UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS TX 75202-2733

MAY 28 2014

SPECIAL NOTICE LETTER -- URGENT LEGAL MATTER
PROMPT REPLY NECESSARY, CERTIFIED MAIL: #7010 2780 0002 4356 4726
RETURN RECEIPT REQUESTED

Jon Gorosh
Paralegal
BP Corporation North America Inc.
501 Westlake Park Blvd.
Mail Code WL 1 16.189
Houston, Texas 77079

Re: Cedar Chemical Corporation Superfund Site, West Helena, Phillips County, Arkansas
Request that you fund or perform RI/FS and reimbursement of costs
Special Notice: Please respond with a good-faith offer within 60 days

Dear Sir/Madam:

The purpose of this letter is to invite BP Corporation North American Inc., as a Potentially Responsible Party (PRP), to enter into negotiations with the U.S. Environmental Protection Agency (EPA) to undertake a Remedial Investigation and Feasibility Study (RI/FS) regarding hazardous substance contamination at the Cedar Chemical Corporation Superfund Site in West Helena, Phillips County, Arkansas (Site). The EPA has determined that there is a release or a substantial threat of a release of hazardous substance(s) at or from the Site and has identified numerous parties as owner/operator or an arranger/generator who shipped hazardous substances to the Site. The EPA has determined that there is contamination in the ground at the Site. According to copies of deed records and toll manufacturing agreements, you generated or shipped material containing a hazardous substance to the Site. Based on your status as an arranger/generator or transporter, the EPA has determined that you are potentially liable under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. § 9607(a), and are responsible for the cleanup of the Site, including all past costs incurred by the EPA in responding to releases at the Site. The EPA is now contacting you and each PRP to offer an opportunity to enter into negotiations to perform the selected response and resolve the liability for the Site.

Opportunity to Negotiate

On behalf of the EPA, I am offering you this opportunity to enter into negotiations because the EPA believes that BP Corporation North American Inc. may be responsible for the cleanup of the Site under the Superfund Law. I have enclosed a "special notice" which explains that responsibility more clearly in Enclosure 1. This notice also explains the purpose of the enclosed Draft Settlement Agreement and Order on Consent in Enclosure 2 and the enclosed Draft Statement of Work, which is Enclosure 3. A summary of past costs can be found in Enclosure 4. A list of all parties receiving this letter is contained in Enclosure 5. Enclosure 6 includes one document as an example showing evidence that you sent hazardous substances to the Cedar Chemical Corporation Superfund Site.

9417117

Within fourteen (14) days of the receipt of this letter, I ask you to contact the EPA Superfund Cost Recovery Enforcement Officer, Mr. Lance Nixon at (214) 665-2203 or nixon.lance@epa.gov, or have your attorney contact the EPA Assistant Regional Counsel, Marvin Benton, at (214) 665-3190 or benton.marvin@epa.gov, and let the EPA know whether you plan to enter into on-going, good-faith negotiations to enter into a settlement agreement with the EPA to perform a RI/FS at the Site.

My staff will be available to explain the Superfund program and special notice process to you and respond to any concerns and questions you may have. If you have any questions, please contact Mr. Nixon. If you or your attorney have legal questions, please call Mr. Benton. If you have technical questions, please contact the Remedial Project Manager, Mr. Philip Allen, at (214) 665-8516. We look forward to working with you during the coming months.

Sincerely yours,

Carl Edlund, P.E.
Director
Superfund Division

CC: John M.
Tom L.
Greg S.
Joe P.
Neil R.
Joel W.
Floy

INTERNAL CORRESPONDENCE

DATE: January 10, 1986

TO: J. W. Shackelford

FROM: G. L. Pratt

CC: R. Cheves
R. A. Guidi
A. T. Malone
J. C. Bumpers

SUBJECT: Chemlink Proprietary Information

Attached is a letter from Chemlink defining the proprietary information they wish to be returned to them. This may be helpful to you in preparing the list we discussed of Chemlink documents in West Helena.

Since this letter directs us to completely purge our files of any reference to FLO manufacture, it would make it difficult to resolve any outstanding issues regarding payments due Vertac from Chemlink or any other issues. There is also the question of what documents Vertac is required to keep for audit, or legal purposes. For these reasons, we should assemble the documents for shipment after purging our files but not make the shipments until we have agreed that all outstanding issues have been resolved. In particular, I would like to see our original drawings returned to us modified to show the FLO unit in its current condition. This Chemlink has agreed to do.

Please indicate if any clarification of this issue is required.

GLP/bh

G L Pratt

Please read this note and destroy immediately.

Copy given to [illegible]

ChemLink

3801 West Chester Pike
Newtown Square, Pennsylvania 19073
215 359 3100

November 18, 1985

Mr. Ron Cheves
Vice President Business Development
Vertac Chemical Corporation
One Green Tree Centre
Suite 201
Marlton, New Jersey 08053

Mr. Ray Guidi
Vice President Manufacturing
Vertac Chemical Corporation
5100 Poplar - 24th Floor
Memphis, Tennessee 38137

Subject: ChemLink FLO^{tm} Proprietary Information

Dear Ron and Ray:

In confirmation of our meeting in late August, ChemLink classifies all information regarding our FLO^{tm} product as proprietary and pursuant to the April 8, 1980 confidentiality agreement incorporated into our August 11, 1980 tolling agreement, expects Vertac to return all documents and all copies thereof regarding this product to Denny Wiseman at the conclusion of our current contract ending January 1, 1986. For clarification, references to FLO^{tm} in this letter include all documents also using the product names DRA, ARCOFLO^{tm}, FLO^{tm} I, FLO^{tm} II, FLO^{tm} III, FLO^{tm} 1003, FLO^{tm} 1004, FLO^{tm} 1005, FLO^{tm} 501, FLO^{tm} 502 and FLO^{tm} 503.

For your reference, our request includes but is not limited to the following documents:

- Mechanical and process flow drawings; i.e., P&ID's.
- All typed and handwritten process and quality control procedures and instructions, including those issued by Denny Wiseman, Virgil Richmond, Roger Reisert, Bobby Burks, Jack Cluck and Bill Curry.
- Any drawings related to FLO including Vertac drawings, Shreeve Engineering, Ltd., and Delta Process Management should be returned to ChemLink for removal of proprietary information. After we remove FLO information, the drawings will be returned to Vertac.
- All equipment files related to equipment relocated to Sand Springs are to be returned to ChemLink, including all Catalytic Engineering documents for the 1980 DRA project.
- All memos and letter correspondence from ARCO Chemical and ChemLink concerned with FLO.

- All Vertac internal memos, letters and notes which refer to FLO.
- All documents which identify customers and/or customer locations including letters, notes, shipping papers, etc.
- Production records including strip charts, log sheets and quality control results.
- All information regarding FLO raw materials including specifications, suppliers, volumes, Q.C. test procedures and Q.C. results and purchase orders issued by Vertac for FLO raw materials.
- Invoices to ChemLink and ARCO Chemical for FLO production.
- Environmental records regarding FLO with the exception of waste manifests. In particular, documents in your environmental file regarding raw materials, product composition and process procedure. In addition, we understand that your application to to the State for FLO production in 1980 did not request that the information supplied be classified as confidential. A request should be made by Vertac to have this material returned to ChemLink or at least classified as confidential.
- All Vertac personnel desk files should be reviewed to remove and return all FLO related information, letters, handwritten notes and instructions from ARCO Chemical and ChemLink.

The above list is intended to be a guide and not "all inclusive." Documents referencing FLO not listed are also to be returned. We are very sensitive to the proprietary nature of this product and appreciate your understanding and cooperation.

Sincerely,

C. F. Wood

C. F. Wood

CFW:bll
cc: J. E. Oppasser, President, ChemLink
D. W. Wiseman, Manager, Blending & Custom Mfg., ChemLink

VERTAC CHEMICAL CORPORATION
24th Floor • 5100 Poplar • Memphis, TN 38137 • 901-767-6851

REPLY TO. P O. BOX 2648
WEST HELENA, AR 72390
(501) 572-3701

July 9, 1985

Jim Fowler
Delta Process Management
1985 Nonconnah Blvd.
Memphis, Tn 38131

Dear Jim:

I have sent you separately the following original drawings of the Chemlink unit:

D101AF	D524AF	DP-2
D200AF	D525AF	SS-2
D206AF	D526AF	
D301AF	D-P8 ✓	
D314AF	MO-D404	
D315AF	MO-D401 ✓	
D316AF	D-P3 ✓	
D317AF	D-P1 ✓	
D318AF	D-P4 ✓	
D324AF	D-P3 ✓	
D509AF	D-P7 ✓	
D510AF	D-P6 ✓	DP-3 (1 DWG/2 DWG)
D516AF	SS-1 ✓	
D517AF	D-P9 ✓	DP-7
D518AF	D-203-AF ✓	
D519AF	D-P5 ✓	
D520AF	D-507AF	
D521AF	D-506AF	
D522AF	D-599AF	
D523AF	D-G-1 ✓	

Please make one blue line for our records of each of these before making the changes we discussed over the phone. We do not have the 1983 expansion originals. I believe they are still in your office. We would like them returned with the above drawings when you have finished with them. If you need additional tracings, please call me and I will send them.

Regards,

John Miles

CC: Bill Shackelford
Ray Guidi
Ron Cheves
Geoff Pratt
Tom Lodice
Bob Burks

M. Jacob

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8 Jan. 85

TO: Ray Guidi, John Bumpers

Plant Overview - West Helena - Dec. 1984

FINANCIAL

REVENUE	MONTH	YTD
Propanil Tech x Bulk	0	177,800
Propanil Tech x 55 gal.	0	140,800
Propanil 55% x Bulk	0	1,035,770
Propanil 55% x 55 gal.	0	260,977
Propanil 3 lb. x 55 gal.	134,943	537,839
Propanil 3 lb. x 5 gal.	0	17,180
Propanil 4 lb. x 55 gal.	0	123,008
Propanil 4 lb. x 30 gal.	0	152,469
Propanil 4 lb. x 5 gal.	0	12,060
Stam M-5 x 35 gal.	0	3,846,459
MSMA 600 x 30 gal.	37,506	37,506
MSMA 600 x 5 gal.	29,070	29,070
MSMA 600 x 2 x 2½ gal.	-160	143,594
MSMA 600 x 4 x 1 gal.	0	-1,902
DSMA 2 x 2½ gal.	-88	81,571
DSMA 4 x 1 gal.	0	2,410
Phytar 560 x 2 x 2½ gal.	8,354	73,252
Phytar 560 x 4 x 1 gal.	0	75,886
Broadside 2 x 2½ gal.	0	26,900
Broadside 4 x 1 gal.	0	17,292
Bolls Eye 2 x 2½ gal.	0	811,417
ICI Contract	277,455	2,778,967
Chemlink Contract	94,421	1,587,842
Chevron Contract	0	320,806
SCI Contract	0	87,109
First Chemical	0	9,158
Chemlink LB 8877	7,118	7,118
QL & MPOD	0	18,251
Other	18,028	18,848
Gross Sales	606,646	12,429,455
Freight Out	12,311	171,713
Warehouse Rent	584	10,736
Commissions	4,221	38,939
Net Sales	589,530	12,208,067
PLANNED SALES	403,723	12,608,358
PRE-TAX PROFIT	75,128	2,173,700
PLANNED PTP	37,599	2,172,062

Work Force

Work Force at the end of December was 83 employees. We had no terminations, layoffs or new hires.

At the end of 1983 we had 73 employees. During the year we added 2 mechanics, 4 operators and 2 lab technicians to satisfy agreements with Chemlink. We added a process engineer and an accountant.

Safety

We had no lost time or recordable injuries in December. At the end of the month the plant had worked 1465 days (approximately 617,000 man hours) without lost time injury (4 years on December 28).

Environmental

Treatment System function satisfactorily. 1,963,532 gallons discharged to river. 468,787 gallons ICI waste water shipped to deep well.

Operation

ICIA - Produced 126,485 lbs. Permethrin, 301,384 equivalent lbs. Cypermethrin and 4521 equivalent lbs. PACL. Unit ran well with no major problems. Started making soda bleach.

Revenue from this unit in December was $277,455 bringing total for 1984 to $2,778,967. In 1983 total revenue was $2,294,227, in 1982 $1,801,505.

Chemlink

FLO - Produced 82,523 gallons bringing total for year to 2,141,022 gallons. There were no major operating problems.

Revenue from this unit in December was $94,421, for 1984 was $1,587,842, for 1983 was $2,036,185.

LB 8877 - Produced two trial batches of this product with no major problems. Revenue from this trial was $7,118.

Propanil - There was no production during December. Tech production for year was 2,058,465 lbs.

MSMA - Formulated two batches MSMA 600 and shipped in 30 gal. and 5 gal. container.

SCI - During year produced 344,200 gal. of alkylated phenols for revenue of $87,109 and pre-tax profit of $62,830. This is fairly simple, straight forward process suited to our equipment.

Chevron - During the year produced 56,550 gallons of OLOA 370 for revenue of $320,806 but had pre-tax loss of $42,534. This due to considerable amount of preparation required and a somewhat difficult filtration step.

First Chemical - During the year we attempted production of Metachloroaniline from Nitrobenzene. We were able to produce a small amount of acceptable product with much difficulty. Our equipment was not suitable and process ill defined. Revenue was $9158 and cost was $119,813.

Energy

Natural gas consumption for December estimated to be 4163 MCF at $4.50 per MCF for $18,734. For 1984 we used 48,895 MCF for $213,713 or $4.37 per MCF. Rate in January was $4.23 and in December $4.50.

Electric power consumption for December estimated to be 503,644 KWH for $27,593 at $0.05479 per KWH. For 1984 we used 7,207,959 KWH for $422,863 or $0.05867 per KWH.

Power rates remained the same through the year but fuel adjustment caused considerable month to month fluctuation.

Other Items

Good progress made on Propanil R-3 piping.
Foundation poured for Propanil R-3 columns.
Considerable plant clean up accomplished.

To: Bill Shackelford
From: John Miles

MONTHLY OPERATIONS REPORT: DECEMBER 1984

1.0 ICIA

Production was 126,485 lbs. Permethrin, 301,384 equiv. lbs. Cypermethrin, and 4521 equiv. lbs. PACl. While the ICIA unit in general remains a high maintenance area, there were no major equipment problems this month. The installation of the new Hypo Scrubber tank was completed early in the month, finishing up the work done during the November shutdown. The unit began in-house manufacture of hypochlorite solution during the month with no great problems experienced. Also during the month, after ICIA evaluation of the test run, routine operation of the PACl reactor using increased batch size was initiated under the direction of Tom Truncellito of ICIA and Clay Pace of Vertac. There appear to be no yield or cycle time problems related to this procedure which will provide a 33% increase in PACl production and commensurate increase in Cypermethrin production ability and/or PACl shipment to customers.

2.0 CHEMLINK

2.1 FLO

Production of FLO was 82,523 gallons. Both R-M101 and R-M103 were operated for part of the month. There were no mechanical or process problems, although the larger reactor did not appear to produce as high a quality product initially.

2.2 LB-8877

Two test batches of this product were produced in the BSC R-B101 system during the month. There were no process problems during the run. However, there were a number of mechanical problems which had to be corrected before getting the run under way.

3.0 Propanil

There was no production during the month.

4.0 MSMA

Two batches of MSMA 600 were formulated and packaged using Vicksburg tech. No problems were encounted.

INTERNAL CORRESPONDENCE

DATE: January 4, 1985

TO: Bill Shackelford

FROM: Tom Lodice

CC:

SUBJECT: December Engineering Report

Work continued on the new Propanil reactor during December and included the following:

1) The vapor line to the column was completed.
2) Most of the utility piping was completed.
3) The control panel instruments were installed.
4) The discharge piping was started, and
5) The panel coils were installed on the bottom head.

The anchor bolts were set and the foundation was poured for the new Propanil column. The structural design for the new column was also started.

The load cells for the new blend tanks were wired up and the pump for the tank was received and set. All of the pipe for the tank was also ordered.

The design for the new ICI vacuum jet system was completed and all of the equipment was placed on order including:

1) Scrubber liquor pump.
2) Set of steam jets
3) Stainless steel scrubber liquor piping, and
4) FRP vacuum piping.

Clay Pace monitored the 4 part hydrolysis for the ICI unit in order to increase acid chloride production.

The Propanil process was studied in order to optimize the process and reduce the unit costs. A report on that work is still in preparation.

Piping modifications were completed in the BSC unit for the ARCO phosphonate test run.

The ICI bleach system was successfully started up in December after the Karbate heat exchanger was finally repaired. The system, however, still requires some improvements.

6

VERTAC, INC. SUITE 2414 • 5100 POPLAR • MEMPHIS, TN 38137 • 901-767-6851
REPLY TO: P. O. BOX 2648
WEST HELENA, ARKANSAS 72390
TELEPHONE (501) 572-3701

January 4, 1985

To: J.W.Shackelford
From: Joe E.Porter
Environmental Engineer

December Environmental Report

Off-Site Disposal

A total of 4,116,660 pounds (468,787 gallons) of material from the ICIA process was shipped off site. A breakdown is as follows:

Chemical Resources:	railroad	truck
Permethrin	1,940,200	-0-
Cypermethrin	1,774,600	2,176,460

Treatment System

A total of 1,963,532 gallons was discharged to the Mississippi River. There was no stormwater discharge.

As better weather nears we plan to install some piping changes and at that time should plan for a good paint and repair job. Some of our outside buildings are beginning to show the wear of time and mother nature.

Miscellaneous

On December 3rd Ecology and Environment, Inc (EEI) of Dallas performed a plant sampling under the National Dioxin Strategy Plan. Working as contractors to the EPA they gathered some 46 soil samples across the plant site. Duplicate samples were collected with one set remaining on the plant site.

This plant site is a Tier Six location and, according to EPA documents, dioxin has never been found on a Tier Six site. Tier Seven sites include National Parks and Forests.

We will request results of all testing and copies of all results pertaining to the sampling visit.

cc: J.H.Miles
T.J.Lodice

INTERNAL CORRESPONDENCE

DATE: January 7, 1985

TO: Bill Shackelford

FROM: T.O.Lewis

CC:

SUBJECT: Maintenance Report for December 1984

SAFETY AND OVERHEAD

Routine maintenance on air pumps. Checked safety showers for winter protection.

EFFLUENT

Repaired discharge piping on P-10 sump pump.

PROPANIL

Installed new pumps for new R-3 reactor and blend tank. Fabricating and installing piping for both units.

PERMETHRIN

Made up and installed piping for new detox tank. Put new head on exchanger for bleach system. Replaced seal in bleach pump. Cleaned vacuum pump and replaced vanes in bottom rotor.

ARCO

Worked on Sea Containers, customer containers, and catalyst dri-box. Did piping and maintenance for new product for ARCO in B.S.C. plant.

INTERNAL CORRESPONDENCE

DATE: January 7, 1985

TO: Bill Shackelford

FROM: Greg Satterfield

CC:

SUBJECT: December Monthly Laboratory Report

PERMETHRIN/CYPERMETHRIN UNIT

During December the lab performed 1139 analyses with no significant problems. The purity of all material was excellent. We did not have any material which required reblending.

ARCO UNIT

Production in The ARCO Unit was limited to nine batches of FLO. The laboratory performed 455 analyses in support of this production. All material was of good quality with no problems encountered.

PROPANIL UNIT

During December, we packaged out previously formulated Propanil 3 lb. material. There were nine analyses performed on this material.

MSMA UNIT

There was one batch of MSMA formulated during December. There were twelve analysis performed in conjunction with this production.

ENVIRONMENTAL

There were 595 analyses performed in support of our effluent system. We continue to emphasize some maintenance items in order to optimize the efficiency of the system.

SAFETY

There were no accidents or safety infractions during December.

MONTHLY SUMMARY

December was a relatively slow month in the laboratory. We used the time to build some much needed shelving for our lab storage building. We also performed preventative maintenance on instruments and equipment.

WEST HELENA PLANT

December 1984

STAFFING

	ACTUAL STAFFING	NEW HIRES THIS MONTH	PRIOR MONTH'S ACTUAL STAFFING	TERMINATIONS THIS MONTH	TOTAL MINORITY
OFFICIAL/MANAGERS					
Administration	2	0	2	0	0
Plant Supervisors	9	0	9	0	0
Department Heads	3	0	3	0	0
Sub Total	14	0	14	0	0
PROFESSIONALS					
Chemists	1	0	1	0	0
Engineers	4	0	4	0	0
Other Accountants	1	0	1	0	0
Sub Total	7	0	7	0	0
TECHNICIANS					
Lab	8	0	8	0	1
Other	0	0	0	0	0
Sub Total	8	0	8	0	1
OFFICE/CLERICAL					
Secretaries	2	0	2	0	0
Clerks	3	0	3	0	1
Other	0	0	0	0	0
Sub Total	5	0	5	0	1
SKILLED					
Mechanics	15	0	15	0	2
Other	14	0	14	0	3
Sub Total	29	0	29	0	5
OPERATION					
Operators	12	0	12	0	1
Other	4	0	4	0	2
Sub Total	16	0	16	0	3

WEST HELENA PLANT

December 1984

STAFFING

	ACTUAL STAFFING	NEW HIRES THIS MONTH	PRIOR MONTH'S ACTUAL STAFFING	TERMINATIONS THIS MONTH	TOTAL MINORITY
UNSKILLED					
Labor	0	0	0	0	0
Other	0	0	0	0	0
Sub Total	0	0	0	0	0
SERVICE					
Other	4	0	4	0	2
Guards	0	0	0	0	0
Sub Total	4	0	4	0	2
SALES	0	0	0	0	0
Sub Total	0	0	0	0	0
TOTAL	83	0	83	0	12

SAFETY

		CURRENT MONTH	LAST MONTH	1984 YEAR TO DATE
Man Hours Worked	Hourly	8807	9678	126,162
	Salary	2858	3205	40,184
Total First Aid Cases Non-recordable		2	1	18
*Total First Aid Cases Recordable		0	0	2
*Total Cases (Lost Time)		0	0	0
Work Days Lost		0	0	0
Severity Rate		0	0	0
Frequency Rate		0	0	0
Incident rate		0	0	2.4

* Explanation necessary as to why the incident took place and steps taken to prevent a reoccurence. (Attached)

GENERAL

New Hires 0

Terminations 0

Lay-Offs 0

Turnover Rate 0

VERTAC CONSOLIDATED
DIVISION: WEST HELENA PLANT
SUMMARY: OCCUPATIONAL INJURIES & ILLNESSES

December 1984

CCUPATIONAL INJURIES ILLNESSES (RECORDABLE)	NUMBER OF CASES	NUMBER DAYS LOST	MANHOURS WORKED	FREQUENCY RATE	SEVERITY RATE	INCIDENT RATE
URRENT MONTH (1)	0	0	11,665	0	0	0
ARRY OVER PRIOR MONTH (2)	0	0	0	0	0	0
OTAL FOR MONTH	0	0	11,665	0	0	0
OTAL YEAR TO DATE	2	0	166,346	0	0	2.4

REQUENCY RATE: # OF LOST TIME CASES X 200,000 / MANHOURS WORKED

EVERITY RATE: # OF WORK DAYS LOST X 200,000 / MANHOURS WORKED

INCIDENT RATE: # OF ALL RECORDABLE CASES X 200,000 / MANHOURS WORKED

URRENT MONTH (1) - RECORDABLE INJURIES & ILLNESSES

AST NAME	DATE OF INJURY	NATURE OF INJURY	CAUSE OF INJURY	ACTION TO PREVENT	DATE RETURN TO WORK
		NO RECORDABLES IN DECEMBER			

ARRY OVER FROM PRIOR MONTHS (2) - RECORDABLE INJURIES & ILLNESSES

AST NAME	DATE OF INJURY	NATURE OF INJURY	DATE RETURN TO WORK	COMMENTS

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PLANT WEST HELENA

December 1984

DAILY LOG

ACCIDENT - ILLNESS CASES

DATE	TIME	EMPLOYEE'S NAME	EMPLOYEE NUMBER	DEPT.	TYPE OF INJURY	TREATMENT	TYPE OF REPORT SPI	OSHA	NONE	SUPV/NURSE INITIALS
1/14/84	6:00 am	Francis Fernicola		Prod.	1st degree steam burns	First Aid on the job			X	GR
1/23/84	7:55 am	Harold Crisp		Prod.	Smashed left ring finger	Precautionary check by Phy.			X	LP

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DATE 12/31/84 | VERTAC CHEMICAL CORPORATION | PAGE 13

VERTAC - WEST HELENA | PLANT INCOME STATEMENT | INST20

CURRENT MONTH (- - - - - ACTUAL - - -) $ AMOUNT	CURRENT MONTH (- - - - - BUDGETED - - -) $ AMOUNT		YEAR-TO-DATE (- - - - - ACTUAL - - -) $ AMOUNT	YEAR-TO-DATE (- - - - - BUDGETED - - -) $ AMOUNT
594,742.30	414,057.00	SALES	12,417,551.05	12,897,838.00
12,311.38	2,569.00	LESS-FREIGHT OUT	171,717.43	198,060.00
4,221.25		LESS-COMMISSIONS	10,734.35	
884.13	7,765.00	LESS WAREHOUSE RENT	38,939.22	91,420.00
		LESS WAREHOUSE ALLOW		
577,625.54	403,723.00	NET SALES	12,196,162.05	12,608,358.00
		COST OF GOODS SOLD		
208,579.00	63,091.00	COST OF SALES @ STD	6,446,329.40	6,786,904.00
60,720.09	23,421.00	MFG.VARIANCE	18,724.76	10,985.00
51,000.00-	25,000.00-	DEF MFG VARIANCE		
11,776.10-		R/M PRICE VARIANCE	408,573.99-	
194,331.57	213,310.00	TOLLING COST	2,703,618.63	2,450,926.00
160.00		PRODUCT COMPLAINT	4,189.65	
		RAW SETTLEMENT COST	91,887.50	91,887.00
		CONTRACT MAT'L LOSS		
		G L DIRECT COST	4,491.64	
		OTHER		
400,994.38	274,822.00	TOTAL C.O.G.S.	8,880,667.59	9,340,702.00
176,630.96	128,901.00	GROSS MARGIN	3,315,494.46	3,267,656.00
29.70 %	31.13 %	GROSS MARGIN PERCENTAGE	26.70 %	25.33 %
		SELLING EXPENSES	2,472.64	
46,204.81	35,302.00	ADMINISTRATIVE EXP.	481,563.09	423,594.00
55,298.00	56,000.00	DEPRECIATION	657,759.00	672,000.00
75,128.15	37,599.00	NET INCOME (LOSS)	2,173,699.73	2,172,062.00

Std

8100's

EXXONMOBIL-013546

14

PRGM: INBT30 VERTAC - WEST HELENA
CURRENT MONTH

VERTAC CHEMICAL CORPORATION
SUMMARY INCOME STATEMENT BY PRODUCT
DATE 1/15/85

PRODUCT NAME	UNITS SOLD	NET SALES	COST OF SALES	GROSS MARGIN	%	SELLING	ADMIN	DEPRN	INTEREST	NET INCOME
MSMA 660										
MSMA 600	7,470	45,546	33,744	11,802	18.01					11,802
MSMA 400		34-		34-	100.00-					34-
DSMA		305-		305-	100.00-					305-
##/T MSMA		45,207	33,744	11,463	17.58					11,463
PROPANIL TECH			1,371-	1,371						1,371
PROPANIL BLEND										
PROPANIL 40										
PROPANIL 30	16,995	119,249	139,414	20,166-	16.91-					20,166-
##/T PROPANIL		119,249	138,043	18,795-	15.76-					18,795-
PHYTAR 560	540	8,344	7,722	622	7.45					622
BROADSIDE		62-	21	83-	133.87-					83-
BULLS-EYE		29,940		29,940	100.00					29,940
##/T CACO		38,222	7,743	30,479	79.74					30,479
** TOTAL PESTICIDES		222,477	199,330	23,147	10.39					23,147
STAM		44-		44-	100.00-					44-
ICI CONTRACT	432,650	253,455	132,669	120,786	47.66					120,786
DRA CONTRACT	441,943	101,538	61,147	40,391	39.78					40,391
BCI CONTRACT			441	441-						441-
CHEVRON CONTRACT			74	74-						74-
MCA CONTRACT										
B L PROJECT										
** TOTAL CONTRACTS		354,949	194,331	160,618	45.25					160,618
WEST HELENA OTHER			7,132	7,132-			46,205	55,298		108,635-
** TOTAL OTHER			7,132	7,132-			46,205	55,298		108,635-
CURRENT MONTH TOTAL		577,426	400,993	176,433	30.58		46,205	55,298		75,130

EXXONMOBIL-013547

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PROM: INST30 VERTAC - WEST HELENA
YEAR-TO-DATE

VERTAC CHEMICAL CORPORATION
SUMMARY INCOME STATEMENT BY PRODUCT
DATE 1/15/95

PRODUCT NAME	UNITS SOLD	NET SALES	COST OF SALES	GROSS MARGIN	%	BILLING	ADMIN	DEPRN	INTEREST	NET INCOME
MSMA 660		2,784-	5,077	7,861-	282.36-	70				7,931-
MSMA 600	24,790	192,374	219,372	26,998-	14.03-	318				27,316-
MSMA 400		954-		954-	100.00-					954-
DSMA	25,258	66,204	107,115	40,911-	61.80-	38				40,949-
=S/T MSMA		261,840	331,544	76,724-	30.11-	426				77,150-
PROPANIL TECH	504,612	317,477	18,459	299,018	94.13					299,018
PROPANIL BLEND	1,152,535	1,233,474	1,248,741	15,267-	1.24-					15,267-
PROPANIL 40	22,470	274,642	198,379	76,263	27.77	1,743				74,520
PROPANIL 34	48,550	491,515	551,309	59,794-	12.17-	304				60,098-
=S/T PROPANIL		2,317,308	2,017,088	300,220	12.96	2,047				298,173
PHYTAR 560	10,734	133,061	99,617	33,444	25.13					33,444
BROADSIDE	2,988	38,844	31,960	6,884	17.72					6,884
BULLS-EYE	44,305	827,715	602,728	224,987	27.18					224,987
=S/T CACO		999,420	734,305	265,315	26.54					265,315
== TOTAL PESTICIDES		3,571,748	3,082,957	488,811	13.69	2,473				486,338
STAM	306,250	3,838,323	3,002,482	835,841	21.78					835,841
ICI CONTRACT	3,703,976	2,754,967	1,374,404	1,380,561	50.11					1,380,561
DRA CONTRACT	13,975,677	1,594,959	844,115	750,844	47.08					750,844
BCI CONTRACT	344,200	87,109	24,720	62,389	71.62					62,389
CHEVRON CONTRACT	56,550	320,906	363,414	42,608-	13.28-					42,608-
MCA CONTRACT		9,158	119,813	110,655-	208.29-					110,655-
G.L PROJECT		18,251	4,492	13,759	75.39					13,759
== TOTAL CONTRACTS		8,622,573	5,733,442	2,890,131	33.51					2,890,131
WEST HELENA OTHER		829	64,269	63,449-	737.68-		481,543	657,759		1,202,771-
== TOTAL OTHER		829	64,269	63,449-	737.68-		481,543	657,759		1,202,771-
YEAR-TO-DATE TOTAL		12,194,161	8,880,668	3,315,493	27.18	2,473	481,543	657,759		2,173,698

EXXONMOBIL-013548

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PRGM: INBT30 VERTAC - WEST HELENA
CURRENT MONTH

VERTAC CHEMICAL CORPORATION
SALES VARIANCE REPORT BY PRODUCT
DATE 1/15/85

PAGE: 16

PRODUCT NAME	ACTUAL UNITS	ACTUAL NET SALES	ACTUAL AVERAGE PER UNIT	PLAN UNITS	PLAN NET SALES	PLAN AVERAGE PER UNIT	VARIANCE VOLUME	VARIANCE PRICE	VARIANCE TOTAL
MSMA 660					57,541		57,541-		57,541-
MSMA 600	7,470	65,546	8.77	8,000	2,615-	.32-	175	67,986	68,161
MSMA 400		34-					34-		34-
DSMA		306-			320-		15		15
##/T MSMA		65,207			54,606		57,385-	67,986	10,601
PROPANIL TECH									
PROPANIL BLEND									
PROPANIL 40									
PROPANIL 20	16,885	119,248	7.06				119,248		119,248
##/T PROPANIL		119,248					119,248		119,248
PHYTAR 560	540	8,344	15.45		225-		8,569		8,569
BROADSIDE		42-			90-		28		28
BULLS-EYE		29,940			3,375-		33,315		33,315
##/T DACO		38,222			3,690-		41,912		41,912
** TOTAL PESTICIDES		222,477			50,916		103,775	67,986	171,761
STAR		44-					44-		44-
ICI CONTRACT	432,650	253,455	.59		191,623		61,832		61,832
DRA CONTRACT	441,943	101,538	.23		161,184		59,646-		59,646-
BCI CONTRACT									
CHEVRON CONTRACT									
NCA CONTRACT									
O L PROJECT									
** TOTAL CONTRACTS		354,949			352,807		2,142		2,142
WEST HELENA OTHER									
** TOTAL OTHER									
CURRENT MONTH TOTAL		577,426			403,723		105,917	67,986	173,903

EXXONMOBIL-013549

FROM: INMT30 VERTAC - WEST HELENA

YEAR-TO-DATE

VERTAC CHEMICAL CORPORATION
SALES VARIANCE REPORT BY PRODUCT

DATE 1/15/95

PAGE: 17

PRODUCT NAME	ACTUAL UNITS	ACTUAL NET SALES	ACTUAL AVERAGE PER UNIT	PLAN UNITS	PLAN NET SALES	PLAN AVERAGE PER UNIT	VARIANCE VOLUME	VARIANCE PRICE	VARIANCE TOTAL
MSMA 660		2,784-		54,150	587,521	10.85	587,528-	2,777-	590,305-
MSMA 400	24,789	192,374	7.18	135,160	1,112,069	8.23	891,967-	27,728-	919,695-
MSMA 600		954-					954-		954-
DSMA	20,258	44,204	2.42	13,500	96,488	7.15	84,070	114,354-	30,284-
MS/T MSMA		254,840			1,796,078		1,396,379-	144,859-	1,541,238-
PROPANIL TECH	504,612	317,677	.63	140,000	221,263	1.58	579,247	492,833-	96,414
PROPANIL BLEND	1,152,535	1,233,474	1.07	379,459	410,459	1.08	834,922	11,907-	823,015
PROPANIL 40	22,470	274,642	12.22	7,810	324,958	41.61	410,003	660,319-	50,316-
PROPANIL 34	68,550	491,515	7.17	34,984	163,830	4.43	139,837	187,948	327,685
MS/T PROPANIL		2,317,308			1,120,510		2,164,009	967,211-	1,196,798
PHYTAR 560	10,734	133,061	12.39	30,540	401,674	13.15	260,423-	8,190-	268,613-
BROADSIDE	2,988	38,844	13.00	15,310	221,255	14.45	178,053-	4,358-	182,411-
BULLS-EYE	44,303	927,715	18.68	49,600	844,785	17.03	90,174-	73,104	17,070-
MS/T DACO		999,420			1,467,714		528,650-	60,556	468,094-
** TOTAL PESTICIDES		3,571,748			4,384,302		238,990	1,051,514-	812,534-
STAM	304,250	3,630,323	12.53	289,998	3,990,372	13.76	223,629	375,677-	152,049-
ICI CONTRACT	3,703,976	2,754,967	.74		2,299,476		455,491		455,491
DRA CONTRACT	13,975,677	1,594,959	.11		1,934,208		339,249-		339,249-
SCI CONTRACT	344,200	87,109	.25				87,109		87,109
CHEVRON CONTRACT	54,550	320,906	5.67				320,906		320,906
MCA CONTRACT		9,158					9,158		9,158
G.L. PROJECT		10,251					10,251		10,251
** TOTAL CONTRACTS		8,623,573			8,224,056		775,194	375,677-	399,517
WEST HELENA OTHER		820					820		820
** TOTAL OTHER		820					820		820
YEAR-TO-DATE TOTAL		12,196,161			12,609,358		1,014,994	1,427,191-	412,197-

EXXONMOBIL-013550

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PROM: INST30 VERTAC - WEST HELENA
CURRENT MONTH

VERTAC CHEMICAL CORPORATION
COST OF SALES VARIANCE REPORT
DATE 1/15/85

PRODUCT NAME	ACTUAL UNITS	ACTUAL COST OF SALES	ACTUAL AVERAGE PER UNIT	PLAN UNITS	PLAN COST OF SALES	PLAN AVERAGE PER UNIT	VARIANCE VOLUME	VARIANCE PRICE	VARIANCE TOTAL
MSMA 660					61,739		61,739		61,739
MSMA 600	7,470	53,744	7.19	8,000			53,744-		53,744-
MSMA 400									
DSMA									
*S/T MSMA		53,744			61,739		7,995		7,995
PROPANIL TECH		1,371-			7,776-		6,405-		6,405-
PROPANIL BLEND									
PROPANIL 4#					65		65		65
PROPANIL 3#	16,885	139,414	8.26		50		139,364-		139,364-
*S/T PROPANIL		138,043			7,661-		145,704-		145,704-
PHYTAR 560	540	7,722	14.30				7,722-		7,722-
BROADSIDE		21					21-		21-
BOLLS-EYE									
*S/T CACO		7,743					7,743-		7,743-
** TOTAL PESTICIDES		199,530			54,078		145,452-		145,452-
STAM					249		249		249
ICI CONTRACT	432,650	132,669	.31		117,125		15,544-		15,544-
DRA CONTRACT	441,943	61,147	.14		96,185		35,038		35,038
SCI CONTRACT		441					441-		441-
CHEVRON CONTRACT		74					74-		74-
MCA CONTRACT									
G L PROJECT									
** TOTAL CONTRACTS		194,331			213,559		19,228		19,228
WEST HELENA OTHER		7,132			7,185		53		53
** TOTAL OTHER		7,132			7,185		53		53
CURRENT MONTH TOTAL		400,993			274,822		126,171-		126,171-

EXXONMOBIL-013551

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PRGM: INST30 VERTAC - WEST HELENA
YEAR-TO-DATE

VERTAC CHEMICAL CORPORATION
COST OF SALES VARIANCE REPORT
DATE 1/15/95

PRODUCT NAME	ACTUAL UNITS	ACTUAL COST OF SALES	ACTUAL AVERAGE PER UNIT	PLAN UNITS	PLAN COST OF SALES	PLAN AVERAGE PER UNIT	VARIANCE VOLUME	VARIANCE PRICE	VARIANCE TOTAL
MSMA 660		5,077		54,150	637,220	11.77	637,344	5,203-	632,143
MSMA 600	26,780	219,372	8.19	135,160	1,045,278	7.73	837,777	11,871-	825,906
MSMA 400									
DSMA	28,258	107,115	4.24	13,500	107,093	7.93	93,241-	93,219	22-
##/T MSMA		331,564			1,789,591		1,391,882	76,145	1,458,027
PROPANIL TECH	506,612	18,657	.04	140,000	197,946	1.41	516,923-	696,210	179,287
PROPANIL BLEND	1,152,535	1,248,741	1.08	379,459	390,297	1.03	796,268-	62,176-	858,444-
PROPANIL 4#	22,470	199,379	8.83	7,910	224,842	28.79	422,061-	448,524	26,463
PROPANIL 3#	68,550	551,309	8.04	36,994	186,491	5.04	159,093-	205,725-	364,818-
##/T PROPANIL		2,017,088			999,576		1,894,345-	876,833	1,017,512-
PHYTAR 560	19,734	99,617	5.28	30,540	397,074	13.00	257,452	40,005	297,457
BROADSIDE	2,798	31,960	10.70	15,310	193,900	12.66	155,997	5,943	161,940
BULLS-EYE	44,305	602,728	13.60	49,600	643,300	13.37	70,794	10,222-	60,572
##/T DACO		734,305			1,254,274		484,243	35,726	519,969
** TOTAL PESTICIDES		3,082,967			4,043,441		28,220-	988,704	960,484
STAM	304,280	2,002,482	9.90	289,998	2,828,911	9.75	158,457-	15,114-	173,571-
ICI CONTRACT	3,703,076	1,374,406	.37		1,342,672		31,734-		31,734-
DRA CONTRACT	12,975,677	844,115	.06		1,108,254		264,139		264,139
SCI CONTRACT	344,200	24,720	.07				24,720-		24,720-
CHEVRON CONTRACT	56,550	363,414	6.43				363,414-		363,414-
MOA CONTRACT		119,813					119,813-		119,813-
O. L. PROJECT		4,492					4,492-		4,492-
** TOTAL CONTRACTS		5,732,442			5,279,837		438,491-	15,114-	453,605-
WEST HELENA OTHER		64,249			17,424		46,845-		46,845-
** TOTAL OTHER		64,249			17,424		46,845-		46,845-
YEAR-TO-DATE TOTAL		8,880,648			9,340,702		513,556-	973,590	460,034

EXXONMOBIL-013552

PROM: INBT30 VERTAC - WEST HELENA
CURRENT MONTH

VERTAC CHEMICAL CORPORATION
GROSS MARGIN VARIANCE REPORT
DATE 1/15/85

PRODUCT NAME	GROSS MARGIN ACTUAL	GROSS MARGIN PLAN	GROSS MARGIN VARIANCE	VARIANCE DUE TO VOLUME	VARIANCE DUE TO SALES PRICE	VARIANCE DUE TO COST	VARIANCE DUE TO TOTAL
MSMA 660		4,198-	4,198	4,198			4,198
MSMA 600	11,802	2,615-	14,417	53,569-	67,986		14,417
MSMA 409	34-		34-	34-			34-
DSMA	305-	320-	15	15			15
**S/T MSMA	11,463	7,133-	18,596	49,390-	67,986		18,596
PROPANIL TECH	1,371	7,776	6,405-	6,405-			6,405-
PROPANIL BLEND							
PROPANIL 4#		45-	45	45			45
PROPANIL 3#	20,166-	50-	20,116-	20,116-			20,116-
**S/T PROPANIL	18,795-	7,641	26,436-	26,436-			26,436-
PHYTAR 560	622	225-	847	847			847
BROADSIDE	83-	90-	7	7			7
BULLS-EYE	29,940	3,375-	33,315	33,315			33,315
**S/T CACO	30,479	3,690-	34,169	34,169			34,169
** TOTAL PESTICIDES	22,147	3,162-	25,309	41,677-	67,986		26,309
STAR	44-	249-	205	205			205
ICI CONTRACT	120,786	74,498	46,288	46,288			46,288
DRA CONTRACT	49,291	24,299	24,408-	24,408-			24,408-
BCI CONTRACT	441-		441-	441-			441-
CHEVRON CONTRACT	74-		74-	74-			74-
MCA CONTRACT							
B L PROJECT							
** TOTAL CONTRACTS	140,618	119,248	21,370	21,370			21,370
WEST HELENA OTHER	7,132-	7,185-	53	53			53
** TOTAL OTHER	7,132-	7,185-	53	53			53
CURRENT MONTH TOTAL	176,633	128,901	47,732	20,254-	67,986		47,732

EXXONMOBIL-013553

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FROM: INET30 VERTAC - WEST HELENA
YEAR-TO-DATE

VERTAC CHEMICAL CORPORATION
GROSS MARGIN VARIANCE REPORT
DATE 1/15/85

PRODUCT NAME	GROSS MARGIN ACTUAL	GROSS MARGIN PLAN	VARIANCE	VARIANCE DUE TO VOLUME	SALES PRICE	COST	TOTAL
MSMA 660	7,841-	49,699-	41,838	49,818	2,777-	5,203-	41,838
MSMA 600	24,799-	46,771	93,789-	54,190-	27,728-	11,871-	93,789-
MSMA 400	954-		954-	954-			954-
DSMA	40,511-	10,605-	30,306-	9,171-	114,354-	93,219	30,306-
WB/T MSMA	76,724-	6,487	83,211-	14,497-	144,859-	76,145	83,211-
PROPANIL TECH	297,018	21,317	275,701	62,324	482,833-	696,210	275,701
PROPANIL BLEND	15,267-	20,162	35,429-	38,654	11,907-	62,176-	35,429-
PROPANIL 40	76,263	100,116	23,853-	187,942	660,319-	448,524	23,853-
PROPANIL 30	59,794-	22,661-	37,133-	19,256-	187,849	205,725-	37,133-
WB/T PROPANIL	300,220	120,934	179,286	249,664	947,211-	876,833	179,286
PHYTAR 560	33,444	4,600	28,844	2,971-	8,190-	40,005	28,844
BROADRIDE	6,884	27,355	20,471-	22,056-	4,358-	5,943	20,471-
BULLS-EYE	224,787	181,285	43,502	19,380-	73,104	10,222-	43,502
WB/T CACO	265,315	213,440	51,875	44,407-	60,556	35,726	51,875
** TOTAL PESTICIDES	488,811	340,861	147,950	210,760	1,051,514-	988,704	147,950
STAM	835,841	1,161,461	325,620-	65,171	375,677-	15,114-	325,620-
ICI CONTRACT	1,380,561	956,804	423,757	423,757			423,757
DRA CONTRACT	750,844	825,754	75,110-	75,110-			75,110-
BCI CONTRACT	42,389		42,389	42,389			42,389
CHEVRON CONTRACT	42,608-		42,608-	42,608-			42,608-
MCA CONTRACT	110,655-		110,655-	110,655-			110,655-
G.L. PROJECT	13,759		13,759	13,759			13,759
** TOTAL CONTRACTS	2,899,131	2,944,219	54,088-	336,703	375,677-	15,114-	54,088-
WEST HELENA OTHER	43,449-	17,424-	46,025-	46,025-			46,025-
** TOTAL OTHER	43,449-	17,424-	46,025-	46,025-			46,025-
YEAR-TO-DATE TOTAL	3,315,493	3,247,656	47,837	501,438	1,427,191-	973,590	47,837

EXXONMOBIL-013554

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DATE 12/31/84
VERTAC - WEST HELENA

UNIT COST REPORT BY EXPENSE

PAGE 22 BCOSTE

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
5430	CAUSTIC SODA						
5590	ETHYLENE GLYCOL		325	325-	2,218	13,646	11,428-
5600	MSMA TECH	26,530	27,258	728-	63,171	1,085,074	1,021,903-
5610	DOWFAX 3B2		2,136	2,136-	19,745	92,992	73,247-
5620	CACO ACID				356,212	347,176	9,036
5630	DCA	2,657		2,657	1,908,018	1,383,321	524,697
5640	PROPIONIC ACID				220,689	149,351	71,338
5650	PROPIONIC ANHYDRIDE				118,250	85,040	33,210
5660	MESITYL OXIDE	9,350		9,350	588,447	352,135	236,312
5670	EMULSIFIER				148,785	126,200	22,585
5680	ISOPHORONE				250,130	230,709	19,421
5850	OTHER RAW MATERIALS				158,756		158,756
5870	PACKAGING MATERIALS	106		106	3,516		3,516
5890	CONTAINERS	4,736	3,768	968	209,312	266,886	57,574-
	SUB-TOTAL	43,379	33,487	9,892	4,047,249	4,132,530	85,281-
6100	SALARIES	15,489	14,220	1,269	217,786	217,040	746
6110	WAGES	84,192	72,775	11,417	1,016,807	934,505	82,302
6140	HOLIDAY & VAC PAY	20,451	7,830	12,621	120,633	109,360	11,273
6150	SICK & ALLOWED PAY	889	925	36-	10,281	11,100	819-
6160	OTHER (CALL-OUT PRE)	656		656	4,634		4,634
6190	EDUCATION EXPENSE		65	65-		780	780-
6200	PAYROLL TAXES	7,700	7,655	45	128,764	113,740	15,024
6210	GROUP INSURANCE	5,733	10,000	4,267-	114,673	120,000	5,327-
6220	WORKMANS COMP INSUR	2,964	2,700	264	35,039	32,400	2,639
6230	PENSION PLAN COST	11,284	5,000	6,284	93,737	60,000	33,737
6260	MEDICAL EXAMS	185	1,290	1,105-	13,740	15,480	1,740-
6270	BLOOD TEST	342	445	103-	5,697	5,340	357
6280	SAFETY SUPPLIES	5,868	4,080	1,788	68,205	48,960	19,245
6300	CONTRACT LABOR & MTL	4,034	4,355	321-	59,859	52,260	7,599
6330	FUEL OIL						
6340	NATURAL GAS	14,613	15,750	863	217,991	197,200	20,791
6350	ELECTRICITY	20,181	41,160	20,979-	408,852	492,450	83,598-
6360	WATER	1,524	675	849	14,431	8,100	6,331
6390	TRVL & ENTERTAINMENT	389	350	39	15,741	4,200	11,541
6400	ORDINARY SUPPLIES	10,752	6,245	4,507	144,244	74,940	69,304
6410	MAINTENANCE SUPPLIES	30,650	27,130	3,520	409,053	325,560	83,493
6420	MAINTENANCE TOOLS	2,100	300	1,800	6,985	3,600	3,385
6430	EXPENDABLE ITEMS	3,666	1,270	2,396	24,687	15,240	9,447
6460	MISCELLANEOUS	346	150	196	70,728	10,504	60,224
6470	NITROGEN	2,615	1,935	680	30,893	23,220	7,673
6510	OTHR CHEM & SOLVENTS		4,820	4,820-	24,956	57,840	32,884-
6560	OFF SITE WASTE DISPO		100	100-	5,698	1,200	4,498
6580	OTHR WSTE TREAT CHEM				107		107

anticipate Prob

8 new people + 6% raise - Dec '84

Not running DRA

68,000 Bolli Eye

6280 → 5,868 list of expense
Calgon 3300

6400 Ordinary Supplies → list of expense
6420 Maintenance Tools → list of expenses
6430 Exp. Item - list of expenses

EXXONMOBIL-013555

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DATE 12/31/84 UNIT COST REPORT BY EXPENSE PAGE 23 BCOSTE
VERTAC - WEST HELENA

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
6590	CONTRACT FORMULATING				989,325	700,000	289,325
6600	INSURANCE-PLANT	7,399	9,975	2,576-	88,540	119,700	31,160-
6620	FEES & TUITIONS		115	115-	2,424	1,380	1,044
6630	PROFESSIONAL FEES						
6650	RENTALS	2,464	3,075	611-	38,255	36,900	1,355
6660	LEASE ITEMS						
6690	FREIGHT IN (MISC.)		55	55-	3,204	660	2,544
6710	PROPERTY TAXES & LIC	3,111	3,680	569-	41,652	44,160	2,508-
	SUB-TOTAL	261,597	248,125	13,472	4,427,621	3,837,819	589,802
	COST OF GOODS MFG.	304,976	281,612	23,364	8,474,870	7,970,349	504,521

Transfer

EXXONMOBIL-013556

DATE 12/31/84 UNIT COST REPORT BY EXPENSE PAGE 24 BCOSTE
VERTAC - WEST HELENA

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
8100	SALARIES	26,331	21,732	4,599	306,566	260,784	45,782
8140	HOLIDAY & VAC PAY	2,754	439	2,315	9,154	5,268	3,886
8150	SICK PAY	90	68	22	376	816	440-
8160	OTHER PAY	45	156	111-	174	1,872	1,698-
8200	PAYROLL TAXES	1,574	2,457	883-	25,945	29,484	3,539-
8210	GROUP INSURANCE	567	727	160-	10,627	8,724	1,903
8220	WKMNS COMP INSURANCE	287	215	72	3,006	2,580	426
8230	PENSION PLAN COST	1,114	600	514	9,213	7,200	2,013
8240	EMPLOYMENT COST				644		644
8310	TEMPORARY HELP				4,254		4,254
8350	ELECTRICITY	770	840	70-	9,609	10,050	441-
8370	COMMUNICATIONS	3,875	3,588	287	48,840	43,056	5,784
8390	TRVL & ENTERTAINMENT	4,075	600	3,475	9,569	7,200	2,369
8400	OFFICE SUPPLIES	383	1,423	1,040-	15,796	17,076	1,280-
8460	MISCELLANEOUS	2,397	259	2,138	12,962	3,108	9,854
8610	DUES & SUBSCRIPTIONS	367	989	622-	2,258	11,868	9,610-
8620	FEES & TUITIONS		140	140-	1,480	1,680	200-
8695	OTHER LEASE EXPENSE	1,588	1,069	519	11,082	12,828	1,746-
	SUB-TOTAL	44,199	35,302	10,897	481,555	423,594	57,961
	ADMINISTRATIVE EXP.	46,199	35,302	10,897	481,555	423,594	57,961

8695 Lease

Bal S. 2,700

Charch P.?

T. Lodge?

over 1,000

8460 Turley 2,019? wsle & Co

25

DATE 12/31/84

UNIT COST REPORT BY PRODUCT
SUMMARY

	ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
	x		ACTUAL	2,058,465	144%
VERTAC - WEST HELENA			SCHEDULED CAPACITY	1,425,600	

PRODUCTION — PROD--PROPANIL TECH, UNIT--LBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
DCA	2,658		2,658	1,908,019	1,383,321	524,697			.927	.994
PROPIONIC ACID				220,689	149,351	71,338			.107	.105
PROPIONIC ANHYDRIDE				118,250	85,040	33,210			.057	.063
TOTAL	2,658		2,658	*2,246,957	1,617,712	629,245 *			1.092	1.162
SALARY	574		574	21,033	15,045	5,988			.010	.009
WAGES	1,485	370	1,115	56,807	29,550	27,257			.028	.025
FRINGES	723	42	681	20,807	14,978	5,829			.010	.009
ORDINARY SUPPLY		20	20-	7,229	240	6,989			.004	
NITROGEN	2,616	1,935	681	19,166	23,220	4,054-			.009	.007
GAS	548		548	18,267	11,090	7,177			.009	.007
POWER	818		818	9,628	7,449	2,179			.005	.004
COOLING WATER	551		551	8,841	7,068	1,773			.004	.003
STEAM	5,518		5,518	48,876	21,516	27,360			.024	.014
AIR	894		894	6,237	1,163	5,074			.003	.001
OTHER	1,367	985	382	13,380	12,424	956			.006	.005
TOTAL	15,094	3,352	11,742 *	230,271	143,743	86,528 *			.112	.085
EFFLUENT CONTROL	2,648		2,648	25,523	13,644	11,879			.012	.011
LAB	6,052	130	5,922	54,326	24,730	29,596			.026	.019
STORE & RECEIVING	585	338	247	4,738	4,104	634			.002	.002
SAFETY & SECURITY	5,748	1,836	3,912	49,904	18,892	31,012			.024	.021
SHIP & PACKAGING	796	55	741	5,338	660	4,678			.003	
MAINTENANCE	23,914	9,276	14,638	187,678	111,806	75,872			.091	.053
YARDS & GROUNDS	3,029	537	2,490	17,183	2,119	15,064			.008	.002
INSURANCE & TAXES	1,519	1,700	181-	18,772	20,400	1,628-			.009	.008
TOTAL	44,289	13,872	30,417 *	363,462	196,355	167,107 *			.177	.116
TOTAL MANUF.COSTS	62,041	17,224	44,817	2,840,690	1,957,810	882,880			1.380	1.363
PRODUCT TSF @ STD.				2,820,100-	1,957,824-	862,276-			1.370-	1.370
TOTAL				*2,820,100-	1,957,824-	862,276-*			1.370-	1.370
PRODUCT TOTALS PROPANIL TECH	62,041	17,224	44,817	20,590	14-	20,604			.010	.007

check 11-84

MAT'L USED PER GAL. FIN PRODUCT	MONTH ACT	MONTH STD	MONTH VARIANCE	YTD ACT	YTD VARIANCE	LAST YR ACT	RAW MAT'L COST
DCA	"No Dec. Production"			.751	.009	.753	1.32
PROP. ACID				.324	.060	.317	.37
PROP. ANHY				.077	.002	.077	.81

23,914 → list expense

EXXONMOBIL-013558

DATE 12/31/84

UNIT COST REPORT BY PRODUCT

SUMMARY

ACTUAL % THIS MONTH	PRODUCTION	YEAR-TO-DATE	ACTUAL %
%	ACTUAL SCHEDULED CAPACITY	110,000	%

VERTAC - WEST HELENA

PROD--PROP. TECH-PACKAGED
UNIT--LBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
PROPANIL TECH				115,500		115,500			1.050	
CONTAINERS				5,070		5,070			.046	
TOTAL			*	120,570		120,570 *			1.096	
TOTAL MANUF.COSTS				120,570		120,570			1.096	
PRODUCT TRF @ STD.				121,000-		121,000-			1.100-	
TOTAL			*	121,000-		121,000-*			1.100-	
PRODUCT TOTALS PROP. TECH-PACKAGED				430-		430-			.004-	

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DATE 12/31/84 UNIT COST REPORT BY PRODUCT PAGE 27 BCOST2

SUMMARY

PRODUCTION

ACTUAL % THIS MONTH		YEAR-TO-DATE	ACTUAL %
%	ACTUAL	160,665	382%
VERTAC - WEST HELENA	SCHEDULED	42,065	
	CAPACITY		

PROD--PROP. BLEND BULK
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
MESITYL OXIDE				312,876	72,569	240,307			1.947	2.136
EMULSIFIER										
PROPANIL TECH				1,201,483	295,251	906,232			7.478	7.335
TOTAL				*1,514,359	367,820	1,146,539 *			9.426	9.470
TOTAL MANUF.COSTS				1,514,359	367,820	1,146,539			9.426	9.470
PRODUCT TSF @ STD.				1,518,260-	368,495-	1,149,765-			9.450-	9.656
TOTAL				*1,518,260-	368,495-	1,149,765-*			9.450-	9.656
PRODUCT TOTALS PROP. BLEND BULK				3,901-	675-	3,226-			.024-	.196

MAT'LS USED PER GAL. FIN PRODUCT	ACT.	MONTH STD	(UNFAV) VARIANCE	ACT	YTD	(UNFAV) VARIANCE	LAST YRS ACT	RAW MAT. COST ACTUAL
PROP. TEAM				5.441		.061	5.502	1.57
M.O.	"No. Dec. Production"			3.553		.055	3.608	.55

EXXONMOBIL-013560

DATE 12/31/84

UNIT COST REPORT BY PRODUCT
SUMMARY

	ACTUAL %	THIS MONTH	PRODUCTION	YEAR-TO-DATE	ACTUAL %
	%	2,033	ACTUAL	77,136	235%
VERTAC - WEST HELENA			SCHEDULED CAPACITY	32,800	

PROD--30 BULK
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
MESITYL OXIDE	9,350		9,350	47,230	47,480	250-	4.599		.612	2.469
EMULSIFIER				41,521	10,820	30,701			.538	.507
PROPANIL BLEND				155,311		155,311			2.013	
PROPANIL TECH				251,113	96,699	154,414			3.255	4.717
OTHER RAW MATERIALS				74,654		74,654			.968	
TOTAL	9,350		9,350 *	569,831	154,999	414,832 *	4.599		7.387	7.692
SALARY	59-		59-	83		83	.029-		.001	
WAGES	168-		168-	235		235	.083-		.003	
TOTAL	227-		227-*	318		318 *	.112-		.004	
SHIP & PACKAGING				104		104			.001	
TOTAL			*	104		104 *			.001	
TOTAL MANUF.COSTS	9,123		9,123	570,253	154,999	415,254	4.487		7.393	7.692
PRODUCT TSF @ STD.	16,305-		16,305-	615,600-	155,000-	460,600-	8.020-		7.981-	7.552
TOTAL	16,305-		16,305-*	615,600-	155,000-	460,600-*	8.020-		7.981-	7.552
PRODUCT TOTALS 30 BULK	7,182-		7,182-	45,347-	1-	45,346-	3.533-		.588-	.141

Mat'ls used in bulk fine product	Month Act	Month YTD	<over> variance $	YTD Act	YTD <over> variance	Last Yr's Actual	Raw Mat'l Cost
Propanil Tech	1.162	4.370	<3.792>	3.144	.177		1.37
M.O.				1.141	3.229		.55
Emulsifier				.783	<.073>		.36
Milk & Flour				2.517	<2.517>		
Propanil Blend				.594	<.594>		

EXXONMOBIL-013561

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL	29,906	130%
		SCHEDULED CAPACITY	23,000	

VERTAC - WEST HELENA

PROD--49 BULK
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
MESITYL OXIDE				53,553	43,969	9,584			1.797	1.952
EMULSIFIER				16,093	13,860	2,223			.540	.530
PROPANIL TECH				187,589	144,528	43,061			6.294	6.240
TOTAL				* 257,225	202,357	54,868 *			8.630	8.722
TOTAL MANUF.COSTS				257,225	202,357	54,868			8.630	8.722
PRODUCT TSF @ STD.				259,909-	202,357-	57,552-			8.720-	8.590
TOTAL				* 259,909-	202,357-	57,552-*			8.720-	8.590
PRODUCT TOTALS 49 BULK				2,684-		2,684-			.090-	.132

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL	72,010	175%
		SCHEDULED	41,575	
		CAPACITY		

VERTAC - WEST HELENA

PROD--PKG. BLEND 55'S
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
PROPANIL BLEND				471,203	364,173	307,030			9.219	9.658
CONTAINERS				33,690	18,310	15,380			.463	.472
TOTAL			*	704,893	382,483	322,410 *			9.681	10.129
SALARY				1,272	1,015	257			.017	
WAGES				4,287	1,773	2,514			.059	.012
FRINGES				1,994	1,160	834			.027	.004
ORDINARY SUPPLY				141		141			.002	
TOTAL			*	7,694	3,948	3,746 *			.106	.015
SHIP & PACKAGING				305		305			.004	
TOTAL			*	305		305 *			.004	
TOTAL MANUF.COSTS				712,892	386,431	324,461			9.791	10.145
PRODUCT TRF @ STD.				703,165-	387,089-	316,076-			9.658-	9.988
TOTAL			*	703,165-	387,089-	316,076-*			9.658-	9.988
PRODUCT TOTALS PKG. BLEND 55'S				9,727	658-	10,385			.134	.157

EXXONMOBIL-013563

31-

DATE 12/31/84 UNIT COST REPORT BY PRODUCT PAGE BCOST2

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%	10,220	ACTUAL	74,560	214%
		SCHEDULED	34,815	
		CAPACITY		

VERTAC - WEST HELENA

PROD--36 PROP-55'S
UNIT--GALS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
PROPANIL 3 LB.	89,722		89,722	409,841	163,846	445,995	8.770		8.179	7.554
CONTAINERS	4,715		4,715	34,901	10,579	24,322	.461		.468	.474
TOTAL	94,437		94,437 *	444,742	174,425	470,317 *	9.231		8.647	8.028
SALARY	227		227	1,161	595	576	.022		.016	.024
WAGES	502		502	2,333	1,265	1,068	.049		.031	.107
FRINGES	224		224	1,082	493	389	.022		.015	.032
ORDINARY SUPPLY	174	50	124	1,111	600	511	.017		.015	.017
TOTAL	1,127	50	1,077 *	5,687	3,143	2,544 *	.110		.076	.179
SHIP & PACKAGING				99		99			.001	
TOTAL			*	99		99 *			.001	
TOTAL MANUF.COSTS	95,564	50	95,514	450,528	177,568	472,960	9.342		8.725	8.208
PRODUCT TRF @ STD.	93,988-		93,988-	412,137-	177,564-	434,573-	8.210-		8.210-	8.217
TOTAL	93,988-		93,988-*	412,137-	177,564-	434,573-*	8.210-		8.210-	8.217
PRODUCT TOTALS 36 PROP-55'S	11,574	50	11,526	38,391	4	38,387	1.132		.515	.010

EXXONMOBIL-013564

UNIT COST REPORT BY PRODUCT
SUMMARY

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL	27,640	354%
		SCHEDULED CAPACITY	7,810	

PRODUCTION

VERTAC - WEST HELENA

PROD--46 PROP-30'S
UNIT--GALS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
PROPANIL 4 LB.				241,022	209,480	31,542			8.720	8.734
CONTAINERS				14,915	12,719	2,196			.540	.567
TOTAL			*	255,937	222,199	33,738 *			9.260	9.301
SALARY				194	485	291-			.007	.012
WAGES				919	733	186			.033	.048
FRINGES				218	645	427-			.008	.020
ORDINARY SUPPLY		45	45-	430	780	350-			.016	.025
TOTAL		45	45-*	1,761	2,643	882-*			.064	.106
SHIP & PACKAGING										
TOTAL			*			*				
TOTAL MANUF.COSTS		45	45-	257,698	224,842	32,856			9.323	9.407
PRODUCT TOF @ STD.				265,953-	224,838-	41,115-			9.622-	9.283
TOTAL			*	265,953-	224,838-	41,115-*			9.622-	9.283
PRODUCT TOTALS 46 PROP-30'S		45	45-	8,255-	4	8,259-			.299-	.124

SUMMARY

PRODUCTION

ACTUAL % THIS MONTH	YEAR-TO-DATE ACTUAL %
%	%

VERTAC - WEST HELENA

ACTUAL SCHEDULED CAPACITY

PROD--40 55 PROPANIL
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
SALARY				62		62				
WAGES				130		130				
TOTAL			*	192		192 *				
SHIP & PACKAGING				14		14				
TOTAL			*	14		14 *				
PRODUCT TOTALS 40 55 PROPANIL				206		206				

EXXONMOBIL-013566

DATE 12/31/84

UNIT COST REPORT BY PRODUCT

PAGE 34

SCOST2

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL, SCHEDULED CAPACITY		%

VERTAC - WEST HELENA

PROD--PROP 40 5,8
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
SALARY				83		83				
WAGES				313		313				
FRINGES										
TOTAL			*	396		396 *				
PRODUCT TOTALS PROP 40 5,8				396		396				

EXXONMOBIL-013567

SUMMARY

PRODUCTION

	ACTUAL % THIS MONTH		YEAR-TO-DATE	ACTUAL %
	%	ACTUAL	174,735	90%
VERTAC - WEST HELENA		SCHEDULED	194,700	
		CAPACITY		

PROD—STAN BULK
UNIT—GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
MESITYL OXIDE				174,798	188,117	13,329-			1.000	1.085
EMULSIFIER				91,181	101,520	10,339-			.522	.523
ISOPHORONE				250,130	230,709	19,421			1.431	1.413
PROPANIL TECH				1,083,695	1,206,072	122,377-			6.202	6.146
TOTAL				*1,599,794	1,726,418	126,624-*			9.156	9.167
LAB										
TOTAL				*		*				
TOTAL MANUF.COSTS				1,599,794	1,726,418	126,624-			9.156	9.167
PRODUCT TSF @ STD.				1,663,163-	1,726,405-	63,242			9.519-	9.030
TOTAL				*1,663,163-	1,726,405-	63,242 *			9.519-	9.030
PRODUCT TOTALS STAN BULK				63,369-	13	63,382-			.363-	.137

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL SCHEDULED CAPACITY	211,015 213,800	99%

VERTAC - WEST HELENA

PROD--PKG. STAN 35'S
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
STAN BULK				1,930,225	1,895,765	34,460			9.147	9.020
CONTAINERS				103,257	102,014	1,343			.490	.504
TOTAL				*2,033,582	1,997,779	35,803 *			9.637	9.524
SALARY				2,301	4,205	1,904-			.011	.012
WAGES				11,002	7,250	3,752			.052	.061
FRINGES				4,046	5,632	1,586-			.019	.019
ORDINARY SUPPLY		125	125-	819	1,500	681-			.004	.005
TOTAL		125	125-*	18,168	18,587	419-*			.086	.097
LAB										
SHIP & PACKAGING		124	124-	1,729	1,488	241			.008	.004
TOTAL		124	124-*	1,729	1,488	241 *			.008	.004
TOTAL MANUF.COSTS		249	249-	2,053,479	2,017,854	35,625			9.731	9.625
PRODUCT TRF @ STD.				2,032,075-	2,017,845-	14,230-			9.630-	9.680
TOTAL				*2,032,075-	2,017,845-	14,230-*			9.630-	9.680
PRODUCT TOTALS PKG. STAN 35'S		249	249-	21,404	9	21,395			.101	.055

EXXONMOBIL-013569

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

ACTUAL % THIS MONTH	ACTUAL SCHEDULED CAPACITY	YEAR-TO-DATE	ACTUAL %
%		32,484	90%
VERTAC - WEST HELENA		36,000	

PROD—CACO FORMULATE & PKG
UNIT—GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
PACKAGING MATERIALS				2,491		2,491			.077	.101
TOTAL			*	2,491		2,491 *			.077	.101
SALARY	96	265	169-	3,439	22,912	19,473-			.106	.330
WAGES		420	420-	70	5,040	4,970-			.002	.014
FRINGES				670	1,908	1,238-			.021	.056
ORDINARY SUPPLY		40	40-		490	490-				.009
TOTAL	96	725	629-*	4,179	30,340	26,161-*			.129	.408
LAB				3,198	15,560	12,362-			.098	.113
STORE & RECEIVING		39	39-		468	468-				
SAFETY & SECURITY		1,358	1,358-		13,968	13,968-				
SHIP & PACKAGING		90	90-	15,077	11,342	3,735			.464	.451
MAINTENANCE	28	822	794-	260	9,958	9,698-			.008	.070
INSURANCE & TAXES	829	2,085	1,256-	7,432	25,020	17,588-			.229	
TOTAL	857	4,394	3,537-*	25,967	76,316	50,349-*			.799	.634
TOTAL MANUF.COSTS	453	5,119	4,466-	32,637	106,656	74,019-			1.005	1.144
ALLOCATION TBF				24,050-	106,957-	80,907			.802-	1.032
TOTAL			*	24,050-	106,957-	80,907 *			.802-	1.032
PRODUCT TOTALS CACO FORMULATE & PKG	453	5,119	4,466-	8,587	301-	8,888			.203	.112

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL	73,680	147%
		SCHEDULED CAPACITY	50,000	

VERTAC - WEST HELENA

PROD--BOLLS-EYE
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
CACO ACID										13.664
DOWFAX 342					24,736	24,736-				.482
ETHYLENE GLYCOL					3,575	3,575-				.049
OTHER RAW MATERIALS				47,281	8,704	38,577			.913	
TOTAL			*	47,281	37,015	30,266 *			.913	14.215
ORDINARY SUPPLY				334-		334-			.005-	
FORMULATING & PKG										.951
CONTAINERS										.563
WASTE DISPOSAL				1,180		1,180			.014	
FORMULATING FEE				989,324	700,000	289,324			13.427	
TOTAL			*	990,172	700,000	290,172 *			13.439	1.513
MAINTENANCE				455		455			.006	
TOTAL			*	455		455 *			.006	
TOTAL MANUF.COSTS				1,057,908	737,015	320,893			14.358	15.728
PRODUCT TBF @ STD.				1,074,917-	737,015-	339,902-			14.616-	16.331
TOTAL			*	1,074,917-	737,015-	339,902-*			14.616-	16.331
PRODUCT TOTALS BOLLS-EYE				19,009-		19,009-			.258-	.602

DATE 12/31/84

UNIT COST REPORT BY PRODUCT

PAGE 39 BCOST2

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL	28,884	92%
		SCHEDULED	31,500	
		CAPACITY		

VERTAC - WEST HELENA

PROD--PHYTAR 560
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
CACO ACID				333,748	296,664	37,084			11.555	10.607
DOWFAX 362				18,120	17,509	611			.627	.611
ETHYLENE GLYCOL				2,036	2,527	491-			.070	.087
TOTAL			*	353,904	316,700	37,204 *			12.253	11.304
FORMULATING & PKG				22,944	80,217	57,273-			.794	1.013
CONTAINERS				14,414	14,794	380-			.499	.543
WASTE DISPOSAL				1,180		1,180			.041	
FORMULATING FEE										
TOTAL			*	38,538	95,011	56,473-*			1.334	1.556
TOTAL MANUF.COSTS				392,442	411,711	19,269-			13.587	12.860
PRODUCT TBF @ STD.				394,825-	411,721-	16,896			13.669-	12.764
TOTAL			*	394,825-	411,721-	16,896 *			13.669-	12.764
PRODUCT TOTALS PHYTAR 560				2,383-	10-	2,373-			.083-	.096

MAT'L USED PER GAL FIN PROD	ACT	MONTH STD	<UNFAV> VARIANCE	ACT	YTD	<UNFAV> VARIANCE	LAST YR ACT	RAW MAT COST
CACO				8.690		.100	8.710	14.75 C
DOWFAX				.730		<.020>	.700	.86
ETHYL GLYCOL				.196		.048	.240	.36

"NO "DEC. PRODUCTION"

EXXONMOBIL-013572

DATE 12/31/84

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

ACTUAL X THIS MONTH		YEAR-TO-DATE	ACTUAL X
X	ACTUAL	3,600	80%
	SCHEDULED CAPACITY	4,500	

VERTAC - WEST HELENA

PROD---BROADSIDE
UNIT---GAL

PAGE 40 RCOST2

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
CACO ACID				22,464	50,512	28,048-			6.240	5.374
MSMA TECH				15,115	28,840	13,725-			4.199	3.407
DOWFAX 3A2				1,625	3,160	1.535-			.451	.336
ETHYLENE GLYCOL				182	478	296-			.051	.050
TOTAL			*	39,386	82,990	43,604-*			10.941	9.167
FORMULATING & PKG				3,106	26,740	23,634-			.863	1.132
CONTAINERS	21		21	1,073	4,610	5,537-			.298	.548
WASTE DISPOSAL				1,180		1,180			.328	
FORMULATING FEE										
TOTAL	21		21 *	5,359	33,350	27,991-*			1.489	1.680
TOTAL MANUF.COSTS	21		21	44,745	116,340	71,595-			12.429	10.846
PRODUCT TRF @ STD.				39,060-	116,344-	77,284			10.850-	10.708
TOTAL			*	39,060-	116,344-	77,284 *			10.850-	10.708
PRODUCT TOTALS BROADSIDE	21		21	5,685	4-	5,689			1.579	.138

MAT'L USED PER GAL OF FIN PROD	ACT	MONTH STD	<OVER> VARIANCE	ACT	YTD <OVER> VARIANCE	UNIT MAT COST	RAW MAT COST
CACO	"NO DEC. PRODUCTION"			4.694	<.204>	4.694	14.75
MSMA				6.382	<-202>	6.190	8.54
DOWFAX				.478	<.088>	.190	.86
ETHYLENE GLYCOL				.140		.140	.32

EXXONMOBIL-013573

SUMMARY

	ACTUAL %	THIS MONTH			YEAR-TO-DATE	ACTUAL %	
	%					%	
VERTAC - WEST HELENA		4,500	ACTUAL SCHEDULED CAPACITY		153,000		PROD—MGMA FORMULATE & PKG UNIT—GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
PACKAGING MATERIALS	104		104	1,026		1,026				.249
TOTAL	104		104 *	1,026		1,026 *				.249
SALARY				93	11,345	11,252-				.044
WAGES	88	1,200	1,112-	106	18,917	18,811-		.267		.073
FRINGES	25		25	62	8,033	7,971-				.035
ORDINARY SUPPLY		100	100-	76	1,200	1,124-		.022		.006
POWER		61	61-		2,182	2,182-		.014		.011
COOLING WATER										
STEAM										
AIR										
OTHER		7	7-		187	187-		.002		
TOTAL	113	1,368	1,255-*	337	41,864	41,527-*		.304		.171
LAB	28-	548	576-	484	19,613	18,129-		.122		.079
STORE & RECEIVING		37	37-		454	454-		.008		.004
SAFETY & SECURITY		1,409	1,409-		14,223	14,223-		.313		.054
SHIP & PACKAGING	2,238	948	1,290	4,675	30,781	26,106-		.211		.409
MAINTENANCE		2,174	2,174-	140	26,270	26,130-		.483		.162
YARDS & GROUNDS		537	537-		1,612	1,612-		.119		
INSURANCE & TAXES	2,510	2,080	430	30,092	24,960	5,132		.462		.235
TOTAL	4,720	7,733	3,013-*	35,391	116,913	81,522-*		1.718		.943
TOTAL MANUF.COSTS	4,939	9,101	4,162-	34,754	158,777	122,023-		2.022		1.363
ALLOCATION TBF		4,622-	4,622	4,067-	166,375-	162,308		1.027-		1.110
TOTAL		4,622-	4,622 *	4,067-	166,375-	162,308 *		1.027-		1.110
PRODUCT TOTALS MGMA FORMULATE & PKG	4,939	4,479	460	32,687	7,598-	40,285		.995		.253

EXXONMOBIL-013574

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DATE 12/31/84

UNIT COST REPORT BY PRODUCT

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BCOST2

SUMMARY

	ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
		PRODUCTION			
	40%	441,943	ACTUAL	13,975,677	106%
VERTAC - WEST HELENA		1,099,333	SCHEDULED CAPACITY	13,179,996	

PROD--DRA
UNIT--LBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
SALARY	2,762	3,380	618-	41,425	42,265	840-	.006	.003	.003	.005
WAGES	11,987	16,795	4,808-	163,392	201,540	38,148-	.027	.015	.012	.019
FRINGES	3,001	4,304	1,303-	54,159	55,760	1,601-	.007	.004	.004	.006
ORDINARY SUPPLY	432	775	343-	8,192	9,300	1,108-	.001	.001	.001	.001
OTHER CHEMICALS		1,775	1,775-		21,300	21,300-		.002		.002
NITROGEN										
POWER	5,628	14,955	9,327-	129,874	174,666	44,792-	.013	.014	.009	.016
COOLING WATER	551	2,389	1,838-	14,020	25,473	11,453-	.001	.002	.001	.003
STEAM	3,679	7,887	4,208-	50,764	84,323	33,559-	.008	.007	.004	.007
AIR	694	392	502	18,418	4,179	4,239	.002		.001	
OTHER	1,367	1,214	153	15,506	14,210	1,296	.003	.001	.001	.001
TOTAL	30,301	53,866	23,565-*	485,750	633,016	147,266-*	.069	.049	.035	.060
EFFLUENT CONTROL	2,448	4,312	1,664-	31,382	44,209	12,827-	.006	.004	.002	.004
LAB	4,678	10,995	6,317-	86,858	108,554	21,696-	.011	.010	.006	.008
STORE & RECEIVING	585	803	218-	7,788	9,752	1,964-	.001	.001	.001	.001
SAFETY & SECURITY	5,748	8,212	2,464-	69,553	84,497	14,944-	.013	.007	.005	.007
MAINTENANCE	12,548	16,659	4,111-	118,563	201,100	82,537-	.028	.015	.008	.017
YARDS & GROUNDS	3,027		3,027	24,531		24,531	.007		.002	.001
INSURANCE & TAXES	1,413	2,445	832-	19,692	29,340	9,648-	.004	.002	.001	.002
TOTAL	30,847	43,426	12,579-*	358,367	477,452	119,085-*	.070	.040	.026	.040
PRODUCT TOTALS DRA	61,148	97,292	36,144-	844,117	1,110,468	266,351-	.138	.089	.060	.100

EXXONMOBIL-013575

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DATE 12/31/84

UNIT COST REPORT BY PRODUCT

SUMMARY

BCOST2

	ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
PRODUCTION	177%	432,650	ACTUAL	4,083,488	140%
		243,750	SCHEDULED CAPACITY	2,925,000	

VERTAC - WEST HELENA

PROD--PERMETHRIN
UNIT--LBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
SALARY	5,315	4,380	935	53,048	55,255	2,207-	.012	.018	.013	.014
WAGES	29,373	15,440	13,933	223,796	185,280	38,516	.068	.063	.055	.065
FRINGES	7,358	4,251	3,107	75,849	55,306	20,543	.017	.017	.019	.020
ORDINARY SUPPLY	524	785	261-	12,091	9,420	2,671	.001	.003	.003	.003
OTHER CHEMICALS		1,375	1,375-	11,344	16,500	5,156-		.006	.003	.004
NITROGEN										
POWER	8,403	15,319	6,916-	160,258	178,744	18,486-	.019	.063	.039	.046
COOLING WATER	734	3,034	2,300-	20,873	32,453	11,580-	.002	.012	.005	.007
STEAM	9,197	10,961	1,764-	102,526	117,604	15,078-	.021	.045	.025	.027
AIR	1,192	531	661	11,597	5,750	5,847	.003	.002	.003	.001
OTHER	1,367	1,210	157	15,695	14,180	1,515	.003	.005	.004	.003
TOTAL	63,463	57,286	6,177 *	687,077	670,492	16,585 *	.147	.235	.168	.191
EFFLUENT CONTROL	2,648	4,307	1,659-	41,054	44,956	3,902-	.006	.018	.010	.011
LAB	13,686	12,082	1,604	114,197	121,850	7,653-	.032	.050	.028	.029
STORE & RECEIVING	505	770	185-	8,178	9,356	1,178-	.001	.003	.002	.002
SAFETY & SECURITY	5,748	8,144	2,396-	73,215	83,800	10,585-	.013	.033	.018	.019
SHIP & PACKAGING	531		531	3,422		3,422	.001		.001	.002
MAINTENANCE	40,530	31,100	9,430	392,085	375,381	16,704	.094	.128	.096	.096
YARDS & GROUNDS	3,027	536	2,491	24,830	2,037	22,793	.007	.002	.006	.003
INSURANCE & TAXES	2,451	2,900	449-	30,346	34,800	4,454-	.006	.012	.007	.011
TOTAL	69,206	59,839	9,367 *	687,327	672,180	15,147 *	.160	.245	.168	.173
PRODUCT TOTALS PERMETHRIN	132,669	117,125	15,544	1,374,404	1,342,672	31,732	.307	.481	.337	.364

ICL
Dec
new mon
XG10

EXXONMOBIL-013576

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%		ACTUAL SCHEDULED CAPACITY	56,550	%

VERTAC - WEST HELENA

PROD--CHEVRON
UNIT--GAL

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
MOLYBDIC OXIDE				84,100		84,100			1.487	
TOTAL			*	84,100		84,100 *			1.487	
SALARY				11,723		11,723			.207	
WAGES				48,749		48,749			.862	
FRINGES				23,273		23,273			.412	
ORDINARY SUPPLY	74		74	17,148		17,148			.303	
OTHER CHEMICALS				3,329		3,329			.059	
NITROGEN				9,540		9,540			.169	
GAS				18,029		18,029			.319	
POWER				4,641		4,641			.082	
COOLING WATER				5,575		5,575			.099	
STEAM				19,261		19,261			.341	
AIR				2,462		2,462			.044	
OTHER				13,039		13,039			.231	
TOTAL	74		74 *	176,749		176,769 *			3.126	
EFFLUENT CONTROL				10,512		10,512			.186	
LAB				25,758		25,758			.455	
STORE & RECEIVING				2,422		2,422			.043	
SAFETY & SECURITY				21,106		21,106			.373	
SHIP & PACKAGING				1,103		1,103			.020	
MAINTENANCE				32,992		32,992			.583	
YARDS & GROUNDS				9,054		9,054			.160	
TOTAL			*	102,947		102,947 *			1.820	
PRODUCT TOTALS CHEVRON	74		74	363,816		363,816			6.434	

EXXONMOBIL-013577

SUMMARY

PRODUCTION

ACTUAL % THIS MONTH	YEAR-TO-DATE	ACTUAL %
%	344,200	%

VERTAC - WEST HELENA

ACTUAL SCHEDULED CAPACITY

PROD--BCI CONTRACT
UNIT--LBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
SALARY				2,177		2,177			.006	.007
WAGES				6,140		6,140			.018	.022
FRINGES				2,526		2,526			.007	.007
ORDINARY SUPPLY				528		528			.002	.003
NITROGEN				1,206		1,206			.004	.010
POWER										.003
COOLING WATER										.005
STEAM										.009
AIR										.001
OTHER										
TOTAL			*	12,577		12,577 *			.037	.068
EFFLUENT CONTROL										.010
LAB	442		442	6,040		6,040			.018	.017
STORE & RECEIVING										.003
SAFETY & SECURITY										.023
MAINTENANCE				6,102		6,102			.018	.034
YARDS & GROUNDS										.004
TOTAL	442		442 *	12,142		12,142 *			.035	.090
PRODUCT TOTALS BCI CONTRACT	442		442	24,719		24,719			.072	.158

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH	YEAR-TO-DATE	ACTUAL %
%			%

VERTAC - WEST HELENA

ACTUAL SCHEDULED CAPACITY

PROD--FIRST CHEMICAL UNIT--LBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LBT.YR ACTUAL
SALARY				3,956		3,956				
WAGES				12,930		12,930				
FRINGES				6,495		6,495				
ORDINARY SUPPLY				22,402		22,402				
NITROGEN				984		984				
GAS				1,247		1,247				
POWER				467		467				
COOLING WATER				295		295				
STEAM				2,967		2,967				
AIR				277		277				
WASTE DISPOSAL				2,161		2,161				
OTHER				103		103				
TOTAL			*	54,284		54,284 *				
LAB				4,009		4,009				
STORE & RECEIVING				614		614				
SAFETY & SECURITY				4,460		4,460				
SHIP & PACKAGING				30		30				
MAINTENANCE				53,158		53,158				
YARDS & GROUNDS				3,254		3,254				
TOTAL			*	65,527		65,527 *				
PRODUCT TOTALS FIRST CHEMICAL				119,811		119,811				

DATE 12/31/84 UNIT COST REPORT BY PRODUCT PAGE 47 BCOST2

SUMMARY

PRODUCTION

	ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
	166%	7,470	ACTUAL	7,470	7%
VERTAC - WEST HELENA		4,500	SCHEDULED CAPACITY	103,500	

MSMA

PROD—~~VERSAR~~ 600
UNIT—GALS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
MSMA TECH	26,530	27,258	728-	48,056	624,934	578,878-	3.552	6.057	6.433	6.997
DOWFAX 362		2,136	2,136-		47,587	47,587-		.475		.478
ETHYLENE GLYCOL		325	325-		7,066	7,066-		.072		.061
TOTAL	26,530	29,719	3,189-*	48,056	681,587	633,531-*	3.552	6.604	6.433	7.536
FORMULATING & PKG		4,622	4,622-	4,067	106,296	102,229-		1.027	.544	1.011
CONTAINERS		3,768	3,768-	1,892	65,330	63,438-		.837	.253	.588
TOTAL		8,390	8,390-*	5,959	171,626	165,667-*		1.864	.798	1.600
TOTAL MANUF.COSTS	26,530	38,109	11,579-	54,015	853,213	799,198-	3.552	8.469	7.231	9.136
PRODUCT TSF @ STD.	35,177-	37,098-	1,921	62,231-	853,254-	791,023	4.709-	8.244-	8.331-	8.303
TOTAL	35,177-	37,098-	1,921 *	62,231-	853,254-	791,023 *	4.709-	8.244-	8.331-	8.303
PRODUCT TOTALS VERSAR 600	8,647-	1,011	9,658-	8,216-	41-	8,175-	1.158-	.225	1.100-	.832

Transferred from V'Bay

Not in Inventory

EXXONMOBIL-013580

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
%	4,177	ACTUAL	4,177	8%
		SCHEDULED CAPACITY	49,500	

VERTAC - WEST HELENA

PROD--VERSAR 660
UNIT--GALS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
MGMA TECH					429,300	429,300-				7.140
TOTAL			*		429,300	429,300-*				7.140
FORMULATING & PKG					60,079	60,079-				1.213
CONTAINERS					36,530	36,530-				.544
TOTAL			*		96,609	96,609-*				1.757
TOTAL MANUF.COSTS					525,909	525,909-				8.896
PRODUCT TSF @ STD.					527,260-	527,260				7.805
TOTAL			*		527,260-	527,260 *				7.805
PRODUCT TOTALS VERSAR 660					1,351-	1,351				1.091

SUMMARY

PRODUCTION

	ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
VERTAC - WEST HELENA	49%	345,501 700,000	ACTUAL SCHEDULED CAPACITY	6,921,400 9,250,000	84%

PROD--POWER
UNIT--KWH

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
ELECTRICITY	20,181	41,160	20,979-	408,853	492,450	83,597-	.058	.059	.059	.051
TOTAL	20,181	41,160	20,979-*	408,853	492,450	83,597-*	.058	.059	.059	.051
MAINTENANCE										
TOTAL			*			*				
TOTAL MANUF.COSTS	20,181	41,160	20,979-	408,853	492,450	83,597-	.058	.059	.059	.051
ALLOCATION TMF	20,181-	41,160-	20,979	408,853-	492,450-	83,597	.058-	.059-	.059-	.051
TOTAL	20,181-	41,160-	20,979 *	408,853-	492,450-	83,597 *	.058-	.059-	.059-	.051

PRODUCT TOTALS
POWER

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

	ACTUAL % THIS MONTH	YEAR-TO-DATE ACTUAL %
	%	%

VERTAC - WEST HELENA

ACTUAL SCHEDULED CAPACITY

PROD--AIR UNIT--

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
POWER	894	576	320	12,566	6,892	5,674				
TOTAL	894	576	320 *	12,566	6,892	5,674 *				
LAB				337		337				
MAINTENANCE	2,084	347	1,737	16,090	4,200	11,890				
TOTAL	2,084	347	1,737 *	16,427	4,200	12,227 *				
TOTAL MANUF.COSTS	2,980	923	2,057	28,993	11,092	17,901				
ALLOCATION TWF	2,980-	923-	2,057-	28,991-	11,092-	17,899-				
TOTAL	2,980-	923-	2,057-*	28,991-	11,092-	17,899-*				
PRODUCT TOTALS AIR				2		2				

UNIT COST REPORT BY PRODUCT

SUMMARY

ACTUAL %	THIS MONTH	PRODUCTION	YEAR-TO-DATE	ACTUAL %
%		ACTUAL SCHEDULED CAPACITY		%

VERTAC - WEST HELENA

PROD--COOLING WATER UNIT--

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
ORDINARY SUPPLY		45	45-		540	540-				
OTHER CHEMICALS		1,160	1,160-	7,311	13,920	6,609-				
POWER	1,407	3,443	2,254-	31,716	43,830	12,114-				
TOTAL	1,407	4,848	3,461-*	39,027	58,290	19,263-*				
MAINTENANCE	429	555	126-	10,579	6,704	3,875				
TOTAL	429	555	126-*	10,579	6,704	3,875 *				
TOTAL MANUF.COSTS	1,836	5,423	3,587-	49,606	64,994	15,388-				
ALLOCATION TSF	1,835-	5,423-	3,588	49,605-	64,994-	15,389				
TOTAL	1,835-	5,423-	3,588 *	49,605-	64,994-	15,389 *				
PRODUCT TOTALS COOLING WATER	1		1	1		1				

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

	ACTUAL %	THIS MONTH		YEAR-TO-DATE	ACTUAL %
	89%	3,035	ACTUAL	37,510	109%
VERTAC - WEST HELENA		3,400	SCHEDULED CAPACITY	34,425	

PROD--STEAM
UNIT--MLBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	CUR.MONTH SCHED.	YTD ACTUAL	LST.YR ACTUAL
OTHER CHEMICALS		370	370-	2,975	4,440	1,465-		.109	.079	.147
FUEL OIL										
GAS	14,045	15,750	315	180,449	186,110	5,661-	5.293	4.632	4.811	5.131
POWER	472	535	137	6,641	6,401	240	.221	.157	.177	.185
TOTAL	14,737	16,455	82 *	190,065	196,951	6,886-*	5.515	4.899	5.067	5.462
MAINTENANCE	1,424	2,163	537-	33,914	26,132	7,782	.536	.636	.904	1.126
INSURANCE & TAXES	31	30	1	416	360	56	.010	.009	.011	.016
TOTAL	1,457	2,193	536-*	34,330	26,492	7,838 *	.546	.645	.915	1.141
TOTAL MANUF.COSTS	18,394	18,848	454-	224,395	223,443	952	6.061	5.544	5.982	6.603
ALLOCATION TSF	18,395-	18,848-	453	224,395-	223,443-	952-	6.061-	5.544-	5.982-	6.604
TOTAL	18,395-	18,848-	453 *	224,395-	223,443-	952-*	6.061-	5.544-	5.982-	6.604
PRODUCT TOTALS STEAM	1-		1-							

SUMMARY

PRODUCTION

	ACTUAL % THIS MONTH			YEAR-TO-DATE		ACTUAL %
VERTAC - WEST HELENA	%		ACTUAL SCHEDULED CAPACITY			%

PROD---EFFLUENT
UNIT--

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
WAGES	811	800	11	9,250	9,600	1,350-				
FRINGES	158	184	29-	2,304	2,392	88-				
ORDINARY SUPPLY				154		154				
OTHER CHEMICALS										
POWER	1,407	4,034	2,627-	31,716	48,260	16,544-				
WASTE DISPOSAL		100	100-		1,200	1,200-				
OTHER										
TOTAL	2,376	5,120	2,744-*	42,424	61,452	19,028-*				
LAB	3,761	1,605	2,156	45,673	21,940	23,733				
MAINTENANCE	1,293	1,179	114	14,660	14,216	444				
INSURANCE & TAXES	436	515	79-	5,836	6,180	344-				
TOTAL	5,490	3,499	2,191 *	66,169	42,336	23,833 *				
TOTAL MANUF.COSTS	8,066	8,619	553-	108,593	103,788	4,805				
ALLOCATION TDF	7,944-	8,619-	675	108,472-	103,788-	4,684-				
TOTAL	7,944-	8,619-	675 *	108,472-	103,788-	4,684-*				
PRODUCT TOTALS EFFLUENT	122		122	121		121				

121 did not take in aspirin

EXXONMOBIL-013586

UNIT COST REPORT BY PRODUCT
SUMMARY
PRODUCTION

	ACTUAL % THIS MONTH			YEAR-TO-DATE ACTUAL %
VERTAC - WEST HELENA	%	ACTUAL SCHEDULED CAPACITY		PROD—OVERHEAD UNIT—

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
D L PROJECT				4,492		4,492				
TOTAL			*	4,492		4,492 *				
SALARY				413	425	12-				
WAGES	10,812	4,600	6,212	60,605	56,790	3,815				
FRINGES	6		6	88		88				
ORDINARY SUPPLY	272	345	73-	4,461	4,140	321				
POWER	951	2,017	1,066-	21,347	24,127	2,780-				
OTHER	31		31	1,220		1,220				
TOTAL	12,072	6,962	5,110 *	88,134	85,482	2,652 *				
SALES				18,251-		18,251-				
TOTAL			*	18,251-		18,251-*				
LAB	5,395	3,892	1,503	35,886	26,121	9,765				
STORE & RECEIVING	1,497	1,842	145-	22,517	22,392	125				
SAFETY & SECURITY	14,239	19,978	5,739-	196,085	203,919	7,834-				
SHIP & PACKAGING	3	530	527-	1,420	6,360	4,940-				
MAINTENANCE	14,453	25,467	11,014-	194,146	307,168	113,022-				
YARDS & GROUNDS	9,082	1,610	7,472	77,984	6,195	71,789				
TOTAL	44,849	53,319	8,450-*	528,038	572,155	44,117-*				
TOTAL MANUF.COSTS	56,941	60,281	3,340-	602,413	657,637	55,224-				
ADMINISTRATIVE	46,206	35,302	10,903	481,563	423,594	57,969				
DEPRECIATION	55,298	56,000	702-	657,739	672,000	14,261-				
TOTAL	101,503	91,302	10,201 *	1,139,322	1,095,594	43,728 *				
ALLOCATION TBF	56,940-	40,281-	3,341	612,714-	657,637-	44,923				
TOTAL	56,940-	40,281-	3,341 *	612,714-	657,637-	44,923 *				
PRODUCT TOTALS OVERHEAD	101,504	91,302	10,202	1,129,021	1,095,594	33,427				

UNIT COST REPORT BY PRODUCT

SUMMARY

PRODUCTION

	ACTUAL % THIS MONTH			YEAR-TO-DATE	ACTUAL %
VERTAC - WEST HELENA	%	ACTUAL SCHEDULED CAPACITY			%

PROD—IDLE PLANT
UNIT—LBS

EXPENSE DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	UNIT COST CUR.MONTH ACTUAL	SCHED.	YTD ACTUAL	LST.YR ACTUAL
MAINTENANCE				2,942		2,942				
INSURANCE & TAXES										
TOTAL			*	2,942		2,942 *				
PRODUCT TOTALS IDLE PLANT				2,942		2,942				

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
5430	CAUSTIC SODA						
5990	ETHYLENE GLYCOL		325	325-	2,210	13,646	11,428-
5600	MONA TECH	24,530	27,258	728-	63,171	1,085,074	1,021,903-
5610	DOWFAX 3B2		2,136	2,136-	19,745	92,992	73,247-
5620	CACO ACID				356,212	347,174	9,036
5630	DCA	2,658		2,658	1,908,018	1,383,321	524,697
5640	PROPIONIC ACID				220,689	149,351	71,338
5650	PROPIONIC ANHYDRIDE				118,250	85,040	33,210
5660	MESITYL OXIDE	9,350		9,350	588,447	352,135	236,312
5670	EMULSIFIER				148,785	126,200	22,585
5680	ISOPHORONE				250,130	230,709	19,421
5850	OTHER RAW MATERIALS				158,756		158,756
4100	SALARIES	8,651	7,760	891	133,968	126,415	7,553
4110	WAGES	32,540	30,870	1,670	456,323	417,294	39,029
4140	HOLIDAY & VAC PAY	9,923	3,715	6,208	56,490	44,580	11,910
4150	SICK & ALLOWED PAY	610	440	170	6,058	5,280	778
4160	OTHER (CALL-OUT PRE)	283		283	2,286		2,286
4330	FUEL OIL						
4340	NATURAL GAS	16,613	15,750	863	217,992	197,200	20,792
4350	ELECTRICITY	20,181	41,160	20,979-	408,853	492,450	83,597-
4360	WATER	1,527	675	852	13,565	8,100	5,465
4390	TRVL & ENTERTAINMENT	31		31	1,109		1,109
4400	ORDINARY SUPPLIES	1,302	2,110	808-	70,857	25,320	45,537
4410	MAINTENANCE SUPPLIES				10		10
4460	MISCELLANEOUS				67,441	8,704	58,737
4470	NITROGEN	2,416	1,935	481	30,896	23,220	7,676
4510	OTHR CHEM & SOLVENTS		4,680	4,680-	24,247	56,160	31,913-
4540	OFF SITE WASTE DISPO		100	100-	5,701	1,200	4,501
4580	OTHR WSTE TREAT CHEM						
4590	CONTRACT FORMULATING				989,326	700,000	289,326
4630	PROFESSIONAL FEES						
4650	RENTALS	2,184	2,355	171-	26,973	28,260	1,287-
6950	SALARY FRINGES	2,467		2,467	40,992		40,992
6960	WAGE FRINGES	8,732	8,783	51-	138,821	138,377	444
	DEPARTMENT TOTALS	146,198		3,854-*		6,138,204	*
	PRODUCTION		150,052		6,526,329		388,125

MAINTENANCE-GENERAL

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
6100	SALARIES						
6110	WAGES	22,055	22,140	85-	233,985	245,680	11,695-
6140	HOLIDAY & VAC PAY	4,107	2,270	1,837	24,028	27,240	3,212-
6150	SICK & ALLOWED PAY	70	265	195-	977	3,180	2,203-
6160	OTHER (CALL-OUT PRE)				993		993
6170	EDUCATION EXPENSE						
6300	CONTRACT LABOR & MTL	4,035	4,355	320-	42,131	52,260	10,129-
6390	TRVL & ENTERTAINMENT		175	175-	6,491	2,100	4,391
6400	ORDINARY SUPPLIES	3,166	160	3,006	12,154	1,920	10,234
6410	MAINTENANCE SUPPLIES	30,653	27,130	3,523	404,419	325,560	79,059
6420	MAINTENANCE TOOLS	2,100	300	1,800	6,986	3,600	3,386
6430	EXPENDABLE ITEMS	3,646	1,270	2,376	24,688	15,240	9,448
6460	MISCELLANEOUS	347	150	197	3,289	1,800	1,489
6510	OTHR CHEM & SOLVENTS				712		712
6620	FEES & TUITIONS		115	115-	1,674	1,380	294
6650	RENTALS	291	655	374-	10,709	7,860	2,849
6900	POWER	92	412	320-	3,842	4,926	1,084-
6930	SALARY FRINGES						
6940	WAGE FRINGES	6,432	5,143	1,289	79,213	66,195	13,018
	DEPARTMENT TOTALS	77,004		12,464 *		778,941	*
	MAINTENANCE-GENERAL		64,540		876,491		97,550

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DATE 12/31/84 VERTAC - WEST HELENA COST REPORT BY DEPARTMENT PAGE 58 9COST4

STORE & RECEIVING

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
6100	SALARIES						
6110	WAGES	1,332	1,450	118-	14,433	17,400	2,967-
6140	HOLIDAY & VAC PAY	59	145	86-	1,224	1,740	516-
6370	TRVL & ENTERTAINMENT						
6400	ORDINARY SUPPLIES				431		431
6410	MAINTENANCE SUPPLIES				20		20
6660	LEASE ITEMS						
6680	FREIGHT IN (MISC.)		55	55-	3,205	660	2,545
6950	SALARY FRINGES						
6960	WAGE FRINGES	365	337	28	4,428	4,332	96
	DEPARTMENT TOTALS	1,756		231-*		24,132	*
	STORE & RECEIVING		1,987		23,741		391-

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DATE 12/31/84 VERTAC - WEST HELENA COST REPORT BY DEPARTMENT PAGE 59 DCOST4

SAFETY & SECURITY

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
6100	SALARIES	750	2,070	1,320-	22,254	24,840	2,586-
6110	WAGES	5,188	5,250	92-	61,265	63,000	1,735-
6140	HOLIDAY & VAC PAY	2,710	195	2,515	8,840	2,340	6,500
6150	SICK & ALLOWED PAY	21-	45	66-	421	540	119-
6190	EDUCATION EXPENSE		65	65-		780	780-
6260	MEDICAL EXAMS	185	1,290	1,105-	13,740	15,480	1,740-
6270	BLOOD TEST	243	445	102-	5,697	5,340	357
6280	SAFETY SUPPLIES	5,869	4,080	1,789	68,206	48,960	19,246
6390	TRAL & ENTERTAINMENT	352	175	184	3,607	2,100	1,507
6400	ORDINARY SUPPLIES		115	115-	16	1,380	1,364-
6410	MAINTENANCE SUPPLIES						
6620	FEES & TUITIONS				625		625
6700	POWER	316	741	425-	8,233	8,862	629-
6730	SALARY FRINGES	280		280	6,789		6,789
6740	WAGE FRINGES	1,275	6,488	5,193-	18,546	42,039	23,493-
	DEPARTMENT TOTALS	17,244		3,715-*		215,661	*
	SAFETY & SECURITY		20,959		218,239		2,578

EXXONMOBIL-013592

LABORATORY

CONTROL NUMBER	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST
4100	SALARIES	3,549	4,200	651-	44,092	50,400	6,308-
4110	WAGES	11,414	11,465	51-	160,496	138,132	22,364
4120	HOLIDAY & VAC PAY	3,414	1,505	1,909	14,755	16,060	1,305-
4130	SICK & ALLOWED PAY	68	170	102-	1,141	2,100	959-
4140	OTHER (CALL-OUT PRE)				561		561
4190	EDUCATION EXPENSE						
4200	SAFETY SUPPLIES						
4300	CONTRACT LABOR & MTL				4,926		4,926
4390	TRVL & ENTERTAINMENT				1,157		1,157
4400	ORDINARY SUPPLIES	4,114	2,790	2,324	42,593	33,480	9,113
4410	MAINTENANCE SUPPLIES				1,755		1,755
4440	MISCELLANEOUS						
4510	OTHR CHEM & SOLVENTS		140	140-		1,490	1,490-
4580	OTHR WATR TREAT CHEM				107		107
4620	FEES & TUITIONS				125		125
4650	RENTALS		45	45-	580	780	200-
4900	POWER	479	823	344-	8,501	9,847	1,346-
4940	EFFLUENT COST	1,365	1,121	244	13,409	11,190	2,219
4990	SALARY FRINGES	1,072		1,072	13,754		13,754
4999	WAGE FRINGES	2,045	4,377	1,332-	49,414	56,577	8,163-
	DEPARTMENT TOTALS	30,563		3,899 *		322,246	*
	LABORATORY		26,484		340,344		30,120

EXXONMOBIL-013593

SHIPPING & PACKAGING

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST
8870	PACKAGING MATERIALS	106		106	3,517		3,517
8970	CONTAINERS	4,734	3,768	966	209,312	244,886	57,574-
4100	SALARIES	477	190	487	8,435	15,385	6,750-
4110	WAGES	2,051		2,051	29,477	26,924	2,553
4140	HOLIDAY & VAC PAY	244		244	6,490		6,490
4150	SICK & ALLOWED PAY	145		145	1,689		1,689
4160	OTHER (CALL-OUT PRE)	(273)		273	797		797
4400	ORDINARY SUPPLIES	174	1,040	866-	8,575	12,720	4,145-
4410	MAINTENANCE SUPPLIES				97		97
4850	SALARY FRINGES	207		207	2,860		2,860
4860	WAGE FRINGES	444	207	437	7,821	16,393	8,572-
	DEPARTMENT TOTALS	8,372		4,154 *		340,308	*
	SHIPPING & PACKAGING		5,225		281,262		57,044-

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YARDS & GROUNDS

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST
6100	SALARIES	886		886	7,903		7,903
6110	WAGES	6,250	1,600	4,650	37,447	6,075	31,372
6300	CONTRACT LABOR & MTL				7,349		7,349
6360	WATER				868		868
6400	ORDINARY SUPPLIES		10	10-	8,509	120	8,389
6410	MAINTENANCE SUPPLIES				2,541		2,541
6940	EFFLUENT COST						
6950	SALARY FRINGES	219		219	2,312		2,312
6960	WAGE FRINGES	1,727		1,727	11,903		11,903
	DEPARTMENT TOTALS	9,082		7,472 *		6,195	*
	YARDS & GROUNDS		1,610		78,852		72,657

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DATE 12/31/84 VERTAC - WEST HELENA COST REPORT BY DEPARTMENT PAGE 63 SCOST4

G L PROJECT

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	CURRENT MONTH AMOUNTS SCHEDULED COST	CURRENT MONTH AMOUNTS OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	YEAR-TO-DATE AMOUNTS SCHEDULED COST	YEAR-TO-DATE AMOUNTS OVER/UNDER SCHED.COST
6100	SALARIES				12-		12-
6390	TRVL & ENTERTAINMENT				3,381		3,381
6400	ORDINARY SUPPLIES				1,123		1,123
	SUB TOTAL				4,492		4,492
8370	COMMUNICATIONS				96		96
	DEPARTMENT TOTALS				*		*
	G L PROJECT				4,588		4,588
	SUB TOTAL						

EXXONMOBIL-013596

ADMINISTRATIVE

CONTROL NUMBER	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST
8100	SALARIES	26,331	21,732	4,599	304,544	260,784	45,792
8140	HOLIDAY & VAC.PAY	2,755	439	2,316	9,155	5,268	3,887
8150	SICK PAY	91	68	23	374	814	440-
8160	OTHER PAY	45	156	111-	175	1,672	1,497-
8200	PAYROLL TAXES	1,575	2,457	882-	25,944	29,484	3,539-
8210	GROUP INSURANCE	847	727	140-	10,627	8,724	1,903
8220	WORKM. COMP INSURANCE	287	215	72	3,007	2,580	427
8230	PENSION PLAN COST	1,116	602	514	9,213	7,200	2,013
8240	EMPLOYMENT COST				644		644
8310	TEMPORARY HELP				4,255		4,255
8350	ELECTRICITY	771	840	69-	9,610	10,050	440-
8370	COMMUNICATIONS	3,874	3,588	286	46,746	43,056	5,690
8390	TRVL & ENTERTAINMENT	1,075	600	2,475	9,569	7,200	2,369
8400	OFFICE SUPPLIES	344	1,423	1,059-	15,796	17,076	1,280-
8460	MISCELLANEOUS	2,397	259	2,138	12,962	3,108	9,854
8610	DUES & SUBSCRIPTIONS	367	989	622-	2,258	11,868	9,610-
8620	FEES & TUITIONS		140	140-	1,480	1,680	200-
8698	OTHER LEASE EXPENSE	1,529	1,049	519	11,082	12,828	1,746-
	DEPARTMENT TOTALS	46,206		10,903 *		423,594	*
	ADMINISTRATIVE		35,302		481,467		57,873

GENERAL PLANT

CONTROL	CONTROL DESCRIPTION	CURRENT MONTH AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST	YEAR-TO-DATE AMOUNTS ACTUAL COST	SCHEDULED COST	OVER/UNDER SCHED.COST
6400	INSURANCE-PLANT	7,399	9,975	2,576-	88,540	119,700	31,160-
6710	PROPERTY TAXES & LIC	3,111	3,680	569-	41,652	44,160	2,508-
6840	EFFLUENT COST	435	475	40-	5,545	5,662	117-
	SUB TOTAL	10,945	14,130	3,185-	135,737	169,522	33,785-
6990	ALLC COST CENTER TRF	467-	549-	79	4,252-	4,540-	288
8900	DEPRECIATION	55,298	56,000	702-	657,759	672,000	14,241-
	DEPARTMENT TOTALS	65,776		2,809-*		834,982	*
	GENERAL PLANT		69,585		787,244		47,738-

COMPANY: VERTAC - WEST HELENA

PROJECTS IN PROGRESS

CAPITAL EXPENDITURE STATUS - AFE

DECEMBER, 1984

PROJECT DESCRIPTION	(1) AFE NUMBER VERTAC	(1) AFE NUMBER PLANT	(2) ACTUAL CAPITAL SPENDING PRIOR TO 1/1/84	(3) CURRENT YEAR	(4) TOTAL	(5) ESTIMATI COST TO COMPLETI
PROPANIL BLEND TANK		8306		21,865	21,865	
PERM CONTROL ROOM		8310	1,249		1,249	
DRUM STORAGE AREA		8315		8,604	8,604	
BREAKROOM REPAIRS		8316		1,225	1,225	
PUR & INST PROPANIL REACTOR		8317		89,295	89,295	
REPAIR PROPANIL SLAB		8318		29,882	29,882	
PARALLEL VACCUM SYSTEM		8319		4,204	4,204	
HOT OIL HEATER		8320		340	340	
OFFICE REMODELING		8443		5,630	5,630	
			1,249	161,045	162,294	

COMPANY: VERTAC - WEST HELENA

COMPLETED PROJECT

CAPITAL EXPENDITURE STATUS - AFE

DECEMBER, 1984

PROJECT DESCRIPTION	(1) AFE NUMBER VERTAC	(1) AFE NUMBER PLANT	(2) ACTUAL CAPITAL SPENDING PRIOR TO 1/1/84	(3) CURRENT YEAR	(4) TOTAL	(5) ESTIMA COST COMPLE
PERM CAUSTIC SCRUBBER		8302	7,747		7,747	
PORTABLE AIR COMPRESSOR		8303	8,717		8,717	
DRUM CRUSHER		8305		5,250	5,250	
ICI HOT HOUSE		8311		31,264	31,264	
HYPOCHLORITE TANK		8312		31,200	31,200	
CONDENSER FOR REFRIG UNIT		8313		16,042	16,042	
RAILROAD SPUR (LAND IMPROV)		8314		36,550	36,550	
			16,464	120,306	136,770	

DATE 1/11/85 SUMMARY INVENTORY PAGE 1
FINISHED GOODS VALUE REPORT VERTAC - WEST HELENA SINVRP

PRODUCT GROUP DESCRIPTION	WH #	UNIT	QTY ON HAND	UNIT COST	EXTENDED VALUE
PROPANIL 3#	04	GAL	10,235	8.21	84,029.35
TOTAL PROPANIL 3#			10,235	8.21	84,029.35 *
PROPANIL 4#	04	GAL	2,465	9.41	23,195.65
PROPANIL 4#	10	GAL	1,015	9.63	9,774.45
PROPANIL 4#	15	GAL	4,695	9.41	44,179.95
TOTAL PROPANIL 4#			8,175	9.44	77,150.05 *
DSMA	04	GAL	540	3.63	1,960.20
DSMA	10	GAL	612	3.63	2,221.56
TOTAL DSMA			1,152	3.63	4,181.76 *
PHYTAR 560	04	GAL	1,969	14.30	28,156.70
PHYTAR 560	10	GAL	9,890	14.30	141,427.00
PHYTAR 560	15	GAL	7,854	14.30	112,312.20
PHYTAR 560	34	GAL	504	14.30	7,207.20
PHYTAR 560	35	GAL	1,512	14.30	21,621.60
TOTAL PHYTAR 560			21,585	14.30	310,724.70 *
BROADSIDE	04	GAL	194	12.10	2,347.40
BROADSIDE	10	GAL	2,508	12.10	30,346.80
BROADSIDE	15	GAL	1,008	12.10	12,196.80
BROADSIDE	34	GAL	144	12.10	1,742.40
BROADSIDE	35	GAL	828	12.10	10,018.80
TOTAL BROADSIDE			4,682	12.10	56,652.20 *
BOLLS-EYE	04	GAL	125	14.25	1,781.25
BOLLS-EYE	10	GAL	1,560	14.25	22,230.00
BOLLS-EYE	15	GAL	23,170	14.25	330,172.50
BOLLS-EYE	20	GAL	1,780	14.25	25,365.00
BOLLS-EYE	35	GAL	170	14.25	2,422.50
BOLLS-EYE	37	GAL	3,480	14.25	49,590.00
TOTAL BOLLS-EYE			30,285	14.25	431,561.25 *
TOTAL FINISHED GOODS					964,299.31 **

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DATE 1/11/85 SUMMARY INVENTORY PAGE 2

RAW MATERIALS VALUE REPORT VERTAC - WEST HELENA SINVRP

PRODUCT GROUP DESCRIPTION	WH #	UNIT	QTY ON HAND	UNIT COST	EXTENDED VALUE
DCA	04	LBS	70,647	1.32	93,254.04
PROPIONIC ACID	04	LBS	21,910	.38	8,325.80
PROPIONIC ANHYDRIDE	04	LBS	22,289	.81	18,054.09
MESITYL OXIDE	04	LBS	48,287	.55	26,557.85
ISOPHORONE	04	LBS	24,340	.79	19,228.60
EMULSIFIER	04	LBS	14,100	.56	7,896.00
DOWFAX 3B2	04	LBS	6,060	.86	5,211.60
ETHYLENE GLYCOL	04	LBS	4,066	.36	1,463.76
CACODYLIC ACID	04	LBS	10,410	14.75	153,547.50
XYLENE	04	LB	9,000	.19	1,710.00
MIBK	04	LB	36,000	.47	16,920.00
MOLYBDIC OXIDE	04	LBS	520	4.00	2,080.00
CANS-5 GAL	04	EACH	22	3.23	71.06
DRUMS-30 GAL	04	EACH	78	17.30	1,349.40
DRUMS-55 GAL	04	EACH	126	25.35	3,194.10
JUGS-DSMA 2 1/2	04	EACH	6,616	1.40	9,262.40
JUGS PHYTAR 560 2 1/2	04	EACH	1,902	1.46	2,776.92
JUGS-BOLLS EYE-2 1/2	04	EACH	2,106	1.46	3,074.76
JUGS-BROADSIDE 2 1/2	04	EACH	1,626	1.46	2,373.96
JUGS-5 GAL PLASTIC	04	EACH	1,658	2.92	4,841.36
JUGS-1 GAL PLASTIC	04	EACH	7,872	.40	3,148.80
JUGS-PHYTAR 560 1 GAL	04	EACH	132	.55	72.60
JUGS-BROADSIDE 1 GAL	04	EACH	2,400	.55	1,320.00
TOTAL RAW MATERIALS					385,734.60 **

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ENCLOSURE 1

ENCLOSURE 1

SPECIAL NOTICE REGARDING
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
CEDAR CHEMICAL CORPORATION SUPERFUND SITE
WEST HELENA, PHILLIPS COUNTY, ARKANSAS

This Special Notice is from the U.S. Environmental Protection Agency (EPA). This notice says you may be liable for the costs of the cleanup of hazardous substances released into the environment at the Cedar Chemical Corporation (CCC) Superfund Site (Site) which is located in West Helena, Phillips County, Arkansas.

This notice provides you with information in four categories:

1. First, this notice tells you that you may be liable for the cleanup of hazardous substances, including acetic acid, benzoic acid, carbon tetrachloride, butyl amine, copper, copper cyanide, and sodium cyanide, at the Cedar Chemical Corporation Superfund Site (Site). This notice is issued under the Comprehensive Environmental Response, Compensation, and Liability Act, which is abbreviated as "CERCLA." CERCLA is also known as Superfund.

2. Second, this notice asks you to pay certain costs and/or to finance or perform a Remedial Investigation and Feasibility Study (RI/FS) regarding the hazardous substance contamination on the Site under a settlement agreement with the EPA. The purpose of the Remedial Investigation is to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site. The purpose of the Feasibility Study is to determine and evaluate alternatives for remedial action to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site.

3. Third, this notice requests that you respond within 14 days from your receipt of this notice on whether you wish to be added to the on-going negotiations to enter into a settlement to conduct or finance the RI/FS.

4. Fourth, this notice explains that the EPA will consider any party's ability to pay in determining an appropriate settlement amount and/or performance of the RI/FS.

BACKGROUND

The Site is a former specialty chemical manufacturing facility located on about 48 acres of property at West Helena, Arkansas. Its business address is 49 Phillips Road. The Site is bounded by Arkansas Highway 242 to the northwest, the Union Pacific Railway to the northeast, and other industrial park properties to the southeast and southwest. Residential areas are located within one half mile southwest and northeast of the Site. The Site consists of six separate processing units, laboratories, a finished goods warehouse, a storm water pond, a wastewater treatment plant, a warehouse and various other buildings. The Site was originally constructed in 1970 as a Propanil manufacturing facility by the Helena Chemical Company. The Site was owned and operated by Cedar Chemical Corporation from approximately 1986 until October 2002. Environmental issues associated with the Site included abandoned chemicals, buried drums, a constructed drum vault filled with unknown chemicals, ground water contamination, surface and subsurface soil contamination, and an abandoned storm water and wastewater treatment system. There were a number of hazardous chemicals present at the Site. These substances included, but were not limited to, acetic acid, benzoic acid, carbon tetrachloride, butyl amine, copper, copper cyanide, and sodium cyanide.

I. NOTICE THAT YOU MAY BE LIABLE

CERCLA says that four types of persons (entities) are liable for cleaning up (or paying the EPA to clean up) hazardous substances that have been released. The four types of liable persons are:

1. Persons who now own the place where the hazardous substance was released;

2. Persons who once owned or operated the place where the hazardous substance was released during the time when the hazardous substance was disposed of;

3. Persons who arranged for disposal or treatment of hazardous substances at the place where the hazardous substance was released; or

4. Persons who selected the place where the hazardous substance was released as a disposal site and transported the hazardous substances to that place.

The EPA's term for these persons is Potentially Responsible Parties or PRPs.

You may want to read the section of the CERCLA law, which tells which persons are liable for the cost of cleaning up hazardous substances. CERCLA can be found in Title 42 of the United States Code (U.S.C.) in Sections 9601 through 9675. The part of CERCLA which tells about these responsible parties can be found at Section 9607. Definitions of terms used in CERCLA can be found in Section 9601. Section 9607 is sometimes called Section 107, the section number which it has in the act of Congress.

Records which we have on hand indicate that you generated or transported hazardous substances to the Cedar Chemical Corporation Superfund Site. Accordingly, you may be a potentially responsible party (PRP) under the Superfund law. The EPA invites you to take stock of the evidence and to enter into the enclosed AOC for RI/FS on the Site in order to settle your liability with the EPA with respect to this matter.

II NEGOTIATION PERIOD AND MORATORIUM REGARDING CERTAIN ACTIVITY AT THE SITE

The EPA has determined that use of the special notice procedures specified in CERCLA Section 122(e), 42 U.S.C. § 9622(e), may facilitate a settlement between the EPA and the PRPs the EPA has thus far identified. Therefore, pursuant to CERCLA Section 122(e)(2)(C), 42 U.S.C. § 9622(e)(2)(C), this notice offers you the opportunity to negotiate a settlement, to conduct an RI/FS at the Site. The settlement will provide for you and other PRPs to: (1) conduct or finance the RI/FS activities required for the Site, and (2) reimburse the EPA for costs to be incurred in overseeing the PRPs' performance of the RI/FS.

If settlement is reached between the EPA and the PRPs, the settlement will be embodied in an AOC to be issued by the Superfund Division Director, EPA Region 6.

A draft AOC, written specifically for the Site, and a draft Statement of Work (SOW) for the RI/FS activities are enclosed (Enclosure 2 and 3, respectively). An electronic version of the draft AOC and SOW may be obtained from EPA Assistant Regional Counsel Mr. Marvin Benton at (214) 665-3190.

III PLEASE RESPOND WITHIN 14 DAYS OF YOUR RECEIPT OF THIS LETTER

Please use the enclosed draft AOC and draft SOW to assist you in determining whether you wish to negotiate a settlement to conduct the RI/FS and for reimbursing the EPA for future oversight costs. Please provide in writing a statement that you are willing to negotiate the performance and/or financing of the RI/FS in a manner consistent with the EPA's draft SOW and draft AOC and that you are also willing to negotiate the means to reimburse the EPA for response costs to be incurred in overseeing the PRPs performance of the RI/FS.

If the EPA determines that you have not submitted a statement within the 14-day period, the EPA may, thereafter, terminate its offer inviting you to the negotiation moratorium period pursuant to Subsection 122(e)(4) of CERCLA, 42 U.S.C. § 9622(e)(4), and commence such response activities or enforcement actions as may be appropriate.

Please mail, fax or email your statement to Mr. Marvin Benton at the following address:

Marvin Benton
Assistant Regional Counsel (6RC-S)
U.S. Environmental Protection Agency
Region 6
1445 Ross Avenue
Dallas, TX 75202-2733
(214) 665-3190
FAX (214) 665-6460
E-mail: benton.marving@epa.gov

ENCLOSURE 2

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF: Cedar Chemical SUPERFUND SITE West Helena, Phillips County, Arkansas	ADMINISTRATIVE ORDER ON CONSENT FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY
See Appendix A for List of Respondents, Respondents	U.S. EPA Region 6 CERCLA Docket No. ____ Proceeding Under Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9607 and 9622.

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT
FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the Respondents listed in Appendix A, incorporated by reference herein ("Respondents"). The Settlement Agreement concerns the preparation and performance of a remedial investigation and feasibility study ("RI/FS") at the Cedar Chemical Superfund Site ("Site"), located at 49 Phillips Road, West Helena, Phillips County, Arkansas and the reimbursement for future response costs incurred by EPA in connection with the RI/FS.

2. This Settlement Agreement and Order on Consent is issued under the authority vested in the President of the United States by Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9607 and 9622 ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (Jan. 29, 1987), and further delegated to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D. This authority was further redelegated by the Regional Administrator of EPA Region 6 to the Superfund Division Director by (insert the numerical designations and dates of regional delegation).

3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the Federal and State natural resource trustees on

_____, 2012, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal and State trusteeship.

4. EPA and Respondents recognize that this Settlement Agreement and Order on Consent has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Order do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement and Order on Consent, the validity of the findings of fact, conclusions of law and determinations in Sections V and VI of this Settlement Agreement and Order on Consent . Respondents agree to comply with and be bound by the terms of this Order and further agree that they will not contest the basis or validity of this Settlement Agreement and Order on Consent or its terms.

II. PARTIES BOUND

5. This Settlement Agreement and Order on Consent applies to and is binding upon EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement and Order on Consent. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement and Order on Consent, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and Order on Consent and comply with this Settlement Agreement and Order on Consent. Respondents shall be responsible for any noncompliance with this Settlement Agreement and Order on Consent.

8. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and Order on Consent and to execute and legally bind Respondents to this Settlement Agreement and Order on Consent.

III. STATEMENT OF PURPOSE

9. In entering into this Settlement Agreement and Order on Consent, the objectives of EPA and Respondents are: (a) to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site, by conducting a Remedial Investigation as more specifically set forth in the Statement of Work ("SOW") attached as Appendix B to this Settlement Agreement and Order on Consent; (b) to identify and evaluate

remedial alternatives to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site, by conducting a Feasibility Study as more specifically set forth in the SOW in Appendix B to this Order; and (c) to recover response and oversight costs incurred by EPA with respect to this Order.

10. The Work conducted under this Settlement Agreement and Order on Consent is subject to approval by EPA and shall provide all appropriate and necessary information to assess Site conditions and evaluate alternatives to the extent necessary to select a remedy that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"). Respondents shall conduct all Work under this Settlement Agreement and Order on Consent in compliance with CERCLA, the NCP, and all applicable EPA guidances, policies, and procedures.

IV. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement and Order on Consent that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement and Order on Consent or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall be the effective date of this Order as provided in Section XXIX.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

e. "Texas Commission on Environmental Quality" shall mean the State pollution control agency and any successor departments or agencies of the State.

f. "Engineering Controls" shall mean constructed containment barriers or systems that control one or more of the following: downward migration, infiltration or seepage of surface runoff or rain; or natural leaching migration of contaminants through the subsurface over time. Examples include caps, engineered bottom barriers, immobilization processes, and vertical barriers.

g. "Future Response Costs" shall mean all costs, including, but not limited to,

direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order, verifying the Work, or otherwise implementing, overseeing, or enforcing this Order, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, Agency for Toxic Substances and Disease Registry ("ATSDR") costs, the costs incurred pursuant to Paragraph 54 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 40 (emergency response), and Paragraph 84 (Work takeover)".

h. "Institutional controls" shall mean non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure to contamination and/or protect the integrity of a remedy by limiting land and/or resource use. Examples of institutional controls include easements and covenants, zoning restrictions, special building permit requirements, and well drilling prohibitions.

i. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

j. "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

k. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent, the SOW, all appendices attached hereto (listed in Section XXVII) and all documents incorporated by reference into this document including without limitation EPA-approved submissions. EPA-approved submissions (other than progress reports) are incorporated into and become a part of the Settlement Agreement upon approval by EPA. In the event of conflict between this Settlement Agreement and any appendix or other incorporated documents, this Settlement Agreement shall control.

l. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

m. "Parties" shall mean EPA and Respondents.

n. "RCRA" shall mean the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.*

o. "Respondents" shall mean those Parties identified in Appendix A.

p. "Section" shall mean a portion of this Order identified by a Roman numeral.

q. "Site" shall mean the Cedar Chemical Corporation Superfund Site, encompassing approximately 48 acres, located at 49 Phillips Road, West Helena, Phillips

County, Arkansas and depicted generally on the map attached as Appendix C.

r. "State" shall mean the State of Arkansas.

s. "Statement of Work" or "SOW" shall mean the Statement of Work for development of a RI/FS for the Site, as set forth in Appendix B to this Order. The Statement of Work is incorporated into this Order and is an enforceable part of this Order as are any modifications made thereto in accordance with this Order.

t. "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

u. "Work" shall mean all activities Respondents are required to perform under this Order, except those required by Section XIV (Retention of Records).

V. FINDINGS OF FACT

12. The Cedar Chemical Superfund site is located in Phillips County, Arkansas, south of West Helena. The site consists 48 acres along State Highway 242, 1 mile southwest of the intersection of U.S. Highway 49 and Highway 242. The site is in the Helena-West Helena Industrial Park, and includes six former production units, support facilities and an office on the north side of Industrial Park Road. A biological treatment system is located south of Industrial Park Road, Arkansas Highway 242 to the northwest, a Union Pacific railway to the northeast, and other industrial park properties to the southeast and southwest bound the site.

13. The Facility was initially operated by Helena Chemical in 1970. The Facility was purchased by Eagle River Chemical and was operated for approximately 18 months by Ansul under the name of Eagle River Chemical. During this time period, dinoseb was produced on the site. From 1971 to 2002, the facility manufactured or processed a variety of agricultural and organic chemicals under various owners and operators. The last owner of record was Cedar Chemical Corporation. On March 8, 2002, Cedar Chemical Corporation filed for bankruptcy. Manufacturing and plant operations were shut down shortly thereafter. The Arkansas Department of Environmental Quality (ADEQ) assumed control of the facility on October 12, 2002, and currently acts as the caretaker of the facility.

14. Hazardous substances detected in soils at concentrations greater than risk-based screening criteria include Arsenic, Cadmium, Mercury, Aldrin, Dieldrin, Dinoseb, Heptachlor, Methoxychlor, Toxaphene, 3,4-Dichloroaniline, Propanil, Chloroform, 1,2-Dichloroethane, Methylene Chloride, and Pentachlorophenol. Hazardous substances detected in groundwater at concentrations greater than risk-based screening criteria and/or Maximum Contaminant Levels (MCLs) include Arsenic, Barium, Cadmium, Chromium, Lead, 4,4'-DDT, Alpha BHC, Aniline, 4-Chloroaniline, Chlorobenzene, 1,2-Dichlorobenzene, 1,3-Dichlorobenzene, Chloroethane, 1,4-Dichlorobenzene, 2,6-Dinitrotoluene, 3,4-Dichloroaniline, 4Chlorozniline, Dinoseb, bis(2-

Chloroethyl)ether, bis(2-Ethylhexyl) phthalate, 1,2-Dichloroethane, 4Methyl-2-Pentanone, 2-Methylphenol, Acetone, Benzene, Chloroform, Vinyl Chloride, Methylene Chloride, Trichloroethene, 1,1,2Trichloroethane, 1,2-Dichloropropane, Bromodichloromethane, Bromoform, Dibromochloromethane, and Toluene.

In summary, the surface soils and subsurface soils are contaminated with pesticides, volatile organics, and heavy metals. The onsite surface water bodies and groundwater are contaminated with volatile organics and heavy metals. The sediments are contaminated with pesticides and heavy metals. Eighty (80) Solid Waste Management Units (SWMUs) (including approx. 30 sumps and 10 drum/drum storage/drum crushing areas) have been identified onsite to date that are deemed areas of concern.

15. Site investigations have concluded significant impacts to surface soils, subsurface soils, surface water and groundwater. The chemicals used onsite in the processes included volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, and metals. These constituents have been detected in the respective media in concentrations greater than background. The levels detected are at concentrations that could continue to contribute to groundwater contamination and at levels which could pose an unacceptable risk to human health and/or the environment under various exposure scenarios.

16. The EPA has not selected a remedy for the site. A public notice announcing the proposal of the Cedar Chemical site for inclusion on the National Priorities List (NPL) was published on April 10, 2012 and again on April 13, 2012. A second public notice was published on September 14, 2012, announcing the inclusion of the Cedar Chemical site on the NPL. Both of the publications were placed in The Helena World.

17. The Environmental Protection Agency (EPA) is in the process of conducting enforcement actions, to identify and notify Potentially Responsible Parties (PRPs) of their obligation to perform cleanup investigations and actions to.

18. The Site was listed on the National Priorities List ("NPL") pursuant to CERCLA Section 105, 42 U.S.C. § 9605, on September 14, 2012.

19. The list of Respondents in Appendix A numbered 1 through 9 sent, transported or arranged to have sent or transported waste material containing hazardous substances found at the Site for disposal or treatment at the Site while it was owned and/or operated by the Cedar Chemical Corporation.

20. The list of Respondents in Appendix A numbered 10 and 11 previously owned and/or operated one or more of the properties within the Site at the time hazardous substances were released.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, EPA has determined that:

21. The Cedar Chemical Superfund Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

22. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

23. The conditions described in Section V of the Findings of Fact above constitute an actual and/or threatened "release" of a hazardous substance from the facility as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

24. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

25. Respondents are responsible parties under Sections 104, 107 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607 and 9622. Each Respondent is a person who either generated the hazardous substances found at the Site, is a person who at the time of disposal of any hazardous substances owned or operated the Site, or is a person who arranged for disposal or transport for disposal of hazardous substances at the Site. Each Respondent therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

26. The actions required by this Order are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

27. EPA has determined that Respondents are qualified to conduct the RI/FS within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondents comply with the terms of this Order.

VII. SETTLEMENT AGREEMENT AND ORDER

28. Based upon the foregoing Findings of Fact and Conclusions of Law and Determinations, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Order, including, but not limited to, all appendices to this Settlement Agreement and Order on Consent and all documents incorporated by reference into this Settlement Agreement and Order on Consent

VIII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

29. Selection of Contractors, Personnel. All Work performed under this Order shall be under the direction and supervision of qualified personnel. Within 30 days of the Effective Date of this Order, and before the Work outlined below begins, Respondents shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995, or most recent version), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001 or subsequently issued guidance) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements. If EPA disapproves in writing of any person's technical qualifications, Respondents shall notify EPA of the identity and qualifications of the replacements within 30 days of the written notice. If EPA subsequently disapproves of the replacement, EPA reserves the right to terminate this Order and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondents. During the course of the RI/FS, Respondents shall notify EPA in writing of any changes or additions in the personnel used to carry out such Work, providing their names, titles, and qualifications. EPA shall have the same right to disapprove changes and additions to personnel as it has hereunder regarding the initial notification.

30. Within 30 days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Order and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site Work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number and qualifications within 14 days following EPA's disapproval. Respondents shall have the right to change their Project Coordinator, subject to EPA's right to disapprove. Respondents shall notify EPA seven (7) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notification. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by Respondents.

31. EPA has designated Philip H. Allen, P.E. of the EPA Region 6 Superfund Division as its Remedial Project Manager ("RPM"). EPA will notify Respondents of a change of its designated RPM. Except as otherwise provided in this Order, Respondents shall direct all submissions required by this Order to the RPM at the US EPA Region 6, 6SF-RA, 1445 Ross

Ave., Dallas, TX 75202 or by electronic mail if so directed by the RPM.

32. EPA's RPM shall have the authority lawfully vested in a Remedial Project Manager ("RPM") and On-Scene Coordinator ("OSC") by the NCP. In addition, EPA's RPM shall have the authority consistent with the NCP, to halt any Work required by this Order, and to take any necessary response action when s/he determines that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA RPM from the area under study pursuant to this Order shall not be cause for the stoppage or delay of Work.

33. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI/FS, as required by Section 104(a) of CERCLA, 42 U.S.C. Section 9604(a). Such person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the RI/FS Work Plan.

IX. WORK TO BE PERFORMED

34. Respondents shall conduct the RI/FS in accordance with the provisions of this Order, the SOW, CERCLA, the NCP and EPA guidance, including, but not limited to the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3-01, October 1988 or subsequently issued guidance), "Guidance for Data Useability in Risk Assessment" (OSWER Directive #9285.7-05, October 1990 or subsequently issued guidance), and guidance referenced therein, and guidances referenced in the SOW, as may be amended or modified by EPA. The Remedial Investigation ("RI") shall consist of collecting data to characterize site conditions, determining the nature and extent of the contamination at or from the Site, assessing risk to human health and the environment and conducting treatability testing as necessary to evaluate the potential performance and cost of the treatment technologies that are being considered. The Feasibility Study ("FS") shall determine and evaluate (based on treatability testing, where appropriate) alternatives for remedial action to prevent, mitigate or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site. The alternatives evaluated must include, but shall not be limited to, the range of alternatives described in the NCP, and shall include remedial actions that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. In evaluating the alternatives, Respondents shall address the factors required to be taken into account by Section 121 of CERCLA, 42 U.S.C. § 9621, and Section 300.430(e) of the NCP, 40 C.F.R. § 300.430(e). Upon request by EPA, Respondents shall submit in electronic form all portions of any plan, report or other deliverable Respondents are required to submit pursuant to provisions of this Order.

35. Upon receipt of the draft Feasibility Study ("FS") report, the EPA will evaluate, as necessary, the estimates of the risk to the public and environment that are expected to remain after a particular remedial alternative has been completed and will evaluate the durability, reliability and effectiveness of any proposed Institutional Controls.

36. Modification of the RI/FS Work Plan.

a. If at any time during the RI/FS process, Respondents identify a need for additional data, Respondents shall submit a memorandum documenting the need for additional data to the EPA RPM within fifteen (15) days of identification. The EPA in its discretion will determine whether the additional data will be collected by Respondents and whether it will be incorporated into plans, reports and other deliverables.

b. In the event of unanticipated or changed circumstances at the Site, Respondents shall notify the EPA RPM by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In the event that the EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the RI/FS Work Plan, the EPA shall modify or amend the RI/FS Work Plan in writing accordingly. Respondents shall perform the RI/FS Work Plan as modified or amended.

c. The EPA may determine that in addition to tasks defined in the initially approved RI/FS Work Plan, other additional Work may be necessary to accomplish the objectives of the RI/FS. Respondents agree to perform these response actions in addition to those required by the initially approved RI/FS Work Plan, including any approved modifications, if the EPA determines that such actions are necessary for a complete RI/FS.

d. Respondents shall confirm their willingness to perform the additional Work in writing to the EPA within 7 days of receipt of the EPA request. If Respondents object to any modification determined by the EPA to be necessary pursuant to this Paragraph, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). The SOW and/or RI/FS Work Plan shall be modified in accordance with the final resolution of the dispute.

e. Respondents shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by the EPA in a written modification to the RI/FS Work Plan or written RI/FS Work Plan supplement. The EPA reserves the right to conduct the Work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

f. Nothing in this Paragraph shall be construed to limit the EPA's authority to require performance of further response actions at the Site.

37. Off-Site Shipment of Waste Material. Respondents shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the EPA's Designated Project Coordinator. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

a. Respondents shall include in the written notification the following information: (1) the name and location of the facility to which the Waste Material is to be shipped: (2) the

type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

b. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the remedial investigation and feasibility study. Respondents shall provide the information required by Subparagraph 37.a and 37.c as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

c. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain the EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

38. Meetings. Respondents shall make presentations at, and participate in, meetings at the request of the EPA during the initiation, conduct, and completion of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics will include anticipated problems or new issues. Meetings will be scheduled at the EPA's discretion.

39. Progress Reports. In addition to the plans, reports and other deliverables set forth in this Order, Respondents shall provide to the EPA monthly progress reports by the ___th day of the following month. At a minimum, with respect to the preceding month, these progress reports shall (1) describe the actions which have been taken to comply with this Order during that month, (2) include all results of sampling and tests and all other data received by Respondents, (3) describe Work planned for the next two months with schedules relating such Work to the overall project schedule for RI/FS completion, and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

40. Emergency Response and Notification of Releases.

a. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement and Order on Consent , including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the EPA Project Coordinator or, the Regional Duty

Officer at (866) 372-7745 of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and the EPA takes such action instead, Respondents shall reimburse the EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Payment of Response Costs).

b. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the EPA Project Coordinator, the OSC or Regional Duty Officer at (866) 372-7745 and the National Response Center at (800) 424-8802. Respondents shall submit a written report to the EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

41. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Order, in a notice to Respondents the EPA will: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (e) any combination of the above. However, the EPA shall not modify a submission without first providing Respondents at least one notice of deficiency and an opportunity to cure within fifteen (15 days), except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

42. In the event of approval, approval upon conditions, or modification by the EPA, pursuant to Subparagraph 41(a), (b), (c) or (e), Respondents shall proceed to take any action required by the plan, report or other deliverable, as approved or modified by the EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) with respect to the modifications or conditions made by the EPA. Following EPA approval or modification of a submission or portion thereof, Respondents shall not thereafter alter or amend such submission or portion thereof unless directed by the EPA. In the event that the EPA modifies the submission to cure the deficiencies pursuant to Subparagraph 41(c) and the submission had a material defect, the EPA retains the right to seek stipulated penalties, as provided in Section XVI (Stipulated Penalties).

43. Resubmission.

a. Upon receipt of a notice of disapproval, Respondents shall, within fifteen (15) days or such longer time as specified by the EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. Any stipulated penalties applicable to the submission, as provided in Section XVI, shall accrue during the 15-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or

modified due to a material defect as provided in Paragraphs 44 and 45.

b. Notwithstanding the receipt of a notice of disapproval, Respondents shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by the EPA. Implementation of any non-deficient portion of a submission shall not relieve Respondents of any liability for stipulated penalties under Section XVI (Stipulated Penalties).

c. Respondents shall not proceed further with any subsequent activities or tasks until receiving EPA approval, approval on condition or modification of the following deliverables: RI/FS Work Plan and Sampling and Analysis Plan, Draft Remedial Investigation Report and Treatability Testing Work Plan and Sampling and Analysis Plan and Draft Feasibility Study Report. While awaiting EPA approval, approval on condition or modification of these deliverables, Respondents shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth under this Order.

d. For all remaining deliverables not listed above in subparagraph 43.c., Respondents shall proceed will all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. The EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI/FS.

44. If the EPA disapproves a resubmitted plan, report or other deliverable, or portion thereof, the EPA may again direct Respondents to correct the deficiencies. The EPA shall also retain the right to modify or develop the plan, report or other deliverable. Respondents shall implement any such plan, report, or deliverable as corrected, modified or developed by the EPA, subject only to Respondents' right to invoke the procedures set forth in Section XV (Dispute Resolution).

45. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by the EPA due to a material defect, Respondents shall be deemed to have failed to submit such plan, report, or other deliverable timely and adequately unless Respondents invoke the dispute resolution procedures in accordance with Section XV (Dispute Resolution) and the EPA's action is revoked or substantially modified pursuant to a Dispute Resolution decision issued by the EPA or superceded by an agreement reached pursuant to that Section. The provisions of Section XV (Dispute Resolution) and Section XVI (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If the EPA's disapproval or modification is not otherwise revoked, substantially modified or superceded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section XV, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XVI.

46. In the event the EPA takes over some of the tasks, but not the preparation of the RI Report or the FS Report, Respondents shall incorporate and integrate information supplied by the

EPA into the final reports.

47. All plans, reports, and other deliverables submitted to the EPA under this Order shall, upon approval or modification by the EPA, be incorporated into and enforceable under this Order. In the event the EPA approves or modifies a portion of a plan, report, or other deliverable submitted to the EPA under this Order, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement and Order on Consent.

48. Neither failure of the EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by the EPA. Whether or not the EPA gives express approval for Respondents' deliverables, Respondents are responsible for preparing deliverables acceptable to the EPA.

XI. QUALITY ASSURANCE, SAMPLING, AND ACCESS TO INFORMATION

49. Quality Assurance. Respondents shall assure that Work performed, samples taken and analyses conducted conform to the requirements of the SOW, the QAPP and guidances identified therein. Respondents will assure that field personnel used by Respondents are properly trained in the use of field equipment and in chain of custody procedures. Respondents shall only use laboratories which have a documented quality system that complies with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA.

50. Sampling.

a. All results of sampling, tests, modeling or other data (including raw data) generated by Respondents, or on Respondents' behalf, during the period that this Order is effective, shall be submitted to the EPA in the next monthly progress report as described in Paragraph 39 of this Settlement Agreement and Order on Consent . The EPA will make available to Respondents validated data generated by the EPA unless it is exempt from disclosure by any federal or state law or regulation.

b. Respondents shall verbally notify the EPA at least seven (7) days prior to conducting significant field events as described in the SOW, RI/FS Work Plan or Sampling and Analysis Plan. At the EPA's verbal or written request, or the request of the EPA's oversight assistant, Respondents shall allow split or duplicate samples to be taken by the EPA (and its authorized representatives) of any samples collected in implementing this Order. All split samples of Respondents shall be analyzed by the methods identified in the QAPP.

51. Access to Information.

a. Respondents shall provide to the EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to,

sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to the EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

b. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to the EPA under this Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by the EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when it is submitted to the EPA, or if the EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents. Respondents shall segregate and clearly identify all documents or information submitted under this Order for which Respondents assert business confidentiality claims.

c. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, they shall provide the EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

d. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

52. In entering into this Settlement Agreement and Order on Consent, Respondents waive any objections to any data gathered, generated, or evaluated by the EPA, the State or Respondents in the performance or oversight of the Work that has been verified according to the quality assurance/quality control ("QA/QC") procedures required by the Order or any EPA-approved RI/FS Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the RI/FS, Respondents shall submit to the EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to the EPA within 15 days of the monthly progress report containing the data.

XII. SITE ACCESS AND INSTITUTIONAL CONTROLS

53. If the Site, or any other property where access is needed to implement this Order, is owned or controlled by any of Respondents, such Respondents shall, commencing on the Effective Date, provide the EPA and its representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Order.

54. Where any action under this Settlement Agreement and Order on Consent is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 30 days after the Effective Date, or as otherwise specified in writing by the EPA Project Coordinator. Respondents shall immediately notify the EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. If Respondents cannot obtain access agreements, the EPA may either (i) obtain access for Respondents or assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as the EPA deems appropriate; (ii) perform those tasks or activities with EPA contractors; or (iii) terminate the Order. Respondents shall reimburse the EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XVIII (Payment of Response Costs). If the EPA performs those tasks or activities with EPA contractors and does not terminate the Order, Respondents shall perform all other tasks or activities not requiring access to that property, and shall reimburse the EPA for all costs incurred in performing such tasks or activities. Respondents shall integrate the results of any such tasks or activities undertaken by the EPA into its plans, reports and other deliverables.

55. Notwithstanding any provision of this Settlement Agreement and Order on Consent, the EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. COMPLIANCE WITH OTHER LAWS

56. Respondents shall comply with all applicable local, state and federal laws and regulations when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work is to be conducted off-site and requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. This Order is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIV. RETENTION OF RECORDS

57. During the pendency of this Settlement Agreement and Order on Consent and for a minimum of 10 years after commencement of construction of any remedial action, each Respondent shall preserve and retain all non-identical copies of documents, records, and other information (including documents, records, or other information in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after commencement of construction of any remedial action, Respondents shall also instruct their contractors and agents to preserve all documents, records, and other information of whatever kind, nature or description relating to performance of the Work.

58. At the conclusion of this document retention period, Respondents shall notify the EPA at least 90 days prior to the destruction of any such documents, records or other information, and, upon request by the EPA, Respondents shall deliver any such documents, records, or other information to the EPA. Respondents may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide the EPA with the following: 1) the title of the document, record, or other information; 2) the date of the document, record, or other information; 3) the name and title of the author of the document, record, or other information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or other information; and 6) the privilege asserted by Respondents. However, no documents, records or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

59. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the EPA or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XV. DISPUTE RESOLUTION

60. Unless otherwise expressly provided for in this Settlement Agreement and Order on Consent, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement and Order on Consent . The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement and Order on Consent expeditiously and informally.

61. If Respondents object to any EPA action taken pursuant to this Settlement Agreement and Order on Consent, including billings for Future Response Costs, they shall notify

the EPA in writing of their objection(s) within 30 days of such action, unless the objection(s) has/have been resolved informally. The EPA and Respondents shall have 60 days from the EPA's receipt of Respondents' written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of the EPA. Such extension may be granted verbally but must be confirmed in writing.

62. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement and Order on Consent. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Division Director level or higher will issue a written decision. The EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement and Order on Consent. Respondents' obligations under this Settlement Agreement and Order on Consent shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with the EPA's decision, whichever occurs, and regardless of whether Respondents agree with the decision.

XVI. STIPULATED PENALTIES

63. Respondents shall be liable to the EPA for stipulated penalties in the amounts set forth in Paragraphs 64 and 65 for failure to comply with any of the requirements of this Order specified below unless excused under Section XVII (Force Majeure). "Compliance" by Respondents shall include completion of the Work under this Settlement Agreement and Order on Consent or any activities contemplated under any RI/FS Work Plan or other plan approved under this Order identified below, in accordance with all applicable requirements of law, this Order, the SOW, and any plans or other documents approved by the EPA pursuant to this Order and within the specified time schedules established by and approved under this Settlement Agreement and Order on Consent.

64. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per day for any noncompliance identified in Subparagraph 64(b):

Penalty Per Violation Per Day	Period of Noncompliance
$ 1500	1st through 14th day
$ 2000	15th through 30th day
$ 2500	31st day and beyond

b. Compliance Milestones

1. Payment of Future Response Costs
2. Establishment of Escrow Accounts in the event of Disputes
3. Implementation of the Work Plan in accordance with the schedule provided in the plan and in the SOW.
4. Implementation of the Sampling and Analysis Plan in accordance with the schedule provided in the plan and in the SOW.
5. Completion of Site Characterization in accordance with the provisions and schedule in the Work Plan and SOW.

65. Stipulated Penalty Amounts - Reports.

a. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Paragraphs 34 through 39:

Penalty Per Violation Per Day	Period of Noncompliance
$ 1500	1st through 14th day
$ 2000	15th through 30th day
$ 2500	31st day and beyond

66. In the event that the EPA assumes performance of a portion or all of the Work pursuant to Paragraph 84 of Section XX (Reservation of Rights by the EPA), Respondents shall be liable for a stipulated penalty in the amount of $500,000.

67. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section X (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after the EPA's receipt of such submission until the date that the EPA notifies Respondents of any deficiency; and (2) with respect to a decision by the EPA Management Official designated in Paragraph 62 of Section XV (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement and Order on Consent.

68. Following the EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement and Order on Consent, the EPA may give Respondents written notification of the same and describe the noncompliance. The EPA may send Respondents a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether the EPA has notified

Respondents of a violation.

69. All penalties accruing under this Section shall be due and payable to the EPA within 30 days of Respondents' receipt from the EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures in accordance with Section XV (Dispute Resolution). All payments to the EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to the U.S. Environmental Protection Agency, Superfund Payments, Cincinnati Finance Center, P.O. Box 979076, St. Louis, MO 63197-9000, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number A6X7, the EPA Docket Number _____, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to the EPA as provided in Paragraph 31, and to Ms. Cynthia Brown, U.S. EPA Region 6, 6SF-TE, 1445 Ross Avenue, Dallas, TX 75202.

70. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement and Order on Consent.

71. Penalties shall continue to accrue as provided in Paragraph 67 during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of the EPA's decision.

72. If Respondents fail to pay stipulated penalties when due, the EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 69.

73. Nothing in this Settlement Agreement and Order on Consent shall be construed as prohibiting, altering, or in any way limiting the ability of the EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement and Order on Consent or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that the EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of willful violation of this Order or in the event that the EPA assumes performance of a portion or all of the Work pursuant to Section XX (Reservation of Rights by the EPA), Paragraph 84. Notwithstanding any other provision of this Section, the EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement and Order on Consent.

XVII. FORCE MAJEURE

74. Respondents agree to perform all requirements of this Order within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, *force majeure* is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement and Order on Consent despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

75. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement and Order on Consent, whether or not caused by a *force majeure* event, Respondents shall notify the EPA orally within 48 hours of when Respondents first knew that the event might cause a delay. Within 14 days thereafter, Respondents shall provide to the EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

76. If the EPA agrees that the delay or anticipated delay is attributable to *a force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by the EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If the EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, the EPA will notify Respondents in writing of its decision. If the EPA agrees that the delay is attributable to a *force majeure* event, the EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. PAYMENT OF RESPONSE COSTS

77. Payment for Past Response Costs. Although payment for past response costs are not sought in this Settlement Agreement the EPA hereby reserves its right to seek past response costs in any subsequent administrative and/or judicial settlement agreement or action.

78. Payments of Future Response Costs.

a. Within 30 days of the Effective Date, Respondents shall pay to EPA $____ in prepayment of Future Response Costs. The total amount paid shall be deposited by EPA in the Cedar Chemical Future Response Costs Special Account, within the EPA Hazardous Substance Superfund. These funds shall be retained and used by EPA to conduct or finance Future Response Actions. Payment shall be made by FedWire Electronic Funds Transfer ("EFT"), to the U.S. Department of Justice account in accordance with current EFT procedures, referencing the civil action number, EPA Site/Spill ID Number _____, and DOJ Case Number ___. Payment shall be in accordance with the instructions provided to the Respondents by the Financial Litigation Unit of the United States Attorney Office for the District of ____following lodging of the Consent Decree. Any payment received by the Department of Justice after 4:00 p.m. (Eastern Standard Time) will be credited on the next business day. Any amounts received under this Subparagraph will be credited to the Settling Defendants in the final accounting pursuant to Subparagraph 78.e.

b. At the time of payment, Respondents shall send notice that payment has been made to the United States, to the EPA Project Coordinator and to the Servicing Financing Office.

c. Respondents shall pay to EPA all Future Response Costs not inconsistent with the National Contingency Plan. On a periodic basis, the United States will send Respondents a bill requiring payment that includes a **(insert name of standard Regionally-prepared costs summary, which includes the direct and indirect costs incurred by EPA and its contractors, and name of DOJ-prepared cost summary, which reflect costs incurred by DOJ and its contractors, if any).** Respondents shall make all payments required by this Paragraph in the manner required by Subparagraph 78.a., with notice as required by Subparagraph 78.b. The total amount paid will be deposited by EPA in the Cedar Chemical Future Response Costs Special Account within the EPA Hazardous Substance Superfund. These funds will be retained and used by EPA to conduct or finance Future Response Costs. Any amounts remaining in the Cedar Chemical Future Response Costs Special Account, will be disbursed or credited in accordance with Subparagraph 78.e.

d. In the event that EPA's use of the Cedar Chemical Future Response Costs Special Account results in there being $_____or less in the Cedar Chemical Future Response Costs Special Account at any time, Respondents agree, within 14 days or less, to remit to EPA $ _____for deposit in the Cedar Chemical Future Response Costs Special Account, in accordance with the payment procedure described in Subparagraph 78.a and 78.b. Any amounts received under this Subparagraph will be credited to Respondents in the final accounting in Subparagraph 78.e.

e. After EPA issues its written Certification of Completion of Work and EPA has performed a final accounting of Future Response Costs, EPA shall offset the final bill for Future Response Costs by the unused amount paid by the Repondents pursuant to Subparagraph 78.a. or 78.d.

79. Respondents may contest payment of any Future Response Costs under Paragraph 78 that were incurred during the time period that any prepaid amounts were received under Subparagraph 78.c. with the exception of amounts due under Paragraphs 78.a. or 78.d. if they determine that the United States (or the State) has made a mathematical error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP or outside the definition of Future Response Costs.

80. Respondents may contest payment of any Future Response Costs under Paragraph 78 if they determine that the EPA has made an accounting error or if they believe the EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the EPA Project Coordinator. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 30 day period pay all uncontested Future Response Costs to the EPA in the manner described in Paragraph 78. Simultaneously, Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Texas and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XV (Dispute Resolution). If the EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to the EPA in the manner described in Paragraph 78. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the EPA in the manner described in Paragraph 78. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse the EPA for its Future Response Costs.

XIX. COVENANT NOT TO SUE BY EPA

81. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement , and except as otherwise specifically provided in this Settlement Agreement, the EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work performed under this Order and for recovery of Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of all obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XVIII. This covenant not to sue extends only to Respondents and does

not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

82. Except as specifically provided in this Order, nothing herein shall limit the power and authority of the EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent the EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

83. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. The EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

84. Work Takeover. In the event the EPA determines that Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, the EPA may assume the performance of all or any portion of the Work as the EPA determines necessary. Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute the EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the EPA in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondents shall pay pursuant to Section XVIII (Payment of Response Costs).

Notwithstanding any other provision of this Order, the EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

85. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Settlement Agreement and Order on Consent, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the Work or arising out of the response actions for which the Future Response Costs have or will be incurred, including any claim under the United States Constitution, the Texas Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or payment of Future Response Costs.

86. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 83 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

87. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXII. OTHER CLAIMS

88. By issuance of this Settlement Agreement and Order on Consent, the United States and the EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents.

89. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

90. No action or decision by the EPA pursuant to this Settlement Agreement and Order on Consent shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION

91. Contribution

a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. 9613(f)(2) that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work, and Future Response Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. 9613(f)(3)(B) pursuant to which Respondents have, as of the Effective Date, resolved their liability to the United States for the Work, Past Response Costs and Future Response Costs.

c. Except as provided in Section XXI Paragraph(s)___ of this Settlement Agreement (Non-Exempt DeMicromis, [DeMinimis and MSW Waivers] nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. 9613(f)(2)(3, to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

XXIV. INDEMNIFICATION

92. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement and Order on Consent. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement and Order on Consent. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying

out activities pursuant to this Order. Neither Respondents nor any such contractor shall be considered an agent of the United States.

93. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

94. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site.

XXV. INSURANCE

95. At least 30 days prior to commencing any On-Site Work under this Settlement Agreement and Order on Consent, Respondents shall secure, and shall maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of $5,000,000 dollars, combined single limit, naming the EPA as an additional insured. Within the same period, Respondents shall provide the EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement and Order on Consent, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Order. If Respondents demonstrate by evidence satisfactory to the EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. FINANCIAL ASSURANCE

96. Within 30 days of the Effective Date, Respondents shall establish and maintain financial security for the benefit of the EPA in the amount of $ **[insert estimated cost of Work]** in one or more of the following forms, in order to secure the full and final completion of Work by Respondents:

a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;

b. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to the EPA equaling the total estimated cost of the Work;

c. a trust fund administered by a trustee acceptable in all respects to the EPA;

d. a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

e. a corporate guarantee to perform the Work provided by one or more parent corporations or subsidiaries of Respondents, or by one or more unrelated corporations that have a substantial business relationship with at least one of Respondents; including a demonstration that any such company satisfies the financial test requirements of 40 C.F.R. Part 264.143(f); and/or

f. a corporate guarantee to perform the Work by one or more of Respondents, including a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

97. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to the EPA, determined in the EPA's sole discretion. In the event that the EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondents shall, within 30 days of receipt of notice of the EPA's determination, obtain and present to the EPA for approval one of the other forms of financial assurance listed in Paragraph 96, above. In addition, if at any time the EPA notifies Respondents that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondents shall obtain and present to the EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement and Order on Consent .

98. If Respondents seek to ensure completion of the Work through a guarantee pursuant to Subparagraph 96.e. or 96.f. of this Settlement Agreement and Order on Consent, Respondents shall (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date, to the EPA. For the purposes of this Order, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the current cost estimate of $___ for the Work at the Site shall be used in relevant financial test calculations.

99. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 96 of this Section, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to

by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to the EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from the EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). Respondents may reduce the amount of security in accordance with the EPA's written decision resolving the dispute.

100. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by the EPA, provided that the EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVII. INTEGRATION/APPENDICES

101. This Settlement Agreement and Order on Consent and its appendices and any deliverables, technical memoranda, specifications, schedules, documents, plans, reports (other than progress reports), etc. that will be developed pursuant to this Settlement Agreement and Order on Consent and become incorporated into and enforceable under this Settlement Agreement and Order on Consent constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement and Order on Consent. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement and Order on Consent . The following appendices are attached to and incorporated into this Order:

"Appendix A" is the list of Respondents.

"Appendix B is the SOW map of the Site.

"Appendix C" is the map of the Site.

XXVIII. ADMINISTRATIVE RECORD

102. The EPA will determine the contents of the administrative record file for selection of the remedial action. Respondents shall submit to the EPA documents developed during the course of the RI/FS upon which selection of the response action may be based. Upon request of the EPA, Respondents shall provide copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports. Upon request of the EPA, Respondents shall additionally submit any previous studies conducted under state, local or other federal authorities relating to selection of the response action, and all communications between Respondents and state, local or other federal authorities concerning selection of the response action. At the EPA's discretion, Respondents shall establish a community information repository at or near the Site, to house one copy of the

administrative record.

XXIX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

103. This Settlement Agreement shall be effective on the day this Settlement Agreement and Order on Consent is signed by the Superfund Division Director.

104. This Settlement Agreement and Order on Consent may be amended by mutual agreement of the EPA and Respondents. Amendments shall be in writing and shall be effective when signed by the EPA. EPA Project Coordinators do not have the authority to sign amendments to the Order.

105. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement and Order on Consent, or to comply with all requirements of this Order, unless it is formally modified.

XXX. NOTICE OF COMPLETION OF WORK

106. When the EPA determines that all Work has been fully performed in accordance with this Settlement Agreement and Order on Consent, with the exception of any continuing obligations required by this Settlement Agreement and Order on Consent, including but not limited to payment of Future Response Costs or record retention, the EPA will provide written notice to Respondents. If the EPA determines that any such Work has not been completed in accordance with this Settlement Agreement and Order on Consent , the EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RI/FS Work Plan if appropriate in order to correct such deficiencies, in accordance with Paragraph 36 (Modification of the Work Plan). Failure by Respondents to implement the approved modified RI/FS Work Plan shall be a violation of this Settlement Agreement and Order on Consent.

Agreed this ___ day of _____, 2014.

For Respondent _____

By:_____

Title: _____

It is so ORDERED AND AGREED this _____ day of _____, 2014.

BY:_____ DATE:_____
Director, Superfund Division
Region 6
U.S. Environmental Protection Agency
EFFECTIVE DATE: _____

ENCLOSURE 3

APPENDIX B: STATEMENT OF WORK
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
CEDAR CHEMICAL CORPORATION SUPERFUND SITE
WEST HELENA, ARKANSAS

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APPENDIX B
STATEMENT OF WORK
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
CEDAR CHEMICAL CORPORATION SUPERFUND SITE
WEST HELENA, PHILLIPS COUNTY, ARKANSAS

1. INTRODUCTION

1. This Statement of Work (SOW) provides an overview of work that will be carried out by respondents as they implement a Remedial Investigation and Feasibility Study (RI/FS) for the Cedar Chemical Corporation (CCC) Superfund Site (the Site). This RI/FS SOW is attached to the Administrative Order on Consent (AOC) for Remedial Investigation/Feasibility Study for the Site and is a supporting document for the AOC. Technical work described in the SOW is intended to provide more information to Respondents for purposes of implementing the AOC and is not intended to change the meaning of any AOC language. This SOW is also consistent with both the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the National Contingency Plan (NCP). Any discrepancies between the AOC and SOW are unintended, and whenever necessary, the AOC will control in any interpretive disputes.

2. The RI/FS is expected to be an iterative process. This SOW outlines a decision process that will be used to focus sampling programs to gather data that are needed for the decision process. The U.S. Environmental Protection Agency (EPA) understands there may be concern on the part of Respondents that such an iterative process could lead to substantial increases in the size, cost, and scope of the RI/FS. However, EPA has an obligation under CERCLA to protect human health and the environment wherever hazardous substances have been discharged or migrated in the environment. To balance these competing interests, EPA's Office of Solid Waste and Emergency Response is promoting more effective strategies (i.e., Triad Approach) for characterizing, monitoring, and cleaning up hazardous waste sites. The Triad Approach integrates systematic planning, dynamic work plans, and on-site analytical tools used to support decisions about hazardous waste sites. Additional information regarding t he Triad Approach is attached and can be found at the following website: http://www.clu-in.org/conf/tio/triad_012303.

3. The purpose of the RI/FS is to investigate the nature and extent of contamination for the Site, to assess the potential risk to human health and the environment, to develop and evaluate potential remedial action alternatives, and to recommend a preferred alternative. The RI and FS are interactive and will be conducted concurrently, to the extent practicable in a manner that allows information and data collected during the RI to influence the development of remedial alternatives during the FS, which in turn affect additional information and data needs and the scope of any necessary treatability studies and risk assessments.

4. Respondents will conduct the RI/FS and will produce draft RI and FS reports that are in accordance with the AOC. The RI/FS will be consistent with the Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA (U.S. EPA, Office of Emergency and Remedial Response, October 1988) Data Quality Objectives (DQOs) planning process (EPA QA /G-4. August 2000), and other applicable guidance that EPA uses in conducting an RI/FS (a list of the primary guidance is attached), including potentially applicable guidance released by EPA after the effective date of this SOW. EPA is aware that not all guidance used for the RI/FS purposes may be applicable to the Site. EPA Remedial Project Managers (RPMs) for sites have the authority under the NCP to determine when application of any guidance would be inappropriate. Respondents may raise such guidance issues they

consider appropriate during the implementation of the AOC. EPA's decisions regarding guidance applicability will be incorporated into document approval correspondence or in other written correspondence as appropriate.

5. The RI/FS Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA describes the suggested report format and content for the draft RI and FS reports. Respondents will furnish all necessary personnel, materials, and services needed for, or incidental to performing the RI/FS, except as otherwise specified in the AOC.

6. At the completion of the RI/FS, EPA will be responsible for the selection of a Site remedy and will document this selection in one or more Records of Decision (RODs). The response action alternatives selected by EPA will meet the cleanup standards specified in Section 121 of CERCLA, 42 U.S.C. § 9621; the selected remedy will be protective of human health and the environment, will be in compliance with, or include a waiver of, applicable or relevant and appropriate requirements (ARARs), will be cost-effective, will utilize permanent solutions and alternative treatment technologies or resource recovery technologies, to the maximum extent practicable, and will address the statutory preference for treatment as a principal element, as appropriate under the NCP. The final RI/FS report, as approved by EPA, will, with the administrative record, form the basis for the selection of the Site's remedy and will provide the information necessary to support development of one or more RODs.

As specified in Section 104(a)(I) of CERCLA, 42 U.S.C. § 9604(a)(I), EPA will provide oversight of Respondents' activities throughout implementation of the AOC. Respondents will support EPA's initiation and conduct of activities related to implementation of oversight activities.

Purpose of the Statement of Work

7. This SOW sets forth certain requirements of the AOC for implementation of the Work pertaining to the RI/FS for the Site. The Respondents shall undertake the RI/FS according to the AOC, including, but not limited to, this SOW.

Objectives of the Remedial Investigation/Feasibility Study

8. The objectives of the RI/FS are to investigate the nature and extent of contamination at or from the Site and to develop and evaluate potential remedial alternatives, in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA, 42 U.S.C. § 9601, et seq.); as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); and in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (National Contingency Plan (NCP)). Specifically, these objectives are to determine the presence or absence, types, and quantities (concentrations) of contaminants; mechanism of contaminant release to pathway(s); direction of pathway(s) transport; boundaries of source(s) and pathway(s); and environmental/public health receptors.

Scope of Remedial Investigation and Feasibility Study

9. The general scope of the R I/FS shall be to address all contamination at the Site resulting from the hazardous substances present at the Site.

Description of the Site

10. The site is located in Phillips County, Arkansas, south of West Helena. The site consists of 48 acres along State Highway 242, 1 mile southwest of the intersection of U.S. Highway 49 and Highway 242. The site is in the Helena-West Helena Industrial Park, and includes six former production units,

support facilities and an office on the north side of Industrial Park Road. A biological treatment system is located south of Industrial Park Road, Arkansas Highway 242 to the northwest, a Union Pacific railway to the northeast, and other industrial park properties to the southeast and southwest bound the site.

The Facility was initially operated by Helena Chemical in 1970. The Facility was purchased by Eagle River Chemical and was operated for approximately 18 months by Ansul under the name of Eagle River Chemical. During this time period, dinoseb was produced on the site. From 1971 to 2002, the facility manufactured or processed a variety of agricultural and organic chemicals under various owners and operators. The last owner of record was Cedar Chemical Corporation. On March 8, 2002, Cedar Chemical Corporation filed for bankruptcy. Manufacturing and plant operations were shut down shortly thereafter. The Arkansas Department of Environmental Quality (ADEQ) assumed control of the facility on October 12, 2002, and currently acts as the caretaker of the facility.

11. The Arkansas Department of Environmental Quality (ADEQ) has pursued Potentially Responsible Parties (PRPs) to conduct the necessary actions and recover Remedial Action Trust Fund expenditures associated with the site investigation and cleanup. ADEQ entered into a Consent Administrative Order (CAO) LIS-07-027 on March 22, 2007 with Ansul Incorporated (formally known as Wormald US, Inc.), Helena Chemical Company and Exxon Mobil Chemical (a division of Exxon Mobil Corporation). The Respondents to the CAO have developed a Feasibility Study Report (FS) proposing remedies for areas of concern. The FS was used to support the development of a Remedial Action Decision Document (RADD). The RADD was finalized and signed on June 3, 2010. All of the aforementioned investigations, studies and reports may be used by the Respondents to supplement the work required to complete the RI/FS required in this SOW.

I I. PERFORMANCE STANDARDS

12. The Performance Standards for this RI/FS shall include substantive requirements, criteria, or limitations which are specified in the AOC, including, but not limited to, this SOW. Submissions approved by the EPA are an enforceable part of the AOC; consequently, cleanup goals and other substantive requirement, criteria, or limitations which are specified in EPA-approved submissions are Performance Standards. The EPA will use the Performance Standards to determine if the work, including, but not limited to, the RI/FS, has been completed. The Respondents shall ensure that the RI/FS is consistent with the EPA's "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (EPA 1988b, hereinafter "the RI/FS guidance") and other applicable sections of EPA guidance cited herein. If the EPA approves a schedule for any work pursuant to the AOC, the schedule shall supersede any timing requirements established in the RI/FS. Likewise, if the EPA, pursuant to the AOC, requires the Respondents to perform certain work at a point in time which is not consistent with the RI/FS guidance or other guidance, the Respondents shall perform the work as specified by the AOC, for example, on page B-2, the RI/FS guidance says that the Field Investigation is complete when the contractors or subcontractors are demobilized from the field; however, if the EPA, pursuant to the AOC, requires the Respondents to perform additional field investigation activities once the contractors or subcontractors have demobilized, the Respondents shall remobilize the contractors or subcontractors and perform the additional work. Except where it is inconsistent with this AOC, as determined by the EPA, the RI/FS guidance and other applicable sections of EPA guidance cited herein are Performance Standards.

III. ROLE OF THE EPA

13. The EPA's approval of deliverables, including, but not limited to, submissions, allows the Respondents to proceed to the next steps in implementing the Work of the RI/FS. The EPA's approval does not imply any warranty of performance, nor does it imply that the RI/FS, when completed, will function properly and be ultimately accepted by the EPA. The EPA retains the right to disapprove submissions during the RI/FS. The EPA may disapprove deliverables including, but not limited to, submissions concerning such matters as the contractor selection, plans and specifications, work plans, processes, sampling, analysis and any other deliverables within the context of the AOC. If a submission is unacceptable to the EPA, the EPA may require the Respondents to make modifications in the submission, and the EPA may require the Respondents to do additional work to support those modifications. That is, if a submission reports certain work that is unacceptable to the EPA, the EPA may require the Respondents to modify the submission text and to perform the work until it is acceptable to the EPA. The Respondents shall modify the submission and perform the work as required by the EPA.

IV. RESPONDENTS' KEY PERSONNEL

Respondent's Project Coordinator

14. When necessary, as determined by the EPA, the EPA will meet with the Respondents and discuss the performance and capabilities of the Respondent's Project Coordinator. When the Project Coordinator's performance is not satisfactory, as determined by the EPA, the Respondents shall take action, as requested by the EPA, to correct the deficiency. If, at any time, the EPA determines that the Project Coordinator is unacceptable for any reason, the Respondents, at the EPA's request, shall bar the Project Coordinator from any work under the AOC and give notice of the Respondent's selected new Project Coordinator to the EPA.

Respondent's Quality Assurance Manager

15. Oversight, including, but not limited to confirmation sampling, by the Respondent's Quality Assurance Manager (QA Manager) will be used to provide confirmation and assurance to the Respondents and to the EPA that the Respondents are performing the RI/FS in a manner that will meet the Performance Standards. The QA Manager shall ensure that the work performed by the Respondents meets the standards in the Quality Assurance Project Plan described in this SOW. The QA Manager shall selectively test and inspect the work performed by the Respondents.

V. TASKS TO BE PERFORMED AND DELIVERABLES

Conduct of the Remedial Investigation and Feasibility Study

16. This SOW specifies the Work to be performed and the deliverables which shall be produced by the Respondents. The Respondents shall conduct the RI/FS in accordance with this SOW and all applicable guidance that the EPA uses in conducting RI/FS projects under CERCLA, as amended by

SARA, as well as any additional requirements in the AOC. The Respondents shall furnish all necessary personnel, materials, and services necessary for, and incidental to, performance of the RI/FS, except as otherwise specified in the AOC or SOW.

Submittal of Deliverables

17. All draft and final deliverables specified in this SOW shall be provided in hard copy, by the Respondents, to the EPA (one copy), EPA's RI/FS Oversight Contractor (one copy - as deemed necessary by the site RPM), the Texas Commission on Environmental Quality (TCEQ, two copies), and the Federal/State Natural Resource Trustees[1] (one copy each). Draft and final deliverables shall be provided in electronic format (specifically, Microsoft ® Word and Adobe® PDF format (only final deliverables)) to the EPA, EPA's RI/FS Oversight Contractor (if necessary), TCEQ, and the Federal/State Natural Resource Trustees. Final deliverables shall be provided in hard copy and electronic format (specifically, Adobe® PDF format) to the Information Repository established for the Site. The EPA shall be responsible for placing the required deliverables into the Information Repository. The Respondents shall provide the EPA with any other documentation for the Information Repository as requested by the EPA's Remedial Project Manager. Additionally, all deliverables specified in this SOW shall be submitted, by the Respondents, according to the requirements of this SOW and Appendix A of this SOW (Schedule of Deliverables/Meetings). In addition to the Deliverables identified in Appendix A, Respondents shall provide to EPA an updated database with the bi-monthly status report for reporting periods in which validated data have been uploaded to the database.

Development of Deliverables

18. All deliverables shall be developed in accordance with the guidance documents listed in Appendix B[2] (Guidance Documents) to this SOW. Subject to the provisions regarding EPA Approval of Plans and other Submissions in Section X of the AOC, if the EPA disapproves of or requires revisions to any of these deliverables, in whole or in part, the Respondents shall submit to the EPA, within thirty (30) days after completing discussion of EPA's directions or comments on the deliverable (and in no event later than sixty (60) calendar days after receiving EPA's comments or directions on the deliverable), revised plans which are responsive to such directions or comments.

Tasks to be Performed by the Respondents

19. The Respondents shall perform each of the following Tasks (Tasks 1-10) as specified in this SOW. These Tasks shall be developed in accordance with the guidance documents listed in Appendix B[2] (Guidance Documents) to this SOW and any additional guidance applicable to the RI/FS process.

Task 1: Scoping

20. The purpose of Task 1 (Project Planning) is to determine how the RI/FS will be managed and controlled. The following activities shall be performed by the Respondents as part of Task 1.

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[1]The Federal/State Natural Resource Trustees for the Site have been identified as the U.S. Department of Interior, U.S. Fish and Wildlife Service, United States Geological Survey, Arkansas Department of Environmental Quality, Arkansas Natural Resources Commission, and the Arkansas Fish and Game Commission.

[2]Appendix B of this SOW does not include all guidance documents that are applicable to the RI/FS for the Site. The Respondents should consult with EPA's Remedial Project Manager for additional guidance and to ensure that the guidance documents have not been superseded by more recent guidance.

a) The Respondents shall contact the EPA's Remedial Project Manager (RPM) within fourteen (14) calendar days after the effective date of the AOC to schedule a scoping phase meeting.

b) The Respondents shall compile, review, and evaluate all existing Site data. The Respondents shall refer to Table 2-1 (Data Collection Information Sources) of the RI/FS Guidance for a list of data collection information sources. The Respondents shall exhaust, as necessary, all of those sources in compiling the data.

The Respondents shall compile all existing information describing hazardous substance sources, migration pathways, and potential human and environmental receptors. The Respondents shall compile all existing data relating to the varieties and quantities of hazardous substances released at or from the Site. The Respondents shall compile and review all available data relating to past disposal practices of any kind on and near the Site. The Respondents shall compile existing data concerning the physical and chemical characteristics of the hazardous substances, and their distribution among the environmental media (ground water, soil, surface water, sediments, and air) on and near the Site.

The Respondents shall compile existing data which resulted from any previous sampling events that may have been conducted on and near the Site. The Respondents shall gather existing data which describes previous responses that have been conducted on and near the Site by local, state, federal, or private parties.

The Respondents shall gather existing information regarding geology, hydrogeology, hydrology (including floodplains), meteorology (including previous hurricane activity), and ecology of the Site. The Respondents shall gather existing data regarding background ground water, background soil, background surface water, background sediments, and background air characteristics (if necessary). The Respondents shall gather existing data regarding demographics, land use, property boundaries, and zoning. The Respondents shall gather existing data which identifies and locates residential, municipal, or industrial water wells on and near the Site. The Respondents shall gather existing data which identifies surface water uses for areas surrounding the Site including, but not limited to, downstream of the Site. The Respondents shall gather existing information describing the flora and fauna of the Site. The Respondents shall gather existing data regarding state and federally listed threatened, endangered, or rare species; sensitive environmental areas; or critical habitats on and near the Site. The Respondents shall compile any existing ecological assessment data. This may include, but is not limited to, results of acute or chronic toxicity tests using Site surface water and/or sediment, analysis of invertebrate and/or fish tissue concentrations, analysis of wildlife tissue and egg concentrations, and any wildlife or invertebrate census or community survey information.

The Respondents shall use data compiled and reviewed to describe additional data needed to characterize the Site, to better define potential ARARs, and to develop a range of preliminarily identified remedial alternatives. All previously collected data shall be reviewed to determine compliance with the data quality requirements for the project and that it is suitable for use in the

RI/FS.

Task 2: Remedial Investigation and Feasibility Study Work Plan

21. The Respondents shall prepare and submit a Draft RI/FS Work Plan (WP) within sixty (60) calendar days after the Scoping Phase Meeting. The Respondents shall use information from appropriate EPA guidance and technical direction provided by the EPA's RPM as the basis for preparing the Draft RI/FS WP. The RI/FS shall be conducted in a manner that minimizes environmental impacts in accordance with the EPA's Principles for Greener Cleanups (EPA 2009a.) and EPA Region 6 Clean and Green Policy (EPA 2009b.) to the extent consistent with the National Contingency Plan (NCP), 40 CFR Part 300. The Best Management Practices available at http://www.cluin.org/greenremediation/ shall be considered.

22. The Respondents shall develop the Draft RI/FS WP in conjunction with the Draft RI/FS Sampling and Analysis Plan (Task 3 (RI/FS Sampling and Analysis Plan)) and the Draft RI/FS Site Health and Safety Plan (Task 4 (RI/FS Site Health and Safety Plan)), although each plan may be submitted to the EPA under separate cover. The Draft RI/FS WP shall include a comprehensive description of the Work to be performed, the methodologies to be utilized, and a corresponding schedule for completion. In addition, the Draft RI/FS WP shall include the rationale for performing the required activities.

23. Specifically, the Draft RI/FS WP shall present a statement of the problem(s) and potential problem(s) posed by the Site and the objectives of the RI/FS. Furthermore, the Draft RI/FS WP shall include a Site background summary setting forth the Site description which includes the geographic location of the Site, and to the extent possible, a description of the Site's physiography, hydrology, geology, and demographics; the Site's ecological, cultural and natural resource features; a synopsis of the Site history and a description of previous responses that have been conducted at the Site by local, state, federal, or private parties; and a summary of the existing data in terms of physical and chemical characteristics of the contaminants identified, and their distribution among the environmental media at the Site. In addition, the Draft RI/FS WP shall include a description of the Site management strategy developed during scoping, and a preliminary identification of remedial alternatives and data needs for evaluation of remedial alternatives. The Draft RI/FS WP shall reflect coordination with treatability study requirements (Task 8 (Treatability Studies)) and will show a process for and manner of identifying Federal and State chemical-, location-, and action-specific ARARs.

24. Finally, the major part of the Draft RI/FS WP shall be a detailed description of the Tasks (Tasks 1-10) to be performed, information needed for each Task and for the Baseline Human Health and Ecological Risk Assessments, information to be produced during and at the conclusion of each Task, and a description of the Work products and deliverables that the Respondents will submit to the EPA. This includes the deliverables set forth in the remainder of this SOW; a schedule for each of the required activities which is consistent with the EPA's guidance documents; monthly reports to the EPA as specified in Appendix A (Schedule of Deliverables/Meetings); and meetings and presentations to the EPA at the conclusion of each major phase of the RI/FS. The Respondents shall refer to the EPA's guidance document entitled, "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (EPA 1988b) which describes the RI/FS WP format and the required content.

25. The Respondents are responsible for fulfilling additional data and analysis needs identified by the EPA consistent with the general scope and objectives of this RI/FS. Because of the nature of the Site and the iterative nature of the RI/FS, additional data requirements and analyses may be identified throughout the process. If any significant additional Work is required to meet the objectives stated in the RI/FS WP, based upon new information obtained during the RI/FS, the Respondents shall submit a Draft RI/FS WP Amendment to the EPA for review and approval prior to any additional Work being conducted in accordance with the AOC and SOW. The EPA may, at its discretion, give verbal approval for Work to be conducted prior to providing written approval of the Draft RI/FS WP Amendment.

26. Subject to the provisions in Section X of the AOC, the Respondents shall prepare and submit to the EPA a final RI/FS Work Plan within thirty (30) calendar days after completing discussion of EPA's comments on the draft RI/FS Work Plan (and in no event later than sixty (60) calendar days after receipt of the EPA's comments on the draft RI/FS Work Plan).

Task 3: RI/FS Sampling and Analysis Plan

27. The Respondents shall prepare and submit to the EPA a Draft RI/FS Sampling and Analysis Plan (SAP) within sixty (60) calendar days after the Scoping Phase Meeting. This Draft RI/FS SAP shall provide a mechanism for planning field activities and shall consist of an RI/FS Field Sampling Plan and Quality Assurance Project Plan as follows:

a) The RI/FS Field Sampling Plan (FSP) shall define in detail the sampling and data gathering methods that will be used for the project to define the nature and extent of contamination and risk assessment-related studies (Task 7, Risk Assessments). It shall include, but not be limited to, sampling objectives, sample location and frequency, sampling equipment and procedures, and sample handling and analysis. The RI/FS FSP shall contain a completed Sample Design Collection Worksheet and a Method Selection Worksheet. These worksheet templates can be found in the EPA's guidance document entitled, "Guidance for Data Useability in Risk Assessment" (EPA 1992a). In addition, the FSP shall include a comprehensive description of the Site including geology; location; and physiographic, hydrological, ecological, cultural, and natural resource features; a brief synopses of the history of the Site; summary of existing data; and information on fate and transport and effects of chemicals. As such, the Respondents shall provide a strategy that includes both biased sampling and random sampling. The risk assessments require that the sampling be conducted to demonstrate that data is statistically representative of the Site. The Respondents shall also confirm that the detection limits for all laboratories are in accordance within the goals stated in the EPA's risk assessment guidance.

The FSP shall consider the use of all existing data and shall justify the need for additional data whenever existing data will meet the same objective. Existing data, if used for the RI/FS, shall meet the data quality and usability requirements based on the data quality objectives for the Site. The FSP shall be written so that a field sampling team unfamiliar with the Site would be able to gather the samples and field information required. The Respondents shall refer to EPA's guidance document entitled, "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (EPA 1988b) which describes the RI/FS FSP format and the required content. The Respondents shall document any required changes to the Final FSP, during

the implementation of the RI/FS, in a memorandum to the EPA's Remedial Project Manager and after discussions with the EPA.

b) The RI/FS Quality Assurance Project Plan (QAPP) shall describe the project objectives and organization, functional activities, and quality assurance and quality control (QA/QC) protocols that will be used to achieve the desired Data Quality Objectives (DQOs). The DQOs shall at a minimum reflect use of analytical methods for identifying contamination and remediating contamination consistent with the levels for remedial action objectives identified in the NCP. In addition, the RI/FS QAPP shall address sampling procedures; sample custody; analytical procedures; data reduction, validation, and reporting; and personnel qualifications. The Respondents shall refer to the EPA's guidance documents entitled; "EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5 " (EPA 2001, EPA/240/B-01/003, March 2001, or the latest revision), and "Guidance for Quality Assurance Project Plans, EPA QA/G-5 " (EPA 2002, EPA/240/R-02/009, December 2002, or the latest revision) which describe the RI/FS QAPP format and the required content.

Subject to the provisions in Section X of the AOC, the Respondents shall prepare and submit to the EPA a final RI/FS SAP within thirty (30) calendar days after completing discussion of EPA's comments on the draft RI/FS SAP (and in no event later than sixty (60) calendar days after receipt of the EPA's comments on the draft RI/FS SAP).

28. The Respondents shall demonstrate in advance, to the EPA's satisfaction, that each analytical laboratory it may use is qualified to conduct the proposed Work. This includes use of methods and analytical protocols for the chemicals of concern in the media of interest within detection and quantification limits consistent with both QA/QC procedures and the DQOs approved in the RI/FS QAPP for the Site by the EPA. The laboratory must have, and follow, an approved QA program. If a laboratory not in the Contract Laboratory Program (CLP) is selected, methods consistent with CLP methods shall be used where appropriate. Any methods not consistent with CLP methods shall be approved by the EPA prior to their use. Furthermore, if a laboratory not in the CLP program is selected, a laboratory QA program must be submitted to the EPA for review and approval. The EPA may require the Respondents to submit detailed information to demonstrate that the laboratory is qualified to conduct the Work, including information on personnel and qualifications, equipment, and material specifications.

Task 4: RI/FS Site Health and Safety Plan

29. The Respondents shall prepare and submit to the EPA an RI/FS Site Health and Safety Plan (HSP) within sixty (60) calendar days after the Scoping Phase Meeting. This RI/FS HSP shall be prepared in accordance with the Occupational Safety and Health Administration regulations and protocols and must be in place prior to any onsite activities. The EPA will review, but not approve, the RI/FS Site HSP to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment. The EPA may, at its discretion, disapprove the Site HSP and provide comments concerning those aspects of the plan which pertain to the protection of the environment and the health of persons not employed by, or under contract to, the Respondents. In addition, EPA may require a revised RI/FS Site HSP to be submitted for review in the event that the RI/FS WP is changed or amended (e.g., such as in the performance of pilot studies which may result in the airborne emissions of hazardous

substances from the Site). The Respondents shall refer to the EPA's guidance document entitled, "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (EPA 1988b) which describes the RI/FS Site HSP format and the required content.

Task 5: Community Involvement Plan

30. The development and implementation of community relations activities, including community interviews and developing a community involvement plan, are the responsibilities of EPA. Respondents must assist, as required by EPA, by providing information regarding the Site's history, participating in public meetings upon notice from EPA, or by preparing fact sheets for distribution to the general public. As appropriate and feasible, EPA will provide Respondents with the opportunity to review and provide comments on a draft community involvement plan, including the stakeholder and community mailing lists, and fact sheets prior to distribution. In addition, EPA may require that Respondents establish a community information repository, at or near the Site, to house one copy of the administrative record. The extent of Respondents' involvement in community relations activities is left to the discretion of EPA. Respondents' community relations responsibilities, if any, are specified in the community involvement plan. All community relations activities will be subject to oversight by EPA.

Task 6: Site Characterization

31. As part of the Remedial Investigation (RI), the Respondents shall perform the activities described in this Task, including the preparation of an RI Report (Task 9, Remedial Investigation Report). The overall objective of the Site's characterization will be to describe areas of the Site that may pose a threat to human health or the environment. This will be accomplished by first determining the Site's physiography, geology, and hydrology. Surface and subsurface pathways of migration shall be defined by the Respondents. The Respondents shall identify the sources of contamination and define the nature, extent, and volume of the sources of contamination, including their physical and chemical constituents. The Respondents shall also investigate the extent of migration of this contamination as well as its volume and any changes in its physical or chemical characteristics, to provide for a comprehensive understanding of the nature and extent of contamination at the Site. Using this information, contaminant fate and transport will then be determined and projected.

32. The Respondents shall implement the Final RI/FS WP, and SAP during this phase of the RI/FS. Field data will be collected and analyzed to provide the information required to accomplish the objectives of the study. The Respondents shall notify the EPA at least fifteen (15) calendar days in advance of the field work regarding the planned dates for field activities, including, but not limited to, ecological field surveys, field layout of the sampling grid, installation of wells, initiating sampling (air, surface water, ground water, sediments, soils, and biota), installation and calibration of equipment, aquifer tests, and initiation of analysis and other field investigation activities (including geophysical surveys and borehole geophysics). The Respondents shall not proceed with field activities without prior EPA approval. The Respondents shall demonstrate that the laboratory and type of laboratory analyses that will be utilized during the Site's characterization meets the specific QA/QC requirements and the DQOs established for the investigation of the Site as specified in the Final RI/FS SAP. Activities are often iterative, and to satisfy the objectives of the RI/FS it may be necessary for the Respondents to supplement the Work specified in the Final RI/FS WP.

33. The Respondents shall perform the following activities as part of Task 6 (Site Characterization):

a) Field Investigation - The field investigation shall include the gathering of data to define

the Site's physical and biological characteristics, sources of contamination, and the nature and extent of contamination at or from the Site. These activities shall be performed by the Respondents in accordance with the Final RI/FS WP and SAP. At a minimum, this field investigation shall address the following:

i) Implementation and Documentation of Field Support Activities - The Respondents shall initiate field support activities following the Final RI/FS WP and SAP approved by the EPA. Field support activities may include obtaining access to the Site; scheduling; and procurement of equipment, office space, laboratory services, and/or contractors. The Respondents shall notify the EPA at least fifteen (15) calendar days prior to initiating field support activities so that the EPA may adequately schedule oversight activities. The Respondents shall also notify the EPA in writing upon completion of field support activities.

ii) Investigation and Definition of Site Physical and Biological Characteristics - The Respondents shall collect data on the physical and biological characteristics of the Site and its surrounding areas including the physiography, geology, hydrology, and specific physical characteristics identified in the Final RI/FS WP. This information shall be ascertained through a combination of physical measurements, observations, and sampling efforts, and will be utilized to define potential transport pathways and human and ecological receptor populations (including risks to endangered or threatened species). In defining the Site's physical characteristics, the Respondents shall also obtain sufficient engineering data for the projection of contaminant fate and transport, and development and screening of remedial action alternatives, including information to assess treatment technologies.

iii) Definition of Sources of Contamination - The Respondents shall locate each source of contamination. For each location, the areal extent and depth of contamination will be determined by sampling at incremental depths on a sampling grid. The physical characteristics and chemical constituents and their concentrations will be determined for all known and discovered sources of contamination. The Respondents shall conduct sufficient sampling to define the boundaries of the contaminant sources to the level established in the Final RI/FS QAPP and DQOs. Defining the source of contamination shall include analyzing the potential for contaminant release (e.g., long-term leaching from soil), contaminant mobility and persistence, and characteristics important for evaluating remedial actions, including information to assess treatment technologies.

iv) Description of the Nature and Extent of Contamination - The Respondents shall gather information to describe the nature and extent of contamination, at or from the Site, as a final step during the field investigation. To describe the nature and extent of contamination, the Respondents shall utilize the information on the Site's physical and biological characteristics and sources of contamination to give a preliminary estimate of the contaminants that may have migrated. The Respondents shall then implement an iterative monitoring program and any study program identified in the Final RI/FS WP or SAP such that by using analytical techniques sufficient to detect and quantify the

concentration of contaminants, the migration of contaminants through the various media at the Site can be determined. In addition, the Respondents shall gather data for calculations of contaminant fate and transport. This process shall be continued until the area and depth of contamination are known to the level of contamination established in the Final RI/FS QAPP and DQOs. The EPA will use the information on the nature and extent of contamination to determine the level of risk presented by the Site and to help determine aspects of the appropriate remedial action alternatives to be evaluated.

b) Data Analyses - The Respondents shall analyze the data collected and develop or refine the Conceptual Site Model by presenting and analyzing data on source characteristics, the nature and extent of contamination, the transport pathways and fate of the contaminants present at the Site, and the effects on human health and the environment:

i) Evaluation of Site Characteristics: The Respondents shall analyze and evaluate the data to describe the Site's physical and biological characteristics, contaminant source characteristics (as necessary to identify principal threat or low threat wastes, and estimate waste volumes for risk assessment evaluation and remedial alternatives evaluation purposes), nature and extent of contamination, and contaminant fate and transport. Results of the Site's physical characteristics, source characteristics, and extent of contamination analyses are utilized in the analysis of contaminant fate and transport. The evaluation will include the actual and potential magnitude of releases from the sources, and horizontal and vertical spread of contamination as well as the mobility and persistence of the contaminants. Where modeling is appropriate, such models shall be identified by the Respondents to the EPA in a Technical Memorandum prior to their use. If EPA disapproves of or requires revisions to the technical memorandum, in whole or in part, subject to the provisions in Section X of the AOC, Respondents shall amend and submit to EPA a revised technical memorandum on modeling which is responsive to directions and EPA's comments within thirty (30) calendar days after completing discussion of the EPA's comments on the draft technical memorandum (and in no event later than sixty (60) calendar days after receipt of the EPA's comments on the draft memorandum).

All data and programming, including any proprietary programs, shall be made available to the EPA together with a sensitivity analysis. The RI data shall be presented in a format to facilitate the Respondent's preparation of the Baseline Human Health and Ecological Risk Assessments (Task 7, Risk Assessments). All data shall be archived in a database in such a format that would be accessible to investigators as needed.

The Respondents shall agree to discuss and then collect additional data for any data gaps identified by the EPA that are needed to complete the risk assessments. Also, this evaluation shall provide any information relevant to the Site's characteristics necessary for evaluation of the need for remedial action in the risk assessments and for the development and evaluation of remedial alternatives. Analyses of data collected for the Site's characterization shall meet the DQOs developed in the Final RI/FS QAPP and stated in the Final RI/FS SAP (or revised during the RI).

c) Data Management Procedures – The Respondents shall consistently document the quality and validity of field and laboratory data compiled during the RI as follows:

i) Documentation of Field Activities - Information gathered during the Site's characterization shall be consistently documented and adequately recorded by the Respondents in well maintained field logs and laboratory reports. The method(s) of documentation shall be specified in the Final RI/FS WP and/or the SAP. Field logs shall be utilized to document observations, measurements, and significant events that have occurred during field activities. Laboratory reports shall document sample custody, analytical responsibility and results, adherence to prescribed protocols, nonconformity events, corrective measures, and data deficiencies.

ii) Sample Management and Tracking - The Respondents shall maintain field reports, sample shipment records, analytical results, and QA/QC reports to ensure that only validated analytical data are reported and utilized in the risk assessments and the development and evaluation of remedial alternatives. Analytical results developed under the Final RI/FS WP shall not be included in any characterization reports of the Site unless accompanied by or cross-referenced to a corresponding QA/QC report. In addition, the Respondents shall establish a data security system to safeguard chain-of-custody forms and other project records to prevent loss, damage, or alteration of project documentation.

34. Reuse Assessment - If EPA, in its sole discretion, determines that a Reuse Assessment is necessary, Respondents will perform the Reuse Assessment in accordance with the SOW, RI/FS Work Plan and applicable guidance (EPA 2001c). The Reuse Assessment should provide sufficient information to develop realistic assumptions of the reasonably anticipated future land use for the Site.

Task 7: Risk Assessments

35. The Respondents shall perform a Baseline Human Health Risk Assessment, Screening Level Ecological Risk Assessment, and a Baseline Ecological Risk Assessment (if necessary) for the Site, which will be a part of the RI Report. The Respondents will prepare one section of the Final RI/FS WP (Task 2) which discusses the risk assessment process and outlines the steps necessary for coordinating with the EPA at key decision points within the process. Submittal of deliverables, meetings and/or conference calls, and presentations to the EPA will be reflected in the project schedule in the Final RI/FS WP to demonstrate the progress made on the risk assessments. The DQOs listed within the Final RI/FS QAPP will include DQOs specific to risk assessment needs, and critical samples needed for the risk assessments will be identified within the Final RI/FS SAP. The Respondents shall develop an initial Conceptual Site Model which may be revised as new information is obtained. These risk assessments shall consist of both Human Health and Ecological Risk Assessments as follows:

a) Baseline Human Health Risk Assessment: The Respondents shall perform a Baseline Human Health Risk Assessment (BHHRA) to evaluate and assess the risk to human health posed by the contaminants present at the Site. The Respondents shall refer to the appropriate EPA guidance documents (EPA 1989b, 1991a, 1991b, 1991c, 1992a, and 2001b) in conducting the BHHRA. The Respondents shall address the following in the BHHRA:

i) Hazard Identification (sources) - The Respondents shall review available information on the hazardous substances present at the Site and identify the major contaminants of concern.

ii) Dose-Response Assessment - The Respondents, with concurrence from the EPA, shall select contaminants of concern based on their intrinsic toxicological properties and distribution in the environment.

iii) Conceptual Exposure/Pathway Analysis - The Respondents shall identify and analyze critical exposure pathways (e.g., drinking water). The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.

iv) Characterization of Site and Potential Receptors - The Respondents shall identify and characterize human populations in the exposure pathways.

v) Exposure Assessment - During the exposure assessment, the Respondents shall identify the magnitude of actual or potential human exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels. In developing the exposure assessment, the Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential future land use conditions at the Site.

vi) Risk Characterization - During risk characterization, the Respondents shall compare chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, to measured levels of contaminant exposure levels and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the Site are affecting or could potentially affect human health.

vii) Identification of Limitations/Uncertainties - The Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the BHHRA.

viii) Conceptual Site Model - Based on contaminant identification, exposure assessment, toxicity assessment, and risk characterization, the Respondents shall develop a Conceptual Site Model for the Site.

The Respondents shall prepare and submit to the EPA for review and approval, according to the schedule specified in the Final RI/FS Work Plan, a Draft BHHRA. Subject to the provisions in Section X of the AOC, the Respondents shall submit a Final BHHRA within thirty (30) calendar days after completing discussion of the EPA's comments on the Draft BHHRA (an in no event

later than sixty (60) calendar days after receipt of the EPA's approval of the Draft BHHRA.

b) Baseline Ecological Risk Assessment: The Respondents shall perform the Baseline Ecological Risk Assessment (BERA) concurrently with the BHHRA. The BERA shall conform to current EPA guidance (EPA 1992a, EPA 1992b, EPA 1993, EPA 1997, and EPA 2001b). The scoping of all phases of the BERA shall follow the general approach provided in the EPA's guidance (EPA 1997) and shall include discussions between the Respondents and the EPA's risk assessors and risk managers. The BERA shall conform to the general outline provided in the EPA's guidance (EPA 1997).

The eight steps in the Baseline Ecological Risk Assessment (BERA) process include:
Step 1 - Screening-Level Problem Formulation and Ecological Effects Evaluation,
Step 2 - Screening-Level Preliminary Exposure Estimate and Risk Calculation,
Step 3 - Baseline Risk Assessment Problem Formulation,
Step 4 - Study Design and Data Quality Objectives,
Step 5 - Field Verification and Sampling Design,
Step 6 - Site Investigation and Analysis of Exposure and Effects,
Step 7 - Risk Characterization, and
Step 8 - Risk Management.

The Respondents shall interact closely with the EPA's Remedial Project Manager and risk assessment staff assigned to the Site to ensure that draft deliverables are acceptable and major rework is avoided on subsequent submittals. The scope of the BERA will be determined via a phased approach as outlined in the EPA's guidance documents and documented in the following deliverables:

i) Step 1, Screening Level Problem Formulation and Ecological Effects Evaluation - The "Screening Level Problem Formulation and Ecological Effects Evaluation" step is part of the initial ecological risk screening assessment. For this initial step, it is likely that site-specific information for determining the nature and extent of contamination and for characterizing ecological receptors at the Site is limited. This step includes all the functions of problem formulation (Steps 3 and 4) and ecological effects analysis, but on a screening level. The results of this step will be used in conjunction with exposure estimates during the preliminary risk calculation in Step 2 (Screening-Level Preliminary Exposure Estimate and Risk Calculation).

For the screening level problem formulation, the Respondents shall develop a Conceptual Site Model that addresses these five issues: 1) environmental setting and contaminants known or suspected to exist at the Site, 2) contaminant fate and transport mechanisms that might exist at the Site, 3) the mechanisms of ecotoxicity associated with contaminants and likely categories of receptors that could be affected, 4) the complete exposure pathways that might exist at the Site, and 5) selection of endpoints to screen for ecological risk.

The next step in the initial ecological risk screening assessment will be the preliminary

ecological effects evaluation and the establishment of contaminant exposure levels that represent conservative thresholds for adverse ecological effects. Screening ecotoxicity values shall represent a no-observed-adverse-effect-level for long-term exposures to a contaminant. Ecological effects of most concern are those that can impact populations (or higher levels of biological organizations), and/or individual receptors for state and federally listed threatened/endangered or rare species; and include adverse effects on development, reproduction, and survivorship. For some of the data reported in the literature, conversions may be necessary to allow the data to be used for measures of exposure other than those reported. The Respondents shall consult with the EPA's Remedial Project Manager and risk assessors concerning any extrapolations used in developing screening ecotoxicity values.

ii) Step 2, Screening-Level Exposure Estimate and Risk Calculation - The "Screening-Level Exposure Estimate and Risk Calculation" comprises the second step in the ecological risk screening assessment for the Site. Risk is estimated by comparing maximum documented exposure concentrations with the ecotoxicity screening values from Step 1. At the conclusion of Step 2, the Respondents shall decide, with concurrence from the EPA, that either the screening-level ecological risk assessment is adequate to determine that ecological threats are negligible, or the process should continue to a more detailed ecological risk assessment (Steps 3 through 7). If the process continues, the screening-level assessment serves to identify exposure pathways and preliminary contaminants of concern for the BERA by eliminating those contaminants and exposure pathways that pose negligible risks.

To estimate exposures for the screening-level ecological risk calculation, on-site contaminant levels and general information on the types of biological receptors that might be exposed should be known from Step 1. Only complete exposure pathways should be evaluated and the highest measured or estimated on-site contaminant concentration for each environmental medium should be used to estimate exposures, thereby ensuring that potential ecological threats are not missed.

The Respondents will estimate a quantitative screening-level risk using the exposure estimates developed according to Step 2 and the screening ecotoxicity values developed according to Step 1. For the screening-level risk calculation, the hazard quotient approach, which compares point estimates of screening ecotoxicity values and exposure values, is adequate to estimate risk.

At the end of Step 2, the Respondents shall decide, with concurrence from the EPA, whether the information available is adequate to support a risk management decision. The three possible decisions at this point will be: 1) There is adequate information to conclude that ecological risks are negligible and therefore no need for remediation on the basis of ecological risk; 2) The information is not adequate to make a decision at this point, and the ecological risk assessment process will continue to Step 3; or 3) The information indicates a potential for adverse ecological effects, and a more thorough assessment is warranted. The Respondents shall document the decision and the basis for

it in a Draft Screening Level Ecological Risk Assessment (SLERA) Report and submit it to the EPA for review and approval according to the project schedule in the Final RI/FS WP. The Respondents shall submit a Final SLERA within thirty (30) days after completing discussion of the EPA's comments on the Draft SLERA Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft SLERA Report).

iii) Step 3, Baseline Risk Assessment Problem Formulation - The "Baseline Risk Assessment Problem Formulation" step of the BERA will refine the screening-level problem formulation and expands on the ecological issues that are of concern at the Site. In the screening-level assessment, conservative assumptions are used where site-specific information is lacking. In Step 3, the results of the screening assessment and additional site-specific information are used to determine the scope and goals of the BERA. Steps 3 through 7 will be required only if the screening-level assessment, in Steps 1 and 2, indicated a need for further ecological risk evaluation.

Problem formulation at Step 3 will include the following activities: a) refining preliminary contaminants of ecological concern; b) further characterizing ecological effects of contaminants; c) reviewing and refining information on contaminant fate and transport, complete exposure pathways, and ecosystems potentially at risk; d) selecting assessment endpoints; and e) developing a CSM with working hypotheses or questions that the Site investigation will address.

At the conclusion of Step 3, the Respondents shall submit a Draft BERA Problem Formulation (PF) Report to the EPA for review and approval according to the project schedule in the Final RI/FS Work Plan. The Respondents shall submit a Final BERA PF Report within thirty (30) days after completing discussion of the EPA's comments on the Draft BERA PF Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft BERA PF Report). This report shall discuss the assessment endpoints, exposure pathways, risk questions, and the CSM integrating these components. The products of Step 3 will be used to select measurement endpoints and to develop the BERA Work Plan (WP) and Sampling and Analysis (SAP) for the Site in Step 4.

iv) Step 4, Study Design and Data Quality Objective Process - The "Study Design and Data Quality Objective Process" step of the BERA will establish the measurement endpoints which complete the CSM in Step 3. The CSM will then be used to develop the study design and DQOs. The deliverables of Step 4 will be the BERA WP and SAP, which describe the details of the Site's investigation as well as the data analysis methods and DQOs. The Draft BERA WP shall describe the assessment endpoints, exposure pathways, questions and testable hypotheses, measurement endpoints and their relation to assessment endpoints, and uncertainties and assumptions. The Draft BERA SAP shall describe data needs; scientifically valid and sufficient study design and data analysis procedures; study methodology and protocols, including sampling techniques; data reduction and interpretation techniques, including statistical analyses; and quality

assurance procedures and quality control techniques. The Respondents shall submit to the EPA for review and approval a Draft BERA WP and SAP according to the schedule specified in the Final RI/FS Work Plan. The Respondents shall submit a Final BERA WP and SAP within thirty (30) days after completing discussion of the EPA's comments on the Draft BERA WP and SAP (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft BERA WP and SAP).

v) Step 5, Field Verification of Sampling Design - The "Field Verification of Sampling Design" step of the BERA process will ensure that the DQOs for the Site can be met. This step verifies that the selected assessment endpoints, testable hypotheses, exposure pathway model, measurement endpoints, and study design from Steps 3 and 4 are appropriate and implementable at the Site. Step 6 of the BERA process cannot begin until the Final BERA WP and SAP are approved by the EPA.

vi) Step 6, Site Investigation and Analysis Phase - The "Site Investigation and Analysis Phase" of the BERA process shall follow the Final BERA WP and SAP developed in Step 4 and verified in Step 5. The Step 6 results are then used to characterize ecological risks in Step 7.

The Final BERA WP for the Site investigation will be based on the CSM and will specify the assessment endpoints, risk questions, and testable hypotheses. During the Site investigation, the Respondents shall adhere to the DQOs and to any requirements for co-located sampling. The analysis phase of the BERA process will consist of the technical evaluation of data on existing and potential exposures and ecological effects at the Site. This analysis will be based on the information collected during Steps 1 through 5 and will include additional assumptions or models to interpret the data in the context of the CSM. Changing field conditions and new information on the nature and extent of contamination may require a change to the Final BERA SAP.

vii) Step 7 - Risk Characterization - The "Risk Characterization" step is considered the final phase of the BERA process and will include two major components: risk estimation and risk description. Risk estimation will consist of integrating the exposure profiles with the exposure-effects information and summarizing the associated uncertainties. The risk description will provide information important for interpreting the risk results and will identify a threshold for adverse effects on the assessment endpoints. At the end of Step 7, the Respondents shall submit a Draft BERA Report to EPA for review and approval according to the project schedule in the Final RI/FS WP. The Respondents shall submit a Final BERA Report within thirty (30) days after completing discussion of the EPA's comments on the Draft BERA Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft BERA Report).

viii) Step 8 - Risk Management - "Risk Management" at the Site will be the responsibility of the EPA's Remedial Project Manager and risk assessor(s), who must balance risk reductions associated with cleanup of contaminants with potential impacts of the remedial actions themselves. In Step 7, a threshold for effects on the assessment

endpoint as a range between contamination levels identified as posing no ecological risk and the lowest contamination levels identified as likely to produce adverse ecological effects will be identified. In Step 8, the EPA's Remedial Project Manager and risk assessor(s) will evaluate several factors in deciding whether or not to clean up to within that range. This risk management decision will be finalized by the EPA in the Record of Decision for the Site.

Task 8: Treatability Studies

36. Treatability testing, if necessary, shall be performed by the Respondents to assist in the detailed analysis of alternatives. In addition, if applicable, testing results and operating conditions shall be used in the detailed design of the selected remedial technology. The following activities shall be performed by the Respondents:

a) Determination of Candidate Technologies and of the Need for Testing - The Respondents shall identify candidate technologies for a treatability studies program.

The listing of candidate technologies will cover the range of technologies required for alternatives analysis. The specific data requirements for the testing program will be determined and refined during the characterization of the Site and the development and screening of remedial alternatives. The Respondents shall perform the following activities:

i) Conduct of Literature Survey and Determination of the Need for Treatability Testing - The Respondents shall conduct a literature survey to gather information on performance, relative costs, applicability, removal efficiencies, operation and maintenance requirements, and implementability of candidate technologies. If practical technologies have not been sufficiently demonstrated, or cannot be adequately evaluated for this Site on the basis of available information, treatability testing may need to be conducted. Where it is determined by the EPA that treatability testing is required, and unless the Respondents can demonstrate to the EPA's satisfaction that they are not needed, the Respondents shall be required to submit a Treatability Study Work Plan to the EPA outlining the steps and data necessary to evaluate and initiate the treatability testing program.

ii) Evaluation of Treatability Studies - Once a decision has been made to perform treatability studies, the Respondents and the EPA will decide on the type of treatability testing to use (e.g., bench versus pilot, etc.). Because of the time required to design, fabricate, and install pilot scale equipment as well as perform testing for various operating conditions, the decision to perform pilot testing shall be made as early in the process as possible to minimize potential delays of the Feasibility Study (Task 10). If the EPA determines that treatability studies are necessary, the Respondents shall submit a Draft Treatability Study Work Plan (TSWP), Sampling and Analysis Plan (SAP), and Health and Safety Plan within sixty (60) calendar days after the determination that treatability studies are necessary. Subject to the provisions in Section X of the AOC, the Respondents shall submit a Final TSWP, SAP, and HSP within thirty (30) days after completing discussion of the EPA's comments on the Draft TSWP (and in no event later than sixty (60) calendar days after receipt of the EPA's comments on the Draft TSWP.

The EPA will not approve the TS HSP but may provide comments to the Respondents.

The Respondents shall submit a Draft Treatability Study (TS) Report to the EPA for review and approval according to the project schedule in the Final Treatability Study Work Plan. Subject to the provisions in Section X of the AOC, the Respondents shall submit a Final TS Report within thirty (30) calendar days after completing discussion of the EPA's comments on the Draft TS Report (and in no event later than sixty (60) calendar days after receipt of the EPA's comments of the Draft TS Report. This report shall evaluate the technology's effectiveness and implementability in relation to the Preliminary Remediation Goals established for the Site. Actual results must be compared with predicted results to justify effectiveness and implementability discussions.

Task 9: Remedial Investigation Report

37. The Respondents shall prepare and submit a Remedial Investigation (RI) Report. The Respondents shall refer to the EPA's guidance document entitled, "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (EPA 1988b), including Table 3-13 (Suggested RI Report Format), for the RI Report format and the required content. The Respondents shall discuss the RI Report format and the required content with the EPA's Remedial Project Manager early in the RI/FS process. The information shall include a summary of the results of the field activities to characterize the Site, classification of ground water beneath the Site, nature and extent of contamination for all media, and appropriate site-specific discussions for fate and transport of contaminants. The Respondents shall incorporate the results of Task 7 (Risk Assessments) into the RI Report, as appropriate.

The Respondents shall submit a Draft RI Report to the EPA for review and approval according to the project schedule in the Final RI/FS Work Plan. Subject to the provisions in Section X of the AOC, the Respondents shall submit a final RI Report within thirty (30) calendar days after completing discussion of the EPA's comments on the Draft RI Report (and in no event later than sixty (60) calendar days after receipt of the EPA's comments on the Draft RI Report).

Task 10: Feasibility Study

38. The Respondents shall perform a Feasibility Study (FS) as specified in this SOW. The FS shall include, but not be limited to, the development and screening of alternatives for remedial action, a detailed analysis of alternatives for remedial action, and submittal of Draft and Final FS Reports as follows:

a) Development and Screening of Alternatives for Remedial Action - The Respondents shall develop an appropriate range of remedial alternatives that will be evaluated through development and screening.

b) Detailed Analyses of Alternatives for Remedial Action - The Respondents shall conduct a detailed analysis of remedial alternatives for the candidate remedies identified during the screening process described in this Task. This detailed analysis shall follow the EPA's guidance document entitled, "Interim Final Guidance for Conducting Remedial Investigations and

Feasibility Studies Under CERCLA" (EPA 1988b) and other appropriate guidance documents. The major components of the Detailed Analysis of Alternatives for Remedial Action shall consist of an analysis of each option against a set of evaluation criteria and a separate discussion for the comparative analysis of all options with respect to each other in a manner consistent with the NCP. The Respondents shall not consider state and community acceptance during the Detailed Analysis of Alternatives. The EPA will perform the analysis of these two criteria. At the conclusion of the Detailed Analysis of Alternatives and within the time frame specified in the project schedule in the Final RI/FS WP, the Respondents shall provide the EPA with a Draft FS Report as outlined below.

Draft Feasibility Study Report - The Respondents shall submit to the EPA, for review and approval, a Draft FS Report which documents the activities conducted during the Development and Screening of Alternatives and the Detailed Analyses of Alternatives, as described above, according to the project schedule in the Final RI/FS WP. The Respondents shall refer to the EPA's guidance document entitled, "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (EPA 1988b), specifically Table 6-5 (Suggested FS Report Format) for FS Report content and format.

c) Final Feasibility Study Report – The Draft FS Report shall provide the basis for the Proposed Plan developed by the EPA under CERCLA and shall document the development and analysis of remedial alternatives. The Draft FS Report may be subject to change following comments received during the public comment period on the EPA's Proposed Plan. The EPA will forward any comments pertinent to content of the Draft FS Report to the Respondents. Subject to the provisions in Section X of the AOC, the Respondents shall submit a Final FS Report within thirty (30) calendar days after completing discussion of the EPA's comments (and any public comments provided by EPA) on the Draft FS Report (and in no event later than sixty (60) calendar days after the receipt of comments from EPA on the Draft FS Report).

APPENDIX A
SCHEDULE OF DELIVERABLES/MEETINGS
STATEMENT OF WORK
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
CEDAR CHEMICAL CORPORATION SUPERFUND SITE

DELIVERABLE	DUE DATE (CALENDAR DAYS)
1. Scoping Phase Meeting	Meeting to be scheduled within fourteen (14) days after the effective date of the AOC.
2. Draft and Final RI/FS Work Plan (WP)	Draft due within sixty (60) days after the Scoping Phase Meeting. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft RI/FS Work Plan (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft RI/FS Work Plan)
3. Draft and Final RI/FS Sampling and Analysis Plan (SAP)	Draft due within sixty (60) days after the Scoping Phase Meeting. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft RI/FS SAP (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft RI/FS Work SAP)
4. RI/FS Site Health and Safety Plan	Plan due within sixty (60) days after the Scoping Phase Meeting.
5. Draft and Final Technical Memorandum on Modeling of Site Characteristics	Draft due when Respondents propose that modeling is appropriate. Final due within thirty (30) days after completing discussion of the EPA's comments on the draft memorandum (and in no event later than sixty (60) days after receipt of the EPA's comments on the draft memorandum).
6. Draft and Final Baseline Human Health Risk Assessment (BHHRA)	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft BHHRA (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft BHHRA).
7. Draft and Final Screening Level Ecological Risk Assessment (SLERA) Report	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft SLERA Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft SLERA Report).
8. Draft and Final Baseline Ecological Risk Assessment (BERA) Problem Formulation (PF) Report	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft BERA PF Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft BERA PF Report).

APPENDIX A (CONTD.)
SCHEDULE OF DELIVERABLES/MEETINGS
STATEMENT OF WORK
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
CEDAR CHEMICAL CORPORATION SUPERFUND SITE

DELIVERABLES/MEETINGS	DUE DATES (CALENDAR DAYS)
9. Draft and Final Baseline Ecological Risk Assessment (BERA) Work Plan (WP) and Sampling and Analysis Plan (SAP)	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft BERA WP and SAP (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft BERA WP and SAP).
10. Draft and Final Baseline Ecological Risk Assessment (BERA) Report	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft BERA Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft BERA Report).
11. Draft and Final Treatability Study (TS) Work Plan (WP), Sampling and Analysis Plan (SAP), and Health and Safety Plan	Draft due within sixty (60) calendar days after the determination that treatability studies are necessary. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft TSWP (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft TSWP).
12. Draft and Final Treatability Study (TS) Report	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft TS Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft TS Report).
13. Draft and Final Remedial Investigation (RI) Report	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft RI Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft RI Report).
14. Draft and Final Feasibility Study (FS) Report	Draft due as specified in the Final RI/FS WP. Final due within thirty (30) days after completing discussion of the EPA's comments on the Draft FS Report (and in no event later than sixty (60) days after receipt of the EPA's comments on the Draft FS Report).

APPENDIX B
GUIDANCE DOCUMENTS
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
CEDAR CHEMICAL CORPORATION SUPERFUND SITE

The following list comprises some of the guidance documents that are applicable to the Remedial Investigation and Feasibility Study process. The Respondents should consult with EPA's Remedial Project Manager for additional guidance and to ensure that the following guidance documents have not been superseded by more recent guidance:

U.S. Environmental Protection Agency (EPA) 1987a. "Data Quality Objectives for Remedial Response Activities." Office of Emergency and Remedial Response and Office of Waste Programs Enforcement. EPA/540/G-87/003. OSWER Directive No. 9335.0-7b. March 1987.

EPA 1987b. "Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements." Office of Emergency and Remedial Response. OSWER Directive No. 9234.0-05. July 9, 1987.

EPA 1988a. "CERCLA Compliance with Other Laws Manual." Office of Emergency and Remedial Response. OSWER Directive No. 9234.1-01. August 1988.

EPA 1988b. "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA." Office of Emergency and Remedial Response. EPA/540/G-89/004. OSWER Directive No. 9355.3-01. October 1988.

EPA 1989a. "CERCLA Compliance with Other Laws Manual: Part II. Clean Air Act and Other Environmental Statutes and State Requirements." Office of Emergency and Remedial Response. OSWER Directive No. 9234.1-02. August 1989.

EPA 1989b. "Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation Manual (Part A)." Office of Emergency and Remedial Response. EPA/540/1-89/002. OSWER Directive No. 9285.7-01A. December 1989.

EPA 1991a. "Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors." Office of Emergency and Remedial Response. OSWER Directive No. 9235.6-03. March 1991.

EPA 1991b. "Risk Assessment Guidance for Superfund: Volume I, Human Health Evaluation Manual (Part B), Development of Risk-Based Preliminary Remediating Goals." Office of Emergency and Remedial Response. OSWER Directive No. 9285.7-01B. December 1991.

EPA 1991c. "Risk Assessment Guidance for Superfund: Volume I, Human Health Evaluation Manual (Part C), Risk Evaluation of Remedial Alternatives." Office of Emergency and Remedial Response. OSWER Directive No. 9285.7-01C. 1991.

EPA 1992a. "Guidance for Data Useability in Risk Assessment." Office of Emergency and Remedial

Response. OSWER Directive No. 9285.7-09A. April 1992 (and Memorandum from Henry L. Longest dated June 2, 1992).

EPA 1992b. "Supplemental Guidance to RAGS: Calculating the Concentration Term." Office of Emergency and Remedial Response. OSWER Directive No. 9285.7-081. May 1992.

EPA 1997. "Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments." Office of Emergency and Remedial Response. EPA/540-R-97-006. June 5, 1997.

EPA 2000. "Guidance for the Data Quality Objectives Process." EPA QA/G-4, EPA/600/R-96/055. August 2000.

EPA 2001a. "EPA Requirements for Quality Assurance Project Plans." Office of Environmental Information. EPA QA/R-5. EPA/240/B-01/003. March 2001.

EPA 2001b. "Risk Assessment Guidance for Superfund, Volume 1 - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments). Final. Publication 9285.7-47. December 2001.

EPA 2001c. "Reuse Assessments: A Tool to Implement The Superfund Land Use Directive." OSWER 9355.7-06P", June 2001 available at

EPA 2002. "EPA Guidance for Quality Assurance Project Plans." EPA QA/G-5. EPA/240/R-02/009. December 2002.

EPA 2009a. "U.S. Environmental Protection Agency Office of Solid Waste and Emergency Response Principles for Greener Cleanups" August 2009 available at http://www.epa.gov/oswer/greenercleanups/pdfs/oswer_greencleanup_principles.pdf

EPA 2009b. "EPA Region 6 Clean and Green Policy" September 2009 available at http://www.cluin.org/greenremediation/docs/R6GRPolicy.pdf

APPENDIX C
APPLICABLE OR RELEVANT AND APPROPRIATE REQUIREMENTS
REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
CEDAR CHEMEICAL CORPORATION SUPERFUND SITE

A preliminary list of probable Applicable or Relevant and Appropriate Requirements (ARARs) will be generated by the Respondents during the Remedial Investigation and Feasibility Study process. This list will be compiled according to established EPA guidance, research of existing regulations, and collection of site-specific information and data. Three types of ARARs will be identified:

1) Chemical-Specific ARARs: These ARARs are usually health- or risk-based numerical values or methodologies used to determine acceptable concentrations of chemicals that may be found in or discharged to the environment (e.g., maximum contaminant levels that establish safe levels in drinking water).

2) Location-Specific ARARs: These ARARs restrict actions or contaminant concentrations in certain environmentally sensitive areas. Examples of areas regulated under various Federal laws include floodplains, wetlands, and locations where endangered species or historically significant cultural resources are present.

3) Action-Specific ARARs: These ARARs are usually technology- or activity-based requirements or limitations on actions or conditions involving specific substances.

Chemical- and location-specific ARARs are identified early in the process, generally during the site investigation, while action-specific ARARs are usually identified during the Feasibility Study in the detailed analysis of alternatives.

ENCLOSURE 4

Reconciliation Pending

Itemized Cost Summary

CEDAR CHEMICAL CORPORATION, WEST HELENA, AR SITE ID = 06 NH

UNRECONCILED COST FROM 10/07/2006 THROUGH 01/07/2014
SPECIAL NOTICE FOR RI/FS

REGIONAL PAYROLL COSTS	$70,030.44
REGIONAL TRAVEL COSTS	$2,278.67
EMERGENCY REMOVAL CLEANUP (ERC) CONTRACT	
ENVIRONMENTAL QUALITY MANAGEMENT , INC. (68-S6-0201)	($1,127.82)
ENFORCEMENT SUPPORT SERVICES (ESS)	
TOEROEK ASSOCIATES, INC. (EPW10011)	$103,053.08
INTERAGENCY AGREEMENT (IAG)	
DEPARTMENT OF JUSTICE (DW159219466)	$4.67
RECORDS MANAGEMENT/ DOCUMENT CONTROL	
SCIENCE APPLICATION INT'L CORP. (EPR60801)	$1,173.66
REGIONAL OVERSIGHT CONTRACT (REDI-SUBCLASS)	
DYNAMAC CORPORATION (EPW06077)	$8,564.80
SUPERFUND COOPERATIVE AGREEMENT (SCA)	
ARKANSAS DEPARTMENT OF POLLUTION CONTROL & ECOLOGY (V00F65	$1,260.36
SUPERFUND TECH ASSIST AND RESPONSE TEAM (START)	
WESTON SOLUTIONS, INC. (68-W0-1005)	($14.88)
MISCELLANEOUS COSTS (MIS)	$50.00
EPA INDIRECT COSTS	$78,529.79
Total Site Costs:	$263,802.77

ENCLOSURE 5

ENCLOSURE 5
Parties Receiving This Letter

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ENCLOSURE 5
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ENCLOSURE 6