

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 4

<b>IN THE MATTER OF:</b>	)	<b>ADMINISTRATIVE ORDER ON</b>
	)	<b>CONSENT FOR REMOVAL ACTION</b>
<b>RED PANTHER PESTICIDE</b>	)	
<b>SUPERFUND SITE</b>	)	
<b>Clarksdale, Coahoma County,</b>	)	<b>U.S. EPA Region 4</b>
<b>Mississippi</b>	)	<b>CERCLA</b>
	)	<b>Docket No. CER-04-2001-3766</b>
	)	
<b>Respondents</b>	)	<b>Proceeding Under Sections 104, 106(a),</b>
<b>(see Attachment A)</b>	)	<b>107 and 122 of the Comprehensive</b>
	)	<b>Environmental Response,</b>
	)	<b>Compensation, and Liability Act, as</b>
	)	<b>amended, 42 U.S.C. §§ 9604, 9606, 9607</b>
	)	<b>and 9622</b>

I. JURISDICTION AND GENERAL PROVISIONS

This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the Respondents referenced in Attachment A ("Respondents"). This Order provides for the performance of the removal action by Respondents and the reimbursement of response costs incurred by the United States in connection with the Red Panther Superfund Site ("Site") located at 550 Patton and Leflore in Clarksdale, Coahoma County, Mississippi. This order requires Respondents to conduct the removal action described herein to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances, at or from the Site.

This Order is issued pursuant to the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607, and 9622, as amended ("CERCLA"), and delegated to the Administrator of EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14-A, 14-14-C, and 14-14-D, to the Director, Waste Management Division by EPA Region IV Delegation No. 8-14-13, and to the Chief, Emergency Response and Removal Branch, Waste Management Division by EPA Region 4 Delegations. EPA has notified the State of Mississippi ("State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

Respondents' participation in this Order shall not constitute or be construed as an admission of liability or of liability or of EPA's findings or determinations contained in

this Order except in a proceeding to enforce the terms of this Order. Respondents agree to comply with and be bound by the terms of this Order. Respondents further agree that they will not contest the basis or validity of this Order or its terms.

## II. PARTIES BOUND

This Order applies to and is binding upon EPA, and upon Respondents and Respondents' heirs, successors and assigns. Any change in ownership or corporate status of Respondents including but not limited to, any transfer of assets or real or personal property shall not alter Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondents.

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

## III. FINDINGS OF FACT

For the purposes of this Order, EPA finds that:

- A. The Red Panther Chemical Company Site is located in Clarksdale, Coahoma County, Mississippi. The facility occupies 6.5 acres of Normandy and Patton Street, east of the City of Clarksdale.
- B. Liquid and dry herbicides, insecticides, and fungicides were formulated at the facility between 1949 and 1996.
- C. The remains of a tank battery which stored technical grade pesticides is located west of the former formulation building.
- D. Nineteen buildings remain on the property, including the north warehouse, the south warehouse, and the office. The southern warehouse was historically used for the formulation of liquid insecticides. Current use of the facility is storage of seed and farm supplies.
- E. Before ownership by the Red Panther Chemical Company, the facility was owned by Coahoma Chemical Company, Riverside Chemical Company, and MFC Services.
- F. High concentrations of toxaphene, chlordane, and DDT has migrated off the property via drainage ditches.

- G. Chemicals used in the formulation of insecticides by Red Panther Chemical Company include: toxaphene, methyl parathion, chloropyrifos, 2,4-D, malathion, carbaryl, diazinon, methoxychlor, disodium methanearsonate (DSMA), monosodium acid methanearsonate (MSMA), chlorothalonil, and parathion.
- H. Toxaphene contaminated soils are present on site in concentrations up to 120,000 mg./kg. DDT and its degradation products were detected in soil samples in concentrations up to 1,400 mg/kg. Arsenic was detected in soil samples in concentrations up to 339 mg/kg. Aldrin was detected in soil samples in concentrations up to 680 mg/kg. Endrin was detected in soil samples in concentrations up to 44 mg/kg. Endosulfan II was detected in soil samples in concentrations up to 42 mg/kg. Chlordane was detected in soil samples in concentrations up to 270 mg/kg. Dieldrin was detected in soil samples in concentrations up to 200 mg/kg. The sampling data indicates that a release of multiple hazardous contaminants has occurred at the site.
- I. The contamination at the Site poses a threat to public health and welfare. Elevated levels of pesticide residues have migrated off the facility via surface erosions. Occupants of the nearby facilities and area residents may be subject to exposure via direct contact and/or inhalation to elevated concentrations of pesticide residues.

#### IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

1. The Red Panther Superfund Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. The contaminants found at the Site, as identified in the Findings of Fact above, include "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
4. Each Respondent may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the Site as defined by Sections 101(22) of CERCLA, 42 U.S.C. § 9601(22).

6. The conditions present at the Site constitute an imminent and substantial endangerment to public health, welfare, or the environment. Factors that may be considered are set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended, 40 CFR Part 300 ("NCP").
7. The actual or threatened release of hazardous substances at or from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).
8. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment, and are not inconsistent with the NCP or CERCLA.

#### V. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, and the Administrative Record for this Site, it is hereby ordered and agreed that Respondents shall comply with the following provisions, including but not limited to all attachments to this Order, and all documents incorporated by reference into this Order, and perform the following actions:

1. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

Respondents shall perform the removal action required by this Order (themselves) or retain a contractor(s) to perform the removal action. Respondents shall notify EPA of Respondents' qualifications or the name(s) and qualification(s) of such contractor(s) within twenty (20) business days of the effective date of this Order. Respondents shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the removal action under this Order at least twenty-one (21) days prior to commencement of such removal action. EPA retains the right to disapprove of any, or all, of the contractors and/or subcontractors retained by the Respondents, or of Respondents' choice of itself (themselves) to do the removal action. If EPA disapproves of a selected contractor or the Respondents, Respondents shall retain a different contractor or notify EPA that it will perform the removal action itself within twenty (20) business days following EPA's disapproval and shall notify EPA of that contractor's name or Respondents and qualifications within twenty (20) business days of EPA's disapproval.

Within ten (10) days after the effective date of this Order, Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order. Respondents shall submit the designated coordinator's name, address, telephone number, and qualifications to EPA. To the greatest extent possible, the Project Coordinators shall be present on Site or readily available during Site

work. EPA retains the right to disapprove of any Project Coordinator named by Respondents. If EPA disapproves of a selected Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within ten (10) business days following EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by (all) Respondents.

EPA has designated De'Lyntoneus Moore of the EPA, Region 4 Emergency Response and Removal Branch as its On-Scene Coordinator ("OSC"). Respondents shall direct all submissions required by this Order to the OSC at 61 Forsyth St., SW, Atlanta, Georgia 30303. EPA and Respondents shall have the right, subject to the immediately preceding paragraph, to change its/their designated OSC or Project Coordinator. Respondents shall notify EPA, ten (10) business days before such a change is made. The initial notification may be orally made but it shall be promptly followed by a written notice.

## 2. Work to Be Performed

A. Respondents shall provide a project schedule to EPA within thirty (30) days after receipt of this Order. Respondents shall submit a draft Phase I Work Plan of activities required to comply with this Order to EPA for review and approval within thirty (30) days of receipt of this Order. Respondents shall complete within sixty (60) days after receipt of EPA comments on the draft work plan, the following measures, which shall be undertaken at the direction of EPA through its OSC:

1. Respondents shall submit a Final Phase I Work Plan of activities required to comply with this Order, containing the following:
  - (a) The Sampling and Analysis/Quality Assurance Project Plan shall contain all relevant information necessary to describe the sampling and analysis of on site soils. In addition, all information regarding laboratory analyses, including test methods and the Quality Assurance/Quality Control procedures to be followed must also be included in the document.
  - (b) The Field Health and Safety Plan shall provide all necessary information regarding the levels of personnel protective equipment to be used in the field and classified by discrete task to be performed. Respondents shall be responsible for ensuring that all personnel involved in field work at the site have been fully trained and certified in cleanup of hazardous waste sites, as specified under 29 CFR 1910.120. It should be noted that EPA does not "approve" the Respondents' Health and Safety Plan, but rather reviews it to ensure that all necessary elements are included, and

that the plan provides for the protection of human health and the environment.

- (c) Details of the proposed Phase I Work Plan, and methods to be employed while conducting the removal activities required by this Order. The plan should include, but not [be] limited to, a description on the equipment and personnel anticipated to be required for the project, a project performance schedule, and descriptions of likely transportation, treatment/and disposal options for categories of waste at the Site.
- (d) Subsequent to EPA's review of the Phase I work plan, EPA shall notify Respondents in writing of EPA's approval or disapproval of the work plan or any part thereof. In the event of any deficiencies and any EPA recommended modifications regarding the work plan, within ten (10) business days of receipt of notification by EPA that the work plan requires modifications and revisions, Respondents shall amend and submit to EPA a revised work plan. In the event of subsequent disapproval of the work plan, EPA retains the right to complete the work or any portion thereof pursuant to its authority under CERCLA.
- (e) Following completion of the Phase I work, a Phase II Work Plan will be submitted for EPA review and approval. The Phase II Work Plan will detail soil removal and disposal in accordance with the Performance Criteria defined herein.

B. (1) Performance Standards. The work will be performed between Tallahatchie Avenue and Highway 49 in the general area shown in Exhibit 1. The extent of investigation/work will be expanded in the event distinct migration pathways from this site are identified beyond these areas. For the purpose of this order Performance Standards will be as described in the following paragraphs. Analysis for comparison of soil conditions with Performance Standards will be conducted with composite samples. Analysis of individual aliquots will be conducted as necessary to identify potential hot spots.

- (a) Surface Soils. Surface Soil Performance Standards are applied to the top 2 feet of soil. The Performance Standard for surface soil remaining after excavation and backfill will be a 95% Upper Confidence Level estimate of the exposure domain mean concentration of each substance listed below that is less than or equal to the following concentrations: Arsenic - 23 ppm; Toxaphene -39 ppm; Dieldrin- 3 ppm; Total Chlorinated pesticides- 100 ppm.

The exposure domain for surface soils outside of the Red Panther Property line is 0.25 acres or as defined in the work plan for the ditches. The exposure domain for surface soils in the Red Panther property line is shown in Exhibit 1.

- (b) Subsurface Soils. Subsurface Soil Performance Standards are applied to the soil from 2 to 10 feet below the ground surface. The Performance standard in subsurface soils will be a 95% Upper Confidence Level estimate of the mean concentration of each substance listed below over the vertical and spatial exposure domain that is less than or equal to the following concentrations: Arsenic – 270 ppm; Toxaphene – 220 ppm; Dieldrin— 15 ppm.

The exposure domains for subsurface soils are shown on Exhibit 2.

- (c) The Phase I Work Plan shall provide for excavation and removal of surface soils in drainage ditches between the Red Panther property boundaries and Route 49 sufficient to meet the surface soil performance standards. The removal shall be confirmed by confirmation samples as specified in the Phase I Work Plan.
- (d) The work plan shall provide for temporary measures as appropriate to control potential exposures to soils within the site.
- (e) The Phase I Work Plan shall provide for characterization of on-site conditions sufficient to identify surface and subsurface soils that may require further action to protect human health and the environment. The characterization will be the basis for a Phase II Work Plan for removal or treatment of:
  - i. surficial on-site soils (0-2 feet below ground surface) necessary to achieve surface soil performance standards;
  - ii. Investigation or removal of grids for hot spots will be conducted at any grid where a composite sample is above 190 mg/kg arsenic, 260 mg/kg toxaphene and 18 mg/kg dieldrin. Investigation, if conducted in lieu of removal will consist of analysis of individual aliquots. If the investigation identifies surficial hot spots, (500 square feet or greater) which exceed a value of 954 mg/kg arsenic, 1300 mg/kg toxaphene and 89 mg/kg dieldrin, then those areas will be included in the removal.
  - iii. subsurface on-site soils (2-10 feet below ground surface) necessary to achieve subsurface soil performance standards.

- (f) Respondents shall install a Cartesian coordinate grid system throughout the Site. The grid layout and size will be established in the Phase I Work Plan.
- (g) A sampling scheme shall be designed to uniformly distribute samples along the entire length and width of the railroad spur.
- (h) A sampling scheme shall be designed to uniformly distribute samples along the entire length and width of the drainage ditches.

The Phase II Work Plan shall be submitted and shall be subject to the same review process set forth herein for the Phase I Work Plan.

- C. Any excavated material removed during Phase I will either be stockpiled and secured on Red Panther property pending management under Phase II or transported and disposed of in a RCRA-approved subtitle C or subtitle D disposal facility as appropriate. Respondents shall characterize for disposal, utilizing TCLP analyses, the soils removed and stockpiled pursuant to this Order.
- D. A minimum of seven (7) days prior to implementation of soil disposal, written notice shall be given to EPA concerning all phases of disposal, including the name and address of the facility or facilities to which the hazardous substances are to be transported.
- E. Post-excavation sampling will be conducted in the excavated areas to assure that performance standards have been achieved.
- F. Respondents shall provide adequate verification and documentation, including copies of manifests, regarding all contaminated materials transported to a waste disposal facility in compliance with RCRA Subtitle C or D as appropriate.
- G. Respondents shall utilize a dust suppression method during active work to minimize the potential for contaminated dust particles to migrate from the facility.
- H. The Respondents shall provide for the decontamination of the transport vehicles, before departure from the facility.
- I. Respondents shall provide for the collection and treatment/disposal of all contaminated waters, rinses, and sediment accumulated as a result of the decontamination operation.
- J. To the extent they are legally able to do so, Respondents shall flag and sign the site and make best efforts to secure the ditches, any stockpiled materials, and areas of active work in such a manner as to prevent or minimize the access of unauthorized pedestrian traffic.

- K. Upon request by EPA, Respondents shall provide EPA with an opportunity to split samples of any samples collected in accordance with the requirements of this Order.
- L. All activities performed pursuant to this Order shall be under the direction and supervision of a qualified professional engineer or other qualified professional with expertise and experience in hazardous waste site cleanup. Respondents shall notify EPA as to the identity of such engineer or other professional and of any contractors and subcontractors to be used in the implementation of this Order in advance of their work at the Site. EPA reserves the right to disapprove of any engineer or other professional selected by the Respondents.
- M. Respondents, or their designee, shall use quality assurance, quality control, chain-of-custody, and manifest procedures in accordance with applicable EPA guidance throughout all activities. Respondents shall consult with EPA in planning, sample collection, analysis, and transportation and disposal of the hazardous substances at the Site. Respondents shall provide a quality control report to EPA which certifies that all activities have been performed as approved by EPA.
- N. Respondents or their designee shall preserve all site records developed pursuant to the implementation of this Order for a period of at least six (6) years following completion of all work conducted by Respondents pursuant to this Order.
- O. Notwithstanding compliance with the terms of this Order, Respondents may be required to take further actions as necessary to abate the endangerment posed by conditions within the scope of this Order at the Site.
- P. In the event that the OSC determines that activities implemented by Respondents are not in compliance with this Order or that any other circumstances or activities are creating an imminent and substantial endangerment to the public health or welfare or the environment, the OSC may order Respondents to halt further implementation of this Order for such period of time as is necessary to abate the endangerment. Any OSC verbal order will be followed by the OSC's written notice describing the event and conditions to be addressed. In addition EPA may carry out all activities pursuant to this Order and such other activities as it deems necessary and consistent with the NCP.

3. Access to Property and Information

Respondents shall provide, and/or make best efforts to obtain, access to the Site and off-Site areas to which access is necessary to implement this Order, and provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, and representatives. Such access provided and/or obtained by Respondents shall permit them to move freely on-Site and at appropriate off-Site areas

in order to conduct actions which EPA determines to be necessary. Respondents shall submit to EPA, upon request, the results of all sampling or tests and all other data generated by Respondents or their contractors, or on the Respondents' behalf during implementation of this Order.

Where action under this Order 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 ten (10) days after the effective date of this Order, or as otherwise specified in writing by the OSC. Respondents shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Respondents shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access.

#### 4. Record Retention, Documentation, Availability of Information

Respondents or their designee shall preserve all documents and information relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for ten (10) years following completion of the removal actions required by this Order. At the end of this ten year-period and thirty (30) days before any document or information is destroyed, Respondents shall notify EPA that such documents and information are available to EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to EPA. In addition, Respondents shall provide documents and information retained under this section at any time before expiration of the ten year-period at the written request of EPA.

Respondents may assert a business confidentiality claim pursuant to 40 CFR § 2.203(b) with respect to part or all of any information submitted to EPA pursuant to this Order, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). Analytical and other data specified in Section 104(e)(7)(F) of CERCLA shall not be claimed as confidential by the Respondents. EPA shall disclose information covered by a business confidentiality claim only to the extent permitted by, and by means of the procedures set forth at, 40 CFR Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, EPA may make it available to the public without further notice to Respondents.

#### 5. Off-Site Shipments

All hazardous substances, pollutants, or contaminants removed off-Site pursuant to this Order for treatment, storage, or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by EPA, pursuant to Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and the off-site rule at 40 CFR 300.440. EPA will provide information on the acceptability of a facility under Section 121(d)(3) of CERCLA and 40 CFR 300.440.

6. Compliance With Other Laws

Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in CERCLA Section 121(e) and 40 CFR Section 300.415(i). In accordance with 40 CFR Section 300.415(i), all on-Site actions required pursuant to this Order shall, as determined by EPA, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. (See "The Superfund Removal Procedures: Guidance on the Consideration of ARARs During Removal Actions," OSWER Directive No. 9360.3-02, August 1991).

7. Emergency Response and Notification of Release.

If any incident, or change in Site conditions, during the actions conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, Respondents shall immediately take all appropriate actions. Respondents shall take these actions in accordance with all applicable provisions of this Order, 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 OSC at 404/562-8756 or, in the event of his/her unavailability, shall notify the Region 4 duty officer at (404) 562-8700 of the incident or Site conditions. If Respondents fail to respond, EPA may respond to the release or endangerment and reserve the right to pursue cost recovery.

In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify EPA's OSC and the National Response Center at telephone number (800) 424-8802. Respondents shall submit a written report to EPA within seven (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, not in lieu of, reporting under CERCLA Section 103(c) and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.

VI. AUTHORITY OF THE EPA ON-SCENE COORDINATOR

The OSC shall be responsible for overseeing the Respondents' implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

## VII. REIMBURSEMENT OF COSTS

Within sixty (60) days after the effective date of this Section VII of the order as provided for in Section XX, Respondents shall pay \$124,669.50, in the manner detailed below, for reimbursement of past response costs paid by the United States. Past response costs are all costs, including, but not limited to, direct and indirect costs and interest, that the United States, its employees, agents, contractors, consultants, and other authorized representatives incurred and paid with regard to the Site prior to May 19, 2001. In addition, EPA shall determine whether viable recalcitrant potentially responsible parties exist, and it will be in EPA's sole discretion to pursue these parties for past and future response costs in lieu of Settling Respondents.

Future costs are 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 AOC, verifying the Work, or otherwise implementing, overseeing, or enforcing this AOC after its effective date. Future response costs shall also include all costs, including direct and indirect costs, paid by the United States in connection with the Site between May 19, 2001, and the effective date of this AOC and all interest on the Past Response Costs from May 19, 2001, to the date of payment of the Past Response Costs.

On a periodic basis, EPA shall submit to Respondents a bill for future response costs that includes a SCORPIO Report and sufficient documentation, if requested, to allow Respondents to determine that the costs are not inconsistent with the National Contingency Plan. Respondents shall, within thirty (30) days of receipt of the bill, remit a cashier's or certified check for the amount of the bill made payable to the "Hazardous Substance Superfund" to the following address:

U.S. EPA Region 4  
Superfund Accounting  
Post Office Box 100142  
Atlanta, GA 30384  
Attention: Collection Officer in Superfund

Payments shall be designated as "Response Costs-Red Panther Superfund Site" and shall reference the payor's name and address, the EPA site identification number A4S3, and the docket number of this Order.

Respondents shall simultaneously transmit a copy of the check to:

Paula V. Batchelor  
EPA - Region 4  
4WD-PSB / 11<sup>th</sup> Floor  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

In the event that the payment for past response costs is required hereunder and is not made within sixty (60) days of the effective date of this Order or the payments for future response costs are not made within thirty (30) days of the Respondents' receipt of the a proper bill and associated documentation, Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The interest to be paid for Respondents' failure to make timely payments on Past Response Costs shall begin to accrue on the effective date of the Order. The interest for Respondents' failure to make timely payments on Future Response costs shall begin to accrue on the date of the Respondents' receipt of the bill. Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section.

Respondents may dispute all or part of a bill for Future Response Costs submitted under this Order, if Respondents allege that EPA has made an accounting error, or if Respondents allege that a cost item is inconsistent with the NCP.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs into the Hazardous Substance Fund as specified above on or before the due date. Within the same time period, Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondents shall simultaneously transmit a copy of both checks to the OSC. Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within seven (7) days after the dispute is resolved.

#### VIII. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Respondents object to any EPA action taken pursuant to this order, including billings for future response costs, the Respondents shall notify EPA in writing of their objections within seven (7) days of receipt of motion of such action, unless the objections has been informally resolved.

EPA and Respondents shall within ten (10) days from EPA's receipt of the Respondents' written objections attempt to resolve the dispute through formal negotiations (Negotiation Period). The Negotiation Period may be extended at the sole discretion of EPA. EPA's decision regarding an extension of the Negotiation Period shall not constitute an EPA action subject to dispute resolution or a final agency action giving rise to judicial review.

Any agreement reached by the parties pursuant to this section shall be in writing, signed by both parties, and shall upon the signature by both parties be incorporated into and

become an enforceable element of this Order. 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 on the dispute to the Respondents. The decision of EPA shall be incorporated into and become an enforceable element of this Order upon Respondents' receipt of the EPA decision regarding the dispute, provided that nothing herein waives any defenses the Respondents may have in connection with such enforcement. Respondents' obligations under this order shall not be tolled by submission of any objection for dispute resolution under this section.

Following resolution of this 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 EPA's decision, whichever occurs. No EPA decision made pursuant to this section shall constitute a final agency action giving rise to federal judicial review prior to a judicial action brought by the United States to enforce the decision.

#### IX. FORCE MAJEURE

Respondents agree to perform all requirements under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure. For purposes of this Order, a 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, that delays or prevents performance of any obligation under this Order despite Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

Respondents shall notify EPA orally within twelve (12) hours after their knowledge of event, and in writing within three (3) days, after Respondents become or should have become aware of an event which constitute a force majeure. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization, state the measures taken or to be taken to minimize delay; and estimate the timetable for implementation of the measures. Respondents shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall waive any claim of force majeure by the Respondents.

If EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by EPA. Such an extension shall not alter Respondents' obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

## X. STIPULATED AND STATUTORY PENALTIES

For each day, or portion thereof, that Respondents fail to perform, fully, any requirement of this order in accordance with the schedule established pursuant to this order, Respondents, from the date of notification from the EPA, shall be liable as follows:

<u>Period of Failure to Comply</u>	<u>Penalty Per Violation Per Day</u>
1 <sup>st</sup> through 14 <sup>th</sup> day	\$ 500.00
15 <sup>th</sup> through 44 <sup>th</sup> day	\$1000.00
45 <sup>th</sup> day and beyond	\$2000.00

Upon receipt of written demand by EPA, Respondents shall make payment to EPA within seven (7) days. Interest shall accrue on late payments as of the date the payment is due which is the date of the violation or act of non-compliance triggering the stipulated penalties.

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondents' obligations to complete the performance of the work required under this Order.

Violation of any provision of this Order may subject Respondents to civil penalties up to twenty-seven thousand five hundred dollars (\$27,500) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondents violate this Order or any portion hereof, EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

## XI. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of 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 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 the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law. EPA reserves the right to bring an action against Respondents under Section 107 of CERCLA, 41 U.S.C. § 9607, for recovery of any response costs

incurred by the United States related to this Order or the Site and not reimbursed by Respondents.

## XII. OTHER CLAIMS

By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. Neither the United States nor EPA shall be deemed a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

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

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §§ 9611(a)(2). The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

No action or decision by EPA pursuant to this Order 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).

## XIII. COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, upon issuance of the EPA notice referred to in Section XIX (Notice of Completion), EPA covenants not to sue Respondents for judicial imposition of damages or civil penalties or to take administrative action against Respondents for any failure to perform removal actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon Respondents' payment of the future response costs specified in Section VII of this Order, EPA covenants not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA for recovery of future response costs incurred by the United States in connection with this removal action or this Order. This covenant not to sue shall take effect upon the receipt by EPA of the payments required by Section VII (Reimbursement of Costs).

These covenants not to sue are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Order. These covenants not to sue extend only to the Respondents and do not extend to any other person.

#### XIV. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondents for matters addressed in this Order, the Parties hereto agree that the Respondents are entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(f)(4). Nothing in this Order precludes the United States or the Respondents from asserting any claims, causes of action or demands against any person or persons not parties to this Order for indemnification, contribution, or cost recovery.

#### XV. INDEMNIFICATION

Respondents agree to 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: A) arising from, or on account of, acts or omissions of Respondents, Respondent' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between (any one or more of) Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. In addition, Respondents agree to pay the United States all costs incurred by the United States, including litigation costs arising from or on account of claims made against the United States based on any of the acts or omissions referred to in the preceding paragraph.

#### XVI. INSURANCE

At least seven (7) days prior to commencing any on-Site work under this Order, Respondents will demonstrate by evidence satisfactory to EPA that the Respondents' contractor or subcontractor shall secure and maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of one million dollars, combined single limit. Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy.

#### XVII. MODIFICATIONS

Modifications to any plan or schedule required to attain compliance with this Order may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within ten (10) days; provided, however, that the effective date of the modification shall be the date of the OSC's oral direction.

Any other requirements of the order may be modified in writing by mutual agreement of the parties.

If Respondents seek permission to deviate from any approved Work Plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed Work Plan modification and its basis.

No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

#### XVIII. NOTICE OF COMPLETION

When EPA determines, after EPA's review of the Final Report, that all removal actions required by this Order or any amendment to this Order have been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, EPA will provide notice to the Respondents and this Order will be terminated. If EPA determines that any removal actions have not been completed in accordance with this Order, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondents to implement the approved modified Work Plan shall be a violation of this Order.

#### XIX. PUBLIC COMMENT

Final acceptance by EPA of Section VII (Reimbursement of Costs) of this Order shall be subject to Section 122(I) of CERCLA, 42 U.S.C. § 9622(i), which requires EPA to publish notice of the proposed settlement in the Federal Register, to provide persons who are not parties to the proposed settlement an opportunity to comment, solely, on the cost recovery component of the settlement, and to consider comments filed in determining whether to consent to the proposed settlement. After consideration of any comments submitted during the thirty (30) day public comment period held pursuant to Section 122(i) of CERCLA, EPA may withhold consent to all or part of Section VII of this Order if comments received disclose facts or considerations which indicate that Section VII of this Order is inappropriate, improper, or inadequate. Otherwise, Section VII shall become effective when EPA issues notice to Respondents.

#### XX. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this

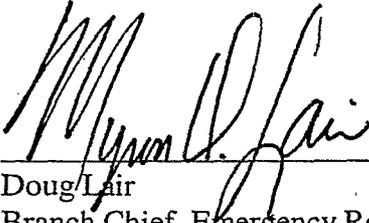
order, Respondents shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

**XXI. EFFECTIVE DATE**

This Order for the Red Panther Superfund Site shall be effective three business (3) days after the Order is signed by the Chief of EPA, Region 4, Emergency Response and Removal Branch.

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

It is so ORDERED and Agreed this 4<sup>th</sup> day of September, 2001.

By:  DATE: 9/4/2001  
Doug Lair  
Branch Chief, Emergency Response and Removal Branch  
Waste Management Division  
Region IV  
U.S. Environmental Protection Agency EFFECTIVE DATE: \_\_\_\_\_

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 24 day of July, 2001.

Name of Company: Aventis CropScience USA Inc.  
(Formerly Rhone-Poulenc Ag Company, Inc.)

Legal Agent Signature: George S. Goodridge

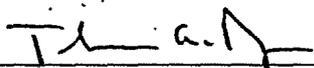
Typed Name and Title: George S. Goodridge - Assistant Secretary

**Red Panther Pesticide Superfund Site - Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 19th day of July, 2001.

Name of Company: Bayer Corporation

Legal Agent Signature: 

Typed Name and Title: Thomas A. Ryan, Attorney For Bayer Corporation

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 18<sup>th</sup> day of July, 2001.

Name of Company: Chevron Environmental Management Company and Chevron U.

Legal Agent Signature: Kati Neidig

Typed Name and Title: KATI NEIDIG, SENIOR ENVIRONMENTAL MANAGER

Red Panther Pesticide Superfund Site - Administrative Order on Consent for Removal

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 1<sup>st</sup> day of August, 2001.

Name of Company: Crespton Corporation

Legal Agent Signature: 

Typed Name and Title: Joseph J. Waiter, Deputy General Counsel

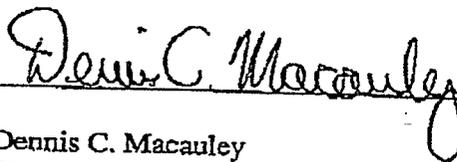
**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representative of the Respondents certifies that he is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 31<sup>st</sup> day of July, 2001.

Name of Company: The Dow Chemical Company  
Dow AgroSciences LLC\*  
Union Carbide Corporation\*

Legal Agent Signature:



Typed Name and Title: Dennis C. Macauley  
Global Remediation Director  
The Dow Chemical Company

\*A Subsidiary of The Dow Chemical Company

**Red Panther Pesticide Superfund Site - Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 25<sup>th</sup> day of July, 2001.

Name of Company: E. I. du Pont de Nemours AND COMPANY

Legal Agent Signature: Guy V. Johnson

Typed Name and Title: Guy V. Johnson Corporate Counsel

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 13th day of July, 2001.

Name of Company: Eli Lilly and Company

*eld* Legal Agent Signature: 

Typed Name and Title: Scott A. Canute, Vice President, Manufacturing

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 20th day of July, 2001.

Name of Company: FMC CORPORATION

Legal Agent Signature: *Robert T. Forbes*

Typed Name and Title: ROBERT T FORBES, DIRECTOR REMEDIATION

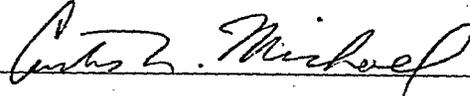
**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal:**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 19th day of June, 2001.

Name of Company: **THE HARTZ CONSUMER GROUP, INC.,**  
as successor to the obligations of  
**THE HARTZ MOUNTAIN CORPORATION**

Legal Agent Signature: \_\_\_\_\_



Typed Name and Title: Curtis L. Michael  
Assistant Vice President  
Assistant General Counsel

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 26<sup>th</sup> day of July, 2001.

Name of Company: Hercules Incorporated

Legal Agent Signature: Kendall W. Patterson

Typed Name and Title: Kendall W. Patterson  
Vice President  
Safety, Health, Environment  
and Regulatory Affairs

*BOB  
AM*

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 25 day of July, 2001.

Name of Company: Kalo, Inc., doing business as  
Kalo Agricultural Chemicals, Inc.  
from and after April 20, 1981

Legal Agent Signature: *John E. Wise*

Typed Name and Title: JOHN E. WISE CHAIRMAN

Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 23 day of July, 2001.

Name of Company: NOR-AM AGRO, L.L.P.

Legal Agent Signature: Joe Mordavitz

Typed Name and Title: Counsel for NOR-AM Agro, LLP

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 19 day of July, 2001.

Name of Company: Novozymes North America, Inc.

Legal Agent Signature: Lee Yarbrough

Typed Name and Title: Lee Yarbrough, President

Red Panther Pesticide Superfund Site - Administrative Order on Consent for Removal

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 17th day of July, 2001.

Name of Company: Occidental Chemical Corporation (as successor to  
Diamond Shamrock Chemicals Company)

Legal Agent Signature: 

Typed Name and Title: Keith C. McDole  
Senior Vice President  
and General Counsel

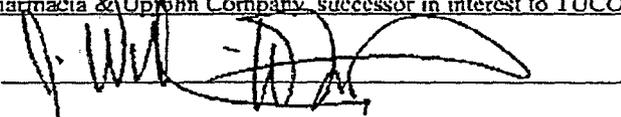
**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 24<sup>th</sup> day of July, 2001.

Name of Company: Pharmacia & Upjohn Company, successor in interest to TUCO Products, Inc.

Legal Agent Signature:



Typed Name and Title:

J. William Whitlock, Esq., Associate General Counsel, ESH and  
Assistant Secretary

**Red Panther Pesticide Superfund Site - Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 12<sup>th</sup> day of July, 2001.

Name of Company: Rohm and Haas Company

Legal Agent Signature: Audrey C. Friedel

Typed Name and Title: Audrey C. Friedel, Of Counsel

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 23 day of July, 2001.

Name of Company: Shell Chemical Co.

Legal Agent Signature: [Signature]

Typed Name and Title: Ter P. Jenkins Remediation Manager

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 12 day of July, 2001.

Name of Company: Syngenta Crop Protection, Inc. (on behalf of Ciba-Geigy Corporation and Fermenta/ISK Biotech)

Legal Agent Signature: *John A. Licata*

Typed Name and Title: John Licata, Head, HSEQ

Red Panther Pesticide Superfund Site - Administrative Order on Consent for Removal

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 26TH day of JULY, 2001.

Name of Company: TENKOZ, INC.

Legal Agent Signature: Elizabeth W. Boswell

Typed Name and Title: ELIZABETH W. BOSWELL, ATTORNEY  
FOR TENKOZ, INC.

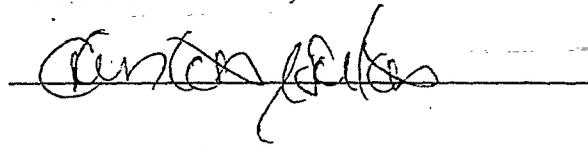
**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order to bind the parties it represents to this document.

Agreed this 23<sup>rd</sup> day of July, 2001.

Name of Company: United Agri-Products, Inc. and its subsidiaries  
including Loveland Industries, Inc. and  
Platte Chemical Co., Inc.

Legal Agent Signature:



Typed Name and Title:

Christopher J. Sutton, Esq.  
Perkins Coie LLP  
Counsel for United Agri-Products, Inc. and its  
subsidiaries, including Loveland Industries, Inc. and  
Platte Chemical Co., Inc.

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 20th day of July, 2001.

Name of Company: Universal Cooperatives, Inc

Legal Agent Signature: R. Ellis

Typed Name and Title: Robert L. Ellis, Vice President

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

Agreed this 27th day of July, 2001.

Name of Company: U.S. Borax Inc.

Legal Agent Signature: Preston S Chiaro

Typed Name and Title: Preston S. Chiaro, President and Chief Executive

**Red Panther Pesticide Superfund Site – Administrative Order on Consent for Removal**

The undersigned representatives of the Respondents certify that it is fully authorized to enter into the terms and conditions of this Order and to bind the parties it represents to this document.

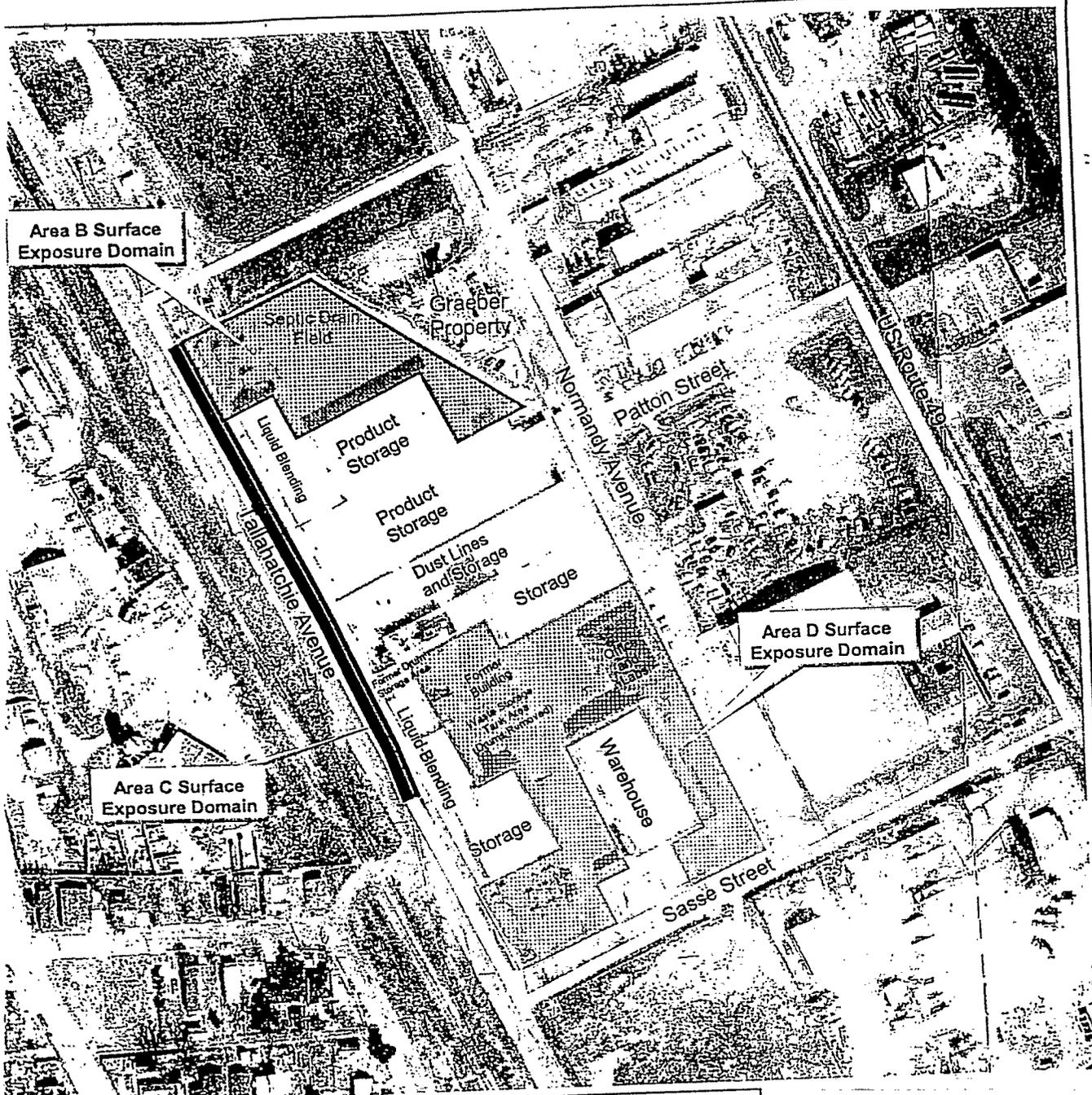
Agreed this 26th day of July, 2001.

Name of Company: Velsicol Chemical Corporation

Legal Agent Signature: 

Typed Name and Title: George R. Harvell, III  
Manager, Environmental Services

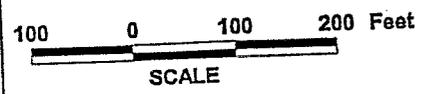
# EXHIBIT 1



**LEGEND**

-  Area B Surface Exposure Domain
-  Area C Surface Exposure Domain
-  Area D Surface Exposure Domain

-  Site Boundary
-  Study Area



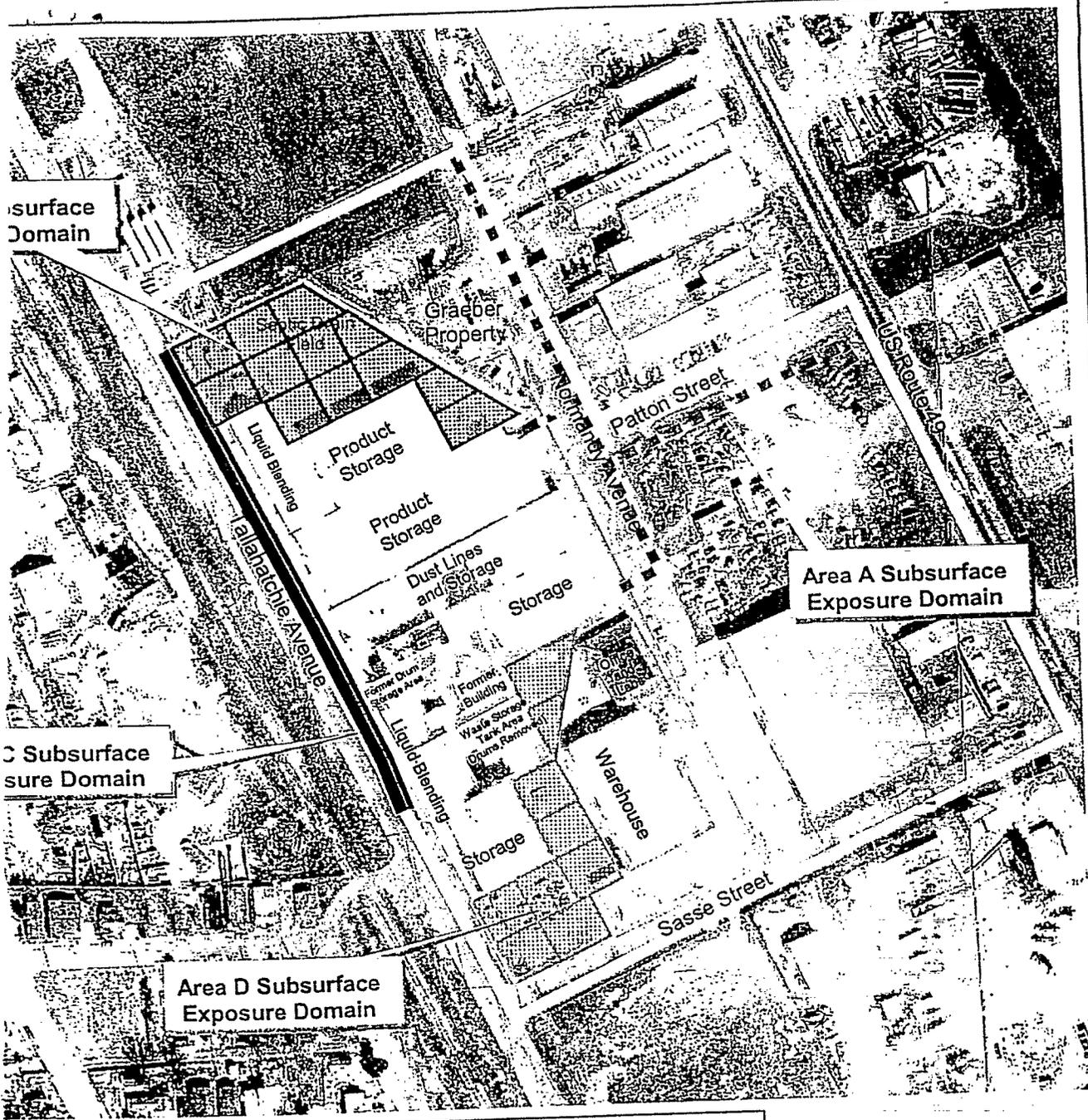
**NEWFIELDS**

West Peachtree Street - Suite 2000  
Atlanta, Georgia 30309  
(404) 347-3050 - Fax: (404) 347-3680  
www.newfields.com

Red Panther Chemical Company  
Clarksdale, Coahoma County, Mississippi

**Exhibit 1**  
Surface Exposure Domains

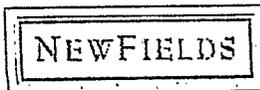
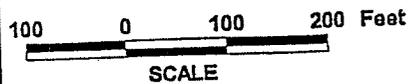
EXHIBIT 2



**LEGEND**

- Area A Subsurface Domain
- Area B Subsurface Domain
- Area C Subsurface Domain
- Area D Subsurface Domain

Site Boundary  
Study Area



100 Peachtree Street - Suite 2000  
Atlanta, Georgia 30309  
(404) 347-9650 - Fax: (404) 347-9080  
www.newfields.com

Red Panther Chemical Company  
Clarksdale, Coahoma County, Mississippi

Exhibit 2  
Subsurface Exposure Domains