BOARD: Allen Amsler Chairman Mark S. Lutz Vice Chairman



R. Kenyon Wells
L. Clarence Batts, Jr.
Ann B. Kirol, DDS
John O. Hutto, Sr., MD

BOARD:

Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

December 3, 2012

CERTIFIED MAIL - 9171999991703137207181

Ron Walton Corporate Environmental Director Clariant Corporation 4000 Monroe Road Charlotte, NC 28205

Re:

Responsible Party Voluntary Cleanup Contract;

Former Clariant LSM Site;

York County.

Dear Mr. Sullivan:

Please find enclosed a Certified As True And Correct Copy of Responsible Party Voluntary Cleanup Contract 12-5856-RP which was executed on November 29, 2012.

Thank you so much for your patience and cooperation in this matter. The Department looks forward to working with Clariant Corporation to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Keith Collinsworth at (803) 896-4181, or myself at (803) 896-4168.

Yours very truly,

David Wilkie, Environmental Health Manager

Division of Site Assessment, Remediation & Revitalization

Bureau of Land and Waste Management

Enclosure

cc:

Ken Taylor, L&WM

Keith Collinsworth, L&WM John Cresswell, L&WM

Harry Mathis, Director, EQC Region 3

Jan Trent, L&WM
Pat Vincent, L&WM
Shawn Reed, L&WM
Linda Jackson, L&WM
BLWM File 401346

VOLUNTARY CLEANUP CONTRACT 12-5856-RP

IN THE MATTER OF FORMER CLARIANT LSM SITE, YORK COUNTY and CLARIANT CORPORATION

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Clariant Corporation, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. §§ 44-56-200, as amended, with respect to the facility known as the Former Clariant LSM Site ("Site"). The Former Clariant LSM property is located at 2550 Vernsdale Road, Rock Hill, South Carolina ("Property"). The Property includes approximately 52.5 acres and is bounded generally by Vernsdale Road to the west; mixed industrial property and woodlands beyond which is East Robertson Road to the north; agricultural land and woodlands to the east; and agricultural land and East Rambo Road to the south. The Property is identified by the County of York as Tax Map Serial Numbers 53000101001 and 53000101004; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

- 1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, 42 U.S.C. §§ 9601, et seq., as amended, the HWMA, S.C. Code Ann. §§ 44-56-10, et seq., as amended, in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended.
 - A. "Clariant" shall mean Clariant Corporation. Clariant is a New York corporation authorized to do business in South Carolina with its

- principal place of business located at 4000 Monroe Road, Charlotte, North Carolina, 28205.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- D. "Pollutant or Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (i) through (vi) of Paragraph (D) of CERCLA Section 101, 42 U.S.C. Section 9601, et seq. (as amended), and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- E. "Contamination" shall mean impact by a Contaminant or hazardous substance.
- F. "Property," as described in the legal description attached as Appendix A, shall mean that portion of the Site that is/was subject to ownership, prospective ownership, or possessory or contractual interest of Clariant.
- G. "Response Action" shall mean any assessment, cleanup, inspection,

- or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- H. "The Site" shall mean the Property and all areas where a contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- "Voluntary Cleanup" shall mean a response action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (as amended).
- J. "Work Plan" shall mean the plan for additional response actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
 - A. The Property was developed for the production of specialty chemicals in the late 1970s from previously undeveloped agricultural land. The Property is also adjacent to the former ThermalKem (a.k.a. Philips Services) facility on the north.
 - B. The Property was used for the production of specialty chemical chemicals from the late 1970s to 2003 by various entities including Traybor, Inc. (1978/1979 to 1989), MTM (1989-1993), BTP plc. (1993-2000) and, Clariant Life Sciences Molecules (America) Inc. (2000-2003). The facility produced agricultural and pharmaceutical intermediates.
 - C. During operation as a chemical manufacturing plant, the Property contained three chemical manufacturing plants, above ground storage tank containment areas, a hazardous waste pad, a firewater pond, and a wastewater treatment plant among other structures. Plant 1 was

- constructed in 1978/1979. Plant 2 was constructed in 1986/1987, and Plant 3 was constructed in 1989. The wastewater treatment plant was built in 1994/1995.
- D. In 2003, the plant was shut down and the Property was subsequently sold to Rock Hill Industries, LLC in May 2004. Rock Hill Industries, LLC has demolished most of the former chemical manufacturing equipment at the Site and has sold the equipment for re-use or salvage. Several structures remain at the Site including an open warehouse, office buildings, and the wastewater treatment plant. Clariant has indemnification obligations for the environmental conditions on the property.
- E. Environmental site assessment activities began at the Property in 2000. Results of the assessment activities have indicated the presence of compounds of concern in soil and groundwater at the Property. Results of sampling have indicated that the Site has not impacted Fishing Creek, which is located east of the former plant Property.
- F. The primary hazardous substances that have been detected in soil and groundwater samples include tetrachloroethene, trichloroethene, 1,2-dichloroethene, vinyl chloride, 1,2-dichloroethane, benzene, chlorobenzene, toluene, xylenes.
- G. A small groundwater extraction system was operated at the Site from 2001 to 2003 in the area south of Plant 3. This system discharged water to the wastewater treatment plant prior to plant shutdown.
- H. In January 2004 and September 2005, Hydrogen Release Compound (HRC) was injected into the groundwater to facilitate groundwater remediation at the Site pursuant to an Underground Injection Control (UIC) permit No. 722 issued by the Department. Results of postinjection monitoring indicate that the injection was successful in reducing compounds of concern in groundwater at the Site.
- I. In a letter dated September 27, 2007, the Department approved a

- monitored natural attenuation approach for groundwater impacts at the Site.
- J. In December 2009 and January 2010, Clariant excavated and disposed off-site approximately 3,700 tons of non-hazardous soil in the area of Plant 3 and the former hazardous waste pad.
- K. In January 2011, VOCs were detected in a residential water supply well located approximately 250 ft north of the Property. The source of the VOCs in the well is not known. As a protective and precautionary measure, Clariant installed and continues to maintain a point of entry carbon treatment system on this well.
- L. Clariant and its predecessors, or its/their contractors, have provided several reports to determine the extent of soil and groundwater contamination and document remedial activities. Lists of those reports are listed in Appendix B of this Contract.
- M. On May 23, 2012, DHEC invited Clariant to enter the DHEC's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and, on June 21, 2012, Clariant voluntarily agreed to enter the VCP.
- N. With a fully-executed Contract, the Department will evaluate the reports identified in Paragraph 2.L above to insure there are no data gaps in Clariant's previous investigations and reports in order to obtain a CERCLA-quality investigation of the Site and verify the ongoing remedial response is adequately addressing the Site-wide contamination.
- O. Clariant agrees to provide the necessary information and/or additional investigation if so requested by DHEC in order to obtain a CERCLAquality response action.
- P. As of June 30, 2012, the Department has incurred approximately six thousand four hundred four dollars and nineteen cents (\$6,404.19) in past costs of response at the Site. DHEC is aware that additional costs have been incurred and that this figure is based on information

available to the Department and reserves its right to amend, change and/or update the figure.

RESPONSE ACTIONS

- 3. Clariant agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Clariant's contact person for matters relating to this Contract. Clariant will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Clariant in writing of any deficiencies in the Work Plan, and Clariant will respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:
 - A. Complete additional assessment, if warranted, to further evaluate the source, nature, and extent of contamination at the Site.
 - B. Submit to the Department a Final Remedial Investigation ("RI") Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Clariant, and Clariant shall subsequently conduct additional field investigation, if necessary, to further determine the source, nature, and extent of contamination. If the Department determines that the field investigation is complete but the report is incomplete, the

Department shall send to Clariant a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Clariant shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study ("FS") to evaluate remedial alternatives for addressing contamination at the Site. In performing the FS and establishing remedial goals for the Site, Clariant may use accepted risk assessment techniques and monitored natural attenuation, if appropriate.
- 4. Clariant shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Clariant.
- 5. Clariant shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Clariant pursuant to this Contract.
- 6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, (unless the Department agrees to an alternate schedule in writing), Clariant shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company or (D) by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department:

Janice (Jan) Trent

South Carolina Department Health & Environmental Control

Bureau of Land and Waste Management

2600 Bull Street

Columbia, South Carolina 29201

trentjc@dhec.sc.gov

Clariant:

Ron Walton

Corporate Environmental Director

Clariant Corporation 4000 Monroe Road Charlotte, NC 28205 ron.walton@clariant.com

All final work plans and reports shall include three (3) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740, as amended, and not inconsistent with the National Contingency Plan. Clariant will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

COSTS OF RESPONSE

9. Clariant shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of six thousand four-hundred four

dollars and nineteen cents (\$6,404.19) to reimburse estimated past costs of response incurred by the Department through June 30, 2012 ("Past Costs") relating to the Site. Clariant's payment for Past Costs should be submitted to:

The Department:

John K. Cresswell

South Carolina Department of Health & Environmental Control

Bureau of Land and Waste Management

2600 Bull Street Columbia. SC 29201

In accordance with §§ 44-56-200 and 44-56-740(C), Clariant shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after June 30, 2012. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Clariant:

Ron Walton

Corporate Environmental Director

Clariant Corporation 4000 Monroe Road Charlotte, NC 28205

All of Clariant's payments should reference the Contract number on page 1 of this Contract and made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the past costs of response or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the department may bring an action to recover the amount owed and all costs incurred by the department in bringing the action including, but not limited to, attorney's fees, department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Clariant shall ensure that a copy of this Contract is provided to the current owner of the Property and shall request that the current owner provide a copy to any lessee or successor or subsequent transferee of the Property, and to any owner of other property that is included in the Site. Clariant has rights of access to the Property by contract with the current Property owner. If Clariant is unable to obtain access from future Property owners, the Department may obtain access and perform response activities. All of the Department's costs associated with access and said response actions will be reimbursed by Clariant.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Clariant has completed the actions required under this Contract, Clariant shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Clariant and the current owner of the Property, and witnessed, signed, and sealed by a notary public. Clariant shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in the county in which the Property is located. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the Restrictive Covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Clariant or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Clariant or subsequent owners of the Property shall file an

annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

- 12. The obligations of this Contract apply to and inure to the benefit of Clariant and its successors and assigns.
- 13. Subject to Paragraph 16, nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.
- 14. Subject to Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel parties to perform or pay for costs of response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.
- 15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Clariant for any matters not expressly included in this Contract.
- 16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Clariant shall submit to the Department a written notice of completion.

Once the Department determines that Clariant has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall issue Clariant a Certificate of Completion that provides a

covenant not to sue to Clariant, its signatories, parents, successors, and subsidiaries, for the work done in completing the response actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that the responsible party successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Clariant its signatories, parents, successors, assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

- 17. Clariant and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Clariant or subsequent owners of the Site elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial response action addressing contamination identified in this Contract.
- 18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:
 - A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract:
 - B. Failure to complete the terms of this Contract or the Work Plan:
 - Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
 - D. Additional contamination or releases or consequences at the Site caused by Clariant its parents, successors, assigns, and subsidiaries:

- Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Clariant's or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Clariant to obtain the applicable permits from the Department for any response actions or other activities undertaken at the Property.
- 19. Upon termination of the Contract, the covenant not to sue will be null and void. Termination of this Contract by Clariant or the Department does not end the obligations of Clariant to pay Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.
- 20. The parties to this Contract agree that this Contract governs Clariant's liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Clariant with respect to the matters governed by this Contract. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth in this Contract.
- 21. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: Dashne D. Meel	DATE: 11/29/12
Daphné G. Neel, Chief	
Bureau of Land and Waste Management	
Environmental Quality Control	
Clair Hon	DATE: 11/15/12
Reviewed by Office of General Counsel	• •
	_
CLARIANT CORPORA	ATION Sopt
	(Alb
Michael IT low	DATE: NOV 7 2012
Signature	DATE 1800 7, 2016
MICHAEL A TEAGUE / VICE PRESIDENT ESHA	•
Printed Name and Title '	

APPENDIX A

Legal Description of the Property

County of York

Tax Map Serial Numbers 53000101001 and 53000101004

All those certain pieces, parcels or tracts of land, with any and all improvements thereon, lying, being and situate on the southeasterly side of Vernsdale Road in the City of Rock Hill, Bethesda Township, York County, South Carolina, respectively containing 47.27 acres and 5.22 acres, as shown on that certain plat of Property of Rock Hill Industries, LLC prepared by John Quinn Hall, RLS, dated April 21, 2004 and recorded in Plat Book at Page in the Office of the Clerk of Court for York County, South Carolina, which plat is incorporated herein by reference.
Said property is also described as follows:
Lying and being in the City of Rock Hill, Bethesda Township, York County, South Carolina and being more particularly described as follows:
BEGINNING at a point located in the centerline of the one hundred thirty foot (130') right of way of Southern Railroad, said point also being located 2,608.52 feet with the said centerline of the one hundred thirty foot (130') right of way of Southern Railroad from the intersection of the centerline of the one hundred thirty foot (130') right of way of Southern Railroad with the centerline of the right-of-way of S. C. Highway S-163 (Rambo Road); running thence from said Point of Beginning and running with the centerline of the one hundred thirty foot (130') right of way of Southern Railroad the following two (2) courses and distances: (1) N 35-29-31 E 1,080.20 feet to a point; and (2) N 35-25-21 E 928.86 feet to a point located in the centerline of Fishing Creek; thence running with the centerline of Fishing Creek the following five (5) courses and distances: (1) S 31-01-49 E 249.12 feet to a point located within the right of way of Vernsdale Road (G6033); (2) S 72-30-46 E 238.90 feet to a point; (3) S 58-01-17 E 213.31 feet to a point; (4) S 02-24-43 E 471.52 feet to a point; and (5) S 23-53-06 E 332.00 feet to a point; thence leaving the centerline of Fishing Creek and running with a new line S 49-55-55 W 42.35 feet to a point; thence S 34-02-39 W 1,415.0 feet to an new iron; thence running N 54-30-29 W 1,268.04 feet to the Point and Place of Beginning, containing approximately 52.49 acres, more or less, as shown on plat of survey prepared by John Quinn Hall, R. L. S. dated April 21, 2004, reference to which survey is made for a more particular description of the property.
The above-described property is a portion of the property conveyed by Ramstt, Inc. to Grantor by Limited Warranty Deed recorded April 19, 1988 in Deed Book 1018 at Page 61 in the Office of the Clerk of Court for York County, South Carolina and a portion of the property conveyed by Ramstt, Inc. to Grantor by Non-Warranty Deed recorded April 19, 1988 in Deed Book 1018 at Page 66 of the aforesaid Clerk of Court. Reference is hereby made to the certified true copy of the Articles of Incorporation of Grantor recorded, 2004 in Book _at Page in the Office of the aforesaid Clerk of Court. Further reference is hereby made to the Articles of Amendment recorded December 28, 1992 in Record Book 616 at Page 152 and Articles of Merger recorded December 28, 1992 in Record Book 616 at Page 156 in the Office of the aforesaid Clerk of Court.

APPENDIX B

List Of Reports Relating To Determine The Extent Of Soil And Groundwater Contamination And Document Remedial Activities

- Work Plan for Preliminary Site Assessment, August 1999, GeoSciences, Inc.;
- Preliminary Site Assessment Report, January 2000, GeoSciences, Inc.;
- Supplementary Site Assessment Report, July 2000, GeoSciences, Inc.;
- Supplementary Site Assessment Report, November 2000, GeoSciences, Inc.;
- Supplementary Site Assessment Report, June 2001, GeoSciences, Inc.;
- Supplementary Site Assessment Report, November 2001, GeoSciences, Inc.;
- Supplementary Site Assessment, May 2002, GeoSciences, Inc.;
- Soil Assessment Work Plan, February 17, 2003, Hart & Hickman;
- Soil Assessment Report, May 28, 2003, Hart & Hickman;
- Report of HRC Injection and Pre- and Post-Injection Ground Water Monitoring, September 30, 2004, Hart & Hickman;
- Report of HRC Post-Injection Ground Water Monitoring, March 24, 2005, Hart & Hickman;
- Work Plan for Additional HRC Injection, June 28, 2005, Hart & Hickman;
- Report of Second HRC Injection and Post Injection and Post Injection Monitoring, May 31, 2006, Hart & Hickman;
- Post-HRC Injection Monitoring Report, December 22, 2006, Hart & Hickman;
- Post-HRC Injection Monitoring Report, September 14, 2007, Hart & Hickman;
- Semi-Annual Ground Water Monitoring Report, March 3, 2008, Hart & Hickman;
- Semi-Annual Ground Water Monitoring Report, August 29, 2008, Hart & Hickman;
- Semi-Annual Ground Water Monitoring Report, March 31, 2009, Hart & Hickman;
- Semi-Annual Ground Water Monitoring Report & Additional Remediation Work Plan,
 September 28, 2009, Hart & Hickman;
- Semi-Annual Ground Water Monitoring and Soil Excavation Report, February 26, 2010, Hart
 & Hickman;
- Annual Ground Monitoring Report and Additional Assessment Work Plan, May 5, 2011, Hart
 & Hickman: and
- Additional Assessment & Groundwater Monitoring Report, February 17, 2012, Hart & Hickman.