

file: Envision 2



CONVERSION SYSTEMS, INC.
LEGAL DEPARTMENT

SEL

RECEIVED
SEP 26 1984

WILLIAM L. MCCLAIN

ARNON E. GARONZIK
Vice President
and
General Counsel

CHARLES A. BOWES, JR.
Assistant General Counsel

JEANNE E. COOK
Associate Counsel

September 25, 1984

William L. McClaine, Esquire
Vista Chemical Company
Legal Department
15990 North Barkers Landing Road
Houston, Texas 77224

*h → WCM
originals mailed
7/27/af
cc: Dave Mahler*

Re: Proposed ESPI/Vista Chemical Company Waste Disposal Agreement

Dear Mr. McClaine:

Pursuant to our teleconference today with C. Feiser, enclosed is an original and original duplicate of the above contract, incorporating the revisions discussed. In an earlier conversation with Mr. Dave Mahler, he requested that Section 8(a) of the contract be modified as it presently reads. Also, the exhibit covering compensation has been revised to correctly read Exhibit "B", not "B-1". Since it is not necessary for the parties to sign the Exhibit "B" separately, I have removed the lines requiring signatures at the bottom of the Exhibit "B".

If the contract is acceptable, please have Vista Chemical's authorized representative sign where indicated, and return to me for execution.

Thank you for your cooperation in this matter.

Very truly yours,

CONVERSION SYSTEMS, INC.

JEC
Jeanne E. Cook
Associate Counsel

JEC/bev
enclosures
cc: Mr. C. Feiser
Mr. D. Mahler w/enc.

VIA FEDERAL EXPRESS

SERVICE AGREEMENT
FOR THE TRANSPORT AND DISPOSAL OF
INDUSTRIAL WASTE MATERIAL

THIS AGREEMENT, made and entered into as of the _____ day of _____, 19____, by and between EnviroSAFE Services of Pennsylvania, Inc., a Delaware corporation (hereinafter referred to as "ESPI") and Vista Chemical Company, a Delaware corporation (hereinafter referred to as "CUSTOMER").

W I T N E S S E T H T H A T

WHEREAS, CUSTOMER desires to contract with ESPI for the transport and disposal of certain industrial waste material generated at CUSTOMER's industrial facility located at 3441 Fairfield Drive, Baltimore, Maryland 21224 (hereinafter referred to as "the Plant"); and

WHEREAS, the parties hereto desire to set forth the terms and conditions under which the aforesaid services shall be performed.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS.

a. "Industrial Waste Material" shall mean the raw industrial waste material specified in Exhibit A, attached hereto and incorporated by reference herein, which CUSTOMER intends to deliver to ESPI for transport and disposal.

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b. "Facility" shall mean the treatment, storage and disposal facility located at Oregon, Ohio, owned and operated by Fondessy Enterprises, Inc., an Ohio corporation and a corporate affiliate of ESPI.

2. SCOPE OF ESPI's SERVICES. ESPI shall receive Industrial Waste Material at such specific locations at the Plant as shall be designated by CUSTOMER, transport the Industrial Waste Material to the Facility, and dispose of the Industrial Waste Material, which conforms to the description thereof contained in Exhibit A, at the Facility utilizing the disposal method of perpetual interment.

3. SHIPMENT OF INDUSTRIAL WASTE MATERIAL.

a. The Industrial Waste Material may be transported by CUSTOMER or by ESPI, as needed by CUSTOMER and at CUSTOMER's sole discretion. If ESPI is transporting the Industrial Waste Material, ESPI shall provide all trailers, motor vehicles and other equipment required for the transportation of the Industrial Waste Material from the Plant to the Facility. CUSTOMER shall, at its expense, load the Industrial Waste Material onto the transportation equipment provided by ESPI.

b. If ESPI is transporting the Industrial Waste Material, the shipping terms for each delivery of Industrial Waste Material shall be FOB, ESPI's vehicle (loaded at shipping point). The party who is transporting the Industrial Waste Material, at its option, may engage a common or contract

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carrier to transport the Industrial Waste Material to the Facility. In the event of such engagement, such party shall notify the other party in writing of the name of such carrier.

c. If ESPI is transporting the Industrial Waste Material, CUSTOMER shall permit ESPI's motor vehicles access to the receiving point at the Plant during the Plant's regular hours of operation; i.e., 9:00 a.m. to 4:00 p.m. each working day. If CUSTOMER is transporting the Industrial Waste Material, ESPI shall permit CUSTOMER's motor vehicles access to the receiving point at the facility. Upon arrival at the Facility, ESPI shall supervise and direct the unloading of the Industrial Waste Material.

d. If ESII is transporting the Industrial Waste Material, title to each shipment of Industrial Waste Material, together with all responsibility and liability in connection therewith, shall pass to ESPI upon ESPI's removal of the Industrial Waste Material from the Plant. If CUSTOMER is transporting the Industrial Waste Material, title to each shipment, together with all responsibility and liability in connection therewith, shall pass to ESPI upon ESPI's unloading of the Industrial Waste Material at the Facility.

e. CUSTOMER agrees that the Industrial Waste Material shall be prepared for shipment and packaged in containers specified by the then current and applicable regulations of the U.S. Department of Transportation, the U.S. Environmental Protection Agency or any successors thereto and/or Federal, State and/or Municipal agency having jurisdiction, as the case may be.

4. INSPECTION AND ACCEPTANCE.

a. Upon or prior to arrival at the Facility and prior to acceptance of the Industrial Waste Material by ESPI and/or the Facility, ESPI and/or the Facility

- (i) reserve the right to sample and analyze each shipment, including each container, of the Industrial Waste Material in order to establish its conformity with Exhibit A, and
- (ii) shall measure the quantity of Industrial Waste Material contained in each shipment for purposes of calculating compensation

all in accordance with generally accepted practices and procedures. Nothing herein shall require ESPI and/or the Facility to perform an exhaustive analysis of the Industrial Waste Material in order to identify each and every constituent or contaminant contained in the Industrial Waste Material, nor shall any such sampling, analysis or measurement relieve CUSTOMER of its responsibility for the conformance of the Industrial Waste Material with the specifications set forth in Exhibit A.

b. If the analytical results obtained by ESPI and/or the Facility conform to the specifications set forth in Exhibit A, ESPI shall accept the Industrial Waste Material for disposal at the Facility.

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c. If the analytical results obtained by ESPI and/or the Facility indicate that the Industrial Waste Material is non-conforming, ESPI shall promptly notify CUSTOMER by telephone of the following:

- (i) the existence of the non-conformity, and
- (ii) if the non-conforming Industrial Waste Material can be handled by ESPI at the Facility, the additional cost of disposal resulting from such non-conformity, or
- (iii) whether such non-conformity is of such magnitude as to make ESPI's disposal of the non-conforming Industrial Waste Material at the Facility inadvisable.

ESPI shall promptly confirm such notification in writing.

d. For purposes of this Agreement, the Industrial Waste Material shall be deemed to be non-conforming

- (i) if the analytical results obtained by ESPI and/or the Facility indicate the existence of
 - (A) deviations from the specifications and limitations set forth in Exhibit A, or
 - (B) constituents or contaminants not permitted by the terms of Exhibit A; and
- (ii) if such deviations, constituents or contaminants either
 - (A) increase the hazard, risk or disposal costs assumed by ESPI in agreeing to dispose of the Industrial Waste Material, or

(B) are inconsistent with the design or permits of the Facility.

e. Prior to any commingling by ESPI of the Industrial Waste Material with waste material from other generators, ESPI shall have the right to reject non-conforming Industrial Waste Material which, in ESPI's sole opinion and judgment, cannot be disposed of by ESPI at the Facility.

f. Rejected Industrial Waste Material shall be promptly returned to the CUSTOMER, in which event all re-loading costs, all transportation costs, to and from the Facility, and any demurrage charges shall be for CUSTOMER's account.

g. If non-conforming Industrial Waste Material can be handled by ESPI at the Facility, but at additional cost to CUSTOMER, ESPI shall not proceed to dispose such non-conforming Industrial Waste Material until CUSTOMER has verbally authorized ESPI to proceed with disposal at the cost quoted in the aforementioned notice provided, however, that if such authorization is not verbally received within three (3) hours after the aforementioned notice has been communicated by telephone, ESPI reserves the right to immediately reject such non-conforming Industrial Waste Material and such non-conforming Industrial Waste Material shall be promptly returned to CUSTOMER. In the event of such rejection, all re-loading costs, all transportation costs, to and from the Facility, and any demurrage charges incurred, while awaiting such authorization shall be for CUSTOMER's account. CUSTOMER's verbal authority to

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proceed with disposal shall be immediately confirmed in writing by CUSTOMER, but the failure to do so shall not impair the effectiveness of the verbal authority.

h. Upon ESPI's rejection of non-conforming Industrial Waste Material, title to the rejected Industrial Waste Material, together with all responsibility and liability in connection therewith, shall be deemed to revert in CUSTOMER.

5. COMPENSATION. For the services performed hereunder, CUSTOMER shall compensate ESPI at the rates and in accordance with the payment terms set forth in Exhibit B, attached hereto and incorporated by reference herein. ESPI shall invoice CUSTOMER for all charges which accrue pursuant to this Agreement within twenty (20) days from the end of the calendar month during which the Industrial Waste Material was removed from the Plant. CUSTOMER shall pay ESPI's invoice within thirty (30) days from the date of the invoice. CUSTOMER shall pay ESPI interest on overdue balances at the rate of 1.5% per month.

6. ADJUSTMENTS TO COMPENSATION. The parties hereto agree that, if at any time after the date of execution of this Agreement, any governmental entity or court shall adopt, issue or promulgate any law, order, rule, regulation, guideline, notice, tax, charge, fee, assessment, and/or directive of any nature which requires ESPI and/or the Facility to make additional expenditures in

plant or equipment and/or incur additional costs in connection with its performance of services hereunder, the compensation rates set forth in Exhibit B, including escalation, if any, shall be subject to increase at the sole discretion of ESPI. ESPI shall deliver written notice of such rate increase to CUSTOMER at least thirty (30) days prior to the effective date of such increase and such notice shall include:

- a) a detailed statement indicating the amount of the increase and how the increase was calculated,
- b) an explanation for the increase, and
- c) the date of the ESPI billing to CUSTOMER for services performed hereunder which shall reflect such increase (the effective date of the increase).

At any time during the pendency of the thirty (30) day notice period regarding a rate increase and provided CUSTOMER has first notified ESPI in writing of the unacceptability of such rate increase, either party hereto shall have the right to terminate this Agreement without penalty or further liability to the other party upon giving fifteen (15) days advance written notice to the other party of the intent to terminate because of the unacceptability of such rate increase. Such rate increase shall be ineffective during the pendency of either or both of such notice periods.

7. WARRANTIES OF ESPI. ESPI expressly warrants:

- a. that it possesses the business, professional and technical expertise to handle, process and dispose of the Industrial Waste Material, and
- b. that the Facility possesses the equipment, plant and employee resources required to perform this Agreement, and
- c. that the Facility is now duly permitted, licensed and authorized to handle and dispose of industrial wastes, including the Industrial Waste Material and that the Facility shall, at all times while services hereunder are being performed, use its best efforts to remain so licensed, permitted and authorized, and
- d. that it will notify Customer immediately whenever it becomes aware that such licenses, permits, and authorizations will be revoked or terminated for any reason.

THE EXPRESS WARRANTIES OF ESPI SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS AGREEMENT.

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8. WARRANTIES OF CUSTOMER. CUSTOMER expressly warrants:

a. that it owns the Industrial Waste Material and that it will maintain such ownership until the Industrial Waste Material is removed from the Plant by ESPI, or in the event CUSTOMER is transporting the Industrial Waste Material, until delivery at the Facility.

b. that, notwithstanding the sampling and analysis performed by ESPI, the Industrial Waste Material delivered to and accepted by ESPI shall conform to the description thereof contained in Exhibit A.

THE EXPRESS WARRANTIES OF CUSTOMER SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS AGREEMENT.

9. COMPLIANCE WITH LAWS.

a. ESPI shall comply with all applicable laws, ordinances, decisions, orders, rules and regulations of the United States and of any state, county, township or municipal subdivision thereof, or other governmental agency, including without limitation, any laws pertaining to the transportation, handling and disposal of the Industrial Waste Material. A similar requirement has been imposed on the Facility by ESPI. CUSTOMER shall use its best efforts to provide all necessary information to assist the Facility to obtain and

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maintain all permits and consents required by any governmental agency having or asserting jurisdiction over the Facility or the services to be performed hereunder.

b. CUSTOMER shall comply with all applicable laws, ordinances, decisions, orders, rules and regulations of the United States and of any state, county, township, or municipal subdivision thereof, or other governmental agency, including without limitation, any laws pertaining to the generation and disposal of the Industrial Waste Material.

10. FORCE MAJEURE. Any delays in or failure of performance of either party hereto shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failure of performance are caused by circumstances beyond the reasonable control of the party thereby affected, including but not limited to, acts of God, fire, flood, windstorm, explosion, accidents, riot, sabotage, strikes or other concerted work stoppages of labor, lockouts, inability to obtain raw material, equipment or transportation, or the compliance with any generic order or request of any governmental authority, loss of any necessary utility (water, electricity, gas, etc.) or the revocation without the fault of the party of any permit issued by any governmental agency which is required for the party's performance hereunder. In the event a force majeure condition arises which wholly or in part prevents either party hereto from performing hereunder, the affected party shall inform the other in writing within fifteen (15) working days from the commencement of

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the force majeure condition. Provided such notice is given, the obligation affected by a force majeure condition shall be automatically extended for a time equal to the delay caused by the intervention of such force majeure condition. Notwithstanding anything herein contained to the contrary, in no event shall the term of this Agreement as set forth in Section 15 hereof be extended by reason of the operation of this Section.

11. INSURANCE.

a. ESPI shall not begin any operations under this Agreement until it has obtained all the insurance required herein and has furnished certificates of insurance evidencing such insurance coverage to the CUSTOMER. Every certificate of insurance required herein shall be endorsed to provide CUSTOMER with thirty (30) days written notice of cancellation.

b. ESPI shall maintain or cause to be maintained (at its own expense unless otherwise specifically set forth) the following insurance:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000 each occurrence
Comprehensive General Liability (Bodily Injury & Property Damage)	\$5,000,000 combined single limit
Comprehensive Automobile Liability (Bodily Injury & Property Damage)	\$5,000,000 combined single limit
and shall include coverage for	

Sudden and Accidental Pollution
Liability)

Environmental Impairment Liability	\$3,000,000 each occurrence/
at the Facility (Non-sudden	\$10,000,000 annual aggregate
occurrences)	

The Comprehensive General Liability Insurance shall include an endorsement covering ESPI's contractual liability with limits not less than those set forth above.

c. Both ESPI and CUSTOMER hereby agree to waive as against the other the insurer's subrogation rights of recovery of their respective property damage insurances against a loss occurring to the property of either during and after the completion of the performance of the services hereunder.

12. THIRD PARTY LIABILITY INDEMNIFICATION BY ESPI.

a. ESPI shall indemnify, defend and hold harmless CUSTOMER and its employees, officers and agents from and against all liability, claims, suits, losses, damages, costs and demands, including legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement, arising out of or connected with the performance of this Agreement where such injury, death, or damage is caused by the sole or contributory negligence of ESPI or its subcontractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the

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sole negligence of CUSTOMER or its subcontractors or their respective employees, officers and agents; and provided further, that ESPI's liability under this indemnity provision shall be limited to and not exceed the insurance coverage and limits of liability which ESPI secured pursuant to Section 11 hereof; and provided further, that ESPI's obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for claims of loss of profits, or any other indirect, special, incidental or consequential damages of any nature whatsoever.

b. In the event that any such legal proceeding initiated by a third party results from the joint negligence of ESPI, its employees, officers, agents and subcontractors and any other party or parties (including but not limited to CUSTOMER and/or its subcontractors), then ESPI shall indemnify and save harmless CUSTOMER and its employees, officers and agents for, but only for, that percentage of any resulting judgement directly attributable to the negligence of both ESPI and the Facility and their respective employees, officers, agents and subcontractors. ESPI shall be reimbursed by CUSTOMER for the percentage of reasonable legal fees and legal expenses (including court costs) in direct proportion to the percentage of the judgement directly attributable to the contributory negligence of CUSTOMER, its employees, officers, agents and subcontractors.

c. The foregoing indemnification obligation of ESPI is conditioned upon ESPI's prompt receipt of notice of any claims brought by third parties against CUSTOMER or its employees, officers and agents and CUSTOMER's good faith cooperation with ESPI in the defense of such claims.

13. INDEMNIFICATION BY CUSTOMER. CUSTOMER shall indemnify and hold harmless ESPI and the Facility and their respective employees, officers and agents from and against all liability, claims, suits, loss, damages or costs, including legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, including but not limited to damage to the Facility, caused by or resulting from the negligence or wilful misconduct of CUSTOMER or its subcontractors or their respective employees, officers and agents in the performance of any of CUSTOMER's obligations hereunder or the breach of any warranty of CUSTOMER set forth in this Agreement.

14. LIMITATION OF LIABILITY.

a. In no event shall ESPI be liable to CUSTOMER or CUSTOMER's insurers for any damage resulting from lost, diminished or delayed use or utility of the Plant for which the services hereunder are being rendered; lost, delayed or diminished profits or opportunities; or incidental, special, indirect or consequential damage of any kind resulting from ESPI's performance or failure to perform services hereunder.

b. In no event shall CUSTOMER be liable to ESPI or the Facility or ESPI's or the Facility's insurers for any damage resulting from lost, diminished or delayed use or utility of the Facility; lost, delayed or diminished profits or opportunities, or incidental, special, indirect or consequential damage of any kind resulting from CUSTOMER's performance or failure to perform hereunder.

c. As used in this Section, the term "liable" and "liability" means liability of any kind whether in contract (including breach of warranty), tort (including negligence, whether of ESPI or others), strict liability or otherwise. The provisions of this Section providing for limitations of or protections against ESPI's liability or CUSTOMER's liability, shall survive completion of the services hereunder or termination or expiration of this Agreement, and such provisions shall apply to the full extent permitted by law.

15. TERM OF AGREEMENT. Unless sooner terminated, this Agreement shall be effective for a period of one (1) year from the date of execution hereof or until December 31, 1984, whichever comes first, and thereafter shall be automatically renewed for consecutive one (1) year terms, unless written notice of intention not to renew this Agreement is received by one party from the other party not later than sixty (60) days prior to expiration of the then current term of this Agreement. Expiration or termination of this Agreement, for any cause, shall not relieve CUSTOMER of liability for payment of sums due or to become due ESPI for services performed hereunder prior to the effective date of expiration or termination.

16. TERMINATION FOR CONVENIENCE. Either party hereto shall have the right to terminate this Agreement for convenience without penalty at any time, upon giving sixty (60) days prior written notice of such termination to the other party.

17. CUSTOMER'S RIGHT TO TERMINATE FOR DEFAULT.

a. In the event that ESPI shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against ESPI or a receiver appointed on account of its insolvency, or if it shall default in the performance of any express obligation to be performed by it under this Agreement and shall fail to correct such default (or if immediate correction is not possible, shall fail to commence and diligently continue effective action to correct the default), within ten (10) days following receipt of written notice thereof from CUSTOMER, CUSTOMER may, without prejudice to any other rights or remedies CUSTOMER may have, cause further payments to ESPI to be held in abeyance and terminate this Agreement by written notice to ESPI specifying the date of termination.

b. A waiver by CUSTOMER of one default of ESPI shall not be considered to be a waiver of any subsequent default of ESPI, nor be deemed to amend or modify the terms of this Agreement.

18. ESPI's RIGHT TO TERMINATE FOR DEFAULT.

a. In the event that CUSTOMER shall default in the performance of any express obligation to be performed by it under this Agreement and shall fail to correct such default (or if immediate correction is not possible with respect to any default other than a monetary default, shall fail to commence and diligently continue effective action to correct the default) within ten (10)

days following receipt of written notice thereof from ESPI, ESPI may, without prejudice to any other rights or remedies ESPI may have, terminate this Agreement by written notice to CUSTOMER specifying the date of termination.

b. With respect only to breach of CUSTOMER's warranties as set forth in Section 8, ESPI may, regardless of any corrective action taken or to be undertaken by CUSTOMER, and at ESPI's sole election, terminate this Agreement forthwith, without prejudice to any other rights or remedies ESPI may have, by delivering written notice of such termination to CUSTOMER, if five (5) percent or more of the Industrial Waste Material received from CUSTOMER during the first full calendar year quarterly period of the term of this Agreement or any succeeding calendar year quarterly period thereafter does not conform to CUSTOMER's warranties as set forth in Section 8, and as a result of such non-conformance, such non-conforming Industrial Waste Material was not disposed of at the Facility.

c. The waiver by ESPI of one default of CUSTOMER shall not be considered to be a waiver of any subsequent default of CUSTOMER, nor be deemed to amend or modify the terms of this Agreement.

19. ASSIGNMENT. Neither party shall assign, sublet, transfer nor convey this Agreement or any monies due or to become due to it hereunder without the prior written consent of the other.

20. INDEPENDENT CONTRACTOR. ESPI is and shall be an independent contractor in the performance of the services covered by this Agreement maintaining complete control of its employees and operations. Neither ESPI nor anyone employed by ESPI shall be the agent, representative, employee or servant of CUSTOMER in the performance of the services covered by this Agreement.

21. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and/or by telephone. If such notice is communicated by telephone, such notice shall be confirmed in writing. All written notices required hereunder shall be given either by personal delivery or by mailing by United States Registered or Certified Mail, return receipt requested, postage prepaid, properly addressed as follows, or to such other addresses as either party may designate in accordance herewith:

If to CUSTOMER:

Vista Chemicals Company
3441 Fairfield Drive
Baltimore, MD 21224
Attn: Mr. Dave Mahler

If to ESPI:

Envirosafe Services of Pennsylvania, Inc.
115 Gibraltar Road
Horsham, Pennsylvania 19044
Attention: Vice President

Notices shall be deemed to be given upon such personal delivery or, if mailed, upon the receipt thereof by the party concerned.

22. MISCELLANEOUS.

a. This Agreement shall be construed and governed in accordance with the substantive laws of the State of Delaware excluding choice of law rules. This Agreement constitutes the entire agreement between ESPI and CUSTOMER. All previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on ESPI unless it shall be in writing and signed by an authorized officer. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. The warranties contained herein shall survive the expiration or termination of this Agreement and shall not be impaired or rendered inoperative by any investigation thereof.

b. If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

c. CUSTOMER may use its standard business forms (such as purchase orders, acknowledgements or vouchers) to administer this Agreement, but use of such forms shall be for convenience purposes only and all provisions, terms and conditions contained in or on such forms (except those provisions specifying the quantity of Industrial Waste Material being disposed of and the

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dates of delivery and disposal related thereto) shall be deemed stricken and null and void. Whenever such a form is used by CUSTOMER to administer this Agreement, CUSTOMER agrees that such form shall specifically reference the exclusive applicability of the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, ESPI AND CUSTOMER have each caused this Agreement to be executed by its duly authorized representatives as of the day and year first set forth above.

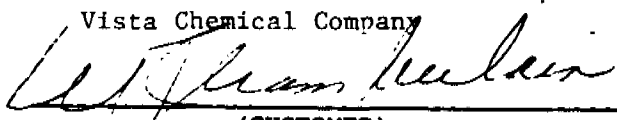
ENVIROSAFE SERVICES OF PENNSYLVANIA, INC.

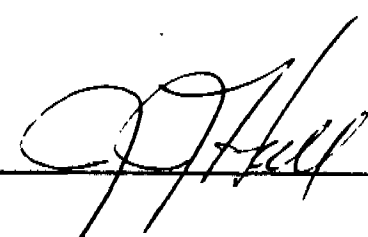
Attest: _____

By: _____

John A. Trela
Vice President

Vista Chemical Company


(CUSTOMER)

Attest: 

By: _____

Name: W. H. Chamberlain

Title: Manager-Purchasing

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EXHIBIT A



Ken Humphrey
FONDESSY ENTERPRISES, INC.
ASSOCIATED CHEMICAL AND ENVIRONMENTAL SERVICES

876 OTTER CREEK ROAD P.O. BOX 7571 OREGON, OHIO 43616
(419) 726-1521 (24 HOURS)

PCN
649AT

APPLICATION FOR ACCEPTANCE OF WASTE PRODUCT

PART A - GENERATOR IDENTIFICATION

1. GENERATOR NAME Vista Chemical
2. WASTE FACILITY ADDRESS 3441 Fairfield Rd.
Balt Md 21226
3. GENERATOR BILLING ADDRESS _____
4. GENERATOR CONTACT Dave Mahler TITLE Dir Env. Control PHONE 301-353-6200
5. GENERATOR EPA ID NO. ~~MDT15600202~~ GENERATOR SIC CODE _____
MD0990686222

PART B - WASTE CHARACTERIZATION

1. COMMON NAME FOR THIS WASTE: Soil Contaminated with #6 oil
2. PROCESS GENERATING WASTE: Cleanup around fuel storage tank
3. ANNUAL VOLUME 50-100 tons UNIT /yr

PART C - PHYSICAL PROPERTIES

1. PHYSICAL STATE @ 70°F (CIRCLE ONE)
(SOLID) SEMI-SOLID SLUDGE LIQUID GAS
2. SPECIFIC GRAVITY >1
3. VISCOSITY _____ OR 3.1 (CIRCLE ONE) LOW MEDIUM (HIGH)
- 4 pH Neutral
- 5 FLASH POINT 2300° °F 5.1 METHOD - CLOSED CUP _____ OPEN CUP _____
- % SOLIDS 100%
8. PRODUCT IS (CIRCLE ONE) (SINGLE PHASE) DUAL PHASED MULTIPHASED
- 7 % VOLATILE None

APPLICATION NO

PRODUCT CODE NO

VEV 000081071

PART D - CHEMICAL COMPOSITION

1. PLEASE ATTACH COPIES OF LAB REPORTS.
2. LIST COMPONENTS IN ORDER OF DECREASING CONCENTRATIONS.

3. COMPONENT	% OF TOTAL (100%)
3.1 Soil - Stones -	79.5%
3.2 # 6 oil	6.5%
3.3	
3.4	
3.5	
3.6	
3.7	
3.8	
3.9	
3.10	
3.11	
3.12	

4. ATTACH EP TOXICITY REPORT

PART E - METALS AND ORGANICS

Arsenic mg/kg NONE - HAZARDOUS
 Barium mg/l _____
 Boron mg/l _____
 Cadmium mg/kg _____
 Chrome total mg/kg _____
 Chrome hexavalent mg/l _____
 Copper mg/kg _____
 Lead mg/kg _____
 Manganese mg/l _____
 Magnesium mg/l _____
 Mercury mg/l _____
 Nickel mg/l _____
 Selenium mg/l _____
 Silver mg/l _____
 Zinc mg/kg _____
 Other _____
 Chloride mg/l _____
 Fluoride mg/l _____
 Nitrate mg/l _____
 Nitrite mg/l _____
 Phosphate mg/l _____
 Sulphate mg/l _____
 Sulphide mg/l _____

Phenols mg/l _____
 Cyanide total mg/l _____
 Cyanide free mg/l _____

Pesticides

NONE

Aldrin mg/l _____
 Chlordane mg/l _____
 DDT's mg/l _____
 Dieldrin mg/l _____
 Endrin mg/l _____
 Heptachlor mg/l _____
 Lindane mg/l _____
 Methoxychlor mg/l _____
 Other _____
 Other _____
 Other _____
 Toxaphene mg/l _____
 Parathion mg/l _____
 2,4-D mg/l _____
 2,4,5TD (silvex), mg/l _____
 PCB's mg/l _____

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PART F - HAZARDOUS CLASSIFICATIONS

1. RESOURCE CONSERVATION AND RECOVERY ACT CLASSIFICATIONS.

1.1 RCRA LISTED WASTE DESCRIPTION NO N HAZARDOUS

1.2 RCRA HAZARDOUS WASTE EPA ID NO. N/A

1.3 RCRA HAZARDOUS WASTE CODE (CIRCLE APPROPRIATE CLASS)

(I) (C) ~~IB/AE~~ (H) (T) (REFERENCE: 40 CFR 261.30(b))

2. DOES THE WASTE CONTAIN ANY OF THE FOLLOWING:

2.1 SHOCK SENSITIVE NO 2.4 PATHOGENIC NO

2.2 PYROPHORIC NO 2.5 INFECTIOUS NO

2.3 EXPLOSIVE NO 2.6 RADIOACTIVE NO

3. ANY OF THE ABOVE ARE PRESENT, LIST THEIR SOURCE AND COMPLETE DESCRIPTION

N/A

4. U.S. DEPARTMENT OF TRANSPORTATION CLASS. (REFERENCE: 49 CFR 172.01 and 173.)

3.1 U.S. DOT SHIPPING NAME	DOT HAZARD CLASS.	UN/NA NO.	HAZARDOUS CLASS CODE
<u>Solid Waste Non-Hazardous</u>		<u>N/A</u>	

PART G - SHIPPING AND SCHEDULING

WASTE MATERIAL WILL BE SHIPPED IN:

55 GALLON DRUM _____ BULK CONTAINER 20 yd³ Dump Trailer OTHER _____

SHIPPING FREQUENCY: VOLUME 1 x/yr. PER _____

PART H - ADDITIONAL COMMENTS

CERTIFICATION STATEMENT

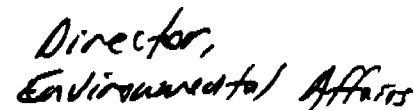
I HEREBY CERTIFY THAT AS AN AUTHORIZED REPRESENTATIVE OF THE GENERATOR NAMED ABOVE, ALL INFORMATION SUBMITTED IN THIS AND ALL ATTACHED DOCUMENTS IS TRUE AND ACCURATE. TO THE BEST OF MY KNOWLEDGE, ALL KNOWN AND SUSPECTED HAZARDOUS COMPONENTS HAVE BEEN INCLUDED IN THE DOCUMENTATION.



SIGNATURE



DATE



TITLE

THIS SECTION FOR DISPOSAL SITE USE ONLY

1. DISPOSAL SITE _____

2. DISPOSAL METHOD _____ PCN _____

2.1 PRETREATMENT _____

2.2 ALTERNATIVE _____

SIGNATURE

DATE

TITLE

THIS SECTION FOR REGULATORY AGENCY USE ONLY

1. ACCEPTANCE STATUS:

☐

ACCEPTED

☐

CONDITIONAL ACCEPTANCE

☐

ACCEPTANCE WITHHELD

☐

DENIED

2. CONDITIONS FOR ACCEPTANCE OR REASONS FOR WITHHOLDING OR DENIAL

3. REGULATORY AGENCY _____

DEV 000081075

SIGNATURE

DATE

TITLE

EXHIBIT B

VISTA CHEMICALS COMPANY

BALTIMORE, MD

Compensation

	<u>Product Code No. (PCN)</u>	<u>Disposal Fee</u>
Soil Contaminated With #6 Oil	0649AT	\$45/ton*

*Price does not include \$2.13/ton dry weight CERCLA Tax.

Transportation

Minimum 20 tons/load	\$65/ton
Demurrage after first free hour	\$40/hour

Special Instructions

1. Product Code Number (PCN) must appear on all manifests and on all correspondence pertaining to the above waste.
2. Material must be in a solid nonflowable condition at time of disposal.
3. There must be no free liquids.

VEV 000081076