Petroleum Products Laboratory
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INTER-OFFICE CORRESPONDENCE

LOUISIANA DIVISION

BATON ROUGE, LA.

PLAINTIFF'S EXHIBIT
EXX 149

April 8 1955

Mr. F. C. Walters
Purchasing Department
Main Office

Dear Mr. Walters:

Our contract with A. R. Choppin and Philip W. West for sampling and analysis of the atmosphere within the refinery expired April 1, 1955. We wish to prepare a new contract modified and extended as follows:

1. Contractors should be changed from "A. R. Choppin and Philip W. West" to "Esso-Tech Laboratories".

2. Frequency of sampling at the six points described in Paragraph 2a shall be reduced to once each month. In addition, on one day each month contractors shall take samples at intervals on a line or lines traversing the refinery in a direction perpendicular to the wind, to locate specific contaminants. If any contaminants are found an attempt shall be made to trace the contaminants to source if within the refinery or to the refinery boundary if originating outside the refinery, and to define the area affected by the contamination.

3. Under Paragraph 2b (1), add house paint to the list of materials to be tested and change "checked at 30 day intervals" to read "checked at intervals to be specified by Esso".

4. Under Paragraph 2b (3), add "aldehydes" to the list of chemicals to be determined in air samples.

5. Add a paragraph, 2b (5) as follows: "Contractors shall take two sets of samples of soil and foliage at fifteen (15) points outside the refinery to be specified by Esso. One set of samples shall be taken in June, the other in December. Samples shall be analyzed for copper and molybdenum by methods mutually agreed upon between Esso and the contractors".

6. Under Paragraph 11, the contract price for work outlined in Paragraphs 1 through 2b (4) shall be $7,850 to be paid in twelve monthly installments. The first installment shall be $606 and shall be payable on April 15, 1955. The remaining eleven monthly installments shall be $604 each. The contract price for the analysis of two sets of soil and foliage samples as specified in Paragraph 2b (5) shall be $2,000, payable in two installments of $1,000 each, on June 1, 1955 and December 1, 1955.

7. The contract should carry a yearly renewal option at the same prices, subject to cancellation by the contractors if Esso is notified 60 days prior to expiration of the contract.

Please proceed with preparation of this contract promptly so that it may be concluded as early as possible.

Yours very truly,

F. A. L. HOLLOWAY

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