

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

2009-08-20

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE REGION 2

IN THE MATTER OF:	)	SETTLEMENT AGREEMENT
	)	FOR RECOVERY
	)	OF PAST RESPONSE COSTS
Bueno Mill and Mine Site	)	
Jamestown, Boulder County, Colorado	)	U.S. EPA Region 8
	)	CERCLA Docket No. <b>CERCLA-08-2009-0001</b>
Ozark-Mahoning Company and its parents	)	
Delaware Chemicals Corporation and Arkema Inc.	)	
	)	
	)	
SETTLING PARTY	)	PROCEEDING UNDER SECTION
	)	122(h)(1) OF CERCLA
_____	)	42 U.S.C. § 9622(h)(1)

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## **I. JURISDICTION**

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (EPA) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and with respect to only the National Forest System lands at the Site, under the authority vested in the Secretary of Agriculture pursuant to Executive Order 12580, delegated to the Chief of the Forest Service pursuant to 7 C.F.R. § 2.60(39), and re-delegated to the Regional Forester pursuant to Forest Service Manual 2164.04c, 2.1 (November 10, 1994).
2. This Settlement Agreement is made and entered into voluntarily by the United States Environmental Protection Agency (EPA), the United States Department of Agriculture, Forest Service (Forest Service) (together referred to as the Federal Agencies), and Ozark-Mahoning Company and its parents Delaware Chemicals Corporation and Arkema Inc. (Settling Party). The Settling Party consents to and will not contest the Federal Agencies' authority to enter into this Settlement Agreement or to implement or enforce its terms.

## **II. BACKGROUND**

3. This Settlement Agreement concerns the Bueno Mill and Mine Site (Site) located in S24, T2N, R72W of the 6th P.M in Jamestown, Boulder County, Colorado and generally shown on the map included in Appendix A. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. Specifically, hazardous substances (heavy metals) in tailings at the Site were released from the tailings impoundments into the environment. On October 31, 2005, EPA and its contractor mobilized to the Site to reduce the discharge of tailings into the Little James Creek during the 2006 spring run off period prior to implementing the remainder of the proposed response action. EPA installed approximately 200 feet of erosion control fencing (silt fence and straw bales) on the southern slope of the Bueno Tailings impoundment. On June 20, 2006, EPA re-mobilized to the Site to complete the removal action to prevent further erosion of mill tailings into surface water. EPA constructed a concrete wall on the Streamside Tailings, consolidated and re-graded lower tailings deposits and capped the impoundment top. At the Bueno Tailings impoundment, EPA re-contoured and capped the tailings. On August 24, 2006, EPA demobilized from the Site.
5. In performing response actions, EPA incurred response costs at or in connection with the Site.

6. The Forest Service incurred response costs at or in connection with the Site. The Forest Service is not seeking recovery of these funds.

7. Pursuant to an Interagency Agreement, EPA and the Forest Service worked jointly on the Site with EPA designated as the lead agency. The Forest Service contributed \$193,012.07 of funding for work at the Site. The United States is not seeking recovery of these funds in this Settlement Agreement.

8. EPA alleges that the Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

9. EPA, the Forest Service and the Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

### **III. PARTIES BOUND**

10. This Settlement Agreement shall be binding upon the Federal Agencies and upon the Settling Party and its heirs, successors and assigns. Any change in ownership or corporate or other legal status of the Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

### **IV. DEFINITIONS**

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendix. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

b. "Bueno Tailings" are the tailings that are located on the Site on a ridge northwest of Jamestown and are approximately 3,800 feet southeast of the Bueno Mine and generally shown on the map included in Appendix A.

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

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

e. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XV.

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

g. "Federal Agencies" shall mean collectively the United States Environmental Protection Agency and the Forest Service.

h. "Forest Service" shall mean the United States Department of Agriculture, Forest Service and any successor departments or agencies of the United States.

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

j. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

k. "Parties" shall mean EPA, the Forest Service and the Settling Party.

l. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA, or the U.S. Department of Justice on behalf of EPA, has paid at or in connection with the Site through the Effective Date.

m. "Forest Service Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the Forest Service or the U.S. Department of Justice on behalf of the Forest Service has paid at or in connection with the Site through the Effective Date.

n. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

o. "Settling Party" shall mean Ozark-Mahoning Company and its parents Delaware Chemicals Corporation and Arkema Inc. to the extent that the parents' liability arises from the same set of facts and liability as that of Ozark-Mahoning Company.

p. "Site" shall mean the Bueno Mill and Mine Superfund Site, located in Jamestown, Boulder County, Colorado, at S24, T2N, R72W of the 6th P.M in Boulder County,

Colorado and generally shown on the map included in Appendix A. Portions of the Site are owned by the Town of Jamestown and a private property owner. Portions of the Site are administered by the Forest Service as part of the Arapaho Roosevelt National Forest.

q. "Streamside Tailings" is a tailings deposit on the Site, located on Little James Creek approximately one third of a mile north of Jamestown, off James Canyon Road and generally shown on the map included in Appendix A.

r. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **V. PAYMENT OF RESPONSE COSTS**

12. Within 30 days of the Effective Date of this Settlement Agreement, the Settling Party shall pay to EPA Past Response Costs totaling One Million Three Hundred Twenty-One Thousand Six Hundred Nineteen Dollars (\$1,321,619). Payment shall be made to EPA by Electronic Funds Transfer (EFT) in accordance with current EFT procedures by EPA Region 8, and shall be accompanied by a statement identifying the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number 08FW, and the EPA docket number for this action, and payment shall be sent to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account Number: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York NY 10045  
Field Tag 4200 of the Fedwire message should read:  
"D 68010727 Environmental Protection Agency"

13. At the time of payment, the Settling Party shall send notice that payment has been made to EPA by sending an e-mail to [accountsreceivable.cinwf@epa.gov](mailto:accountsreceivable.cinwf@epa.gov), and in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number 08FW and the EPA docket number for this action.

14. The total amount to be paid pursuant to Paragraph 12 shall be deposited in the EPA Hazardous Substance Superfund.

#### **VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT**

15. Interest on Late Payments. If the Settling Party fails to make any payment required by Paragraph 12 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. In addition to the Interest required by Paragraph 15, if any amounts due to EPA under Paragraph 12 are not paid by the required date, the Settling Party shall be in violation of this Settlement Agreement and the following stipulated penalties shall accrue per violation per day as set forth below:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500	1st through 14th day
\$1,000	15th through 30th day
\$37,500	31st day and beyond

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as “stipulated penalties” and shall be made in accordance Paragraph 12 above.

c. At the time of each stipulated payment, the Settling Party shall send notice pursuant to Paragraph 13.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of the Settling Party’s failure to comply with the requirements of this Settlement Agreement, if the Settling Party fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, the Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse the Settling Party from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

## **VII. COVENANT NOT TO SUE BY THE FEDERAL AGENCIES**

19. Covenant Not to Sue by the Federal Agencies. Except as specifically provided in Section VIII (Reservations of Rights by the Federal Agencies), the Federal Agencies covenant not to sue or take administrative action against the Settling Party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) to recover Forest Service Past Response Costs or Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by the Settling Party of its obligations under this Settlement Agreement. This covenant not to sue extends only to the Settling Party and does not extend to any other person.

## **VIII. RESERVATIONS OF RIGHTS BY THE FEDERAL AGENCIES**

20. The Federal Agencies reserve, and this Settlement Agreement is without prejudice to, all rights against the Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by the Federal Agencies in Paragraph 19. Notwithstanding any other provision of this Settlement Agreement, the Federal Agencies reserve all rights against the Settling Party with respect to:

- a. liability for failure of the Settling Party to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Forest Service Past Response Costs or Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

21. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

## **IX. COVENANT NOT TO SUE BY THE SETTLING PARTY**

22. The Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Forest Service



Past Response Costs or Past Response Costs or this Settlement Agreement, including but not limited to:

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

b. any claims arising out of the response actions at the Site for which the Forest Service Past Response Costs or Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Colorado, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

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

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

24. The Settling Party agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to the Settling Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

25. The waiver in Paragraph 24 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION**

26. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27. The Federal Agencies and the Settling Party agree that the actions undertaken by the Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by the Settling Party. The Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

28. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Forest Service Past Response Costs and Past Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which the Settling Party has, as of the Effective Date, resolved its liability to the Federal Agencies for the Forest Service Past Response Costs and Past Response Costs.

29. The Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify the Federal Agencies in writing no later than 60 days prior to the initiation of such suit or claim. The Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement, it will notify the Federal Agencies in writing within 10 days of service of the complaint or claim upon it. In addition, the Settling Party shall notify the Federal Agencies within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

30. In any subsequent administrative or judicial proceeding initiated by the Federal Agencies, or by the United States on behalf of the Federal Agencies, for injunctive relief, recovery of response costs, or other relief relating to the Site, the Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by the Federal Agencies set forth in Section VII.

## **XI. RETENTION OF RECORDS**

31. Until ten (10) years after the Effective Date of this Settlement Agreement, Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

32. After the conclusion of the ten (10) year document retention period in the preceding paragraph, Settling Party shall notify EPA at least 90 days prior to the destruction of any such records and, upon request by EPA, the Settling Party shall deliver any such records to EPA. The Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. The Settling Party shall retain all records that it claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

33. The Settling Party hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States and that it has fully complied with any and all Federal Agency requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

## **XII. NOTICES AND SUBMISSIONS**

34. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to

the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to the Federal Agencies and the Settling Party.

As to EPA:

William Ross  
USEPA Region 8  
1595 Wynkoop Street (8ENF-RC)  
Denver, Colorado 80202-1129

and

Only for notice required by Paragraphs 13 and 16.c.:  
Martha Walker  
USEPA Region 8  
1595 Wynkoop Street (8TMS-F)  
Denver, Colorado 80202-1129

As to the Forest Service

Regional Environmental Engineer  
Rocky Mountain Region  
USDA Forest Service  
740 Simms Street, Room 309  
Golden, Colorado 80401

As to the Settling Party:

Doug Loutzenhiser, EVP  
Legacy Site Services LLC, agent for Arkema Inc.  
468 Thomas Jones Way, Suite 150  
Exton, PA 19341-2528  
(PH) 610-594-4424  
(Fax) 610-594-4439

### **XIII. INTEGRATION/APPENDIX**

35. This Settlement Agreement and its appendix constitute the final, complete and exclusive Settlement Agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, settlement agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendix is attached to and incorporated into this Settlement Agreement: "Appendix A" a map of the Site.

**XIV. PUBLIC COMMENT**

36. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the Federal Agencies may modify or withdraw their consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

**XV. EFFECTIVE DATE**

37. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8**

BY: Matthew Cohn

Matthew Cohn, Supervisory Attorney  
Legal Enforcement Program  
Office of Enforcement, Compliance and Environmental Justice

DATE: 4/30/09

BY: Kelcey Land

Kelcey Land, Acting Director  
Technical Enforcement Program  
Office of Enforcement, Compliance and Environmental Justice

DATE: 4/27/09

**UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – REGION 2**

BY: Rick D. Cables

Rick D. Cables  
Regional Forester  
Rocky Mountain Region  
USDA Forest Service

DATE: 4/15/09

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of  
Bueno Mill and Mine Site, Jamestown, Colorado  
Docket No.

**OZARK-MAHONING COMPANY and its parents DELAWARE CHEMICALS  
CORPORATION and ARKEMA INC.**

BY: Stan Beisert                      DATE: 4/13/09  
Stan Beisert  
President  
Legacy Site Services LLC, agent for Arkema Inc.  
1201 Louisiana, Suite 1800  
Houston, TX 77002



Jamestown

Buena Vista

Mill

Buena Vista

**URS**  
ENVIRONMENTAL  
CONSULTANTS

Buena Vista Mine and Mill Site  
Jamestown, Colorado

Figure 1. Site Location Map

105-81497-1  
105-76-0000-11

March 2006

