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U.S. V. MSP

Releaseable

Produced by MSP 9/93

*REQUIREMENT FOR
BORG-WARNER CHEMICAL
CONFIDENTIALITY AND WASTE
MANIFEST*

BORG-WARNER CHEMICAL, INC.

GBE 44702
CONFIDENTIAL

MSD071

0344

FL

US V. MSP Released
Produced by MSP-0/93
DATE: 11/11/93 BY: [redacted]
4
DOES = MONITOR CHEMICAL
DOES = MONITOR CHEMICAL WASTE
MANIFEST

Release

MSDO71

0000



To: 2138
Date: 4-11 Time: 10:30

WHILE YOU WERE OUT

M: Dennie Duvell
of: Borg-Warner Corp.
Phone: (661) 416-3002

Area Code	Number	Extension
TELEPHONED	PLEASE CALL	
CALLED TO SEE YOU	WILL CALL AGAIN	
WANTS TO SEE YOU	URGENT	

RETURNED YOUR CALL

Message: RE: Citation
received by a
carrier.
9:51 DCE called him
1:00 he was not in
but not in the call
Operator

GRE 44703

**AMPAD
EFFICIENCY®**

23-021

GBE 44703
CONFIDENTIAL
CARBONLESS

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MSP-9/93

Box 100
Request for
Production of
Documents
Produced by
MSP-9/93

MSD071

0346

FL

Dennie Dowell returned my call
today, 4/18/88 around 3:00 PM - he
said Henry Dillard was stopped 2 mi.
from plant (called it "harassment")
& cited - said it was raining & cop
thought truck or drum was leaking -
Charles never found leak - but
Dillard got a citation, also Borg-
Warner for a paperwork violation -
put "Waste PPE Contain. of solvent"
on manifest # 066601 - Ken Hanley
told him that MSP should have
caught the mistake also -
Borg Warner must pay a \$500 fine.
He wanted to let us know
b/c the citation contained some
strong language about suspending
the driver's license or seizing the

GBE 44704
CONFIDENTIAL

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U.S. V. MSP

Released by

Produced by MSP: 0/93

DOCS - WHEELER CHERRY
DOCS - FORD/DOCKE AND WASTE
MANIFEST

Truck's license plates.
Trooper Dale Hale 925-6113
Citation # 11407
Date 4/6/85
Reg. 172.202

He will be fax'ing the
report to us —

GBE 44705
CONFIDENTIAL

MSD071

0347

FL

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Produced by MFP 8/703

Box 14B Request 9
2086-UNIONED CHERRY
CROSS-BRIDGE - ROAD WASTE
MANIFEST

GBE 44706
CONFIDENTIAL

MSDO71



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US V. MSP

Produced by MSP 9/93

Releaseable

DO NOT WRITE IN THESE SPACES
DO NOT WRITE IN THESE SPACES
DO NOT WRITE IN THESE SPACES

BORG-WARNER CHEMICALS, INC.
BAYMAR PLANT
POST OFFICE BOX 2520
BAY ST. LOUIS, MISSISSIPPI 39521-2520

SHIPPING ADDRESS:

PORT BIENVILLE INDUSTRIAL PARK
PEARLINGTON, MISSISSIPPI 39572

TELECOPIER COVER LETTER

DATE: 4-18-88

TIME: 3:30

TO: Debra Eldredge

LOCATION: 504-749-8312

FROM: Dannie Dowell

LOCATION: Baymar

TOTAL NUMBER OF PAGES BEING SENT INCLUDING COVER LETTER: 3

WE ARE SENDING FROM A XEROX 7020 TELECOPIER, FULLY AUTOMATIC, WHICH WILL ADJUST TO THE SPEED OF YOUR MACHINE.

OUR TELECOPIER NUMBER: 601/466-3000.

YOU CAN VERIFY RECEIPT TO: 601/467-8210.

THANK YOU.

Form TCL

GBE 44707
CONFIDENTIAL

MSD071

0349

F

NOTICE: If the film image is less clear than this notice, it is due to the quality of the document being filmed



STATE OF LOUISIANA
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
OFFICE OF STATE POLICE
NOTICE OF VIOLATION,
PROPOSED FINDING AND PROPOSED CIVIL PENALTY
MARCH 31, 1988

REPORT #11407

Teletax

504-769-8312

BORG WARNER CHEM INC
P O BOX 2520
BAY ST LOUIS, MS 46782-10

IT IS ASSERTED THAT ON THE 14TH DAY OF JANUARY, 1988 AT 1251 HOURS, DILLARD, HENRY C OF PICAYUNE, MS, AN AGENT OF MARINE SHALE PROCESSORS INC OF MORGAN CITY, LA DID UNLAWFULLY OPERATE 85 FTRB, MS LICENSE #91788 PULLING TRAILER ME LICENSE #P35561 UPON A PUBLIC HIGHWAY IN LOUISIANA AT LA 3052 MP #1, IN VIOLATION OF LA R.S. 32:1501 ET SEQ. OR REGULATION(S) ADOPTED PURSUANT TO LA R.S. 32:1504, TO WIT;

REGULATION	VIOLATION	PENALTY
172.202	IMPROPER SHIPPING PAPERS	\$500.00

AS THE RESPONSIBLE PARTY IN THIS MATTER YOU ARE ENTITLED TO A HEARING, AS PROVIDED FOR IN LA R.S. 32:1512, TO PRESENT RELEVANT EVIDENCE CONCERNING ANY VIOLATION OR PENALTY. A REQUEST FOR THE HEARING MUST BE MADE IN WRITING AND POSTMARKED OR RECEIVED WITHIN 30 CALENDAR DAYS FROM RECEIPT OF THIS NOTICE. IF YOU FAIL TO TIMELY REQUEST A HEARING, THE PENALTY WILL BECOME FINAL AFTER THE 30TH DAY AND ANY MONETARY PENALTY MUST THEN BE PAID.

PLEASE REMIT THE PROPOSED MONETARY PENALTY IF AN AMOUNT IS NOTED OR, IF DESIRED, REQUEST A HEARING TO THE ATTENTION OF THE MOTOR CARRIER SAFETY UNIT AT THE POST OFFICE BOX LISTED BELOW. IN ANY REPLY TO THIS NOTICE, PLEASE REFER TO REPORT #11407. AS SUCH, THIS TICKET NUMBER SHOULD BE NOTED ON YOUR HEARING REQUEST, OR YOUR CERTIFIED CHECK OR MONEY ORDER WHICH IS TO BE MADE PAYABLE TO:

LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS.

TO ENFORCE THE COLLECTION OF ANY MONETARY PENALTY, THE DEPARTMENT MAY ORDER THE REMOVAL OF THE OFFENDING VEHICLE'S LICENSE TAG OR SEIZURE OF THE VEHICLE, OR SUSPEND THE OPERATOR'S LICENSE OF AN OFFENDING DRIVER.

YOU ARE FURTHER DIRECTED TO CORRECT THE CAPTIONED PRACTICE OR DISCREPANCY IMMEDIATELY AND TAKE STEPS TO AVOID ANY RECURRENCE. FUTURE VIOLATION OF THE REGULATIONS WILL RESULT IN OTHER ACTION BY THE DEPARTMENT WITH POSSIBLE ASSESSMENT OF AN ENHANCED CIVIL PENALTY.

FOR THE SECRETARY,

D. A. Hall
TFC D. A. HALL
MOTOR CARRIER SAFETY UNIT
504-925-6113

Called - 4-7-88 - No Response

4-8-88 - " "

4-11-88 - 10:30 No Response

4-12-88 14:03 " "

4-22-88 Trooper Hall Called Me

Dale Trooper Hall

GBE 44708
CONFIDENTIAL

P. O. BOX 66614, BATON ROUGE, LOUISIANA 70896

145

MSD071

0350

US V. MSP
Produced by MSP 9/93
Request 9/93
BORG WARNER CHEMICAL
COULD ESTABLISH WASTE
MANIFEST

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
HAZARDOUS WASTE DIVISION
P.O. BOX 44907
BATON ROUGE, LOUISIANA 70804

RECYCLE / REUSE

MANIFEST NO 066601

Form Approved, OMB No. 2060-0039, Expires 8-30-88

Reprint of type (Form designed for use on nine (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. M S D 0 0 0 7 4 2 6 6 8 0 0 1 8 8		2. Page 1 1 of 1		Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address Borg-Warner Chemicals, Inc. Post Office Box 2520 Bay St. Louis, MS 39521-2520 4. Generator's Phone (601) 467-8210				A. State Manifest Document Number			
5. Transporter 1 Company Name Marine Shale Processors, Inc. 6. US EPA ID Number L A D 9 8 1 1 0 5 7 1 7 1 0 6				C. State Transporter's ID			
7. Transporter 2 Company Name				D. Transporter's Phone 504/631-3626			
8. Designated Facility Name and Site Address MARINE SHALE PROCESSORS, INC. HIGHWAY 90 EAST MORGAN CITY, LOUISIANA 70380 9. US EPA ID Number L A D 9 8 1 1 0 5 7 1 7 1 0 6				E. State Transporter's ID			
				F. Transporter's Phone			
				G. State Facility's ID			
				H. Facility's Phone (504) 631-3828			
11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers		13. Total Quantity		14. Unit	
a. Waste PPE contaminated with Solvents and Copper Sulfide, Flammable, UN-1206.		No. Type		Estimated		D-001/R	
		1 8 D M		3 2 0 0 0		U-220/R	
b. Waste Solvent and Water Mixture, Flammable, UN-1206.				Estimated		D-001/R	
		2 8 D M		1 1 2 0 0 0		U-220/R	
c. Waste Copper Sulfide contaminated with Solvents, Flammable, UN-1206.				Estimated		D-001/R	
		2 6 D M		1 1 0 0 0 0		U-220/R	
d. Waste PPE Oligomers/Solvents/Water Mixture, Flammable, N.O.S., UN-1206.				Estimated		D-001/R	
		1 3 D M		5 2 0 0 0		U-220/R	
15. Additional Descriptions for Materials Listed Above				16. Handling Codes for Wastes Listed Above			
a. BWC-874173							
b. BWC-874566							
c. BWC-874565							
d. BWC-874566							
17. Special Handling Instructions and Additional Information In case of an emergency, please notify Borg-Warner Chemicals, Inc., 601/467-8210, or Marine Shale Processors, Inc., 504/631-3626.							
18. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment. OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.							
Printed/Typed Name Dennie L. Dowell				Signature Dennie L. Dowell Month Day Year 10 1 14 8 8			
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name Henry Dillard				Signature Henry C. Dillard Month Day Year 10 1 14 8 8			
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name				Signature Month Day Year			
19. Discrepancy Indication Space GBE 44709 CONFIDENTIAL							
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 19. Printed/Typed Name DON L COLE Signature Don L Cole Month Day Year 11 11 4 8 8							

EPA Form 8700-22 (Rev. 9/85) Original-GO, Green-Generator's 2nd, Yellow-Disposer, Pink-Transporter, Gold-Generator 1st

DEQ FORM HW-3 (R 9/85)

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US V. MSP

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Release Date

Request for Release of Information
BORG-WARNER CHEMICALS
HAZARDOUS WASTE
MANIFEST

MSD071

035111

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US V. MSP

Produced by MAP 9/93

Releaseable

Box 143 Request for Release of Information
BORG-WARNER CHEMICALS
P.O. BOX 2520
BAY ST. LOUIS, MISSISSIPPI 39521-2520

BORG-WARNER CHEMICALS, INC.
BAYMAR PLANT
POST OFFICE BOX 2520
BAY ST. LOUIS, MISSISSIPPI 39521-2520

SHIPPING ADDRESS:

PORT BIENVILLE INDUSTRIAL PARK
PEARLINGTON, MISSISSIPPI 39572

TELECOPIER COVER LETTER

DATE: 4-18-88

TIME: 3:30

TO: Debra Eldredge

LOCATION: 504-749-5312

FROM: Dennie Dowell

LOCATION: Baymar

TOTAL NUMBER OF PAGES BEING SENT INCLUDING COVER LETTER: 3

WE ARE SENDING FROM A XEROX 7020 TELECOPIER, FULLY AUTOMATIC, WHICH WILL ADJUST TO THE SPEED OF YOUR MACHINE.

OUR TELECOPIER NUMBER: 601/466-3000.

YOU CAN VERIFY RECEIPT TO: 601/467-8210.

THANK YOU.

Form TCL

GBE 44710
CONFIDENTIAL

MSD071

0352

F

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STATE OF LOUISIANA
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
OFFICE OF STATE POLICE
NOTICE OF VIOLATION
PROPOSED FINDING AND PROPOSED CIVIL PENALTY
MARCH 31, 1988

REPORT #11407

Teletax

504-769-8312

BORG WARNER CHEM INC
P O BOX 2520
BAY ST LOUIS, MS 46782-10

IT IS ASSERTED THAT ON THE 14TH DAY OF JANUARY, 1988 AT 1251 HOURS, DILLARD, HENRY C OF PICAYUNE, MS, AN AGENT OF MARINE SHALE PROCESSORS INC OF MORGAN CITY, LA DID UNLAWFULLY OPERATE 85 PTRB, MS LICENSE #91788 PULLING TRAILER ME LICENSE #P35561 UPON A PUBLIC HIGHWAY IN LOUISIANA AT LA 3052 MP #1, IN VIOLATION OF LA R.S. 32:1501 ET SEQ. OR REGULATION(S) ADOPTED PURSUANT TO LA R.S. 32:1504, TO WIT;

REGULATION	VIOLATION	PENALTY
172.202	IMPROPER SHIPPING PAPERS	\$500.00

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LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS.

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FOR THE SECRETARY,

R. A. Hall
TFC D. A. HALL

MOTOR CARRIER SAFETY UNIT
504-925-6113

Called - 4-7-88 - No Response

4-8-88 - "

4-11-88 - 10:30 No Response

4-12-88 14:03 - "

4-12-88 14:05 - Busy

4-22-88 Trooper Hall Called ME

P. O. BOX 66614, BATON ROUGE, LOUISIANA 70896

GBE 44711
CONFIDENTIAL

145

MSD071

0353

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US V. MSP
Produced by MSP 9/93
Released by
Requester's Name
Requester's Address
Requester's Phone
Requester's Fax

MSD071

0354

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
HAZARDOUS WASTE DIVISION
P.O. BOX 44307
BATON ROUGE, LOUISIANA 70804

RECYCLE / REUSE
MANIFEST NO 066601

Form Approved, OMB No. 2060-0039, Expires 9-30-88

Print of type (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.		Manifest Date		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.					
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5. Transporter 1 Company Name Marine Shale Processors, Inc.						B. State Generator's ID							
6. US EPA ID Number LIAID9811051717016						C. State Transporter's ID							
7. Transporter 2 Company Name						D. Transporter's Phone 504/631-3626							
8. US EPA ID Number						E. State Transporter's ID							
9. Designated Facility Name and Site Address MARINE SHALE PROCESSORS, INC. HIGHWAY 90 EAST MORGAN CITY, LOUISIANA 70380						F. Transporter's Phone							
10. US EPA ID Number LIAID9811051717016						G. State Facility's ID							
11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)						12. Containers		13. Total Quantity					
a. Waste PPE contaminated with Solvents and Copper Sulfide, Flammable, UN-1206.						No. Type		Estimated					
						1 8 DIM		3 2 0 0 P					
b. Waste Solvent and Water Mixture, Flammable, UN-1206.						2 8 DIM		1 1 2 0 0 P					
c. Waste Copper Sulfide contaminated with Solvents, Flammable, UN-1206.						2 6 DIM		1 1 0 0 0 P					
d. Waste PPE Oligomers/Solvents/Water Mixture, Flammable, N.O.S., UN-1206.						1 3 DIM		5 2 0 0 P					
14. Additional Descriptions for Materials Listed Above						15. Handling Codes for Wastes Listed Above							
a. BWC-874173													
b. BWC-874564													
c. BWC-874565													
d. BWC-874566													
16. Special Handling Instructions and Additional Information In case of an emergency, please notify Borg-Warner Chemicals, Inc., 601/467-8210, or Marine Shale Processors, Inc., 504/631-3626.													
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Printed/Typed Name Dennie L. Dowell						Signature <i>Dennie L. Dowell</i>		Month Day Year 01/14/88					
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name Henry Dillard						Signature <i>Henry C. Dillard</i>		Month Day Year 01/14/88					
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name						Signature		Month Day Year					
19. Discrepancy Indication Space GBE 44712 CONFIDENTIAL													
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19. Printed/Typed Name DON L COLE										Signature <i>Don L Cole</i>		Month Day Year 1/14/88	

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BORG-WARNER CHEMICALS, INC.
RAYMAR PLANT
POST OFFICE BOX 2520
347 ST. LOUIS, MISSISSIPPI 39521-2520

SHIPPING & DELIVERY
PORT BREVILLE INDUSTRIAL PARK
PEARLINGTON, MISSISSIPPI 39212

TELECOPIER COVER LETTER

DATE: 4-13-88

TIME: 3:30

TO: Debra Elledge

LOCATION: San Antonio - 3B

FROM: Dennie Dowell

LOCATION: Bureau

TOTAL NUMBER OF PAGES BEING SENT INCLUDING COVER LETTER: 3

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OUR TELECOPIER NUMBER: 601/466-3000.

YOU CAN VERIFY RECEIPT TO: 601/467-8210.

THANK YOU.

Form TCL

GBE 44713
CONFIDENTIAL

US V. MDP
Produced by MDP 9/93
Releaseable
Box 44713
BORG-WARNER CHEMICALS
CONFIDENTIAL AND WASTE
MANIFEST

MSD071

0355

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STATE OF LOUISIANA
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
OFFICE OF STATE POLICE
NOTICE OF VIOLATION
PROPOSED FINDING AND PROPOSED CIVIL PENALTY
MARCH 31, 1988

REPORT #11467

Teletex

504-769-9312

SORG WARNER CHEM INC
P O BOX 2520
SAY ST LOUIS, MS 46782-10

IT IS ASSERTED THAT ON THE 14TH DAY OF JANUARY, 1988 AT 1251 HOURS, DILLARD, HENRY C OF PICAYUNE, MS, AN AGENT OF MARINE SHALE PROCESSORS INC OF MORGAN CITY, LA DID UNLAWFULLY OPERATE 85 PTRB, MS LICENSE #91788 PULLING TRAILER ME LICENSE #P35561 UPON A PUBLIC HIGHWAY IN LOUISIANA AT LA 3052 MP #1, IN VIOLATION OF LA R.S. 32:1501 ET SEQ. OR REGULATION(S) ADOPTED PURSUANT TO LA R.S. 32:1504, TO WIT;

REGULATION	VIOLATION	PENALTY
172.202	IMPROPER SHIPPING PAPERS	\$500.00

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FOR THE SECRETARY,

D. A. Hall
TFC D. A. HALL
MOTOR CARRIER SAFETY UNIT
504-925-6113

Called - 4-7-88 - No Response
4-8-88 - "
4-11-88 - 10:30 No Response
14 03 "
4-12-88 14 05 - Busy
4-22-88 Trooper Hall Called me

1-18
TROOPER HALL

GBE 44714
CONFIDENTIAL

P. O. BOX 66614, BATON ROUGE, LOUISIANA 70896

1-5

US V. MBP
Produced by MBP 9/93
Released
DO NOT WRITE OR SIGN
OR SIGNATURE AND WASTE
MAIN-1-53

MSD071

0356

Releasable

MSDO 71

0357

DEC FORM 495 E : 6

US V. MRP
Produced by MRP 6/03
Request #
DOES WASTE CHURNING
WASTE WASTE
MAIN LINE

MSDO71

0458

FEDERAL EXPRESS 62748M		QUESTIONS? CALL 800-238-5355 TOLL FREE. DATE: 1/10/1989		AIRBILL NUMBER 1319326111	
From (Your Name) Company STREET ADDRESS STREET ADDRESS CITY STATE ZIP		House Phone Number (Very Important) Department/Floor No To (Recipient's Name) Company Street Address (Box of P.O. Boxes or P.O. Zip Codes With Delivery and Receipt in Extra Charge) CITY STATE ZIP		Recipient's Phone Number (Very Important) Department/Floor No Recipient's Street Address Zip Required (No P.O. Box or Zip Code) CITY STATE ZIP	
YOUR BILLING REFERENCE INFORMATION (FIRST 24 CHARACTERS WILL APPEAR ON INVOICE)					
PAYMENT <input checked="" type="checkbox"/> Bill Sender <input type="checkbox"/> Bill Recipient's FedEx Acct. No. <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. <input type="checkbox"/> Bill Credit Card <input type="checkbox"/> Cash		HOLD FOR PICK-UP AT THIS FEDERAL EXPRESS LOCATION: Street Address (Base Service Office or Call 800-238-5355) CITY STATE ZIP		Federal Express Use Base Charges Declared Value Charge Origin Agent Charge Other Total Charges	
SERVICES CHECK ONLY ONE BOX 1 <input type="checkbox"/> PRIORITY 1 OVERNIGHT LETTER 2 <input type="checkbox"/> COURIER PAK OVERNIGHT ENVELOPE 12" x 15" 3 <input type="checkbox"/> OVERNIGHT BOX 17 1/2" x 17 1/2" x 3" 4 <input type="checkbox"/> OVERNIGHT TUBE 36" x 6" x 6" 5 <input type="checkbox"/> STANDARD AIR DELIVERY not later than second business day		DELIVERY AND SPECIAL HANDLING CHECK SERVICES REQUIRED 1 <input type="checkbox"/> DEL FOR PLE-UP 2 <input checked="" type="checkbox"/> DELIVER WEEKDAY 3 <input type="checkbox"/> DELIVER SATURDAY 4 <input type="checkbox"/> RESTRICTED ACCESS SERVICE 5 <input type="checkbox"/> CONTAINER DELIVERY (LARGE, MEDIUM, SMALL) 6 <input type="checkbox"/> RETEX 7 <input type="checkbox"/> EXTRA SPECIAL SERVICE 8 <input type="checkbox"/> SPECIAL DELIVERY 9 <input type="checkbox"/> SPECIAL DELIVERY 10 <input type="checkbox"/> SPECIAL DELIVERY		EMPLOYEE INFORMATION <input type="checkbox"/> Cash Received <input type="checkbox"/> Return Shipment <input type="checkbox"/> Test Only <input type="checkbox"/> Chg. To Del. <input type="checkbox"/> Chg. To Hold Street Address CITY STATE ZIP Received By Date/Time Received Federal Express Corp. Employee No.	
SPECIAL SERVICE COMMITMENT PRIORITY 1 Delivery is scheduled only next business morning at most locations. It may take less or more business days if the destination is outside our primary service area. STANDARD AIR - Delivery is generally next business day or not later than second business day. It may take three or more business days if the destination is outside our primary service area.		Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom. Release Signature:		CONFIDENTIAL GBE 44716 CONFIDENTIAL	

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U.S. V. MRP

Releaseable

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DO NOT WRITE OR SIGN
THIS DOCUMENT
UNLESS IT IS
NECESSARY

MSD071

0359



**BorgWarner
Chemicals**

**SHIPPING
AUTHORIZATION** NO. 45523

CONFIDENTIAL
GBE 44717

Customer Name:
Marine Shell Refineries, Inc.
1145 One Calais Avenue
Baton Rouge, LA 70801

CUSTOMER ORDER NO. **N/A**

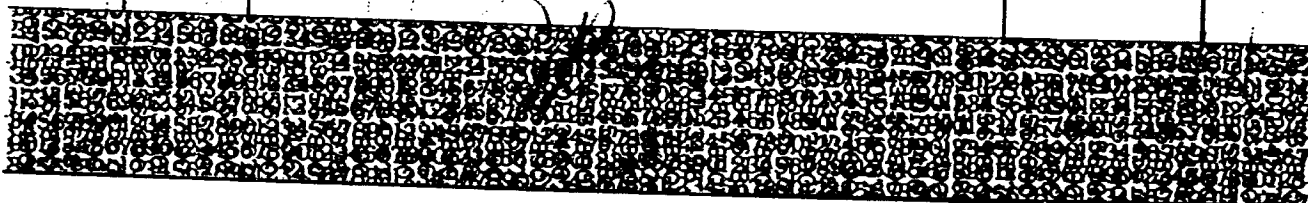
BORG-WARNER CHEMICALS, INC.
ORDER/P.O. NO.

SHIP FROM ☐ WASHINGTON, WV ☒ OTHER **Baymar**

PPD ☐ COLL ☐ DATE **3/16/87**



QUANTITY	UNIT OF MEAS	DESCRIPTION	NO. & TYPE CONTAIN	VALUE
1	Quart	Sample of Oligomer for Lab Analysis (Non Hazardous)	1 quart jar	0



PACKING LIST

Form - 1180 Rev. 1/85

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Borg-Warner
Chemicals,
Inc.

P.O. Drawer N

Waveland
Mississippi
39576

Telephone
601-467-6210



**BorgWarner
Chemicals**

April 7, 1987

Mr. Kenneth Hanley
Technical Sales Representative
Marine Shale Processors, Inc.
8146 One Calas Avenue
Baton Rouge, LA 70809

Dear Mr. Hanley:

In preparation for our plant to conduct business with your company, we are requesting that an authorized person with Marine Shale Processors review and sign the following (attached):

- (1) Exhibit A, Insurance Agreement
- (2) Exhibit B, Contractor's Safety Agreement (2)
- (3) Confidentiality Agreement
- (4) Secrecy Agreement

If possible, please have proper approvals of the above and a copy of "Certificate of Insurance" available for us on April 9, 1987.

Leo Kowal and I are looking forward to meeting you and visiting your facility in Morgan City.

Thanks for your cooperation.

Sincerely,

Dennie L. Howell
Dennie L. Howell
Manager, Environments

DLD:slh

cc: L. B. Kowal, Baymar Plant Manager

RECEIVED APR 8 1987

GBE 44718
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Request 'Chemicals'
DO NOT REMOVE FROM FILE
MANIFEST

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Borg-Warner
Chemicals,
Inc.

P.O. Drawer N

Waveland
Mississippi
39576

Telephone
601-467-8210



**BorgWarner
Chemicals**

Please sign and return all agreements, including both copies of Secrecy and Confidentiality Agreements, we will get appropriate B-W signatures and return to you.

Please forward to us a copy of your current Certificate of Insurance for our files.

If you have any questions, please call me.

Georgette H. Cox
Georgette H. Cox
Buyer

GHC/dp
Baymar Plant

GBE 44719
CONFIDENTIAL

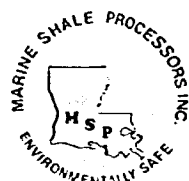
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DOCS - P/PLER CHANDLER
MANIFEST

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**ARINE
HALE
PROCESSORS
INC.**

SALES OFFICE • 8146 ONE CALAIS AVENUE • SUITE 107 • BATON ROUGE, LOUISIANA 70809 • (504) 767-0984

April 9, 1987

Mr. Dennie L. Dowell
Manager, Environments
Borg-Warner Chemicals Inc.
Port Bienville Industrial Park
Pearlington, Mississippi 39572

Re: Contractor's Documents

Dear Mr. Dowell:

Enclosed herewith you will find the following documents which I have executed on behalf of Marine Shale Processors, Inc.

1. Exhibit A, Insurance Agreement
2. Insurance Certificates
3. Exhibit B, Contractor's Safety Agreement
4. Confidentiality Agreement
5. Secrecy Agreement

You will note that I did not fill in the blanks in Exhibit A, Insurance Agreement. It appears to me that these blanks are normally completed and the documents signed by a Borg-Warner representative prior to submission to the contractor. Please fill in the blanks as appropriate or contact me at (504) 767-7290.

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CONFIDENTIALITY AND WASTE
MANAGEMENT

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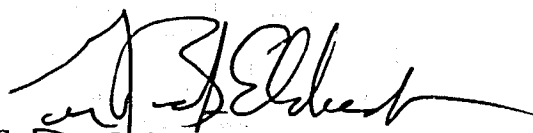
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Mr. Dennie L. Dowell
April 9, 1987
Page 2

Marine Shale Processors, Inc. looks forward to having
Borg-Warner Chemicals as one of our customers. If I can provide
any information or further assistance to you, please do not
hesitate to call me or your Technical Sales Representative, Mr.
Kenneth Hanley.

Sincerely,



George Badge Eldredge
Vice President

GBE/bts

Enclosures

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Request
BORG-WARNER CHEMICALS
CORPORATION
MANITOWISH

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MIS16JMW851076

EXHIBIT A
INSURANCE AGREEMENT

Attention:

Gentlemen:

In addition to the terms and conditions on the face or reverse side of the attached inquiry or Purchase Order, the following terms and conditions are hereby incorporated by reference as a part of such Purchase Orders as we may issue to you.

- (1) You agree that your written acceptance of any Borg-Warner Purchase Order, or partial performance of any services required by it, will constitute an unqualified acceptance of the terms and conditions contained in this Letter Agreement.
- (2) You agree to indemnify, release, defend and save harmless Borg-Warner, its directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities resulting from the death or injury to any person, including your officers and employees and those of Borg-Warner, or damage to any property, including your property and that of Borg-Warner, arising out of or in any way connected with the performance of or the furnishing of services or products as more fully described in Borg-Warner Purchase Orders that may be issued to you.
- (3) You agree to furnish Borg-Warner with Certificates of Insurance in companies acceptable to Borg-Warner evidencing the following coverages with limits not less than those hereinafter stated:
 - a. Workmen's Compensation and Occupational Diseases in statutory limits in accordance with applicable state or federal law.
 - b. Employer's Liability with a minimum limit of not less than
☐ \$1,000,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000
 - c. Comprehensive General Bodily Injury and Property Damage and Automobile Liability Insurance.
☐ 1. Insurance covering all operations including products liability and all assumed contractual obligations under this agreement in limits of \$500,000/\$1,000,000/\$1,000,000 aggregate per occurrence Bodily Injury and \$1,000,000/\$1,000,000 aggregate per occurrence Property Damage.

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CORPORATION
CHRYSLER
MANITIS

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Request 4
BORG-WARNER
COPIES FOR THE
PRINTS

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- ☐ 2. Insurance in limits of \$1,000,000/\$1,000,000 per occurrence Bodily Injury and \$1,000,000 per occurrence Property Damage covering all owned, non-owned and hired vehicles used by you in connection with work to be performed under this agreement.
- ☐ 3. Insurance in limits of \$1,000,000/\$1,000,000 per occurrence Bodily Injury and \$1,000,000 per occurrence Property Damage covering all owned, non-owned and hired vehicles used by us in connection with work to be performed under this agreement.

Such insurance shall not be subject to change or cancellation except by registered notice to Borg-Warner at least ten (10) days prior to the effective date of such change or cancellation.

- (4) You agree at all times while you are on Borg-Warner Premises, and during all times while you are performing any services for Borg-Warner, that you will strictly comply with all of Borg-Warner's safety regulations set forth in the attachment hereto as Exhibit "8" entitled "Safety Agreement." You further agree to be responsible for, and require each and every one of your subcontractors, materialmen, and the like performing services under each and every Purchase Order issued to you by Borg-Warner to strictly comply with such Safety Agreement while on Borg-Warner premises and while performing services for Borg-Warner.
- (5) You expressly agree that no lien shall attach to any real property, buildings, structures or other improvements owned by or in the custody of Borg-Warner, either on your behalf or on behalf of your subcontractors, mechanics, journeymen, laborers, materialmen, or persons performing labor or furnishing materials and machinery pursuant to Borg-Warner Purchase Orders as may be issued to you. You do hereby expressly waive all rights to any such liens under the laws of the State in which you are performing the services to Borg-Warner for and on behalf of yourself and all others performing and/or furnishing such labor and materials as mentioned above in any form or manner whatsoever. You further agree to indemnify and hold Borg-Warner harmless from any costs, expenses, attorneys' fees, losses or damages resulting from the filling of any liens by yourself, your subcontractors or any other persons furnishing labor or materials pursuant to any Borg-Warner Purchase Order issued to you.
- (6) Upon request by Borg-Warner, you agree to notify Borg-Warner, in writing, of the names of any subcontractors you have used, you are using, or that you propose to use, for any part of the services covered by Borg-Warner Purchase Orders. You further agree not to employ any such subcontractor which Borg-Warner may object to for any reason whatsoever.

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Request 9/93
BORG-WARNER CHEMICALS
COAST GUARD WASTE
MANIFEST

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(7) You further agree that you are as fully responsible to Borg-Warner for the actions and omissions of your subcontractors, or any persons directly or indirectly employed by them, as you are for the actions and omissions of persons employed by you and will require them to provide insurance coverages as described in Paragraph (3).

(8) You understand and agree that a fully-executed copy of this letter Agreement must be returned to Borg-Warner Chemicals, (location designated below) within this letter.

- | | | |
|---|---|---|
| <input type="checkbox"/> International Center
P. O. Box 1868
Parkersburg, WV 26102 | <input type="checkbox"/> P. O. Box 658
Canal Road
Ottawa, IL 61350 | <input type="checkbox"/> 1000 DuPont Road
Building 816
Morgantown Industrial Park
Morgantown, WV 26505 |
| <input type="checkbox"/> Engineering Department
P. O. Box 959
Parkersburg, WV 26101 | <input type="checkbox"/> P. O. Box 449
1000 Factory Lane
Oxnard, CA 93030 | |
| <input type="checkbox"/> P. O. Box N
Waveland, MS 39576 | <input type="checkbox"/> P. O. Box 10
Coburg, Ontario, Canada
K9A 4K2 | |
| <input type="checkbox"/> P. O. Box 68
Washington, WV 26181 | <input type="checkbox"/> Technical Centre
Washington, WV 26181 | |

Please return the original copy of this exhibit properly executed, one copy of the signed "Safety Agreement," and one copy of the Certificate of Insurance to this office. This letter shall then constitute a binding agreement between our respective companies.

Very truly yours,

BORG-WARNER CHEMICALS

By _____
Its _____
Date _____

AGREED TO, this 9th Day of April, 19 87

By [Signature]
CONTRACTOR SIGN HERE Company Marine Shale Processors, Inc.

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Box 144
Request 1/9
BOS - WAREHOUSE CHIEF
CORRESPONDENCE HAND WASTE
MANIFEST

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0367

PRODUCER		09/05/86				
Corroon & Black of Louisiana, Inc. P. O. Box 30649 New Orleans, LA 70190		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY LETTER A	Fireman's Fund Insurance Company			
		COMPANY LETTER B	National Union Fire Insurance Company			
		COMPANY LETTER C				
INSURED Marine Shale Processors, Inc./ Blast Abrasives, Inc. Rural Route 5, Box 756 Morgan City, LA 70380		COMPANY LETTER D				
		COMPANY LETTER E				
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.						
CO LTA	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
B	GENERAL LIABILITY	#EGA 154 2732 RA	2/1/86	2/1/87	EACH OCCURRENCE	
	COMPREHENSIVE FORM				AGGREGATE	
	PREMISES OPERATIONS					
	UNDERGROUND					
	EXPLOSION & COLLAPSE HAZARD					
	PRODUCTS/COMPLETED OPERATIONS					
	CONTRACTUAL					
	INDEPENDENT CONTRACTORS					
A	EXCESS LIABILITY	#297 WC 80170718	7/31/86	7/31/87	PERSONAL INJURY	
	UMBRELLA FORM					
	OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS (PRIV. PASS)					
	ALL OWNED AUTOS (OTHER THAN PRIV. PASS)					
	HIRE AUTOS					
A	NON-OWNED AUTOS				STATUTORY	
	GARAGE LIABILITY					
	PROPERTY DAMAGE					
	BI & PD COMBINED					
	BI & PD COMBINED					
	BI & PD COMBINED					
	BI & PD COMBINED					
	BI & PD COMBINED					
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
GBE 44725 CONFIDENTIAL						
George Eldredge 8146 One Calais Baton Rouge, LA 70809		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL N/A DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHOR: [Signature] Corroon & Black of LA., Inc.				

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OCORD

Certificate of Insurance

NAME AND ADDRESS OF AGENCY

LOUISIANA RISK MANAGERS, INC.
3224 26TH STREET, SUITE 104
METAIRIE, LA 70002
504-836-6969

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	U S FIRE INSURANCE COMPANY
COMPANY LETTER	B	NATIONAL UNION FIRE INSURANCE COMPANY
COMPANY LETTER	C	AMERICAN LLOYDS
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

MARINE SHALE PROCESSORS, INC.
P. O. BOX 1649
SLIDELL, LA 70459

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
C	GENERAL LIABILITY	CP 000076	1-1-88	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES - OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
A	<input checked="" type="checkbox"/> PRODUCTS COMPLETED OPERATIONS HAZARD	125 00 5985-1	7-9-87	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
B	AUTOMOBILE LIABILITY	PLL7077161	10-1-87	PERSONAL INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM					
	<input checked="" type="checkbox"/> OWNED					
	<input checked="" type="checkbox"/> HIRED					
	<input checked="" type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> UMBRELLA FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM			PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 5,000	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	OTHER POLLUTION LEGAL LIABILITY			STATUTORY	\$	

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

STORAGE & PROCESSING OF HAZARDOUS WASTE & NON HAZARDOUS OILFIELD WASTE

APPLIES TO SPECIFIC VEHICLES AND OWNED HIRED AND NON OWNED VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

MARINE SHALE PROCESSORS, INC.
8146 ONE CALAIS AVENUE
SUITE 107
BATON ROUGE, LA 70809

DATE ISSUED: 3-12-87

William W. McPherson
AUTHORIZED REPRESENTATIVE

GBE 44726
CONFIDENTIAL

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Request for Release
Box 3 - Winkler Chemical
Corrosive, Volatile and Waste
Hazardous

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US V. M.B.P.

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Box 48
BORG-WARNER CHEMICALS
CORPORATION
INDIANAPOLIS, IN
46201-0048

EXHIBIT B CONTRACTOR'S SAFETY AGREEMENT

The passage of the Federal Construction Safety Act in 1969 and the Occupational Safety and Health Act in 1970 provides for on-the-job safety and health protection for all employees. Borg-Warner Chemicals recognizes the importance of job environment hazard control and advises all contractors that job hazards not covered in the Code of Federal Regulations Title 29, Chapter XVII, Part 1926 Construction Regulations, but covered by Part 1910 OSHA Standards is considered as applying to contractors by OSHA compliance officers.

OSHA holds the employer responsible for permitting their employees to be exposed to job hazards. Borg-Warner Chemicals expects the contractor and subcontractors, if any, to assume all obligations prescribed as employer obligations under OSHA Regulations. The contractor(s) shall adhere to all applicable Federal, State and/or Local statutes and codes concerned with safety and health requirements. Borg-Warner Chemicals is to be indemnified if any contractor(s) actions or omissions cause a loss, penalty, or other liability to be incurred.

It is Borg-Warner Chemicals intention to control recognized job hazards and by so doing prevent injuries to employees. The exercise of such control shall not excuse the contractor(s) of total responsibility for the safety of his (their) workmen. The prime contractor has the entire responsibility for hazard control covering the work under the contract (including subcontractors, if any). It is the responsibility of the contractor to provide his employees with a safe working environment and, at the same time, not endanger others that may enter the work area. It is the responsibility of the contractor to enforce all safety requirements and provide the equipment, etc. required to assure a safe working environment. These responsibilities cannot be delegated or contracted away.

When the contract requires working directly with plant personnel, plant safety rules and procedures established by Borg-Warner Chemicals to assure a safe working environment must also be adhered to. When reasonably possible separate and/or isolated work areas will be established.

Due to the special nature of many of our operations the following instructions are to be followed in addition to the requirements of the applicable Local, State and/or Federal requirements:

Underground Service Hazards

To assure that no underground service such as power cables, sewers, or fire lines, etc., are in the area the Borg-Warner Chemicals Project Engineer or his assignee must approve, before starting, any excavating, driving of objects into the ground or through floors, or the hauling or dumping of heavy loads.

Hand, excavation must be used to locate underground service in the area before proceeding with mechanical means. Excavation safety is the responsibility of the contractor(s).

- Clearance from the Borg-Warner Chemicals Project Engineer or his assignee must be obtained before shutting off any utility or service.
- PERMISSION FROM THE BORG-WARNER CHEMICALS PROJECT ENGINEER OR HIS ASSIGNEE MUST BE OBTAINED IN WRITING BEFORE SHUTTING OFF OR PLACING OUT OF SERVICE ANY FIRE PROTECTIVE DEVICE OR SERVICE. NO FIRE HYDRANT, POST INDICATOR VALVE, OR OTHER PORTION OF THE PLANT FIRE SYSTEM SHALL BE USED OR OPERATED BY CONTRACT OR CONSTRUCTION WORKERS.

Leaving Job Before Completion

When it is necessary within an existing Borg-Warner Chemicals unit to leave a job before completion, all material, rigging, boards, loose nails, and other debris must be carefully removed from the floor. There shall be no materials or equipment left overhead or on the roof unless it is secured in place. Adequate barricades and warnings must be erected at all openings, excavations and obstructions. Any equipment left on the site will be adequately secured.

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BOB-WARNER CHEMICALS
CORPORATION
MANUFACTURING WASTE

MSD071

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Completion of Job

The Contractor when working within existing Borg-Warner Chemicals units shall not allow waste material or rubbish to accumulate in or about the premises, but shall remove the same promptly, as the Project Engineer may direct. After the completion of the work, the Contractor shall thoroughly remove all rubbish from and about the work and shall promptly remove all equipment, tools, scaffolding and surplus materials, and shall leave the work area clean and ready for use. In case of failure of the Contractor to so remove such rubbish, equipment, tools, scaffolding and surplus materials Borg-Warner Chemicals may remove same at the Contractor's expense.

Restrictions

No contract employee will be allowed entry into a production area without a pass. Passes for contract workers will be provided by a Borg-Warner Chemicals Project Engineer or where applicable, the Maintenance Supervisor, and will limit the workers presence to a specific work area.

Contractor is not to move a piece of Borg-Warner Chemicals equipment, such as a machine, crane, tractor or fork truck. The Borg-Warner Chemicals foreman must be requested to have such equipment moved.

Trucks or other vehicles being operated on Borg-Warner Chemicals premises must be operated safely at all times, and stored in authorized places as directed by the Borg-Warner Chemicals Project Engineer.

Vehicles inside the perimeter fence shall not block roads, fire lanes, or pedestrian walkways at any time. Park only on roads or assigned areas.

Smoking is permitted in designated areas only, as assigned. Smoking in construction areas within existing Borg-Warner Chemicals units will be restricted to designated sub-areas or to where smoke rooms are provided.

IN THE EVENT OF FIRE, WORKERS WILL IMMEDIATELY SHUT OFF ELECTRIC MOTORS ENGINES AND SPARKING TOOLS AND REPORT TO THEIR FOREMAN OR SUPERVISOR FOR EVACUATION INSTRUCTIONS. DRILLS WILL BE OBSERVED BY ALL WORKERS BY CARRYING OUT LOCAL PLANT PROCEDURES FOR AN ACTUAL FIRE ALARM.

Insurance Coverage

Proof of satisfactory insurance coverage, including liability and workman's compensation must be furnished by the Contractor and accepted by the Purchasing Department before any work is started.

The above SAFETY AGREEMENT has been read and their conditions are hereby accepted by the undersigned on behalf of himself (or itself) and his (or its) employees, agents and subcontractors and subcontractors' employees and agents. The undersigned assumes full and total responsibility to inform his (or its) employees, agents, and subcontractors of this SAFETY AGREEMENT and agrees that he (or it) will conform and will have all employees, agents and subcontractors conform with this SAFETY AGREEMENT at all times while on the premises controlled by Borg-Warner Chemicals, it being understood that any person not conforming with this SAFETY AGREEMENT shall not be permitted to perform services on such premises.

It is also understood by the undersigned that compliance with this SAFETY AGREEMENT is a continuing requirement and that in consideration of the undersigned accepting any contract to be performed on Borg-Warner Chemicals premises, the acceptance and compliance with these conditions shall be continued for the duration of the Project.

CONTRACTOR SIGN HERE

DATE 9 April 87

BY

COMPANY

[Signature]
Marine Shale Processors, Inc.

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EXHIBIT B

CONTRACTORS' SAFETY AGREEMENT

The signature of the Contractor at the end of this Agreement indicates the agreement of the Contractor to accept full responsibility for himself*, his employees and subcontractors to provide the required services in such a manner as to eliminate the causes of personal injuries and accidents. In the pursuance of his services, the Contractor agrees to comply with all applicable government statutes and regulations, to adhere to the general rules and regulations listed below, or any rule or regulation brought to the Contractor's attention by a Borg-Warner Chemicals' representative at the work site.

- * For simplicity, the use of any personal pronoun or adjective in this document implying a particular gender is specifically defined to include all genders.

GENERAL RULES AND REGULATIONS

1. The Contractor will designate one person to be responsible for assuring that all obligations under this Agreement are carried out.
2. The Contractor will provide all tools, equipment and supplies necessary to perform the work involved. However, all such stores must be in compliance with Borg-Warner Chemicals' (BWC) standards as explained by the BWC site representative.
3. Before any work can begin:
 - a. A signed copy each of this Agreement and Insurance Agreement (Exhibit A) must be in the hands of BWC.
 - b. A BWC site representative must conduct a safety orientation and issue written permission specific to the work involved.
 - c. All workers must be issued passes for overt display.
4. Admittance and discharge from the plant will be through a route specified by the BWC site representative and upon show of the pass previously mentioned.

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5. The following activities are strictly prohibited except as specifically authorized by the BWC site representative.
 - a. Any entrance, movement, operation or parking of motor vehicles
 - b. Smoking
 - c. Excavation, either manual or power-driven
 - d. Connections, alterations or interruption to any site facilities, services or utilities
 - e. Hotwork or open flames
 - f. The removal or discharge of chemically contaminated solid or liquid waste
6. Housekeeping at the work site must be maintained in accordance with BWC's standards at all times; including when the job is left in an uncompleted state.
7. In the event of fire or other hazard identified by a sounding alarm, employees must immediately shut down all drivers and sparking equipment and report to a location designated by the BWC site representative.
8. The Contractor will notify the BWC site representative immediately of any accident or injury occurring at the site and will forthwith prepare a complete report describing the accident or injury.
9. Failure to comply with the above rules and regulations and others explained by the BWC site representative shall constitute cause for immediate termination without cost to Borg-Warner Chemicals.

Date: 9 April 87

Accepted by: [Signature]
(Authorized Signature of Contractor)

Company: Marine Shale Processors, Inc.

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CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into by and between BORG-WARNER CHEMICALS, INC., a Delaware corporation having an office at International Center, Parkersburg, West Virginia 26102 (hereinafter referred to as "B-W") and Marine Shale Processors, Inc. (hereinafter referred to as "RECIPIENT") and is effective as of the date on which an authorized representative of RECIPIENT executes this AGREEMENT (the "EFFECTIVE DATE").

B-W represents that it owns or controls certain information relating to the manufacture, sale and distribution of plastics and specialty chemicals which B-W considers confidential and proprietary to B-W ("CONFIDENTIAL INFORMATION").

B-W is willing to disclose the CONFIDENTIAL INFORMATION to RECIPIENT for the purpose of use and recycling by thermal oxidation of non-hazardous and hazardous waste from our plant.

B-W agrees to disclose to RECIPIENT, and RECIPIENT agrees to accept from B-W, CONFIDENTIAL INFORMATION on the following terms and conditions:

1. RECIPIENT agrees it will not disclose any CONFIDENTIAL INFORMATION to any third party, or use any such CONFIDENTIAL INFORMATION other than for the purposes set forth in the recitals above, except with the express written consent of B-W.
2. RECIPIENT may, in certain cases, upon agreement with B-W, disclose CONFIDENTIAL INFORMATION pursuant to the requirement or request of a Government agency or pursuant to requirement by operation of law or Court Order, and B-W will not unreasonably withhold consent to such disclosure after request by RECIPIENT for permission to disclose.
3. The following information shall not be deemed CONFIDENTIAL INFORMATION and RECIPIENT shall have no obligation with respect to information which:
 - (a) is in the public domain at the time of disclosure or later enters the public domain through no fault of RECIPIENT; or
 - (b) is rightfully received from a third party without restriction and without breach of this AGREEMENT; or
 - (c) is furnished to an unrelated third party by B-W without a similar restriction on the third party's rights.

RECIPIENT

By: 

Typed Name: George Badge Eldredge

Title: Vice President

Date: April 9, 1987

BORG-WARNER CHEMICALS, INC.

By: _____

Typed Name: _____

Title: _____

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CONFIDENTIALITY AGREEMENT
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CONFIDENTIALITY AGREEMENT

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B-W represents that it owns or controls certain information relating to the manufacture, sale and distribution of plastics and specialty chemicals which B-W considers confidential and proprietary to B-W ("CONFIDENTIAL INFORMATION").

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1. RECIPIENT agrees it will not disclose any CONFIDENTIAL INFORMATION to any third party, or use any such CONFIDENTIAL INFORMATION other than for the purposes set forth in the recitals above, except with the express written consent of B-W.
2. RECIPIENT may, in certain cases, upon agreement with B-W, disclose CONFIDENTIAL INFORMATION pursuant to the requirement or request of a Government agency or pursuant to requirement by operation of law or Court Order, and B-W will not unreasonably withhold consent to such disclosure after request by RECIPIENT for permission to disclose.
3. The following information shall not be deemed CONFIDENTIAL INFORMATION and RECIPIENT shall have no obligation with respect to information which:
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 - (b) is rightfully received from a third party without restriction and without breach of this AGREEMENT; or
 - (c) is furnished to an unrelated third party by B-W without a similar restriction on the third party's rights.

RECIPIENT

By:

Typed Name: George Badge Eldredge

Title: Vice President

Date: April 9, 1987

BORG-WARNER CHEMICALS, INC.

By:

Typed Name:

Title:

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BORG-WARNER CHEMICALS
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SECRECY AGREEMENT

Borg-Warner Chemicals, Inc. (hereinafter referred to as "BWC") has developed and/or acquired by license, certain confidential information, including technical and manufacturing information and know-how in the field of polyphenylene other polymers and monomers used for the production of polyphenylene other polymers. BWC agrees to disclose such information to

Representatives _____ of Marine Shale Processors, Inc.
_____ (hereinafter referred to as "Recipient")

for the purpose of use and recycling by thermal oxidation of non-hazardous and hazardous waste from our plant.

Recipient agrees to hold in confidence and not to disclose to any persons outside Recipient, nor to use other than for the above purpose, any such BWC confidential information for a period of twenty-four (24) years from the date of this Agreement.

It is understood that the following information shall not be considered as BWC confidential information:

- Information which, at the time of disclosure to Recipient is in the public domain as evidenced by written publication;
- Information which, after disclosure to Recipient, becomes part of the public domain by written publication through no fault of the Recipient;
- Information which Recipient can show by written document was in its possession at the time of disclosure hereunder to it and was not acquired directly or indirectly from BWC;
- Information which Recipient can show was acquired, after disclosure hereunder to it, from a third party who did not receive it, directly or indirectly, from BWC and who did not require Recipient to hold such information in confidence.

No right or license is granted by BWC to Recipient.

RECIPIENT

BY:

TITLE: Vice President

DATE: April 9, 1987

BORG-WARNER CHEMICALS, INC.

BY:

TITLE:

DATE:

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SECRECY AGREEMENT

Borg-Warner Chemicals, Inc. (hereinafter referred to as "BWC") has developed and/or acquired by license, certain confidential information, including technical and manufacturing information and know-how in the field of polyphenylene ether polymers and monomers used for the production of polyphenylene ether polymers. BWC agrees to disclose such information to

Representatives of Marine Shale Processors, Inc
(hereinafter referred to as "Recipient")

for the purpose of use and recycling by thermal oxidation of non-hazardous and hazardous waste from our plant.

Recipient agrees to hold in confidence and not to disclose to any persons outside Recipient, nor to use other than for the above purpose, any such BWC confidential information for a period of twenty-four (24) years from the date of this Agreement.

It is understood that the following information shall not be considered as BWC confidential information:

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- Information which, after disclosure to Recipient, becomes part of the public domain by written publication through no fault of the Recipient;
- Information which Recipient can show by written document was in its possession at the time of disclosure hereunder to it and was not acquired directly or indirectly from BWC;
- Information which Recipient can show was acquired, after disclosure hereunder to it, from a third party who did not receive it, directly or indirectly, from BWC and who did not require Recipient to hold such information in confidence.

No right or license is granted by BWC to Recipient.

RECIPIENT

BY:

TITLE: Vice President

DATE: April 9, 1987

BORG-WARNER CHEMICALS, INC.

BY:

TITLE:

DATE:

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