

**ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT
DIVISION OF ENVIRONMENTAL QUALITY**

IN THE MATTER OF:

PARTICIPANT:

UNIVAR SOLUTIONS USA INC.

REGARDING:

**FORMER UNIVAR USA FACILITY
1925 NORTH REDMOND ROAD
JACKSONVILLE, ARKANSAS 72076**

**LIS-21 -075
AFIN 60-00631
EPA ID: ARD071245401**

ELECTIVE SITE CLEAN-UP AGREEMENT

This Elective Site Clean-up Agreement (ESCA) shall establish the investigation and remedial requirements for Univar Solutions USA Inc. (Participant) associated with the elective site cleanup of the former Univar facility in Jacksonville, Arkansas, which is currently owned by the Agnes F. Villager Revocable Trust (Owner). This ESCA is entered into by Participant, Owner, and the Division of Environmental Quality¹ (DEQ) voluntarily and pursuant to the authority of the Arkansas Hazardous Waste Management Act of 1979, Ark. Code Ann. § 8-7-201 *et seq.*, the Remedial Action Trust Fund Act, Ark. Code Ann. § 8-7-501 *et seq.*, and Arkansas Pollution Control and Ecology Commission (APC&EC) Rule No. 23, Hazardous Waste Management. Participant, Owner, and DEQ hereby agree and stipulate that the following Findings of Fact be entered.

¹ Pursuant to Act 910 of 2019, the Arkansas Transformation and Efficiencies Act, the former Arkansas Department of Environmental Quality is now the Division of Environmental Quality in the newly-created Department of Energy and Environment.

FINDINGS OF FACT

1. Participant's former facility is located at 1925 North Redmond Road, Jacksonville, Pulaski County, Arkansas (the Site).
2. Between 1973 and 2019, Participant and its corporate predecessors occupied the Site, and operations included bulk handling and repackaging of chemicals.
3. At the time of Participant's operations, the Site included a warehouse building, and an aboveground storage tank (AST) farm. The Site is currently vacant, and the ASTs have been removed.
4. In January 2020, Participant's consultant, EHS Support, conducted a limited environmental site assessment (ESA) to evaluate indoor air, sub-slab and soil vapor, and to sample the soil.
5. On November 30, 2020, Participant requested entrance into an ESCA seeking environmental regulatory closure for activities related to its historical operations.

AGREEMENT

1. Within thirty (30) calendar days of the effective date of this ESCA, Participant shall submit a Sampling and Analysis Plan (SAP) to DEQ designed to determine the horizontal and vertical extent, rate of migration, type, and concentration of any hazardous substance or pollutant present in the environment at the Site.
2. Participant shall implement the SAP upon receipt of written approval from DEQ and shall submit a report of findings to DEQ according to the dates established in the approved SAP.
3. Within thirty (30) calendar days of receiving written notification from DEQ that the SAP fails to accomplish an adequate determination of the extent, type, or concentration of released hazardous substances or pollutants in the areas

investigated per the approved SAP, Participant agrees to amend the SAP to provide for additional sampling and analysis to accomplish the requirements of paragraph one (1) of this section. Participant shall implement said SAP amendment upon DEQ approval and report the findings thereof in accordance with an amended implementation schedule.

4. Within thirty (30) calendar days of receiving written notification by DEQ, Participant shall submit a Remedial Action Plan (RAP) to mitigate, prevent migration, and remediate the contamination at the Site to the extent necessary to protect human health and the environment using a risk-based approach. The RAP shall include an implementation schedule and shall be implemented upon written approval by DEQ.
5. Within thirty (30) calendar days following completion of remediation activities, Participant shall submit a Completion Report documenting the results of the implementation of the RAP.
6. If DEQ determines the RAP implementation fails to accomplish remediation sufficient to protect human health and the environment, Participant shall, upon receiving written notification of this failure from DEQ, conduct any additional remedial activities DEQ determines necessary to protect human health and the environment from hazardous substances or pollutants at or from the Site.
7. Within forty-five (45) calendar days of receiving written notification by DEQ that a deed restriction is required to provide notice to successors in title that use of the Site will be restricted to activities and uses that will protect the integrity of any remedial action measures implemented on the Site, Participant shall submit a copy

of the deed restriction, in a form acceptable to Owner and signed by Owner, to DEQ.

8. Within thirty (30) calendar days of receiving written notification by DEQ approving the form of the deed restriction, Owner shall execute and record the deed restriction in the property records of the county in which the Site is located and provide a copy to DEQ.
9. Upon approval of the Completion Report, and receipt of deed restrictions if required, DEQ will issue a "No Further Action" determination to Participant and Owner. A No Further Action determination indicates that DEQ has no further requirements related to the specific scope of investigation of the identified area(s) of concern as documented in the SAP and RAP. A No Further Action determination will be conditioned on a specific site-use (residential, industrial or commercial) and might include land use controls that include, but are not limited to: a) maintenance of existing pavement or ground cover; b) use of air monitoring instruments during excavation; and/or c) a deed restriction preventing use of groundwater beneath the Site for any use.
10. Throughout the ESCA process, Participant and Owner shall take all steps necessary to prevent aggravating or contributing to the contamination of the air, land, or water, including downward migration of contamination from any existing contamination on the Site. The term "existing contamination" shall include any contamination set forth in the SAP and RAP submitted by Participant and approved by DEQ. Neither Participant nor Owner shall use or redevelop the Site in a manner that differs from the terms or procedures established under this ESCA.

11. Nothing contained in this ESCA shall be construed as a waiver of DEQ's enforcement authority over alleged violations not specifically addressed herein. Nothing contained herein shall relieve Participant of any other obligations imposed by any written agreement with Owner, including the Remediation and Access Agreement dated September 9, 2020, any local, state, or federal laws, nor shall this ESCA be deemed in any way to relieve Participant of its responsibilities for obtaining or complying with any necessary permits or licenses. Nothing in this ESCA shall be construed as a waiver of liability for future contamination of the Site by Participant, Owner, subsequent owners of the Site, or third-parties.
12. All submittals required by the ESCA shall be emailed to OLRenforcement@adeq.state.ar.us, or if necessary, submitted by Certified Mail or hand-delivered to Gina Porter, Enforcement, Office of Land Resources, DEQ, 5301 Northshore Drive, North Little Rock, Arkansas 72118-5317.
13. All submittals shall be subject to applicable review fees pursuant to APC&EC Rule No. 23 § 6(t).
14. All requirements of this ESCA are subject to approval by DEQ. In the event of any deficiencies, Participant shall submit any additional information or changes requested, or take additional actions specified by DEQ to correct any such deficiencies within the timeframe specified by DEQ. Failure to adequately respond in writing within the timeframe specified by DEQ constitutes a failure to meet the deadline and subjects Participant to possible removal from the ESCA Program.
15. If any event occurs that causes or may cause a delay in Participant achieving the requirements of this ESCA, Participant shall notify DEQ in writing as soon as it is

apparent that a delay may result. Such request shall be made prior to the deadline. The written notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken to address and minimize the delay, and the timetable by which the delayed requirements of the ESCA will be met.

16. This ESCA, including all rights and clean up liabilities, is transferable, with written approval by DEQ, to any and all subsequent owners of the Site.
17. Owner shall provide subsequent owners of the Site with a copy of this ESCA. Subsequent owners of the Site shall not develop or use the Site in a manner that is inconsistent with the terms or procedures contained herein unless agreed to by all parties to this ESCA, including DEQ. In the event the intended use of the Site is to be altered from the use described in the SAP and RAP, DEQ will evaluate the protectiveness of the remedial action to determine if the proposed use would be protective of human health and the environment. Absent such a determination by DEQ, any liability assurances contained in this ESCA, and amendments thereto or "No Further Action" determinations issued hereunder, shall be null and void.
18. This ESCA shall be effective upon the date it is executed by all parties. Unless otherwise specified in this ESCA, all times for performance of activities under this ESCA shall be calculated from this effective date. This ESCA is subject to public review and comment. DEQ retains the right and discretion to terminate this ESCA based on comments received within the thirty-day public comment period or based on any other considerations which may subsequently come to light. Additionally, this ESCA is subject to being reopened upon APC&EC initiative or in the event a petition to set aside this ESCA is granted by the APC&EC.

19. Participation in the Arkansas Elective Site Cleanup Program can be withdrawn by Participant at any time upon written notification to DEQ. In turn, if Participant fails to complete the terms and conditions set forth in this ESCA, DEQ reserves the right to deem Participant in violation of this ESCA and Participant will be notified in writing that its enrollment in the Elective Site Cleanup Program is no longer valid.
20. Unless terminated earlier in writing by DEQ or Participant, this ESCA shall be reviewed by DEQ on its third anniversary. At that time, if remedial activities at the Site have not been completed, an extension may be granted if DEQ determines it is in the best interest of Participant and DEQ to do so. Remediation progress as well as additional time needed to complete remedial activities will be determining factors as to whether or not an ESCA extension is granted. If an ESCA extension is not granted, Participant will be afforded the opportunity to enter into a no-penalty Consent Administrative Order (CAO) with DEQ to continue performing remediation activities with the objective of obtaining a "No Further Action" determination.
21. By virtue of the signatures appearing below, the individuals represent that they are duly authorized to execute and bind Participant and Owner to the terms contained herein. Execution of this ESCA by an individual other than an Officer of Participant shall be accompanied by a resolution granting signature authority to said individual as duly ratified by the governing body of Participant.

SO ORDERED THIS 30 DAY OF June, 2021.

DIVISION OF ENVIRONMENTAL QUALITY

Becky W Keogh
BECKY W. KEOGH, DIRECTOR

APPROVED AS TO FORM AND CONTENT:

PARTICIPANT:

UNIVAR SOLUTIONS USA INC.

BY: [Signature]
(Signature)

Mark W Metcalf
(Typed or printed name)

TITLE: Director Remediation

DATE: June 30, 2021

OWNER:

AGNES F. VILLAGER REVOCABLE TRUST

BY: Joe Villiger
(Signature)

JOE VILLIGER
(Typed or printed name)

TITLE: Power of Attorney

DATE: 06 - 29 - 2021