CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: August 31, 2020

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Uniroyal Testing on City Owned Property

The City received a request from Uniroyal to conduct soil sample and ground water testing on City owned property on S. Fourth Street. In 2019 WI DATCP performed a 20-year inspection on Uniroyal Engineered Products, LLC's tank farm at 501 South Water Street. They discovered their plasticizers in one of the wells. WI-DNR has requested they drill more test wells to sample ground water; two of which are located on City-owned property.

We have worked with the City Attorney's office to draft an Access Agreement. The agreement has been signed by Uniroyal and has been provided for your consideration.

We recommend approving the Access Agreement and authorizing the Mayor to sign.

If you have any questions, please contact me.

City of Stoughton, 207 S. Forrest Main Street, Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL

Authorizing and directing the proper City official(s) to enter into an Access Agreement with Uniroyal Global Engineered Products ("Uniroyal")

Committee Action: Finance Committee – -0 (with Mayor voting yes)

Fiscal Impact: $0

File Number:	R - - 2020	**Date Introduced:**	September 8, 2020

WHEREAS, the 20-year inspection of Uniroyal Global Engineered Products ("Uniroyal") tank farm detected the presence of contamination; and

WHEREAS, the Wisconsin Department of Natural Resources ("DNR") is requesting that Uniroyal undertake additional sampling to determine the extent of the contamination; and

WHEREAS, Uniroyal has requested access onto City-owned property at 600 S. 4th Street to drill test wells and collect groundwater samples; and

WHEREAS, the City is willing to provide such access subject to the terms of an Agreement; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be hereby directed and authorized to enter into the attached agreement with Uniroyal Global Engineered Products to allow access and testing.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made between the City of Stoughton ("Stoughton"), a Wisconsin municipality, and Uniroyal Global Engineered Products ("Uniroyal"), a Wisconsin corporation.

RECITALS

A. Stoughton owns the property ("Property") located at 600 4th Street, Stoughton, Wisconsin 53589, and depicted on the attached in Exhibit A. The Property is used by Stoughton Utilities.

B. Uniroyal owns and operates a tank farm located at 501 South Water Street in Stoughton, Wisconsin (the "Tank Farm").

C. Uniroyal has recently undertaken a 20-year inspection of the Tank Farm. As part of this inspection, Uniroyal retained the services of Moraine Environmental (the "Consultant") to perform drilling and sampling of test wells.

D. Analytical results of this sampling detected the presence of a certain plasticizer ("DINA") used in Uniroyal's manufacturing process in one of the test wells.

E. Analytical results also indicated the presence of methyl-ethyl-ketone ("MEK") and tetrahydrofuran ("THF") in certain test wells.

F. The Wisconsin Department of Natural Resources ("DNR") is requesting that Uniroyal undertake additional sampling to determine the extent of contamination in the area.

G. Uniroyal has requested access the Property in order for Consultant to drill test wells and collect groundwater samples to test for the presence of DINA, MEK, and THF, as depicted on the attached as Exhibit A.

H. Stoughton is willing to provide such access subject to the terms of this Agreement.

AGREEMENT

Therefore, Stoughton and Uniroyal agree as follows:

1. Access: Subject to the terms and conditions of this Agreement, Stoughton authorizes Uniroyal's officers, employees, agents, consultants and contractors (collectively, "Personnel") to come onto the Property during normal working hours as reasonably necessary to perform certain work, as describe in Section 3 of this Agreement.

2. Purpose of Activities: The purpose of access to the Property is to evaluate the presence and extent of DINA, MEK, and THF on the Property, which was identified during a previous site investigation at the Tank Farm. Uniroyal accepts all responsibility for any and all contamination that may have migrated from the Tank Farm onto the Property.

3. Scope of Work: In order to determine the presence of DNA, MEK, and THF and to delineate the extent of contamination, Stoughton authorizes Uniroyal and/or its Personnel to perform the following work on the Property (the "Site Work"):

    a. The drilling of two test wells at the locations indicated on the attached as Exhibit A.

    b. The collection of 4 rounds of samples from the test wells and the analysis of such samples.

4. Conditions of Access: Uniroyal and/or its Personnel shall:

    a. Notify Stoughton at least two (2) business days in advance of any access to the Property.

    b. Comply with any directions of Stoughton while on the Property and take all reasonable steps to minimize interference of the Site Work with the activities of Stoughton and its officers, employees, agents, consultants and contractors on the Property.

    c. Consult with and obtain Stoughton's prior approval of the method of drilling test wells and any modifications from the location of the test wells as depicted on the attached Exhibit A.

d. If requested, provide Stoughton with split samples collected from the Property, to the extent possible (e.g. sufficient sample volume for splitting may be unable to be collected).

e. Confine its equipment and the activities of Personnel on the Property as directed by Stoughton.

f. Remove all soil cutting, purged groundwater and other investigative wastes generated by Uniroyal and/or its Personnel from the Property promptly, and in all events within five (5) days of generation.

g. Perform and complete the Site Work diligently and expeditiously.

h. Promptly provide Stoughton with copies of all well construction records and other records of activities performed on the Property.

i. Promptly provide Stoughton with copies of all laboratory reports on all samples collected in the course of the Site Work.

j. Provide Stoughton with copies of all reports submitted to the DNR in connection with the Site Work at the time the reports are submitted to DNR.

k. In performing the Site Work and its obligations under this Agreement, Uniroyal and its Personnel shall comply with all applicable federal, state and local laws, including but not limited to Wis. Stat. § 182.0175 to ensure that all telephone lines and/or other ground utility liens are clearly marked before drilling or excavation activities on the Property.

5. Uniroyal Personnel:

a. Uniroyal shall ensure that all Personnel are appropriately qualified to perform the Site Work. Stoughton may object to any of Uniroyal's Personnel engaged on the Property who, in the reasonable opinion of Stoughton, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent. Uniroyal shall remove such Personnel from the performance of any Site Work on receipt of notice from Stoughton requiring it to do so and shall not re-engage that person in connection with the Site Work without the prior written consent of Stoughton.

b. This Agreement does not create a partnership between the parties or make a party the agent of the other party. Uniroyal's Personnel shall at all times be deemed to be Uniroyal's employees, agents, or consultants and not employees, agents, or consultants of Stoughton.

Uniroyal will ensure that its Personnel comply with Stoughton's obligations under this Agreement and will be responsible for any breach of these obligations by its Personnel.

6. Property "AS IS": Stoughton makes no representations as to any conditions of the Property. Uniroyal and its Personnel will rely solely on their own examination and investigation of the Property and any local or general conditions that might affect the Site Work.

7. Cost of Work: Uniroyal shall be responsible for all costs of the Site Work, including the cost of repairing or replacing any facilities which are damaged by the operations of Uniroyal or its Personnel.

8. Indemnification: Uniroyal shall defend, indemnify and hold harmless Stoughton from and against all claims, damages, actions, losses, expenses or costs, including attorney fees, resulting from performance of the Site Work by Uniroyal or its Personnel.

9. Insurance:

   a. Uniroyal will obtain and maintain the following insurance:

      i. General liability coverage with a limit of not less than $5,000,000 inclusive per occurrence for bodily injury and property damage including loss of use, which policy will include provisions for cross-liability and severability of interest;

      ii. Pollution liability coverage (including on-site, off-site remediation legal liability) of not less than $5,000,000;

      iii. Risks insurance covering loss or damage to machinery, equipment and other property of every kind and description used at the Property for which Uniroyal is responsible or legally liable, to their full insurable value, calculated on a replacement cost basis;

      iv. Workers' compensation coverage that meets at least the minimum requirements under applicable employment standards legislation and employer's liability coverage in an amount not lower than $2,000,000; and

      v. Automotive liability coverage for each owned, non-owned and hired automobile with a limit of not less than $1,000,000.

b. Uniroyal will deliver to Stoughton prior to the commencement of Site Work certificates of insurance certifying that Uniroyal has insurance coverage as set out in this section 9.

c. Stoughton will be named as additional insured on the policies described in Paragraphs 9.a.i. and 9.a.ii.

d. Uniroyal will ensure that Stoughton is given at least thirty (30) days' prior notice if the insurance policies required by this Agreement are cancelled or their coverage is reduced.

10. Stoughton Observation: Uniroyal understands and acknowledges that Stoughton's officers, employees, consultants or other contractors may observe the Site Work.

11. Restoration: Upon completion of the Site Work to be performed on the Property, Uniroyal shall promptly restore the Property to substantially the same condition it was in before commencement of the Site Work, including repair or replacement of all damage to the Property. Uniroyal shall properly abandon all wells in accordance with state law and administrative code and provide Stoughton with copies of the abandonment forms.

12. Term: This Agreement shall be effective on August 1, 2020 and shall terminate on December 31, 2020 except that Uniroyal's obligations under sections 8 (Indemnification) and 11 (Restoration) above shall survive termination of the Agreement.

a. Either party may terminate this Agreement by written notice if the other party is in default of its obligations under this Agreement and fails to remedy such default within five (5) days after receiving notice thereof.

b. If DNR requires Uniroyal to continue monitoring of wells on the Property after termination of this Agreement, Stoughton and Uniroyal will negotiate in good faith to extend the term of this Agreement.

13. Miscellaneous:

a. This Agreement will be governed by and interpreted in accordance with the laws of the State of Wisconsin.

b. No amendment to this Agreement and no waiver of any rights under this Agreement shall be valid or binding on the parties unless the same is in writing and signed by both parties.

c. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof and supersedes any and all negotiations, agreements and representations made or dated prior hereto with respect to its subject matter.

d. The invalidity of one or more phrases, sentences, clauses or sections contained in this Agreement or any attachments hereto shall not affect the validity of the remaining portions thereof so long as the material purposes of such document can be determined and effected.

e. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or pdf transmission of any signed original Agreement, and retransmission of any facsimile or pdf transmission, will be the same as delivery of an original Agreement. At the request of a party, the other party will confirm facsimile or pdf signatures by signing an original Agreement.

14. Notice: Any notice required under this Agreement shall be in writing and shall be deemed given when personally served, emailed, or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Stoughton:

City Hall
Attn: Rodney Scheel
Director of Planning and Development
207 S. Forrest Street
Stoughton, WI 53589

And

If to Uniroyal:

Uniroyal Global Engineered Products
Attn: Ron Justice
Director of Facilities and Maintenance
501 S. Water Street
Stoughton, WI 53589

Either party may change its address for the receipt of notice by written notice to the other.

City of Stoughton

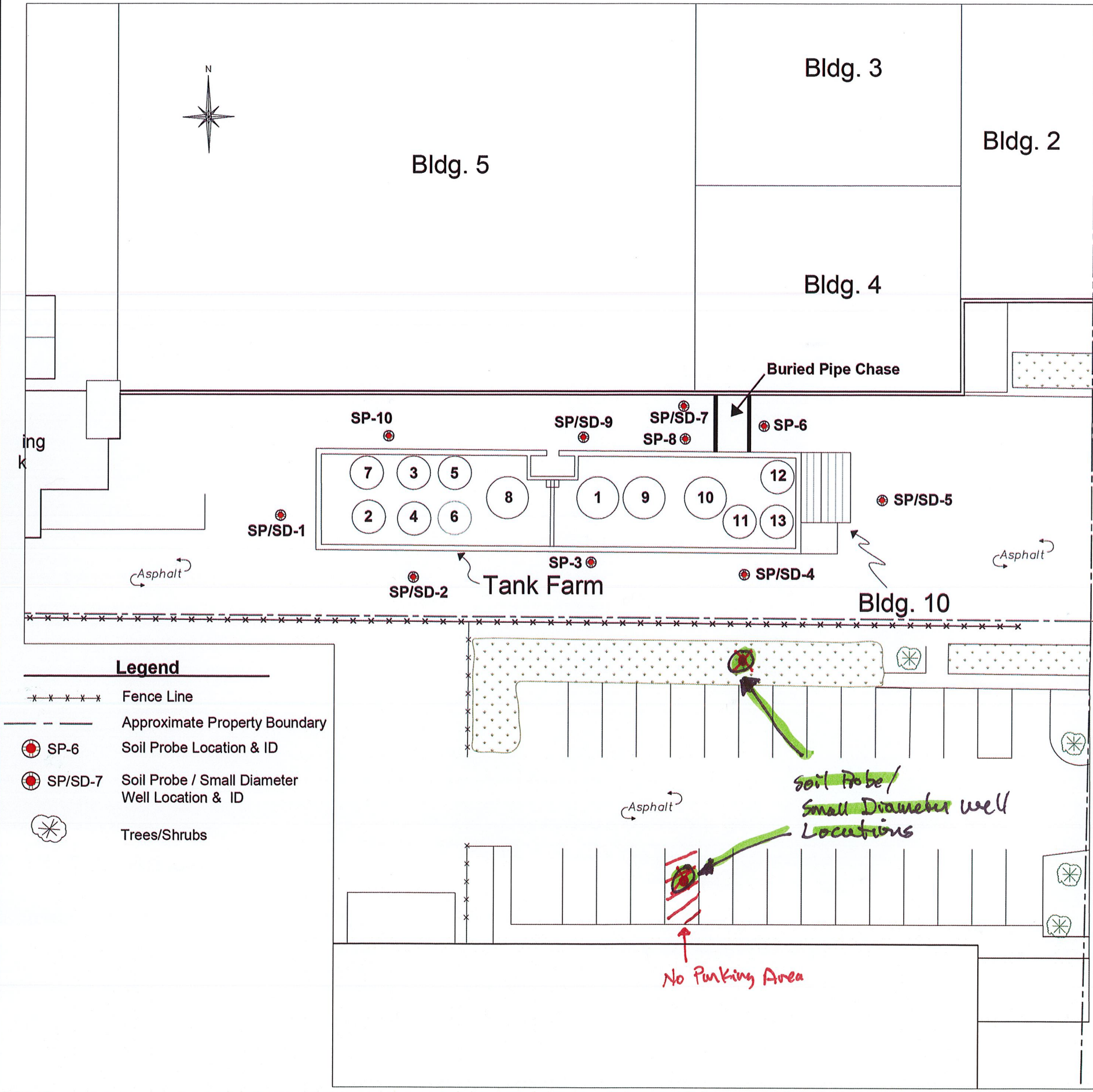
By: _____
Title: _____

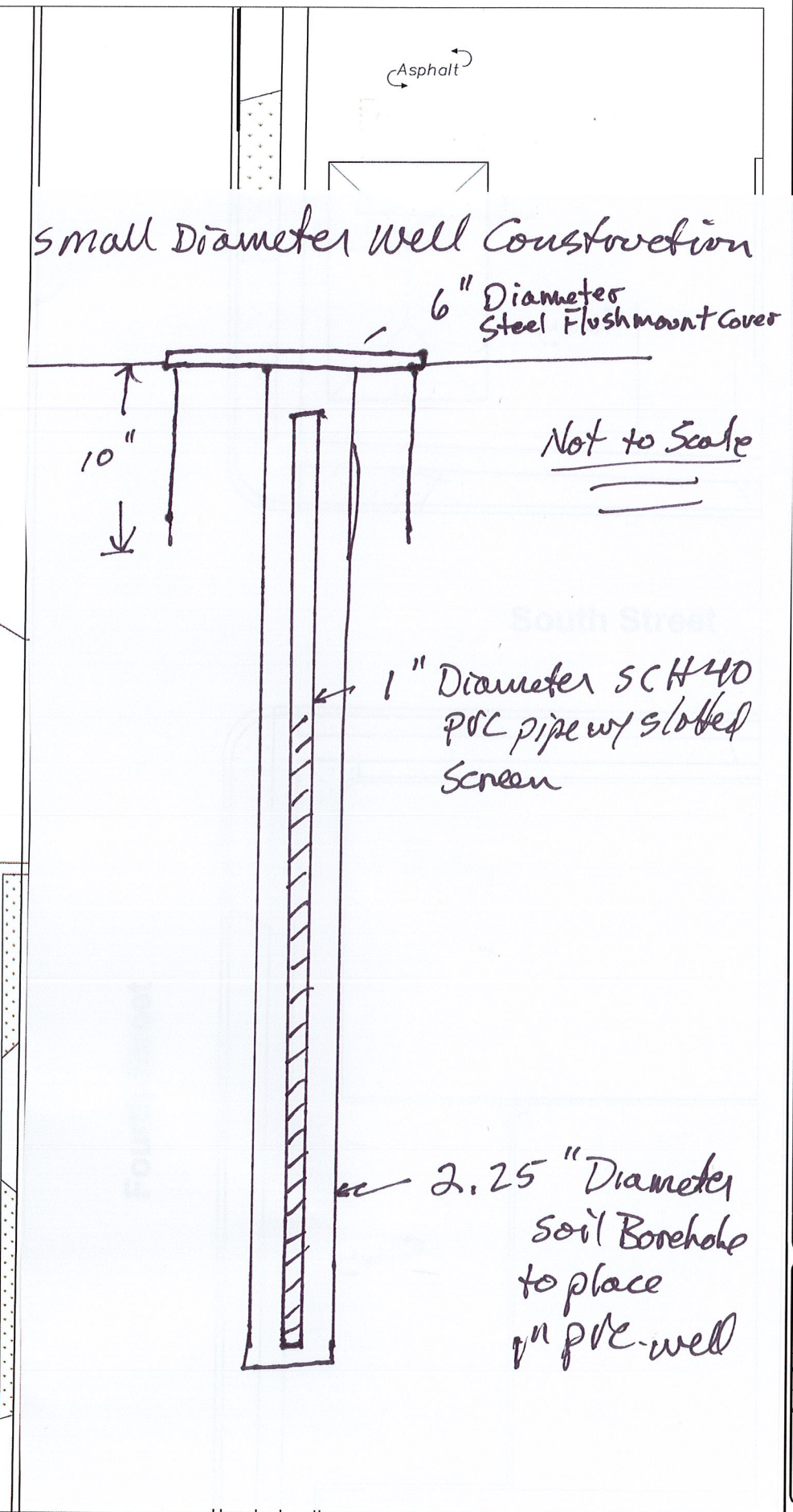
By: _____
Title: _____

Uniroyal Global Engineered Products

By: _____ 8/25/20
Title: EVP of Global Operations

By: _____
Title: _____





Moraine Environmental, Inc.
Environmental Management Services
766 Tower Drive, Fredonia, WI 53021
262-692-3345 | Fax 262-692-3346

FIGURE B.1.b
DETAILED SITE MAP

UNIROYAL GLOBAL ENGINEERED PRODUCTS, LLC
501 SOUTH WATER STREET, STOUGHTON, WI

Graphic Scale 0 30'

Revised by CTS
Revised: 5-21-20
Project File: Metcalf67A 6741 Working.dwg
*Note: Depiction represents field measurements and historical project drawings. Boundaries are not surveyed.

UNIROYAL GLOBAL

ENGINEERED PRODUCTS

June 4, 2020

Stoughton Utilities
600 4th Street
Stoughton, WI 53589

RE: Uniroyal Global Engineered Products Tank Farm

Dear Sir or Madam:

In November 2019 the WI DATCP performed a 20-year inspection on Uniroyal Engineered Products, LLC's tank farm at 501 South Water Street Stoughton, WI. As part of the findings from the inspection, WI DATCP required that we drill sample wells and have the ground water tested in the vicinity of the tank farm. We contracted with Moraine Environmental to perform the drilling. They drilled 10 test wells on February 20, 2020, and the ground water samples were taken March 3, 2020. One of the plasticizers (DINA) used in our manufacturing process was found in one of the test wells. The WI-DNR has requested that we drill more test wells and sample the ground water in widening circles to determine the extent of the contamination plume. To do this, we will need to drill wells on the south side of the fence that separates Uniroyal's property from Stoughton Utilities' property. I have attached the safety data sheet for DINA for your information.

I request your permission to have Moraine Environmental, at our expense, drill one or more test wells on the property of Stoughton Utilities south of the fence. I have asked Dave Lennon of Moraine Environmental, as our representative, to contact you regarding the scheduling and performance of this testing.

Sincerely,

Ronald Justice
Director of Facilities and Maintenance
Uniroyal Engineered Products, LLC
(608)-873-6631 Ext 345
rjustice@uniroyalglobal.com

STOUGHTON UTILITIES
JUN 15 2020
RECEIVED
STOUGHTON, WI

Attachment: SDS for DINA

SAFETY DATA SHEET

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

PRODUCT

Product Name: **JAYFLEX™ DINA**
Product Description: Adipate Ester

Intended Use: Plasticizer

COMPANY IDENTIFICATION

Supplier: **EXXONMOBIL CHEMICAL COMPANY**
SDS – LOC. 106
22777 Springwoods Village Parkway
Spring, TX 77389-1425 USA

24 Hour Health Emergency	(800) 726-2015
Transportation Emergency Phone	(800) 424-9300 or (703) 527-3887 CHEMTREC
Product Technical Information	(832) 624-8500
Supplier General Contact	(832) 624-8500

SECTION 2 HAZARDS IDENTIFICATION

This material is not hazardous according to regulatory guidelines (see (M)SDS Section 15).

Other hazard information:

HAZARD NOT OTHERWISE CLASSIFIED (HNOC): None as defined under 29 CFR 1910.1200.

PHYSICAL / CHEMICAL HAZARDS
Material can accumulate static charges which may cause an ignition.

HEALTH HAZARDS
Excessive exposure may result in eye, skin, or respiratory irritation.

ENVIRONMENTAL HAZARDS
No significant hazards.

NFPA Hazard ID:	Health:	0	Flammability:	1	Reactivity:	0
HMIS Hazard ID:	Health:	1	Flammability:	1	Reactivity:	0

NOTE: This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

SECTION 3 COMPOSITION / INFORMATION ON INGREDIENTS

This material is defined as a complex substance.

Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
DIISONONYL ADIPATE	33703-08-1	100%	None

* All concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

As per paragraph (i) of 29 CFR 1910.1200, formulation is considered a trade secret and specific chemical identity and exact percentage (concentration) of composition may have been withheld. Specific chemical identity and exact percentage composition will be provided to health professionals, employees, or designated representatives in accordance with applicable provisions of paragraph (i).

SECTION 4 FIRST AID MEASURES

INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Wash contact areas with soap and water.

EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

First aid is normally not required. Seek medical attention if discomfort occurs.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.

Inappropriate Extinguishing Media: Straight Streams of Water

FIRE FIGHTING

Fire Fighting Instructions: Evacuate area. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Firefighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Hazardous Combustion Products: Incomplete combustion products, Oxides of carbon, Smoke, Fume

FLAMMABILITY PROPERTIES

Flash Point [Method]: 228°C (442°F) [ASTM D-93]
Flammable Limits (Approximate volume % in air): LEL: N/D UEL: N/D
Autoignition Temperature: >370°C (698°F)

SECTION 6 ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting releases of this material to the environment which exceed the applicable reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

PROTECTIVE MEASURES

Avoid contact with spilled material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders.

SPILL MANAGEMENT

Land Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. If liquid is too viscous for pumping, scrape it up with shovels into a suitable container for recycle or disposal.

Water Spill: Stop leak if you can do it without risk. Confine the spill immediately with booms. Warn other shipping. Remove from the surface by skimming or with suitable absorbents. Seek advice of a specialist

Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Prevent entry into waterways, sewers, basements or confined areas.

SECTION 7 HANDLING AND STORAGE

HANDLING

Prevent small spills and leakage to avoid slip hazard. DO NOT handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Material can accumulate static charges which may cause an electrical spark (ignition source). When the material is handled in bulk, an electrical spark could ignite any flammable vapors from liquids or residues that may be present (e.g., during switch-loading operations). Use proper bonding and/or ground procedures. However, bonding and grounds may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static

Electricity) or CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Loading/Unloading Temperature: [Ambient]

Transport Temperature: [Ambient]
Transport Pressure: [Ambient]

Static Accumulator: This material is a static accumulator. A liquid is typically considered a nonconductive, static accumulator if its conductivity is below 100 pS/m (100x10E-12 Siemens per meter) and is considered a semiconductive, static accumulator if its conductivity is below 10,000 pS/m. Whether a liquid is nonconductive or semiconductive, the precautions are the same. A number of factors, for example liquid temperature, presence of contaminants, anti-static additives and filtration can greatly influence the conductivity of a liquid.

STORAGE

The type of container used to store the material may affect static accumulation and dissipation. Do not store in open or unlabelled containers. Keep container closed. Handle containers with care. Open slowly in order to control possible pressure release. Store in a cool, well-ventilated area.
Storage Temperature: [Ambient]
Storage Pressure: [Ambient]

Suitable Containers/Packing: Drums; Tank Cars; Tank Trucks
Unsuitable Materials and Coatings: Butyl Rubber; Vinyls; Natural Rubber

SECTION 8 EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit / Standard			NOTE	Source
DIISONONYL ADIPATE	Aerosol.	TWA	5 mg/m3		N/A	ExxonMobil

NOTE: Limits/standards shown for guidance only. Follow applicable regulations.

No biological limits allocated.

ENGINEERING CONTROLS

The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Control measures to consider:
Adequate ventilation should be provided so that exposure limits are not exceeded.

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

Half-face filter respirator

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapor warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

No protection is ordinarily required under normal conditions of use.

Eye Protection: If contact is likely, safety glasses with side shields are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include:

No skin protection is ordinarily required under normal conditions of use. In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid
Form: Clear
Color: Colorless
Odor: Mild
Odor Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density: N/D
Density (at 20 °C): 920 kg/m³ (7.68 lbs/gal, 0.92 kg/dm³)
Flammability (Solid, Gas): N/A

Flash Point [Method]: 228°C (442°F) [ASTM D-93]
Flammable Limits (Approximate volume % in air): LEL: N/D UEL: N/D
Autoignition Temperature: >370°C (698°F)
Boiling Point / Range: > 250°C (482°F)
Decomposition Temperature: N/D
Vapor Density (Air = 1): > 1 at 101 kPa
Vapor Pressure: N/D
Evaporation Rate (n-butyl acetate = 1): < 0.01
pH: N/A
Log Pow (n-Octanol/Water Partition Coefficient): N/D
Solubility in Water: Negligible
Viscosity: 12 cSt (12 mm2/sec) at 40 °C | 24 cSt (24 mm2/sec) at 20°C
Oxidizing Properties: See Hazards Identification Section.

OTHER INFORMATION

Freezing Point: -60°C (-76°F)
Melting Point: N/D
Molecular Weight: 398
Hygroscopic: No
Coefficient of Thermal Expansion: 0.00079 per Deg C

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: See sub-sections below.

STABILITY: Material is stable under normal conditions.

CONDITIONS TO AVOID: Excessive heat. High energy sources of ignition.

MATERIALS TO AVOID: Nitric acid, Strong oxidizers

HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

INFORMATION ON TOXICOLOGICAL EFFECTS

Hazard Class	Conclusion / Remarks
Inhalation	
Acute Toxicity: (Rat) 4 hour(s) LC50 > 5700 mg/m3 (Aerosol)	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 403
Irritation: No end point data for material.	Negligible hazard at ambient/normal handling temperatures.
Ingestion	
Acute Toxicity (Rat): LD50 > 5000 mg/kg	Minimally Toxic. Based on test data for the material. Test(s) equivalent or similar to OECD Guideline 401
Skin	
Acute Toxicity: No end point data for material.	Minimally Toxic.
Skin Corrosion/Irritation: Data available.	Negligible irritation to skin at ambient temperatures. Based on test

	data for the material. Test(s) equivalent or similar to OECD Guideline 404
Eye	
Serious Eye Damage/Irritation: Data available.	May cause mild, short-lasting discomfort to eyes. Based on test data for the material. Test(s) equivalent or similar to OECD Guideline 405
Sensitization	
Respiratory Sensitization: No end point data for material.	Not expected to be a respiratory sensitizer.
Skin Sensitization: Data available.	Not expected to be a skin sensitizer. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 406
Aspiration: Data available.	Not expected to be an aspiration hazard. Based on physico-chemical properties of the material.
Germ Cell Mutagenicity: Data available.	Not expected to be a germ cell mutagen. Based on test data for the material and structurally similar materials. Test(s) equivalent or similar to OECD Guideline 471 474 476
Carcinogenicity: Data available.	Not expected to cause cancer. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 451
Reproductive Toxicity: Data available.	Not expected to be a reproductive toxicant. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 414 415
Lactation: No end point data for material.	Not expected to cause harm to breast-fed children.
Specific Target Organ Toxicity (STOT)	
Single Exposure: No end point data for material.	Not expected to cause organ damage from a single exposure.
Repeated Exposure: Data available.	Not expected to cause organ damage from prolonged or repeated exposure. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 407 408

The following ingredients are cited on the lists below: None.

--REGULATORY LISTS SEARCHED--

1 = NTP CARC	3 = IARC 1	5 = IARC 2B
2 = NTP SUS	4 = IARC 2A	6 = OSHA CARC

SECTION 12 ECOLOGICAL INFORMATION

The information given is based on data available for the material, the components of the material, and similar materials.

ECOTOXICITY

Material -- Not expected to be harmful to aquatic organisms.
Material -- Not expected to demonstrate chronic toxicity to aquatic organisms.

MOBILITY

Material -- Expected to partition to sediment and wastewater solids. Minimally volatile.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Material -- Expected to be readily biodegradable.

Hydrolysis:

Material -- Transformation due to hydrolysis not expected to be significant.

Photolysis:

Material -- Transformation due to photolysis not expected to be significant.

Atmospheric Oxidation:

Material -- Expected to degrade rapidly in air

BIOACCUMULATION POTENTIAL

Material -- Potential to bioaccumulate is low.

SECTION 13 DISPOSAL CONSIDERATIONS

Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Suitable routes of disposal are supervised incineration, preferentially with energy recovery, or appropriate recycling methods in accordance with applicable regulations and material characteristics at the time of disposal.

REGULATORY DISPOSAL INFORMATION

RCRA Information: The unused product, in our opinion, is not specifically listed by the EPA as a hazardous waste (40 CFR, Part 261D), nor is it formulated to contain materials which are listed as hazardous wastes. It does not exhibit the hazardous characteristics of ignitability, corrositivity or reactivity and is not formulated with contaminants as determined by the Toxicity Characteristic Leaching Procedure (TCLP). However, used product may be regulated.

Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14 TRANSPORT INFORMATION

LAND (DOT): Not Regulated for Land Transport

LAND (TDG): Not Regulated for Land Transport

SEA (IMDG): Not Regulated for Sea Transport according to IMDG-Code

Marine Pollutant: No

AIR (IATA): Not Regulated for Air Transport

SECTION 15 REGULATORY INFORMATION

OSHA HAZARD COMMUNICATION STANDARD: This material is not considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Listed or exempt from listing/notification on the following chemical inventories: AICS, DSL, ENCS, IECSC, KECI, PICCS, TCSI, TSCA

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302

SARA (311/312) REPORTABLE GHS HAZARD CLASSES: None.

SARA (313) TOXIC RELEASE INVENTORY: This material contains no chemicals subject to the supplier notification requirements of the SARA 313 Toxic Release Program.

The following ingredients are cited on the lists below: None.

--REGULATORY LISTS SEARCHED--

1 = ACGIH ALL	6 = TSCA 5a2	11 = CA P65 REPRO	16 = MN RTK
2 = ACGIH A1	7 = TSCA 5e	12 = CA RTK	17 = NJ RTK
3 = ACGIH A2	8 = TSCA 6	13 = IL RTK	18 = PA RTK
4 = OSHA Z	9 = TSCA 12b	14 = LA RTK	19 = RI RTK
5 = TSCA 4	10 = CA P65 CARC	15 = MI 293	

Code key: CARC=Carcinogen; REPRO=Reproductive

SECTION 16 OTHER INFORMATION

N/D = Not determined, N/A = Not applicable

THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:
Section 01: Company Mailing Address information was deleted.

Section 01: Company Mailing Address information was modified.
Section 01: Product Identification Product Name information was modified.
Section 06: Protective Measures information was modified.
Section 07: Handling and Storage - Handling information was modified.
Section 07: Handling and Storage - Storage Phrases information was modified.
Section 07: Materials/Coatings - Unsuitable information was modified.
Section 09: Coefficient of Thermal Expansion information was modified.
Section 10: Materials to Avoid information was modified.
Section 15: SARA (311/312) REPORTABLE GHS HAZARD CLASSES information was added.
Section 15: SARA (311/312) REPORTABLE HAZARD CATEGORIES information was deleted.

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