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**FMC Corporation**

FMC Idaho LLC  
PO Box 4111  
Pocatello Idaho 83205-4111  
(208) 236-8200

**FMC Idaho LLC**

January 19, 2005

Mr. Ron Kreizenbeck  
Acting Regional Administrator  
U.S. Environmental Protection Agency, Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

**FILE COPY**

Subject: Certification of Closure of Waste Management Units  
FMC Idaho LLC, Pocatello, Idaho  
EPA I.D. No. IDD 07092 9518

Dear Mr. Kreizenbeck:

FMC completed closure of RCRA hazardous waste units #11 (Pond 8E), #8 (the Phase IV Ponds), #3 (Pond 15S), and #10 (Pond 16S) at the FMC Idaho LLC Pocatello facility on November 29, 2004. Pursuant to the EPA-approved RCRA closure plans for Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S, and as required under 40 CFR 265.115, enclosed please find certifications that the closures were completed in accordance with the respective closure plans. Also enclosed are Closure Reports for Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S, all dated January 2005, that support these certifications.

Pursuant to the respective post-closure plans, FMC has recorded deed notices in the county recorder's office that the land use is restricted and, as required under 40 CFR 265.116, has recorded survey plats depicting the closure area at Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S. Enclosed please find copies of the recorded "Notice and Covenants Restricting Use of Property" and survey plats for Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S, respectively. FMC also filed the deed notices and survey plats with local authorities, specifically the State Emergency Response Committee (SERC) and the District V Local Emergency Planning Committee (LEPC). A copy of the letter that transmitted these documents to the SERC and LEPC is enclosed.



**FILE COPY**

Mr. Ron Kreizenbeck  
January 19, 2005  
Page 2

FMC has initiated required post-closure monitoring and maintenance at Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S per the post-closure plan components of their respective closure plans.

FMC anticipates that it will submit a separate request to EPA Region 10 in the near future for a reduction in the facility RCRA financial assurance based on these closure certifications. Please feel free to contact me at (208) 236-8216 should you have questions regarding this information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rob J. Hartman", with a long horizontal flourish extending to the right.

Rob J. Hartman  
Vice President  
FMC Idaho LLC

Enclosures

cc: Andrew Boyd, EPA w/o enclosures  
Linda Meyer, EPA w/ enclosures  
RCRA-CERCLA Program, Shoshone-Bannock Tribes w/ enclosures

# Closure Certification

## Pond 8E (WMU #11)

FMC Idaho LLC, Pocatello, Idaho

EPA I.D. No. IDD 07092 9518

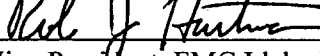
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Within 60 days of completion of closure of Pond 8E, FMC Idaho LLC is submitting to the Regional Administrator, by registered mail, a certification that the waste management unit has been closed in accordance with the specifications of the Closure Plan. The certification is signed by the facility owner and operator and by an independent Professional Engineer registered in the State of Idaho. Documentation supporting the Engineer's certification is provided in the Closure Report (for) Pond 8E Final Cap dated January 2005, and has been submitted to the Regional Administrator.

### Certification of closure activities for Pond 8E:

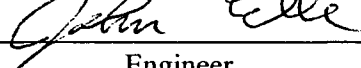
I certify, under penalty of law, that the Precipitator Slurry Storage Surface Impoundment Pond 8E was closed on November 29, 2004 in accordance with the specifications of the EPA-approved Closure Plan. The Pond 8E Closure Plan was approved by the Regional Administrator on January 13, 2003.

Name: Rob J. Hartman

Signed:   
Vice President, FMC Idaho LLC

Date: January 18, 2005

Name: John Elle

Signed:   
Engineer

Registration #: Idaho 4440

Date: January 18, 2005

**Closure Certification**  
**Phase IV Ponds (WMU #8)**

FMC Idaho LLC, Pocatello, Idaho

EPA I.D. No. IDD 07092 9518


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Within 60 days of completion of closure of the Phase IV Ponds, FMC Idaho LLC is submitting to the Regional Administrator, by registered mail, a certification that the waste management unit has been closed in accordance with the specifications of the Closure Plan. The certification is signed by the facility owner and operator and by an independent Professional Engineer registered in the State of Idaho. Documentation supporting the Engineer's certification is provided in the Closure Report (for the) Phase IV Ponds Final Cap dated January 2005, and has been submitted to the Regional Administrator.

Certification of closure activities for the Phase IV Ponds:

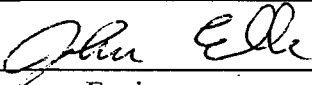
I certify, under penalty of law, that the Phosy Water Clarifier Surface Impoundments Ponds 11S, 12S, 13S and 14S (the Phase IV Ponds), were closed on November 29, 2004 in accordance with the specifications of the EPA-approved Phase IV Ponds Closure Plan. The closure plan was approved by the Regional Administrator on January 13, 2003.

Name: Rob J. Hartman

Signed:   
Vice President, FMC Idaho LLC

Date: January 18, 2005

Name: John Elle

Signed:   
Engineer

Registration #: Idaho 4440

Date: January 18, 2005

# Closure Certification

## Pond 15S (WMU #3)

FMC Idaho LLC, Pocatello, Idaho

EPA I.D. No. IDD 07092 9518

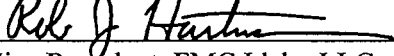
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Within 60 days of completion of closure of Pond 15S, FMC Idaho LLC is submitting to the Regional Administrator, by registered mail, a certification that the waste management unit has been closed in accordance with the specifications of the Closure Plan. The certification is signed by the facility owner and operator and by an independent Professional Engineer registered in the State of Idaho. Documentation supporting the Engineer's certification is provided in the Closure Report (for) Pond 15S Final Cap dated January 2005, and has been submitted to the Regional Administrator.

### Certification of closure activities for Pond 15S:

I certify, under penalty of law, that the Phossey Waste Surface Impoundment Pond 15S was closed on November 29, 2004 in accordance with the specifications of the EPA-approved Pond 15S Closure Plan. The Closure Plan was approved by the Regional Administrator on January 13, 2003.

Name: Rob J. Hartman

Signed:   
Vice President, FMC Idaho LLC

Date: January 18, 2005

Name: John Elle

Signed:   
Engineer

Registration #: Idaho 4440

Date: January 18, 2005

# Closure Certification

## Pond 16S (WMU #10)

FMC Idaho LLC, Pocatello, Idaho

EPA I.D. No. IDD 07092 9518

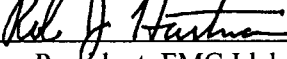
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Within 60 days of completion of closure of Pond 16S, FMC Idaho LLC is submitting to the Regional Administrator, by registered mail, a certification that the waste management unit has been closed in accordance with the specifications of the Closure Plan. The certification is signed by the facility owner and operator and by an independent Professional Engineer registered in the State of Idaho. Documentation supporting the Engineer's certification is provided in the Closure Report (for) Pond 16S Final Cap dated January 2005, and has been submitted to the Regional Administrator.

Certification of closure activities for Pond 16S:

I certify, under penalty of law, that Pond 16S was closed on November 29, 2004 in accordance with the specifications of the EPA-approved Pond 16S Closure Plan. The Closure Plan was approved by the Regional Administrator on February 6, 2004.

Name: Rob J. Hartman

Signed:   
Vice President, FMC Idaho LLC

Date: January 18, 2005

Name: John Elle

Signed:   
Engineer

Registration #: Idaho 4440

Date: January 18, 2005

Reference: Instrument No. 20005743 (Bannock County) and  
Instrument No. 174944 (Power County)

## NOTICE AND COVENANTS RESTRICTING USE OF PROPERTY

FMC Idaho LLC ("Covenantor"), being the owner of the real property located in Power County, Idaho described in the above-referenced Instrument Numbers, hereby adopts the covenants, conditions and restrictions set forth herein which shall apply to and run with the property.

1. Notice. The property includes an area that has been used to manage hazardous waste regulated under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq. This area consists of a former surface impoundment known as Pond 8E where elemental phosphorus processing wastes have been covered by a low permeability cap. The limits of the RCRA cap area are shown on the attached plat. The area within this perimeter, referred to herein as the "Property," is subject to land use restrictions under Subpart G of Title 40 of the Code of Federal Regulations. The Property encompasses the limits of the final cap and an area at least 20 feet outside the anchor trench as shown on the Survey Plat, Instrument Number 20500921, recorded in Book 861 of Deeds at Page — (Bannock County) and Instrument Number 186469, recorded in Book 2 of Deeds at Page 357 (Power County).

2. Type, location and quantity of the hazardous wastes. The hazardous wastes disposed of at the Property consist of elemental phosphorus mineral processing wastes that exhibit hazardous characteristics. These wastes are located beneath the limits of the as-built RCRA cap as shown on the Survey Plat, Instrument Number 20500921, recorded in Book 861 of Deeds at Page — (Bannock County) and Instrument Number 186469, recorded in Book 2 of Deeds at Page 357 (Power County). The total quantity of hazardous waste located at the Property is approximately 27 acre-feet.

3. Covenants Restricting Use. Property use and development inconsistent with the restrictions established under Subpart G of Title 40 of the Code of Federal Regulations shall be prohibited. No activity or development shall take place with respect to the Property that would jeopardize the integrity of the installed cap or interfere with ongoing cap maintenance and monitoring. Any subsurface intrusion at the Property is prohibited.

4. Covenants to Run With the Land in Perpetuity. The restrictions contained in this Covenant shall run with the land in perpetuity, and shall bind all persons obtaining or succeeding to an interest in the Property after the date hereof.

5. Application. All real estate, lots, parcels or portions thereof located within or on the Property, and any conveyance or transfer covering or describing any part thereof, shall be

Instrument # **186472**

POWER COUNTY, IDAHO

2005-01-18 02:26:52 No. of Pages: 3

Recorded for : A & E ENGINEERING

CHRISTINE STEINLICHT

Fee: 9.00

Ex-Officio Recorder Deputy

*Maureen Schelate*

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subject to the notice, covenants, conditions and restrictions contained herein. By acceptance of such conveyance or transfer, each transferee or grantee and each of his heirs, successors, transferees or assigns agree with Covenantor and each other to be bound by the covenants, conditions and restriction contained herein.

6. Partial Resale, Lease or Sublease. The sale, subdivision, leasing and subleasing of a portion of the Property shall be prohibited unless each such portion resulting from such sale, subdivision, leasing or subleasing will meet all of the requirements contained herein and contained in any applicable, valid governmental ordinances and regulations.

7. Enforcement. Covenantor and any person, corporation or other entity who hereafter asserts or claims any right, title, claim or interest in and to the Property, whether as successor in title or otherwise and whether voluntarily or by operation of law ("Grantee"), and any person, corporation or other entity claiming by, through or under Covenantor or Grantee, or their heirs, assigns or successors, or any of them severally, shall have the right to enforce the restrictions contained in this Covenant and to proceed at law or in equity to compel compliance with or prevent the violation or breach of the terms hereof. The prevailing party in any action to enforce any provision of this Covenant shall be entitled to recover all costs of such action, including reasonable attorney fees.

8. Miscellaneous. The determination that any provision of this Covenant is invalid shall not affect any other provision of this Covenant and the other provisions of this Covenant shall remain in full force and effect. No waiver of the breach of any provision of this Covenant shall constitute a waiver of a subsequent breach of the same provision or of any other provision. This instrument does not limit or otherwise affect prior land use restrictions that have been placed on the Property. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Covenant nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Dated this 18<sup>th</sup> day of January, 2005.

FMC IDAHO LLC

By: Rob J Hartman

Its: VICE PRESIDENT



STATE OF IDAHO

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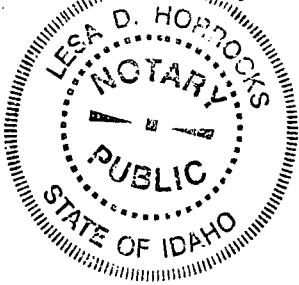
) ss.

COUNTY OF BANNOCK

)

I certify that I know or have satisfactory evidence that Rob J. Hartman, is the person who appeared before me, that said person acknowledged that (s)he signed this instrument, and that said person on oath stated that (s)he was authorized to execute the instrument as the Vice President of FMC Idaho LLC, and that the instrument was the free and voluntary act of said corporation.

Given under my hand and official seal this 18<sup>th</sup> day of January, 2005.



*[Handwritten signature of Lesa D. Horrocks]*

NOTARY PUBLIC in and for the State of Idaho,

residing at Pocatello

My appointment expires 9/16/2005

*Maryellen Schelste*

Reference: Instrument No. 20005743 (Bannock County) and  
Instrument No. 174944 (Power County)

## NOTICE AND COVENANTS RESTRICTING USE OF PROPERTY

FMC Idaho LLC ("Covenantor"), being the owner of the real property located in Power County, Idaho described in the above-referenced Instrument Numbers, hereby adopts the covenants, conditions and restrictions set forth herein which shall apply to and run with the property.

1. Notice. The property includes an area that has been used to manage hazardous waste regulated under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq. This area consists of a former surface impoundment known as the Phase IV Ponds where elemental phosphorus processing wastes have been covered by a low permeability cap. The limits of the RCRA cap area are shown on the attached plat. The area within this perimeter, referred to herein as the "Property," is subject to land use restrictions under Subpart G of Title 40 of the Code of Federal Regulations. The Property encompasses the limits of the final cap and an area at least 20 feet outside the anchor trench as shown on the Survey Plat, Instrument Number 20500921, recorded in Book 861 of Deeds at Page — (Bannock County) and Instrument Number 186469, recorded in Book 2 of Deeds at Page 357 (Power County).

2. Type, location and quantity of the hazardous wastes. The hazardous wastes disposed of at the Property consist of elemental phosphorus mineral processing wastes that exhibit hazardous characteristics. These wastes are located beneath the limits of the as-built RCRA cap as shown on the Survey Plat, Instrument Number 20500921, recorded in Book 861 of Deeds at Page — (Bannock County) and Instrument Number 186469, recorded in Book 2 of Deeds at Page 357 (Power County). The total quantity of hazardous waste located at the Property is approximately 46.3 acre-feet.

3. Covenants Restricting Use. Property use and development inconsistent with the restrictions established under Subpart G of Title 40 of the Code of Federal Regulations shall be prohibited. No activity or development shall take place with respect to the Property that would jeopardize the integrity of the installed cap or interfere with ongoing cap maintenance and monitoring. Any subsurface intrusion at the Property is prohibited.

4. Covenants to Run With the Land in Perpetuity. The restrictions contained in this Covenant shall run with the land in perpetuity, and shall bind all persons obtaining or succeeding to an interest in the Property after the date hereof.

5. Application. All real estate, lots, parcels or portions thereof located within or on the Property, and any conveyance or transfer covering or describing any part thereof, shall be subject to the notice, covenants, conditions and restrictions contained herein. By acceptance of such conveyance or transfer, each transferee or grantee and each of his heirs, successors, transferees or assigns agree with Covenantor and each other to be bound by the covenants, conditions and restriction contained herein.

6. Partial Resale, Lease or Sublease. The sale, subdivision, leasing and subleasing of a portion of the Property shall be prohibited unless each such portion resulting from such sale, subdivision, leasing or subleasing will meet all of the requirements contained herein and contained in any applicable, valid governmental ordinances and regulations.

7. Enforcement. Covenantor and any person, corporation or other entity who hereafter asserts or claims any right, title, claim or interest in and to the Property, whether as successor in title or otherwise and whether voluntarily or by operation of law ("Grantee"), and any person, corporation or other entity claiming by, through or under Covenantor or Grantee, or their heirs, assigns or successors, or any of them severally, shall have the right to enforce the restrictions contained in this Covenant and to proceed at law or in equity to compel compliance with or prevent the violation or breach of the terms hereof. The prevailing party in any action to enforce any provision of this Covenant shall be entitled to recover all costs of such action, including reasonable attorney fees.

8. Miscellaneous. The determination that any provision of this Covenant is invalid shall not affect any other provision of this Covenant and the other provisions of this Covenant shall remain in full force and effect. No waiver of the breach of any provision of this Covenant shall constitute a waiver of a subsequent breach of the same provision or of any other provision. This instrument does not limit or otherwise affect prior land use restrictions that have been placed on the Property. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Covenant nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Dated this 18<sup>th</sup> day of January, 2005.

FMC IDAHO LLC

By: Rob J Hartman

Its: VICE PRESIDENT

STATE OF IDAHO

)

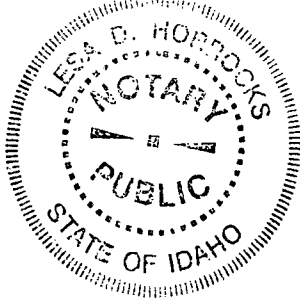
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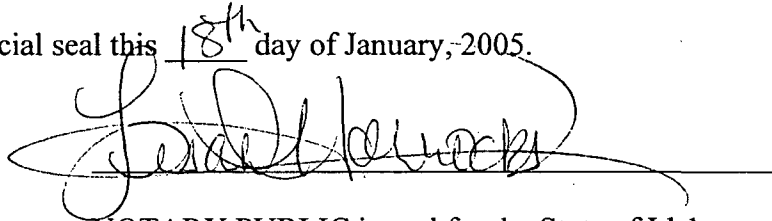
COUNTY OF BANNOCK

)

I certify that I know or have satisfactory evidence that Rob J. Hartman, is the person who appeared before me, that said person acknowledged that (s)he signed this instrument, and that said person on oath stated that (s)he was authorized to execute the instrument as the Vice President of FMC Idaho LLC, and that the instrument was the free and voluntary act of said corporation.

Given under my hand and official seal this 18<sup>th</sup> day of January, 2005.





NOTARY PUBLIC in and for the State of Idaho,  
residing at Bozelle  
My appointment expires 9/16/2005

Reference: Instrument No. 20005743 (Bannock County) and  
Instrument No. 174944 (Power County)

## NOTICE AND COVENANTS RESTRICTING USE OF PROPERTY

FMC Idaho LLC ("Covenantor"), being the owner of the real property located in Power County, Idaho described in the above-referenced Instrument Numbers, hereby adopts the covenants, conditions and restrictions set forth herein which shall apply to and run with the property.

1. Notice. The property includes an area that has been used to manage hazardous waste regulated under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq. This area consists of a former surface impoundment known as Pond 15S where elemental phosphorus processing wastes have been covered by a low permeability cap. The limits of the RCRA cap area are shown on the attached plat. The area within this perimeter, referred to herein as the "Property," is subject to land use restrictions under Subpart G of Title 40 of the Code of Federal Regulations. The Property encompasses the limits of the final cap and an area at least 20 feet outside the anchor trench as shown on the Survey Plat, Instrument Number 20500921, recorded in Book 861 of Deeds at Page — (Bannock County) and Instrument Number 186469, recorded in Book 2 of Deeds at Page 357 (Power County).

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3. Covenants Restricting Use. Property use and development inconsistent with the restrictions established under Subpart G of Title 40 of the Code of Federal Regulations shall be prohibited. No activity or development shall take place with respect to the Property that would jeopardize the integrity of the installed cap or interfere with ongoing cap maintenance and monitoring. Any subsurface intrusion at the Property is prohibited.

4. Covenants to Run With the Land in Perpetuity. The restrictions contained in this Covenant shall run with the land in perpetuity, and shall bind all persons obtaining or succeeding to an interest in the Property after the date hereof.

5. Application. All real estate, lots, parcels or portions thereof located within or on the Property, and any conveyance or transfer covering or describing any part thereof, shall be

subject to the notice, covenants, conditions and restrictions contained herein. By acceptance of such conveyance or transfer, each transferee or grantee and each of his heirs, successors, transferees or assigns agree with Covenantor and each other to be bound by the covenants, conditions and restriction contained herein.

6. Partial Resale, Lease or Sublease. The sale, subdivision, leasing and subleasing of a portion of the Property shall be prohibited unless each such portion resulting from such sale, subdivision, leasing or subleasing will meet all of the requirements contained herein and contained in any applicable, valid governmental ordinances and regulations.

7. Enforcement. Covenantor and any person, corporation or other entity who hereafter asserts or claims any right, title, claim or interest in and to the Property, whether as successor in title or otherwise and whether voluntarily or by operation of law ("Grantee"), and any person, corporation or other entity claiming by, through or under Covenantor or Grantee, or their heirs, assigns or successors, or any of them severally, shall have the right to enforce the restrictions contained in this Covenant and to proceed at law or in equity to compel compliance with or prevent the violation or breach of the terms hereof. The prevailing party in any action to enforce any provision of this Covenant shall be entitled to recover all costs of such action, including reasonable attorney fees.

8. Miscellaneous. The determination that any provision of this Covenant is invalid shall not affect any other provision of this Covenant and the other provisions of this Covenant shall remain in full force and effect. No waiver of the breach of any provision of this Covenant shall constitute a waiver of a subsequent breach of the same provision or of any other provision. This instrument does not limit or otherwise affect prior land use restrictions that have been placed on the Property. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Covenant nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Dated this 18<sup>th</sup> day of January, 2005.

FMC IDAHO LLC

By: Paul J. Hartman

Its: VICE PRESIDENT

STATE OF IDAHO

)

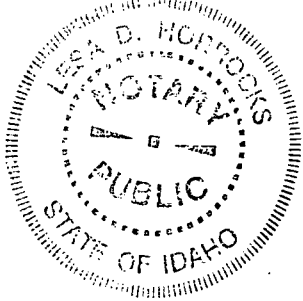
) ss.

COUNTY OF BANNOCK

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I certify that I know or have satisfactory evidence that Rob J. Hartman, is the person who appeared before me, that said person acknowledged that (s)he signed this instrument, and that said person on oath stated that (s)he was authorized to execute the instrument as the Vice President of FMC Idaho LLC, and that the instrument was the free and voluntary act of said corporation.

Given under my hand and official seal this 18<sup>th</sup> day of January, 2005.



*[Handwritten signature of Lisa D. Horrocks]*

NOTARY PUBLIC in and for the State of Idaho,  
residing at Paratello  
My appointment expires 9/16/2005

Reference: Instrument No. 20005743 (Bannock County) and  
Instrument No. 174944 (Power County)

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1. Notice. The property includes an area that has been used to manage hazardous waste regulated under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq. This area consists of a former surface impoundment known as Pond 16S where elemental phosphorus processing wastes have been covered by a low permeability cap. The limits of the RCRA cap area are shown on the attached plat. The area within this perimeter, referred to herein as the "Property," is subject to land use restrictions under Subpart G of Title 40 of the Code of Federal Regulations. The Property encompasses the limits of the final cap and an area at least 20 feet outside the anchor trench as shown on the Survey Plat, Instrument Number 20500921, recorded in Book 861 of Deeds at Page — (Bannock County) and Instrument Number 186469, recorded in Book 2 of Deeds at Page 357 (Power County).

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5. Application. All real estate, lots, parcels or portions thereof located within or on the Property, and any conveyance or transfer covering or describing any part thereof, shall be

**Instrument # 186473**

POWER COUNTY, IDAHO

2005-01-18 02:27:47 No. of Pages: 3

Recorded for : A & E ENGINEERING

CHRISTINE STEINLICHT

Ex-Officio Recorder Deputy M. Muegen Fee: 9.00

Schelske

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subject to the notice, covenants, conditions and restrictions contained herein. By acceptance of such conveyance or transfer, each transferee or grantee and each of his heirs, successors, transferees or assigns agree with Covenantor and each other to be bound by the covenants, conditions and restriction contained herein.

6. Partial Resale, Lease or Sublease. The sale, subdivision, leasing and subleasing of a portion of the Property shall be prohibited unless each such portion resulting from such sale, subdivision, leasing or subleasing will meet all of the requirements contained herein and contained in any applicable, valid governmental ordinances and regulations.

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Dated this 18<sup>th</sup> day of January, 2005.

FMC IDAHO LLC

By: Rob J. Hartman

Its: VICE PRESIDENT

STATE OF IDAHO

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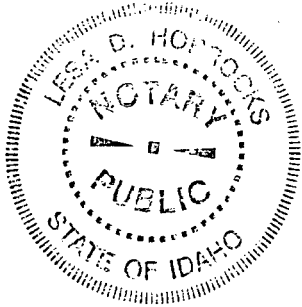
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COUNTY OF BANNOCK

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I certify that I know or have satisfactory evidence that Rob J. Hartman, is the person who appeared before me, that said person acknowledged that (s)he signed this instrument, and that said person on oath stated that (s)he was authorized to execute the instrument as the Vice President of FMC Idaho LLC, and that the instrument was the free and voluntary act of said corporation.

Given under my hand and official seal this 18th day of January, 2005.



*[Handwritten signature of Lesa D. Horrocks]*

NOTARY PUBLIC in and for the State of Idaho,  
residing at Facatello  
My appointment expires 9/16/2005

**FMC Corporation**

FMC Idaho LLC  
PO Box 4111  
Pocatello Idaho 83205-4111  
(208) 236-8200

**FMC** Idaho LLC

January 19, 2005

District V LEPC  
Military Division, Bureau of Hazardous Materials  
William H. (Bill) Bishop  
Attn: District V LEPC  
P.O. Box 83720  
4040 Guard Street  
Boise, Idaho 83720-3401

Power County LEPC  
Di Armstrong, Chair  
P.O. Box 68  
American Falls, ID 83211

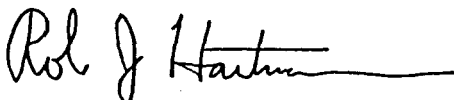
Subject: Notice and Survey Plat for Closed RCRA Hazardous Waste Management Units #11 (Pond 8E), #8 (the Phase IV Ponds), #3 (Pond 15S), and #10 (Pond 16S) at the FMC Idaho LLC, Pocatello Facility

Dear Mr. Bishop and Ms. Armstrong:

FMC Corporation completed closure of RCRA hazardous waste units #11 (Pond 8E), #8 (the Phase IV Ponds), #3 (Pond 15S), and #10 (Pond 16S) at the FMC, Pocatello facility on November 29, 2004. Pursuant to Subpart G of Title 40 of the Code of Federal Regulations and as specified in the EPA-approved RCRA closure plans for Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S, FMC is required to file survey plats (as required under 40 CFR 265.116) with local authorities, specifically the State Office of Emergency Services and the Local Area Emergency Planning Committee. Enclosed find a copy of the deed notice and survey plat for Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S, respectively, that document the location, nature and volume of waste closed within the caps and that the land use is restricted. FMC has initiated required post-closure monitoring and maintenance at Pond 8E, the Phase IV Ponds, Pond 15S, and Pond 16S and does not anticipate any significant emergency issues related to these closed units.

Please feel free to contact me at (208) 236-8216 should you have questions regarding this information.

Very truly yours,



Rob J. Hartman  
FMC Corporation

Enclosures

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 10

1200 SIXTH AVENUE

SEATTLE, WA 98101

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**\*Document Information\***

Document ID #: 1360898  

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File #:  

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Site Name: EMRRR  

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Record of survey sheet layout plan parcel of land located in the N ½ of sections 13 & 14, T6S  
R33E, B.M.

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Record of survey Pond SE final cap parcel, located in the se ¼ NW ¼ section 13, T 6 S, R 33  
E, B.M., Power county

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Record of survey phase IV ponds final cap parcel located in the S ½ NW ¼ Section 13, T 6 S,  
R 33 E, B.M., Power County

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Record of survey pond 15s final cap parcel located in the SW ¼ NW ¼ , section 13 & the SE ¼, NE ¼, Section 14, T 6 S, R 33 E, B.M., power county

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Record of survey pond 16s final cap parcel, located in the S ½ NE 1/4, Section 14, T 6 S, R 33  
E, B.M., Power County