INTERNATIONAL MULTIFOODS
MULTIFOODS TOWER
BOX 2942
MINNEAPOLIS. MINNESOTA 55402-0942

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July 17, 1990

Mr. Jim Colbert United States Environmental Protection Agency Superfund Enforcement Section 726 Minnesota Avenue Kansas City, KS 66101

RE: Response to Request for Information on the InterChem Site in Alton, Iowa

Dear Mr. Colbert:

The notice of potential liability and request for information on the InterChem site in Alton, Iowa, was delivered to me for investigation and response to the request for information. International Multifoods' responses to the Information Request are as follows:

1. Identify the person(s) answering these questions on behalf of International Multifoods.

RESPONSE

David L. Soucy, Manager-Employee Relations & Loss Prevention, P.O. Box 2942, Minneapolis, Minnesota 55402, (612) 340-3983.

Conrad B. Fiskness, Procurement Manager Special Products, P.O. Box 2942, Minneapolis, Minnesota 55402, (612) 340-3716.

- 2. State the nature and extent of your business relationship with any of the Companies (as defined in Definition #9), identified below for the time period from 1975 to the present.
 - a. Silak Corporation
 - b. InterChem, Inc.
 - c. WHB Specialties, Inc.
 - d. DeNova Industries, Inc.

Information provided should include, but should not be limited to the product and generic names of any pesticides sold to or otherwise supplied to any of the_companies_by___

30306984 Superfund Mr. Jim Colbert Page 2 July 17, 1990

International Multifoods and whether International Multifoods had any formulation agreements, as defined in Definition #10 above, with any of the Companies.

RESPONSE

Business Relationship with Subject Companies:

Company	<u>Business</u>	Product	Generic Name	Formulating
Silak Corp.	None ,	None	None	None
InterChem Inc.	Purchased private label	Cattle Spray (5 gallon) Cattle Spray (1 gallon)	None	Yes
		Dry Insecti- cide II	Malathion 4%	Yes
		Shaker Duster	Rabon 3%	No; sub- registered
		Bantox	None	No; sub- registered

WHB Specialties Same as above

DeNova Indust. Purchased Dry Insecti- Malathion 4% Yes private cide II label

The above listing reflects the nature and extent of Multifoods business relationship with these Companies. Multifoods purchased certain products from the Companies indicated which were then sold through the Supersweet Feeds sales organization. The products were shipped to various Supersweet plants and were in turn sold and shipped to the Supersweet dealer network. These dealers in turn sold the products to the final retail consumers. Some of the products mentioned above were produced using formulas provided by Multifoods, and were sold under private label which was provided by Multifoods. At no time and under no circumstances did Multifoods or any of its employees direct or send any ingredients for any of these products to the Alton, Iowa, site. All ingredient origination was handled by InterChem, et al.

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3. If International Multifoods had any formulation agreements with any of the Companies, please identify and provide complete and accurate copies of any contracts, correspondence, invoices, forms or form agreements, or any other documents (as defined in Definition #7 above) which relate to such an agreement. If the documents requested in this Information Request are not in your possession, please identify any person whom you believe possesses any such documents.

RESPONSE

Attached to this response please find the following documents.

- a. A Guaranty Agreement dated May 20, 1981 signed on behalf of InterChem, Inc. by one Arlin Pottebaum, its President, and accepted by Conrad B. Fiskness, Procurement Manager Special Products, on behalf of the Agricultural Products Division of International Multifoods Corporation, said signature being dated May 22, 1981.
- b. A FAX transmission dated 9/12/88 including a Facsimile Transmittal Cover to Mike Bernhardt from Conrad Fiskness with an attached EPA Form 8570-4, Confidential Statement of Formula relating to the product Dry Insecticide II and showing as the name and address of producer DeNova Industries, Inc. in Alton, Iowa. The third page is apparently a sample label for the aforementioned Dry Insecticide II product.
- c. A Discontinued Animal Health Product Form dated May 7, 1987 indicating that the above referenced Dry Insecticide product was discontinued as of that date.
- d. An undated announcement from DeNova Industries, Inc. announcing the sale of the assets of WHB Specialty Products to a new company named DeNova Industries.
- e. A Quotation from InterChem, Inc. dated 9/10/82 representing a quotation for a number of Supersweet label insecticide products. The Quotation is signed by Karen L. Peterson, Sales Manager for InterChem, Inc.
- f. An InterChem Quotation dated 10/26/82 for a Supersweet Farm and Dairy Insect Killer, again signed by Karen L. Peterson, Sales Manager with an attached sample label.

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- g. Two documents, both InterChem Quotations, each dated 12/22/82, representing quotations for additional Supersweet label insecticides and grain coatings, both signed by Karen L. Peterson, Sales Manager for InterChem, Inc.
- 4. If International Multifoods had a formulation agreement with any of the Companies, but documents evidencing such an agreement are not available, please describe the terms of each agreement, the parties to each agreement, the duration of each agreement, the pesticide name(s) involved, the product name(s), and the marketing or distribution arrangements for each agreement.

RESPONSE

See response to Information Request #3 above. The copy of the Confidential Formulation Agreement dated 6/15/88 for Dry Insecticide II is the only such agreement which currently exists as far as we know. All such formulation correspondence was handled by Dr. O. H. Osborn, who has subsequently retired. A search for Dr. Osborn's files has been fruitless.

The business relationship with the Companies worked essentially as follows:

- a. An indemnifying agreement was secured.
- b. Upon information and belief, the confidential statements of formulas were most likely included in the purchase of the segment of the business Arlin Pottebaum purchased from Mr. Bob Wendt of Ag Enterprises in Fremont, Nebraska.
- c. Sub registrations were prepared and submitted for the other items purchased. The registrations were held by the various owners of the business which operated at Alton, Iowa.
- d. No written agreements or contracts were entered into other than the issuing of purchase orders covering each shipment of product.
- e. Multifoods prepared artwork for labels and had labels printed and sent to the respective owners at Alton on an ongoing basis. Multifoods retained ownership of the labels which were applied to the products purchased as required by EPA and Multifoods own specifications.

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- f. The supplier invoiced Multifoods for each shipment made.
- g. Payment was made as per terms of the invoices.

As stated above, the products purchased by Multifoods were sold through the Supersweet Feeds sales organization. Shipments of these products which initially were shipped to the various Supersweet plants were in turn sold and shipped to the Supersweet dealer network. These dealers sell to the final retail consumer.

- 5. Please provide copies of International Multifoods' corporate income tax returns as filed with the Internal Revenue Service for the last five years.
- 6. Please provide copies of International Multifoods' financial statements, shareholder's reports, financial audits, or other financial reports showing International Multifoods' assets, profits, liabilities, and current financial status, for the last five years.
- 7. Please give the names and addresses of any parent or subsidiary companies or corporations and their relationship to International Multifoods, Inc.

RESPONSE

Enclosed please find a copy of the most recent Annual Report for International Multifoods Corporation. I trust that this Report will be sufficient to address International Multifoods' financial responsibility for purposes of this response.

I would like to re-emphasize once again the fact that at no time did Multifoods or any of its employees direct to be sent or actually send any ingredients to the site in Alton, Iowa. All ingredient origination was handled by InterChem, et al. For these reasons, supported by the above referenced documentation, International Multifoods Corporation respectfully requests that it be removed from the list of potentially responsible parties associated with the InterChem site in Alton, Iowa. Please contact me after you have had an opportunity to review these materials, so that we may discuss whether or not you need any

Mr. Jim Colbert Page 6 July 17, 1990

additional supporting information prior to delisting International Multifoods Corporation from the Alton, Iowa, site.

Very truly yours,

INTERNATIONAL MULTIFOODS

David L. Soucy, Manager/

Employee Relations & Loss Prevention

DLS:slh

Attachments

cc: F. W. Bonvino - Mpls. (w/attachments)

D. D. Guimont - Mpls.

C. P. Johnson - Mpls.

D. R. Payne - Mpls.

J. Q. Penrod - Mpls.

GUARANTY

In consideration of the purchase by Agricultural Products Division, International Multifoods Corporation, from the undersigned, of products (called "Products") which are packaged and ready for resale without further processing or packaging by Agricultural Products Division, the seller hereby guarantees to International Multifoods:

- 1. The labels, formulas, instruction and dosage recommendations on each product are and will be in compliance with all applicable State and Federal laws and regulations governing such Products.
- 2. If any formula is supplied to seller by Agricultural Products Division, the product furnished to Agricultural Products Division of International Multifoods Corporation shall strictly conform thereto.
- 3. Each of the Products, as of the date of delivery to International Multifoods, is not adulterated or misbranded or an article which may not be introduced into interstate commerce, or in any other manner violative under any applicable state, federal or other law or regulation including, without limitation, the following:
 - a. Section 404 or 405 or 512 of the Federal Food, Drug and Cosmetic Act and any other applicable section of the Federal Food, Drug and Cosmetic Act.
 - b. The Federal Insecticide, Fungicide and Rodenticide Act.
 - c. The Federal Hazardous Substances Act.
 - d. Any regulations issued by the Federal Environmental Protection Agency.
 - e. The Federal Poison Prevention Packaging Act.
 - f. Department of Transportation Regulations.
- 4. The undersigned will indemnify and hold International Multifoods and its assigns harmless from all claims, liabilities or expenses, including without limitation, injuries or death to persons or loss or damage to property (including Poultry and Livestock), allegedly caused by any of the Products or arising out of or resulting from the use of the Products.

Such indemnity includes, without limitation, reasonable attorney and investigation cost to defend claims made against International Multifoods in connection with the sale or use of the Product.

The undersigned will maintain products liability insurance with bodily injury of at least \$300,000 and property damage limits of at least \$100,000 and furnish to International Multifoods, upon request, a certification of such insurance.

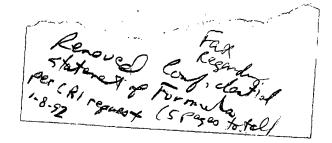
- 5. The undersigned will indemnify and hold International Multifoods and its assigns harmless from any loss, cost or expense arising out of any action or seizure brought by any Federal or State agency because of the alleged failure of the Product's formula, labels or instructions to comply with any statute, rule or regulation, except as to actions or seizures resulting from the acts or omissions of International Multifoods.
- 6. The supplier hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or is an article which may not under provisions of Section 404, 505 or 512 of the Act, be introduced into interstate commerce.
- 7. If the product is a color additive, the supplier guarantees that all color additives listed herein were manufactured by him and (where color additive regulations require certification) are from batches certified in accordance with the applicable regulations promulgated under the Federal Food, Drug and Cosmetic Act.
- 8. If the product is a pesticide, fungicide or rodenticide, the supplier guarantees that the economic poison herein listed is lawfully registered with the Environmental Protection Agency and that same complies with all requirements of the Federal Insecticide, Fungicide and Rodenticide Act as amended.

This Guaranty will not be amended or terminated without at least 30 days advance written notice to International Multifoods Corporation. The termination of this Guaranty will not affect the liability of the undersigned on account of business or transactions previously consummated prior to the effective date of the termination.

Dated this 30th	day of <u>May</u> ,19 <u>P/</u> .
	Company July Cham Jua
	By Jottebaum
	Title Hesident
	Accepted: AGRICULTURAL PRODUCTS DIVISION International Multifoods Corporation By
	Title Man



DeNova Industries, Inc.



Dear Friends:

HAPPY NEW YEAR! We are happy to take this opportunity to thank you for the past business you have done with us. With the beginning of the new year we are pleased to officially announce the sale of the assets of WHB Specialty Products to a new company. The new company's name is;

De Nova Industries, Inc. P.O. Box 231 101 East 10th St Alton, Iowa 51003 Telephone 712-756-8951

The address and phone number have remained the same and all ordering will be done thru this location. New price lists are being prepared and will be sent to you as soon as possible. All of the administrative and production responsibilities have not been worked out and we apologize for any inconveniences this may cause. Those of us who have been asked to remain are ecstatic about the future and hope you will remain one of our special friends.

HAPPY NEW YEAR!



DeNova Industries, Inc.



QUOTATION InterChem, Inc.

P.O. Box 231 101 E. 10th St. Alton, Iowa 51003

Inquiry No.				
Date .	September 10, 1982			
Terms	Net 10 days			
Prices	s gụọted a <u>r</u> e			
F.O.B	duoted are Alton, Iowa			
Delive	Upon Request			

, To

Attn: Conrad Fiskness Supersweet Feeds International Multifoods 1200 Multifoods Building 8th & Marquette Avenue Minneapolis, MN 55402

We are pleased to quote as follows. Your inquiry

Supersweet Cattle Spray Ready to Use (Ciodrin-Vapona) Supersweet Dairy Mist Ready to Use (1% Vapona) Supersweet Livestock Spray w/Pyrethrin .075	4/1 gallon 5 gallon can 30 gallon dr 55 gallon dr 4/1 gallon 5 gallon can 4/1 gallon 5 gallon can	3.15/gal. 5.00/gal.	15.40/cs. 16.64/ea. 94.18/dr. 159.83 12.60/cs. 13.00/ea.
(1% Vapona) Supersweet Livestock Spray w/Pyrethrin	5 gallon can 4/1 gallon	5.00/gal.	13.00/ea.
.075			20.00/cs
Consumer Daims & Timestank Consum			21.79/ea
Supersweet Dairy & Livestock Spray (14.4% Ciodrin Concentrate)	12/1 quart 4/1 gallon	6.25/qt. 22.64/gal.	75.00/cs 90.56/cs
Supersweet Ciodrin Vapona EC (10% Ciodrin-2.5% Vapona)	4/l gallon 5 gallon	16.87/gal.	67.48/cs 80.53/ea
Supersweet Super Malathion (57% Malathion)	12/1 quart 4/1 gallon	4.06/qt. 12.32/gal.	48.72/cs 49.28/cs
Supersweet Shaker Duster (3% Rabon Dust)	12/2# cans	1.48/ea.	17.80/cs
Supersweet Dry Insecticide II (4% Malathion)	25 lb. pail		6.50/pl
Supersweet Bantox (Toxaphene & Malathion)	4/l gallon 5 gallon can	8.50/gal.	34.00/cs 38.65/ea
Supersweet Throw-Away Dust Bag Kit Supersweet Throw-Away Dust Bag Kit	-)	7.00/cs 7.50/cs
	(14.4% Ciodrin Concentrate) Supersweet Ciodrin Vapona EC (10% Ciodrin-2.5% Vapona) Supersweet Super Malathion (57% Malathion) Supersweet Shaker Duster (3% Rabon Dust) Supersweet Dry Insecticide II (4% Malathion) Supersweet Bantox (Toxaphene & Malathion) Supersweet Throw-Away Dust Bag Kit	(14.4% Ciodrin Concentrate) 4/1 gallon Supersweet Ciodrin Vapona EC 4/1 gallon (10% Ciodrin-2.5% Vapona) 5 gallon Supersweet Super Malathion 12/1 quart (57% Malathion) 4/1 gallon Supersweet Shaker Duster 12/2# cans (3% Rabon Dust) Supersweet Dry Insecticide II 25 lb. pail (4% Malathion) Supersweet Bantox 4/1 gallon (Toxaphene & Malathion) 5 gallon can Supersweet Throw-Away Dust Bag Kit w/10# 1% CoR	(14.4% Ciodrin Concentrate) Supersweet Ciodrin Vapona EC (10% Ciodrin-2.5% Vapona) Supersweet Super Malathion (57% Malathion) Supersweet Shaker Duster (3% Rabon Dust) Supersweet Dry Insecticide II (4% Malathion) Supersweet Bantox (Toxaphene & Malathion) Supersweet Throw-Away Dust Bag Kit w/10# 1% CoRal

Claren & le

Hospers Press Hospers, Iowa 51238



QUOTATION InterChem, Inc.

P.O. Box 231 101 E. 10th St. Alton, Iowa 51003

Inquiry No
Date October 26, 1982
Terms Net 10 days
Prices quoted are F.O.B. Alton, Iowa
Delivery

Mr. Conrad Fiskness International Multifoods Multifood Tower Box 2942 Minneapolis, MN 55402

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	Supersweet Farm & Dairy Insect Killer, 6/2 lb. bomb 2 lb. dairy aerosol bomb Hydro-carbon filled - natural pyrethrin	\$5.60/ea.	\$33.60/cs
•			
	NOTE: Minimum order - 250 cases		
·			
	Saren .	120	



FARM 8 DAIRY

The second secon

AUTON Reep out of feach of children

NET WEIGHT: 20 LBS (907.2 gma.)

PRECAUTIONARY STATEMENTS Hazarda to Humans & Domestic Animals CAUTION

Harmful if smallowed or absorbed through shin. Avoid breathing of vapors or spray mist. Avoid contact with shin and eyes, he case of contact, immediately flush eyes or shin with planty of water. Obtain medical attention if irritation persists.

Do not apply directly to load. In commercial food handling facilities, Cover or remove any food and food processing equipment during application. Do not apply while food processing is underway. After space spraying food processing plants, wesh all equipment, percess, shelving, etc. where expused food will be handled, with potable water. In the home, all food processing surfaces and intensits should be covered during freatment or thoroughly washed before who.

Remove pets, bilds and cover fish aquariums before spraying

ENVIRORMENTAL HAZARDS

This product is toric to fish, birds and other wildlife, DO NOT APPLY DIRECTLY 10 WATER. Do not contaminate water by cleaning of equipment or disposal of wastes. Apply this product only as specified on this label.

PHYSICAL OR CHEMICAL HAZARDS

Contants under pressure. Do not puncture or incinerate container. De not use or store near heat or open flame. Exposure to temperatures above 130 °F may cause bursting.

DIRECTIONS FOR USE

It is a violation of federal law to use this product in a manner inconsistent with its tabeling

STORAGE AND DISPOSAL

Storage. Store in a cool area away from heat and open flame.

Disposal. Do not re-use empty container. Wrap container and put in trask collection

DAIRT FARM USE: Milking Parlor and Milk Room: Close all windows and doors. Direct spray upwards, spraying for 6-68 seconds fer I 000 cu. It of space. Do not remain in treated areas. Ventilate after treatment. Cover milking utensits and milk to prevent contains also from spray or dead or falling insects.

ANIMAL USE: Inorrughly spray entire animal from approximately 2 ft distance. Do not spray directly toward animal's eyes, Spot tireal without shoulders, and back where salive accumulates from head tossing.

STANCHION BARN USE: hail behind animals and direct spray over backs, allowing 5 seconds per animal. For most affective results apply each intening.

POULTRY OPERATIONS: In poultry houses, close all windows and doors. Spray at the rate of \$100 seconds per 1,000 cu. It. of space 00 not remain in treated areas. After 15 minutes ventilate the area, freat daily or as necessary.

ARIMAL USE: For animal application, direct spray over backs of hogs and spray for \$ seconds per hog. Do not spray directly toward the artificial or eyes. Repeat application daily or as necessary.

HORSE BARRS OR STABLES: In huse and pony barns, close all windows and doors. Spray at the rate of 26% seconds per 1,000 cs. It of usuce to one ismain in treated area. After 15 minutes ventilate the area. Repeat the application as necessary.

ARIMAL USE: for animal application, lightly mist over backs of horses and ponies from a distance of 2 ft. Do not spray directly toward the animal's face or eyes. Repeat application daily or as necessary.

BEEF CAITLE OPERATIONS: In harns, close all windows and doors. Spray at the rate of \$16 seconds per 1,000 cm. It of space. De init remain in freatest area. After 15 minutes ventilate the area. Repeat application as necessary.

ARIMAL USE: For animal application, thoroughly spray entire animal from approximately 2 ft. distance. Do not spray directly toward animals since or eyes. Repeat application daily or as nocessary

1000 PROCESSING PLANT USE: To hill coaches, spiders, silverlish, masps, hornets, crickets. Spray the insect directly when possible. Spray all probable hiding places such as cracks, crevices, baseboards, sinks, cabinets, shelves, under appliances, in food storage areas. To hill thes, Musquitos, Gnats. Small Flying Moths. Close all windows and doors. Direct spray upward, spraying for 8.2 seconds for 1.300 cubic feet of space. Do not remain in treated areas, Ventilate after treatment.

HOME USE: In hill reaches, spicers, silverlish, wasps, hornels, crickels. Spray the insect directly when possible, and spray all probable hiding places such as cracks, crevices, biseboards, sinks, cabinets, shelves and under appliances. Repeat as necessary. Buyer assumes all risks of use, storage or handling of this material not in strict accordance with directions given herewith.

Manufactured By InterChem, Inc. Alton, Iowa 51003



QUOTATION InterChem, Inc.

P.O. Box 231 101 E. 10th St. Alton, Iowa 51003

Inquiry No				
Date _	December 22, 1982			
Terms	Net 10 days			
Prices F.O.B.	quoted are _Alton_Towa			
Deliver	n.,			

| To

Mr. Conrad Fiskness
International Multifoods
Multifoods Tower - Dept. 1295
Box 2942
Minneapolis, MN 55402

We are pleased to quote as follows. Your inquiry

Quantity	Description		Price	Amount
	Supersweet 12½% Lindane EC (per Supersweet Formulation)	12/1 pint 12/1 quart 4/1 gallon 5 gallon can	2.23/pt. 3.84/qt. 11.95/gal.	26.76/cs 46.08/cs 47.80/cs 56.62/ea
	Supersweet Cattle Spray (Ciodrin-Vapona)	4/1 gallon 5 gallon can	4.40/gal.	17.60/cs 19.00/ea
	Supersweet Trichlorfon 8%	4/1 gallon	6.75/gal.	27.00/cs
	26.76 2.50 2.50 2.50 2.50 2.50 2.50 2.50 2.50	32.45	3.50	27.50 .36 .04 3.70 31.10



QUOTATION InterChem, Inc.

P.O. Box 231 101 E. 10th St. Alton, Iowa 51003

Inquiry	No
Date _	December 22, 1982
Terms	Net 10 days
Prices F.O.B.	quoted are See Below
Deliver	

i To

Mr. Conrad Fiskness
International Multifoods
Multifoods Tower - Dept. 1295
Box 2942
Minneapolis, MN 55402

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	Supersweet 6% Malathion Grain Coating 50 lb. bags	40 bags per	pallet
,	2 to 5 6 to 9 10 to 13 14 to 17 Pallets Pallets Pallets Pallets	18 & up Pallets	
lb. bag	\$30.81/bag \$29.92/bag \$29.02/bag \$28.35/bag	\$27.69/bag	
·	Supersweet 2% Malathion Grain Coating 50 lb. bags	40 bags pe	r pallet
	2 to 5 6 to 9 10 to 13 14 to 17 Pallets Pallets Pallets Pallets	18 and Up Pallets	·
lb. bag	\$19.65/bag \$18.75/bag \$17.86/bag \$17.19/bag	\$16.52/bag	
	New improved Red Wheat Flour base - test show improved flowability, stability and malathion absorption.		
-	FREIGHT POLICY		
	Freight - 5,000 lbs. prepaid. Less than 5,000 lbs. FOB Alton, IA with a 3¢/lb. freight allowance off invoice. Customer pick-up allowance of 3¢/lb. on orders totalin over \$500.00 will be allowed. A 2% TruckLoad Discount of 40,000 lbs. will also be allowed.		
		20	•

By Daren I Vellison