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VIA EMAIL: RA-EPNCECComments@pa.gov

VIA FIRST CLASS MAIL

Mr. Randy Farmerie, P.G.
Department of Environmental Protection
Hazardous Sites Cleanup Program
208 W. Third Street, Suite 101
Williamsport, PA 17701-6448

February 12, 2025

RE: In the Matter Of Benner Township PFAS Investigation Site,
Benner, Patton and College Townships, Centre County, Pennsylvania
Consent and Order Agreement Comments of Walnut Grove Estates Residents'

Dear Mr. Farmerie:

On behalf of the residents of Walnut Grove Estates, I appreciate the opportunity to submit the enclosed comments to the Consent and Order Agreement in the Matter Of Benner Township PFAS Investigation Site, Benner, Patton and College Townships, Centre County, Pennsylvania.

Should you have any questions or wish to discuss this matter further, please feel free to contact me.

Very Truly Yours,



Christine L. Line

Enclosure:
- WGE Comments to COA

Straight, Forward Advocacy

IN THE MATTER OF: BENNER TOWNSHIP PFAS INVESTIGATION SITE BENNER, PATTON AND COLLEGE TOWNSHIPS, CENTRE COUNTY, PENNSYLVANIA	COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION HAZARDOUS SITES CLEANUP ACT
WALNUT GROVE ESTATES' RESIDENTS COMMENTS TO THE CONSENT ORDER AND AGREEMENT	

These comments are being provided responsive to the Consent Order and Agreement by and between The Pennsylvania State University and The Commonwealth of Pennsylvania Department of Environmental Protection, which was published in the Pennsylvania Bulletin, Volume 55, No. 2, December 7, 2024. These comments are being provided by and on behalf of residents within the Walnut Grove Estates community, comprised of approximately 40 households, located in Benner Township, State College, Pennsylvania, through their counsels, Line Legal, LLC and Cuker Law Firm.

A. Overview

Residents of the Walnut Grove Estates community (hereinafter “WGE”) contend that the Consent Order and Agreement (hereinafter “COA”) fails to hold The Pennsylvania State University (hereinafter “University” or “PSU”) fully accountable for the release of PFAS, PFOS, PFOA, PFNA, PFHxS, PFHpA, and PFBS (hereinafter referred to generally and collectively as “PFAS”) contamination into the aquifer that supplies WGE residents with well water. As a result of the contamination, WGE residents have consumed toxic water that the Department of Environmental Protection (hereinafter “DEP”) and/or PSU knew or had reason to know was contaminated and failed to properly inform the residents of the contamination in a timely manner so that they could take remedial measures to prevent ingestion of and exposure to these “Forever

Chemicals.” The COA is inadequate in specifying testing sites, the results of which serve to trigger certain action-items in the COA. The COA also fails to account for the economic impact to residents, as it contemplates shifting the financial burden of water filtration management onto homeowners for a forever chemical issue that was not of the residents’ creation but is now to be their financial burden forever. The COA further fails to account for soil contamination within the WGE community and is silent on matters related to soil usage including the harvesting of fruits and vegetables from contaminated soils watered with contaminated waters, as the water filtration systems installed by DEP offer limited protections to outside water sources, such as hose bibs. As described more fully herein, this COA has been viewed by many as a “slap on the wrist” against an entity that confers favor and victim-status for a situation of its own creation.

B. Technical Comments of Residents in Walnut Grove Estates

Page 3, Paragraphs G-H: Inasmuch as DEP began its investigation into the contamination in 2019, residents of WGE are confounded and frustrated that DEP failed to provide notice of this contamination to them until 2021. This lack of notice to the affected public allowed residents to consume contaminated water for years before knowing that remedial action needed to be taken. The failure to provide notice of even “potential” contamination runs counter to DEP’s

Mission Statement:

The Department of Environmental Protection’s mission is to protect Pennsylvania’s air, land and water from pollution and to provide for the health and safety of its citizens through a cleaner environment. We will work as partners with individuals, organizations, governments and businesses to prevent pollution and restore our natural resources.

The WGE community has suffered adverse medical effects as a consequence of the exposure to PFAS including positive blood-test results far in excess of the accepted PFAS MCL

levels, medical conditions commonly associated with PFAS exposure, and even death. The residents do not believe that this COA acknowledges both DEP and the University's duty to notify them of the exposure in a reasonable amount of time in order to afford the opportunity to mitigate their exposure to the toxins. The delay in notifying residents of the contamination runs contrary to guidance issued by the National Academies and Commonwealth of Pennsylvania Executive Order 2018-08, which established a "PFAS Action Team" of whom the Secretary of the DEP was appointed Chairperson. (See National Academies of Sciences, Engineering, and Medicine. 2022. *Guidance on PFAS Exposure, Testing and Clinical Follow-Up*, Washington, DC: The National Academies Press. <https://doi.org/10.17226/26156>; Commonwealth of Pennsylvania, Executive Order 2018-08 (EO) September 19, 2018, published at 48 Pa.B. 6382 (October 6, 2018).

Further, as DEP and the University know, residents have been previously exposed to ethylene bromide ("EDB"), which is a common element of aviation gas. This COA and all related remediation plans, and associated waters and soils testing requirements, should also include testing for EDB.

Page 4, Paragraph I: The COA fails to note that the DEP has not dug any monitoring wells and which of the affected wells it relies upon for sample results. We note the possibility of choosing a well that provides favorable results, therefore, multiple wells need to be selected when testing is performed. Further, the DEP has not conducted soil sampling within the WGE community. As such, the COA is incapable of identifying the contamination "plume" or its migration. These investigatory inadequacies should be resolved prior to the parties engaging in this agreement.

Page 5, Paragraphs K-L: These paragraphs are misleading and unnecessarily deflect the University's obligation to use aqueous film-forming foam (hereinafter "AFFF") responsibly and

in the manner instructed by the manufacturer for use and disposal. It has been known since the late-1970s that AFFF had toxic properties which required that it be disposed of with care. (See “3M” Material Data Safety Sheet 7411, 3/77R FC-203, 3/77R FC-600, June 1977 FC-207B, Dec. 1978, Aug 1979, attached hereto as Exhibit “1”)

Based on the HDR “due diligence report,” it appears that Penn State began using AFFF in the mid 1980’s and expended AFFF was dumped on the ground from that time until 2006. Throughout this time, Penn State should have known better.

AFFF is known to be toxic to biota. By discharging a toxic pollutant to groundwater, Penn State violated Pennsylvania’s Clean Streams Law, which has been in force since 1937. Because of these toxic properties, the manufacturers’ Material Safety Data Sheets (MSDS) for AFFF consistently cautioned users that AFFF should only be discharged to wastewater treatment systems, not to the ground, and even the discharges to wastewater systems should be gradual, so as not to overwhelm those systems with toxins. (Exhibit “1”) Therefore, the University’s failure to contain the runoff of AFFF as late as 2020 serves as an admission that they failed to use the AFFF in accordance with manufacturer instructions and the requirements of the Clean Streams Law. (Exhibit “1”)

There is tension between the University’s statement that it conducted its training “in strict compliance with the requirements of the Federal Aviation Administration (hereinafter “FAA”) and related federal regulations” and the actual results of the AFFF’s permeation into and contamination of the aquifer and soils within the investigation area. This cannot be demonstrated more clearly than the irresponsible use of AFFF next to the Pond 1A water detention area. (See HDR GTAC7-4-106 Due Diligence Summary Report)¹ Additionally, both DEP and the University knew or had

¹ Benner Township PFAS Investigation GTAC7-4-106 Due Diligence Summary Report, June 2021. (continued next page)

reason to know as early as 2016 that Pond 1A and its adjacent grounds has been known to leach other chemicals into the aquifer, including but not limited to ethylene bromide, which contaminated WGE wells in the past. Accordingly, the residents believe that the statements in this paragraph should be stricken as the University and DEP had knowledge of the AFFF hazards and water patterns in WGE and yet still disregarded them.

Pages 6-7, Paragraphs O, Q and R: As indicated in previous comments, residents believe that both DEP and the University failed to notify them of the contamination in a reasonable time after first becoming aware of the contamination.

The residents further do not believe that the “remedial response action” identified in these paragraphs sufficiently remediates the contamination as it exists on their properties. Bottled drinking water was provided to the residents years after the contamination was identified. As discussed further herein, the remediation plan transfers the financial burden of maintaining the Point of Entry Treatment systems (hereinafter “POET”) to the homeowners, including the disposal of the filters themselves, which are deemed to be hazardous materials and require disposal in accordance with hazmat guidelines. The remediation plan fails to consider medical monitoring and/or medical treatment for residents who have not only consumed the contaminated waters, but who have also tested positive for PFAS in their blood or have otherwise suffered adverse medical consequences from exposure to the toxins.

Finally, the COA is silent on DEP’s instruction to residents within the WGE community, and possibly elsewhere in the investigation area, to mark their property deeds in order to disclose to future owners that the properties contain hazardous substances. The requirement of the DEP that owners mark their property deeds serves to stigmatize the properties without any

compensation to the residents. As such, the WGE residents ask DEP and the University to consider the ineffectiveness of this remediation plan and its failure to address the lasting effects on WGE residents, including the diminution of their property values, while limiting the University's liability for the contamination.

Page 7, Paragraphs S-U: The COA fails to properly identify (1) that the DEP has not dug any monitoring wells in the investigation area to serve as a control for sampling and testing purposes, and (2) which of the existing affected wells it relies upon for sample results. The over generalization of the DEP's sampling further serves to confuse remediation efforts and obligations. Nowhere in the COA has DEP identified the boundaries of the contamination "plume" or its migration. These investigatory inadequacies should be resolved prior to the parties engaging in this agreement.

Pages 7-8, Paragraphs V-W: These paragraphs need to be rewritten as they are self-contradictory and unclear as to whether or not soil samples taken from the airport were at or above the 0.007mg/kg threshold. Testing locations, sampling dates and times the samples were procured may be helpful to clarifying these paragraphs.

Further, the COA fails to note that no soil testing has been performed by the DEP in the WGE community, in spite of the DEP's instruction to have residents mark their deeds as contaminated properties. This stigmatizing effect to the residents, as discussed above, demonstrates the inadequacy of the investigation and the ill-considered response which does nothing to hold the responsible party "responsible" for the consequences of the contamination to the residents. It further illustrates the incomplete nature of the investigation: if soils within WGE have not been tested, then on what basis and evidence does the DEP defend its demand that residents mark their deeds to reflect property contamination? Either the land is or it is not

contaminated, but to require the residents to mark their deeds in the absence of soil testing within the community is remarkably unfounded and disproportionate to DEP's inadequate and incomplete investigation. The COA should reflect that a thorough investigation has not been conducted, set the remediation strategy owed to these residents, and mitigate lasting consequences of this contamination of the private citizens of the Commonwealth.

Page 8, Paragraph X: This paragraph speaks to policy of the federal government regarding PFAS contamination enforcement but fails to acknowledge the host of laws within the Commonwealth, including the Pennsylvania Constitution, that prohibit the degradation of water supplies. The residents of WGE are relying upon the DEP to uphold the statutes and regulations that require not only protection of its waters and soils, but also to enforce remedial measures to mitigate continuing and future contamination.

Page 10, Paragraph HH: As discussed herein, the COA does little to recognize the "costs" of the residents in WGE who have been deprived of clean water and soil as a result of this contamination. The COA fails to contemplate long-term costs by incorporating medical monitoring and/or treatment for residents who consumed these toxic waters for years before being informed by DEP or the University that such contamination existed. The COA further fails to contemplate the property devaluation and associated stigma of requiring the residents of WGE to mark their property deeds to reflect the contamination to these properties.

Aside from the diminution in property values, the COA transfers the burden of maintaining the POET systems from the "responsible party" to the "innocent victims" of this contamination. The COA fails to require the University to ensure that the residents of WGA are provided with clean drinking water in perpetuity. There is tension in the COA's intent to absolve the University's maintenance of the POET systems after a short amount of time, but to hold the deed marking

restriction on WGE residents in perpetuity. In other words, the deed marking obligation, if determined to be necessary and warranted by soils testing, by property owners should exist only as long as water and soils sampling test results demonstrate evidence of contamination in excess of the MCL.

Finally, the COA fails to require the University to supply clean drinking water to the WGE residents in perpetuity – by whatever means necessary, including but not limited to the supply of public drinking water, installation of a water tower, or perpetual maintenance of the POET systems. The COA is silent on the long-term goal of providing WGE residents with public drinking water. This is a “cost” of the contamination that cannot be ignored and would offer a positive long-term remedy to a “forever” problem.

Page 11, Paragraph 2: This paragraph should further state plainly that this agreement has no effect, limiting or otherwise, on private legal actions for compensation by affected parties.

Page 12, Paragraph 3f: This paragraph fails to specify whether the WGE community is located within the “airport site” such that it would be afforded the remedial measures of the Cleanup Plan or Final Report. Due to its geographic proximity to the airport and the fact that the contamination flowed from the airport to the WGE community, using the Pond 1A water detention pond as a conduit, it is a logical conclusion that the airport site would and should include this community.

Page 14, Paragraph 4a-d: The WGE residents request that the Remedial Investigation Work Plan that proposes the required remedial efforts be made available to them, as well as Benner Township, for comment and possible modification of the plan based upon comments received.

The WGE community further requests that the Remedial Investigation Work Plan include remediation of affected soils pursuant to PA Code 25 Chapter 250.408(a), (b2) and (e).

Page 15, Paragraph 4f: As mentioned above, the WGE community needs to be included in the “airport site” so that it is afforded all relief and benefits contemplated in the Cleanup Plan and Risk Assessment or Remedial Investigation Report.

Pages 16-18, Paragraphs 4h - j: These are the most troubling paragraphs of this agreement to WGE residents. First, there is concern that the “eight consecutive quarterly samples or a lesser number of events approved by the Department” is a transfer of the duty to test and maintain the POET systems to the residents far too quickly, as it could amount to a time frame of less than two years. The COA fails to consider that the WGE residents are the innocent victims of this contamination and without financial resources sufficient to maintain and replace, if necessary, the POET systems and their filters on an on-going basis, in perpetuity. This remedial measure falls short in providing residents permanent access to clean drinking water and fails to contemplate measures that could provide the WGE residents with public drinking water.

These paragraphs further contradict the DEP’s identification of the University as the “responsible party” on Page 9, Paragraph CC, as it states on Pages 17-18, that:

subparagraphs 4.h, i. and j. shall not be construed as an admission that any PFAS impacts at the residential properties within the Department Investigation Area or otherwise identified on Exhibits B or C are or were caused by the release of PFOS, PFOA, PFBS, PFNA or PFHxS at or from the Airport Property or that such residences are within the boundaries of the Airport Site.

This language is an unconscionable exclusion of liability favorable to the University and against Commonwealth citizens which DEP has a duty to protect. This statement, by leaving the residents of WGE out of the geographic designation of the “airport site,” and specifically disclaiming that the PFAS contamination could have been caused by the University, connotes to the WGE residents that they have been intentionally excluded from any meaningful remediation

of this “forever” situation; a situation which has resulted in adverse medical conditions, death within the community, and the obvious contamination of soils and waters prompting DEP’s required marking of their property deeds to reflect that their properties now contain hazardous substances. That such language would be included, *and endorsed*, by a government agency vested with the obligation to protect its residents is an affront to the promises afforded by the Constitution of the Commonwealth of Pennsylvania and the mission statement of the DEP. In sum, this paragraph serves to negate the duty to provide relief to the WGE residents and, as such, amounts to a clean-up plan of government-owned airport property only. To say that the WGE residents feel abandoned by both the Commonwealth and the University for a situation they had no hand in causing, but have been affected by on a physical, emotional, financial and biometrically cellular level, is an understatement. Accordingly, the WGE residents request that the language quoted and cited above be stricken from this agreement and replaced by language that affords residents the same remedial benefits that the University seems to have afforded itself.

Page 22, Paragraph 13: This paragraph raises the same concerns as those discussed in relation to Pages 16-18. The statement that the University “has fully resolved its liability to the Department for the Airport Site and Past Response Costs for the Department Investigation Area” highlights that this agreement is merely a clean-up plan of government-owned, airport property. This Paragraph omits any discussion of the remedial measures due to the properties within the “Investigation Area” that are geographically adjacent to the “Airport Site.” Further, this paragraph essentially states that no further remediation or compensation is owed to those beyond the “Airport Site.” As such, this paragraph highlights the DEP’s abrogation of its duty to ensure that the citizens of this Commonwealth are afforded the same remedial rights and measures that the Commonwealth expects from government-owned entities. This paragraph instills no obligation

that the “responsible parties” have been charged with the duty to remediate and restore the citizens’ quality of life they enjoyed prior to the contamination, and, in fact, does the opposite by stating that once the government-owned airport property is remediated, the University’s duties to the DEP are discharged and complete.

Page 23, Paragraph 17 a.-b.: These paragraphs should include a subpart “c.” that contemplates that nothing in this agreement precludes or restricts the rights of third parties to sue either or both the University and the DEP for civil, criminal, and/or administrative damages, including but not limited to punitive damages, for either or both, the contamination and the responsive remediation necessitated by this COA.

These paragraphs should further include a subpart “d” that contemplates that the residents of WGE whose soils and wells have been affected by the contamination are forever discharged and relieved of any and all liability for spreading the existing contamination, in perpetuity or for as long as the deed restriction exists on their properties. This is significant as the WGE residents are undergoing the transition from on-lot septic systems with discharge fields to public sewer installation that will require the disturbance and transfer of contaminated soils. Further, hydro-geothermal HVAC units owned and operated by several of the WGE residents cycle well water through its system and discharge same into the aquifer. Residents should be indemnified and held harmless of any liability for their discharge of these contaminated waters and soils from their properties. Alternatively, this COA should more thoroughly address those impacted in the investigation area but outside the “Airport Site” so that proper remediation can occur.

C. General Comments of Residents in Walnut Grove Estates

The following are general comments to the COA by WGE residents and the effect that this contamination has had on their day-to-day lives:

- Many residents have lost the quiet enjoyment as a result of not knowing whether the water they are consuming or bathing with is safe or will ever be safe again.
- The PFAs family is known for adverse medical effects. There is no medical monitoring established for the residents. Residents have had blood-positive test results and are experiencing adverse medical effects, including sudden death, in the community since the contamination.
- The issue with the water has caused families to re-plan child birth as the consequences to a fetus from the blood-borne toxins is too great a risk to take.
- The COA fails to identify a standardized location of water testing; no sample wells have been dug to uniformly monitor contamination levels.
- The COA fails to indicate that any soil testing was performed in the WGE community and, as PFAS has been found in residential soils via private testing, this should be a part of the COA and contamination remediation. This is especially important as soils will be disrupted by an incoming sewerage project through the contaminated development. Additionally, the COA is silent as to any duties or obligations of the University or citizens within the Investigation Area concerning the isolation, sequester, and/or the non-removal of contaminated soils from the contaminated areas. At a minimum, the residents should be absolved of liability for the transfer of contaminated soils and the COA should contemplate and include any associated expense with the handling of these soils so as to not financially burden the residents. Finally, the residents should be indemnified and held harmless for

any consequences of exposure to any third parties who may come into contact with or be exposed to the contaminated waters and soils in their community.

- The COA transfers the financial burden of maintaining water filtration systems installed at residential properties back onto the residents after a certain amount of time has elapsed; however, PFAS are known as “forever chemicals” and the residents have been told by DEP to mark their property deeds as a hazardous contamination site. With the effect of deed marking being permanent, so too should the financial costs of maintaining clean water be borne by the University *permanently*. There is additionally no language concerning water filtration system failures and who is responsible for the costs of replacement.
- It further needs to be insured that water filtration systems filter water fed to both the interior of the homes and outdoor hose bibs. The failure to filter hose bibs negates the residents’ abilities to water vegetable gardens and fill swimming pools with non-contaminated waters. Additionally, without soil remediations, the residents cannot ingest anything grown on site, including produce from fruit trees, vegetable and fruit gardens, etc., without ingesting contaminants.
- There is no language in the COA that indemnifies and holds residents harmless from discharging contaminated waters or soils from their properties. The residents did not cause this contamination and should be insulated from any liability, whether civil, criminal, or administrative (i.e. environmental) for the contaminated nature of the waters and soils.
- The transfer of water sampling and testing from the DEP to the University gives the appearance of impropriety and conflict-of-interest as the University is best served to report clean water results in order to absolve itself of on-going maintenance of the residential

POET systems. Further, as mentioned above, a multitude of test sites should be required in order to limit the use of wells that yield favorable test results.

- The COA is silent on environmental remediation and the effect on Spring Creek, which statutorily holds the designation as “Class A” waters ideal for recreational and food-supply fishing. In the face of this known contamination, the COA should require frequent and periodic testing of this waterway to confirm that the contamination levels are below allowable limits. Further, warning signs should be posted throughout the Investigation Area and in particular areas of recreation, informing hunters, anglers and recreational swimmers of the contamination and its known impact upon one’s health if exposure occurs. Finally, the COA is silent on whether any efforts need to be taken to alter the Class A designation of this waterway to reflect the “forever” chemical contamination.
- The COA is silent on the environmental remediation owed to the Benner Hatchery and Bald Eagle Creek Fishery for contamination they have suffered and their right to clean water.
- No compensation has been offered to the residents in an effort to support soils remediations, medical monitoring and/or treatment, property devaluation, and the loss of use and inconveniences associated with this contamination.
- In short, the COA is conspicuously and intentionally devoid of any language addressing remediation and compensation to those in the WGE community that have been harmed in the manners described above. This issue cannot be concluded until this has been properly addressed.

D. Conclusion

The WGE residents appreciate the opportunity to comment on this COA and convey their concerns to the University and the DEP in this forum. Should either party believe that further discussion on any items discussed herein would be of benefit, please do not hesitate to bring it to the attention of counsel.

Respectfully Submitted,

Line Legal, LLC



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February 12, 2025
Date:

EXHIBIT “1”

MATERIAL SAFETY DATA SHEET

3M
3M Center
St. Paul, Minnesota 55101
(612) 733-1110

Form 15593-B PWO

DUNS NO.: 00-617-3082

Chemical Family	Fire Control Agent	Trade Name	L-4694 Mil Spec. Grade AFFF 6% Concentrate
3M I. D. Number	Commercial Chemicals Division		

1. INGREDIENTS	CAS. #	%	TLV® (unit)
Water	7732-18-5	78	
Butyl Carbitol	112-34-5	14	Not Established
Urea		4	Not Established
Surface Active Agents		4	Not Established

2. PHYSICAL DATA				
Boiling Point	Initial	212°F	Solubility in Water	Miscible
Vapor Pressure			Specific Gravity (H ₂ O=1)	~1.03
Vapor Density (Air = 1)			Percent Volatile	92
Evaporation Rate (	B.A. =1)	<1	pH	7.5-9

Appearance and Odor

3. FIRE AND EXPLOSION HAZARD DATA			
Flash Point (Test Method)	None (Pensky-Martens C.C.)	Flammable Limits:	LEL = UEL =
Extinguishing Media	L-4694 is a fire extinguishing agent.		
Special Fire Fighting Procedures	None		

Unusual Fire and Explosion Hazards None

4. ENVIRONMENTAL INFORMATION
Spill Response
Collect spilled material. Wash residue to a wastewater treatment system.

Recommended Disposal

Blend to a wastewater system with secondary treatment in accordance with local regulations. Reduce discharge rate if foaming occurs. Alternatively burn concentrate in a chemical waste incinerator.

Environmental Data

Biochemical Oxygen Demand (BOD) 10 Day - 0.25 g/g
Chemical Oxygen Demand (COD) - 0.35 g/g
Flow through 96-Hr. LC₅₀ Fathead Minnow (*Pimephales promelas*) - >1500 mg/l
Acute inhibition of activated sludge O₂ uptake rate - None @ 1000 mg/l

Threshold Limit Values listed above are current to 1979. Because they are reviewed yearly by ACGIH and subject to change (usually to a lower value) it is necessary for the user of this Material Safety Data Sheet to maintain a list of revised TLV's and update the sheet periodically.

10 098528

3M_BELL03192031

TRADE NAME: L-4694 Mil Spec. Grade AFFF 6% Concentrate

5. HEALTH HAZARD DATA

Eye Contact

L-4694 is minimally irritating ocularly. Person coming in direct eye contact with the concentrate would experience slight, transient irritation.

Skin Contact Animal studies indicate L-4694 is minimally irritating to the skin. Direct skin contact with the concentrate may produce slight reddening in some individuals. Prolonged or repeated contact should be avoided.

Inhalation

Inhalation of the spray or mist during use of L-4694 is not expected to be a hazard.

Ingestion

L-4694 is practically non-toxic upon acute oral administration. The LD₅₀ (rat) is greater than 5g/kg.

Suggested First Aid

EYE CONTACT: Flush eyes with plenty of water. Call a physician.

SKIN CONTACT: Wash affected area with soap and water.

INGESTION: Induce vomiting. Call a physician.

6. REACTIVITY DATA

STABILITY ☐ Unstable ☒ Stable	Conditions to Avoid
INCOMPATABILITY	Materials to Avoid
HAZARDOUS POLYMERIZATION ☐ May Occur ☒ May Not Occur	Conditions to Avoid
Hazardous Decomposition Products	

7. SPECIAL PROTECTION INFORMATION

Eye Protection Safety Glasses	Skin Protection
Ventilation	
Respiratory and Special Protection	
Other Protection	

8. PRECAUTIONARY INFORMATION

Avoid eye and skin contact.

9. DEPARTMENT OF TRANSPORTATION

DOT Proper Shipping Name N/A	DOT Hazard Class N/A	Issue Date	Supersedes None
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The information on this Data Sheet represents our current data and best opinion as to the proper use in handling of this product under normal conditions. Any use of the product which is not in conformance with this Data Sheet or which involves using the product in combination with any other product or any process is the responsibility of the user.

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