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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I  
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

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IN THE MATTER OF: )  
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)  
The Union Chemical Company )  
Site, South Hope, Maine )  
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)  
Proceeding under Section 122(g)(4) )  
of the Comprehensive Environmental )  
Response, Compensation and )  
Liability Act of 1980, 42 U.S.C. )  
§ 9622(g)(4) (1980), as amended, )  
and under Section 1365 of )  
the Uncontrolled Hazardous )  
Substance Sites Act, 38 M.R.S.A. )  
§ 1365 )  
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U.S. EPA Docket No.  
CERCLA I-91-1067

ADMINISTRATIVE ORDER  
BY CONSENT

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BY CONSENT

This Administrative Order by Consent ("Consent Order" or "Order") is made and entered into by and between (1) the United States Environmental Protection Agency ("EPA"), (2) the Maine Department of Environmental Protection ("DEP") (collectively the "Governments"), (3) all of the de minimis potentially responsible parties ("PRPs") listed in Appendix A who have executed the attached signature pages ("Settling PRPs"), and (4) all of the de minimis agencies or departments of the United States identified in Appendix B who have executed the attached signature pages ("Settling Federal Agencies"). The term Governments shall refer collectively to the EPA and DEP unless the context clearly indicates otherwise. The term "Settling Party" or "Settling Parties" shall refer to the Settling PRPs and Settling Federal Agencies listed in Appendices A and B. This Consent Order concerns the reimbursement of response costs which have been or which may be incurred and the injunctive relief which may be sought or awarded in response to releases or threatened releases of hazardous substances, hazardous wastes, pollutants or contaminants at the Union Chemical Company Site in South Hope, Maine (hereinafter referred to as the "Union Chemical Site" or "Site").

This Consent Order is issued pursuant to the authority vested in the President of the United States by Section 122(g) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9622(g), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. No. 99-499, 100 Stat. 1613, §122(g) (1986), delegated to the Administrator of the United States Environmental Protection Agency on January 23, 1987 by Executive Order 12580, 52 Fed. Reg. 2923 and further delegated to the Regional Administrator by EPA Delegation 14-14-E (September 13, 1987). This Consent Order is also issued pursuant to the authority vested in the State of Maine, Commissioner of the Department of Environmental Protection ("Commissioner") by 38 M.R.S.A. §1361 et seq., the Uncontrolled Hazardous Substances Sites Act, and 38 M.R.S.A. §347-a(1). The United States District Court for the District of Maine has jurisdiction over this Consent Order for the purposes of any subsequent proceedings for implementation or enforcement of this Consent Order because a release or threatened release of a hazardous substance occurred at the Union Chemical Site in Maine. The Governments may enforce the terms of this Consent Order jointly or separately under their appropriate authorities.

Each Settling Party agrees to undertake all actions required by the terms and conditions of this Consent Order. Moreover, each Settling Party agrees and submits to the jurisdiction asserted in this Consent Order for the purposes of any subsequent proceedings for the implementation or enforcement of this Consent Order and agrees not to contest this jurisdiction in such proceedings.

This Consent Order was negotiated and executed by the Governments and the Settling Parties in good faith to avoid the expense and delay of litigation over the issues addressed by this Consent Order and is a settlement of claims which were vigorously contested, denied and disputed as to validity and amount. The Governments and the Settling Parties agree that neither this Consent Order, nor any part hereof, nor the entry into, nor any performance under this Consent Order by any of the Settling Parties, shall constitute or be construed as a finding or admission or acknowledgment of the factual or legal allegations contained in this Consent Order, or of any liability, fault or wrongdoing, or evidence of such, or an admission of violation of any law, rule, regulation, or policy, by any Settling Party or by its officers, directors, employees, agents, successors or assigns, nor shall this Consent Order nor any performance hereunder by any of the Settling Parties create any right on behalf of any other person not a party hereto. Each of the Settling Parties expressly reserves any

and all rights (including any right to contribution), defenses, claims, demands and causes of action which each of them may have with respect to any matter, action, event, claim or proceeding relating in any way to the Union Chemical Site against any person, except as expressly provided in this Consent Order. Additionally, pursuant to Section §122(d)(1)(B) of CERCLA, except as otherwise provided in the Federal Rules of Evidence, the participation by any party in this Consent Order shall not be considered an admission of liability for any purpose, and the fact of such participation shall not be admissible in any judicial or administrative proceeding. The Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Consent Order, the validity of the facts or determinations contained in this Consent Order.

#### **STATEMENT OF PURPOSE**

1. In entering into this Consent Order, the mutual objectives of the Governments and the Settling Parties are:
  - a. to reach a final settlement between the Governments and the Settling Parties in this case which allows the Settling Parties to make a cash payment including one or more premiums to settle their alleged liabilities for response costs which the Governments have incurred or may incur at or in connection with the Union Chemical Site, including claims for natural resource damages and penalties, to the extent that these liabilities can be determined at this stage of the enforcement action, in exchange for a release from further civil liabilities in connection with the Site, thereby avoiding difficult, prolonged and complicated litigation among the Governments, the Settling Parties and other persons;
  - b. to simplify the remaining enforcement activities concerning the Union Chemical Site by eliminating a substantial number of parties from further involvement in the case, and by eliminating claims by the Settling Parties for certain funds (including those listed in Appendix F) raised by certain potentially responsible parties for the purposes of prior settlements and negotiations with the Governments concerning the Site; and

- c. to raise revenues from settlements with the Settling Parties commensurate with their potential liabilities, to reimburse the Governments for the Settling Parties' shares of liabilities in connection with the Union Chemical Site, and to reduce the alleged potential liabilities of the ineligible parties remaining in the case but without waiving the Governments' assertion of joint and several liability against non-settlers or against parties who are ineligible to participate in this settlement.

#### STATEMENT OF FACTS

2. Union Chemical Company, Inc. owned and operated a facility located along a rural section of Route 17 near South Hope, Maine. The Union Chemical facility operated from 1967 to 1986, and during most of that time it treated, reclaimed and incinerated chemical wastes. The materials handled at the Union Chemical facility included hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. §9601(14), and hazardous substances within the definition of the State of Maine Uncontrolled Hazardous Substance Sites Act, 38 M.R.S.A. §1362, or other Maine statutes.
3. The Union Chemical Site was first proposed for inclusion on EPA's Superfund National Priorities List ("NPL"), which is set forth at 40 C.F.R. Part 300, Appendix B, in April 1985. The Site was later re-proposed for inclusion on the NPL in June 1988. EPA pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, placed the Union Chemical Site on the National Priorities List, by publication in the Federal Register on October 4, 1989, 54 Fed. Reg. 41000.
4. As a result of the activities at the Union Chemical facility, hazardous substances, hazardous wastes, pollutants and contaminants (hereinafter referred to collectively as "Waste Materials"), as those terms are defined in CERCLA or state law, have been released or are threatened to be released into the environment at or from the Union Chemical facility.
5. The releases or threatened releases of Waste Materials at the Union Chemical Site have required, and will require in the future, response actions by the Governments, pursuant to CERCLA, 42 U.S.C. §9604 et seq., the State of Maine Uncontrolled Hazardous

Substance Sites Act, and other laws, to protect public health, safety, welfare and the environment.

6. Response actions undertaken by the Governments since 1984 at the Union Chemical Site include removal actions, preliminary assessments, oversight of the remedial investigation/feasibility study, enforcement activities, and the selection of a remedy.
7. The releases or threatened releases at the Union Chemical Site may also require response actions to be performed by persons other than the Governments under these authorities, in lieu of or in addition to future response actions performed by the Governments.
8. In performing the required response actions at the Union Chemical Site, the Governments have incurred and will continue to incur, and other persons have incurred and will continue to incur, response costs under these authorities.
9. In a Record of Decision dated December 27, 1990, the EPA Regional Administrator selected a remedial action for the Union Chemical Site which incorporated the following elements:
  - a) soil excavation and on-site low-temperature soil aeration treatment;
  - b) vacuum-enhanced groundwater extraction, on-site groundwater treatment, and on-site discharge of treated groundwater into Quiggle Brook;
  - c) facilities decontamination and demolition, and off-site disposal of debris; and
  - d) limited action for off-site soils.

The State of Maine has concurred with the Record of Decision pursuant to Section 121(f) of CERCLA, 42 U.S.C. § 9621(f).

10. On November 4, 1987 and January 13, 1988, the Governments entered into two administrative orders by consent with 288 PRPs who agreed to conduct the remedial investigation/feasibility study for the Site. Under the terms of these administrative orders by consent, the settling group of PRPs also made payments in the amount of \$1,366,503.00, in settlement of a portion of the Government's claims for past response costs incurred up to May 22, 1987.

11. On August 7, 1989, EPA entered into a consent decree with a group of previously non-settling parties, whereby \$601,853.00 was paid to reimburse EPA's unrecovered response costs incurred up to May 22, 1987, interest thereon, and a portion of the United States' litigation costs.
12. As of December 31, 1990, EPA has incurred costs of at least \$1,530,221, including interest, which still remains unrecovered. An analysis of the expected future cleanup costs at the Union Chemical Site estimates the expected future costs will be \$12,262,650, including approximately \$1,608,650 estimated as costs for oversight of the remedy. Thus, EPA has yet to recover approximately \$13,792,871, in past and expected future costs.
13. As of March 1, 1990, DEP has incurred costs of \$41,000 which still remains unrecovered. DEP has estimated that the State of Maine has incurred natural resource damages of \$118,000. Additionally, DEP has estimated that it will incur \$551,000, including interest, in expected future costs associated with the remedy. Thus, DEP and the State of Maine have yet to recover approximately \$710,000, in natural resource damages, as well as past and expected future costs.
14. The Governments have asserted claims against the Settling Parties for payment of the response costs that have been incurred and may be incurred in connection with these response actions.
15. The Governments have reviewed records describing the transactions of potentially responsible parties, including the Settling Parties, in relation to the Union Chemical Site. These records include information describing the amount and nature of waste contributed to the Site. Information currently known to the Governments indicates that each Settling Party arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a Waste Material owned or possessed by such Settling Party, at the Site. The Governments' review of these records indicates that the amount of Waste Materials allegedly contributed to the Union Chemical Site by each Settling Party does not exceed 0.20% of the Waste Materials at the Site, and that the toxic or other hazardous effects of the Waste Materials allegedly contributed to the Site by each Settling Party do not contribute disproportionately to the cumulative toxic or other hazardous effects of the Waste Materials at the Site. Appendix D lists next to the name of each Settling

Party the percentage of Waste Materials allegedly contributed to the Site by such Settling Party.

16. In evaluating the settlement embodied in this Consent Order, the Governments have considered the potential costs of remediating contamination at or in connection with the Site taking into account possible cost overruns in completing the remedial action consistent with the Record of Decision for the Site, and possible future costs if the remedial action consistent with the Record of Decision for the Site is not protective of public health or the environment.
17. The Governments have identified persons, other than the Settling Parties, who owned or operated the Site, or who arranged for disposal or treatment, or who arranged with a transporter for disposal or treatment, of Waste Materials owned or possessed by such person at the Site, or who accepted Waste Materials for transport to the Site. The Governments have considered the nature of their case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

#### **DETERMINATIONS**

18. On the basis of the Statement of Facts, and of the records, information and studies compiled by the Governments in preparation for the Union Chemical Site enforcement action, the Governments make the following determinations:
  - a. The Union Chemical Site is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. §9601(9), and an "uncontrolled hazardous substance site" within the meaning of 38 M.R.S.A. §1362;
  - b. Each Settling Party is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21);
  - c. Each Settling Party is a "potentially responsible party" within the meaning of Sections 107(a) and 122(g) of CERCLA, 42 U.S.C. §§9607(a) and 9622(g), and a "responsible party" within the meaning of 38 M.R.S.A. §1362, with respect to the Union Chemical Site;
  - d. The materials shipped to the Site include "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. §9601(14),

and of 38 M.R.S.A. §1362, "pollutants or contaminants" within the meaning of Section 101(33) of CERCLA, 42 U.S.C. §9601(33), and "hazardous wastes" within the meaning of Section 1004(5) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6903(5);

- e. The past, present or potential future migration of Waste Materials at and from the Union Chemical Site constitutes an actual or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. §9601(22);
- f. The actual or threatened release of hazardous substances from the Site may pose a threat to the public health, welfare, or the environment within the meaning of 38 M.R.S.A. §§1362, 1365 and 1304(12);
- g. The costs incurred to date and the costs expected to be incurred in the future in connection with the Union Chemical Site are removal or remedial response costs within the meaning of Section 107(a) of CERCLA, 42 U.S.C. §9607(a);
- h. Prompt final settlement with the Settling Parties is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1);
- i. The amount and the toxic or other hazardous effects of the Waste Materials contributed by each individual Settling Party are minimal in comparison to the cumulative amount and the cumulative toxic or other hazardous effects of the Waste Materials contributed to the Union Chemical Site; and
- j. The individual settlement share of each Settling Party involves only a minor portion of the response costs at the Union Chemical Site.

#### ORDER

- 19. Based on the foregoing facts and determinations, in order to reach expedited final settlement in connection with the Union Chemical Site, in consideration of, and in exchange for, the promises and the mutual undertakings and covenants herein, and intending to be bound legally hereby, the Governments and the Settling Parties agree,



and the Governments hereby order, as follows:

20. a. EPA shall provide notice stating the effective date of this Consent Order to those Settling Parties who are not members of the Union Chemical Site PRP Group, and to a member of the Executive Committee of the Union Chemical Site PRP Group. The Executive Committee shall then give notice of the effective date of this Consent Order to all Settling PRPs who are members of the Union Chemical Site PRP Group. Notice to such Executive Committee shall be deemed adequate notice to all Settling PRPs listed in Appendix A who are members of the Union Chemical Site PRP Group.  
  
b. Within twenty (20) days after receipt of notice of the effective date of this Consent Order, as evidenced by a return receipt (but as to all Settling PRPs who are members of the Union Chemical Site PRP Group, no later than thirty (30) days after EPA provides notice to the Executive Committee), each Settling PRP shall make payments to the Union Chemical Site Settlement Trust (the "Trust") in the amounts set forth in Appendix D. The Trust shall be governed and managed pursuant to the Declaration of Trust set forth in Appendix C.
21. Within a reasonable time after receipt of notice of the effective date of this Consent Order, each Settling Federal Agency shall pay to the Union Chemical Site Settlement Trust the amount set forth in Appendix D. The Trust shall be governed and managed pursuant to the Declaration of Trust set forth in Appendix C. No provision of this Consent Order shall be interpreted as or constitute a commitment or requirement that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.
22. The payments made under this Consent Order are to reimburse the EPA Hazardous Substances Response Trust Fund and DEP for costs incurred or to be incurred in response to the releases and threatened releases of Waste Materials at the Union Chemical Site, and to compensate DEP, as the trustee for groundwater underlying and near the Site, for damages to this public natural resource. The Governments may choose to make available all or some of the payments received hereunder to the remaining non-settling parties in the case, if a

separate settlement between said non-settling parties and the Governments is reached in connection with costs incurred or to be incurred in response to the releases and threatened releases of Waste Materials at the Union Chemical Site. These payments are not penalties.

23. Each Settling Party shall pay an amount equal to its volumetric share, as set forth in Appendix D, of \$14,502,871, which is the Cost Basis for Settlement.
24. Each Settling Party shall also pay a settlement premium amount equal to 115% of its volumetric share of the Cost Basis for Settlement as set forth in Appendix D.
25.
  - a. In addition to the premium amount referred to in paragraph 24, each Settling Party listed under the Column entitled "RI/FS Non-Settlor Premium" at Appendix D of this Consent Order shall also pay a settlement premium equal to 2.5 times its volumetric share of \$1,250,000. This additional premium is in lieu of contributions such Settling Parties would have made for costs of performing the remedial investigation/feasibility study.
  - b. In addition to the premium amount referred to in paragraph 24, each Settling Party listed in the Column entitled "Non-settlor Premium" at Appendix D of this Consent Order shall also pay a settlement premium amount equal to an additional 115% of its volumetric share of the Cost Basis for Settlement. This additional premium is in lieu of contributions such Settling Parties would have made to prior settlements and to administrative costs of the Union Chemical Site PRP Group had such Settling Parties participated in such prior settlements and group efforts. To the extent that any later settlement with responsible parties who are not parties to this Consent Order requires the Governments to grant a credit pursuant to paragraph 20.c. of the November 4, 1987 Administrative Order by Consent, the monies received under this paragraph shall be applied toward that credit. If a later settlement is not reached requiring the Governments to grant a credit pursuant to paragraph 20.c. of the November 4, 1987 Administrative Order by Consent, all payments under this paragraph shall be paid to the Governments.

26. In accordance with paragraph 20.c. of the November 4, 1987 Administrative Order by Consent, EPA shall grant the appropriate credits to those Settling Parties listed in the Column entitled "Credit Adjustment" in Appendix D of this Consent Order. Appendix E contains an explanation of how the "Credit Adjustment" in Appendix D was calculated.
27. If the sum of the settlement payments any Settling Party would make pursuant to paragraphs 23, 24, 25 and 26 would be less than \$500, such Settling Party shall pay \$500.
28. The amount of each Settling Party's total payment required by paragraphs 23, 24, 25, 26 and 27 is set forth in Appendix D of this Consent Order.
29. In the event that a Settling PRP fails to make any payment required by and in accordance with Paragraphs 20, 21, 23, 24, 25, 26 and 27, said Settling PRP shall be liable to the Governments for stipulated penalties in the amounts set forth in this paragraph for failure to comply with the requirements of this Consent Order.

<u>Period of Delay</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 500
8th through 15th day	\$1,000
16th through 30th day	\$1,500
31st day and beyond	\$2,500

In addition to any other remedies or sanctions available to the Governments, any Settling PRP who fails or refuses to comply with any applicable term or condition of this Consent Order shall be subject to a civil penalty of up to \$25,000 per day for such failure or refusal pursuant to Section 122(1) of CERCLA, 42 U.S.C. §9622(1) and civil penalties under 38 M.R.S.A. §349(2).

30. All penalties shall begin to accrue on the day that performance is due or other failure or refusal to comply occurs, and shall continue to accrue through the final day of the noncompliance (i.e., when the original settlement payment, including interest, plus all accrued penalties, including interest, is paid in full). Penalties shall accrue from the date of violation regardless of whether the Governments have notified Settling PRPs of a violation. Separate penalties shall accrue for each separate failure or refusal to

comply with the terms or conditions of this Consent Order.

31. All penalties due to the Governments under this Section shall be payable within thirty (30) days of receipt by Settling PRPs of notification of noncompliance. Interest shall begin to accrue on the unpaid balance at the end of the thirty (30) day period, at the rate established by the Department of the Treasury under 31 U.S.C. § 3717. Settling PRPs shall pay a handling charge of (1) percent to be assessed at the end of each thirty (30) day late period, and a six (6) percent per annum penalty charge to be assessed if the penalty is not paid within ninety (90) days after it is due.
32. Stipulated penalties due to the Governments shall be paid by certified check as follows: (1) fifty percent of the total amount due under paragraphs 29, 30 and 31 shall be made payable to "EPA Hazardous Substances Superfund" and shall be mailed to EPA Region I, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251; (2) the remaining fifty percent of the total amount due under paragraphs 29, 30 and 31 shall be paid to Maine DEP Uncontrolled Sites Fund. Copies of the checks and any transmittal letters shall be sent to: ME & VT Superfund Section, Attn: Union Chemical Company Superfund Site, EPA Region I, J.F.K. Federal Building, Boston, MA 02203-2211; and to Director, Division of Site Investigation and Remediation, Bureau of Hazardous Materials Control, Maine DEP, State House - Station 17, Augusta, ME 04333-0017.
33. If Settling PRPs fail to pay stipulated penalties, the Governments may institute a proceeding to collect the penalties, as well as late charges and interest. Notwithstanding the stipulated penalties provision of this Section, the Governments may also assess civil penalties and bring an action in the U.S. District Court pursuant to Sections 109 and 122 of CERCLA, 42 U.S.C. §§ 9609 and 9622, as amended by SARA, and state law, to enforce the provisions of this Consent Order. Payment of stipulated penalties shall not preclude the Governments from electing to pursue any other remedy or sanction to enforce this Consent Order, and nothing shall preclude the Governments from seeking statutory penalties against Settling PRPs for violations of

statutory or regulatory requirements.

34. The Governments believe that the payments by each of the Settling Parties under this Consent Order represent a fair, reasonable and equitable settlement of any civil liability that the Settling Party may have for matters covered by this Consent Order. Subject to the reservations of rights in Paragraphs 37, 38, 39, 40 and 41 of this Consent Order, upon payment of all amounts specified in paragraphs 20, 21, 22, 23, 24, 25 and 27 (and paragraphs 29 and 31, if a Settling PRP is required to make payments thereunder) to the party or parties designated in the Third Article of the Declaration of Trust for the Union Chemical Site Settlement Trust (Appendix C) as recipients of the monies paid into the Union Chemical Site Settlement Trust, and in consideration of said payments, the Governments covenant not to sue or to take any other civil or administrative action against any of the Settling Parties for "Covered Matters." "Covered Matters" shall include any and all civil and administrative claims for reimbursement of response costs which have been or which may be incurred or for injunctive relief relating to the Union Chemical Site available under Sections 106 or 107 of CERCLA, as amended, 42 U.S.C. §§9606 or 9607, Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6973, 38 M.R.S.A §1367, and any and all civil and administrative claims relating to the Union Chemical Site available pursuant to Maine common law or the statutes of Maine. Covered Matters shall also include liability for damages to natural resources under the trusteeship of the United States and the State of Maine relating to the Union Chemical Site. These covenants not to sue extend only to the Settling Parties listed in Appendices A and B and do not extend to any other person.
35. Subject to the reservations of rights in Paragraphs 37, 38, 39, 40 and 41 of this Consent Order, the Governments agree that by entering into and carrying out the terms of this Consent Order, each Settling Party will have resolved its liability for Covered Matters to EPA, to the United States National Oceanic and Atmospheric Administration, to the United States Department of the Interior and to DEP within the meaning of Sections 122(g)(5) and 113(f)(2) of CERCLA, 42 U.S.C. §9622(g)(5) and §9613(f)(2), respectively,

and 38 M.R.S.A. §347-A(1) and they agree that the amounts paid by the Settling Parties shall reduce the potential liability of the other PRPs for the Covered Matters. The Settling Parties shall therefore be entitled to the protection from actions for contribution afforded by those provisions and shall not be liable for claims for contribution for Covered Matters, to the extent provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §9613(f)(2) and §9622(g)(5). In addition, DEP agrees that for any claims not governed by the contribution protection provisions of CERCLA, this Consent Order shall be dispositive of each and all of the duties and liabilities of each of the Settling PRPs with respect to any other person or entity against whom a claim or settlement is made by, or a judgment is rendered in favor of DEP for Covered Matters. Toward this end, if in any action brought by DEP, with respect to Covered Matters or in any other action arising out of any claim brought by DEP for Covered Matters, any court of competent jurisdiction enters a final judgment requiring one or more of the Settling PRPs to pay an amount for Covered Matters in addition to the amount paid by them pursuant to this Consent Order, then DEP will adjust the total of all such judgments obtained against any other person or entity so that none of the Settling PRPs shall be required to pay all or any part of said amount.

36. Without admitting that any of its wastes were shipped to the Union Chemical Site or that any wastes shipped to the Union Chemical Site constitute Waste Materials within the meaning of applicable law, each Settling Party hereby certifies, to the best of its knowledge and belief, the following:
  - a. With respect to each Settling Party's share:
    - (i) The Settling Party listed in Appendix A or B has reviewed the information regarding the Settling Party's alleged connection and contribution to the Union Chemical Site on which is based the percentage of waste allocated to such Settling Party in Appendix D, and such information is materially true and accurate with respect to the nature and amount of waste that the Settling Party contributed to the Union Chemical Site,

with respect to the chemical composition and constituents of such waste, and with respect to the toxic or other hazardous effects of such waste; or

- (ii) The Settling Party listed in Appendix A or B has provided to the Governments all information in its possession, or in the possession of its officers, directors, employees, contractors, agents or assigns, that relates in any way to the generation, treatment, transportation, storage or disposal of such materials at or in connection with the Union Chemical Site, and such information is materially true and correct with respect to the amount of waste that the Settling Party contributed to the Union Chemical Site, with respect to the chemical nature and constituents of such waste, and with respect to the toxic or other hazardous effects of such waste; and

b. Each Settling Party certifies after reasonable inquiry that it neither possesses nor knows of other documents or information which would suggest:

- (i) that the Settling Party has contributed a higher volume of waste to the Site than is indicated by Appendix D; or

- (ii) that the Settling Party has contributed waste to the Site possessing different chemical natures or constituents or possessing more toxic or other hazardous effects than is indicated by the information provided.

c. Each Settling Party further certifies that after reasonable inquiry it has calculated the volume of the wastes it contributed, and that if this calculation results in a volume which exceeds the volume attributed to it in Appendix D, it will declare this discrepancy in Appendix G and pay for the additional volume using the formula described in Paragraphs 23, 24, 25 and 26, above. Failure to satisfy these requirements shall void the Governments' covenants not to sue set forth in Paragraphs 34 and 35, above.

37. The covenants not to sue set forth in Paragraphs 34 and 35 above do not pertain to any matters other than those expressly specified to be Covered Matters. The Governments reserve, and this Consent Order is without prejudice to, all rights against each Settling Party with respect to all other matters, including but not limited to:
- a. claims against a Settling Party based on its failure to make payments in accordance with the requirements of this Consent Order;
  - b. liability arising from the past, present, or future disposal, release, or threat of release of any Waste Materials outside of the Union Chemical Site and not attributable to the Union Chemical Site;
  - c. liability for the disposal of any Waste Materials taken from the Site prior to the entry of this Consent Order;
  - d. any criminal liability; and
  - e. liability for future disposal by any Settling Party of any Waste Material at the Site.
38. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the Governments to seek or obtain further relief from any Settling Party, and the covenants not to sue in Paragraphs 34 and 35 of this Consent Order are null and void, if the Settling Party has made any material misrepresentations in the certifications made pursuant to Paragraph 36 of this Consent Order or if information not currently known to the Governments is discovered which indicates that the Settling Party contributed Waste Materials to the Union Chemical Site in such amount or of such toxic or other hazardous effect that the Governments determine that the Settling Party no longer qualifies as a de minimis party at the Union Chemical Site because such party contributed Waste Materials that are greater than 0.20% percent of the total volume of Waste Materials at the Union Chemical Site or that contributed disproportionately to the cumulative toxic or other hazardous effects of the Waste Materials at the Union Chemical Site.
39. Notwithstanding any other provision of this Consent Order, the Governments retain all authority and reserve all rights to take any and all response actions authorized by law. Except as expressly set forth in



this Consent Order, the Settling Parties reserve all rights they may have to oppose or defend against any action or claim brought by the Governments.

40. Nothing in this Consent Order shall preclude EPA from exercising any or all of its authority pursuant to 42 U.S.C. §9604(e), or DEP from exercising any or all of its equivalent authority.
41. The Governments and the Settling Parties intend that nothing in this Consent Order shall be construed as a release or as a covenant not to sue any person, firm, or corporation or other entity not a signatory to this Order. The Governments and the Settling Parties expressly reserve all claims, demands and causes of action, either judicial or administrative, past or future, in law or equity, against any person or entity who is not a Settling Party under this Consent Order for any matter arising at or in connection with the Union Chemical Site.
42. Each Settling Party agrees not to assert any claims against the United States, including, but not limited to, Settling Federal Agencies, or EPA Hazardous Substances Superfund, or against the State of Maine, including any claims arising under the Equal Access to Justice Act, 28 U.S.C. §2412, arising out of matters covered by this Consent Order, or to seek any other costs, damages or attorneys' fees from the Governments arising out of response activities at the Site. Further, each Settling Party agrees not to assert any claims against any fund, account, escrow agent, trustee, person, or entity relating to the use, return, or payment of any funds which were collected, used and/or intended to be used to fund joint response and negotiation and settlement efforts by PRPs at the Site. The funds referenced above include, without limitation, the following: the Union Chemical Site Trust Fund; the Union Chemical Fund Administrative Account; the Union Chemical Fund Professional Services Account; and The Union Chemical Settlement Account. A further description of these accounts is set forth in Appendix F.
43. In consideration of the communications among the Governments and the Settling Parties prior to the issuance of this Consent Order concerning its terms, each Settling Party hereby agrees that there is no need for a settlement conference prior to the effective date of this Consent Order.
44. This Consent Order shall apply to and be binding upon

the Governments, and the Settling Parties, their agents, successors, and assigns. The signatories to this Consent Order certify that they are authorized and competent to execute and legally bind the parties they represent to this Consent Order. No change in ownership or corporate status of any Settling Party shall alter its responsibilities and benefits under this Consent Order.

45. The Attorney General of the United States has issued prior written approval of the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. §9622(g)(4).
46. The federal natural resources trustees, in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. §9622(g)(4), and the State of Maine natural resources trustees have been notified of the negotiations relating to this settlement and the issuance of this Consent Order. The federal natural resource trustees have agreed in writing to the terms of the settlement embodied in this Consent Order, in accordance with Section 122(j)(2) of CERCLA. The State of Maine's natural resource trustees have agreed to the terms of the settlement embodied in this Consent Order.
47. Final acceptance of this Consent Order by the EPA shall be subject to the provisions of CERCLA Section 122(i) which requires publication of the proposed settlement in the Federal Register, provision of opportunity for comment for persons who are not parties to the proposed settlement, and consideration of comments in determining whether to consent to the proposed settlement. After consideration of any comments submitted during the thirty-day public comment period held pursuant to that Section, EPA may modify or withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate. Otherwise, EPA may execute this Consent Order after consideration of such comments. If EPA withdraws its consent to this Consent Order pursuant to the provisions of this paragraph, DEP has the option to renegotiate a settlement with the Settling Parties under its appropriate statutory authority.
48. Until seven (7) years after the effective date of this Consent Order, each Settling Party shall preserve and retain all records and documents now in its possession or control that relate in any manner to the Union Chemical Site. After this document retention period,

Settling Parties shall notify the Governments at least ninety (90) calendar days prior to the destruction of any such records or documents, and, upon request by EPA or DEP, Settling Parties shall relinquish custody of all nonprivileged records or documents to EPA or DEP. As to the EPA written notice shall be given to:

Office of Regional Counsel  
ATTN: Union Chemical Site Documents  
U.S. Environmental Protection Agency,  
Region I  
J.F.K. Federal Building  
Boston, Massachusetts 02203

As to Maine written notice shall be given to:

Commissioner  
ATTN: Union Chemical Uncontrolled Hazardous  
Substance Sites Documents  
Maine Department of Environmental Protection  
State House - Station 17  
Augusta, ME 04333-0017

49. This Consent Order may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
50. The effective date of this Consent Order shall be the date EPA issues written notice to the Settling Parties (or to the Executive Committee of the Union Chemical Site PRP Group on behalf of its members) that the public comment period pursuant to Paragraph 47 of this Consent Order has closed and that comments received, if any, do not require modification of or withdrawal from this Consent Order.

IN WITNESS WHEREOF, EPA, DEP and the Settling Party(ies)  
execute this Order by their duly authorized representatives.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 6/12/91

By: Julie Belaga  
Julie Belaga  
Regional Administrator  
United States Environmental  
Protection Agency, Region I  
JFK Federal Building  
Boston, MA 02203

Date: 6/7/91

By: Margery L. Adams  
Margery L. Adams  
Assistant Regional Counsel  
United States Environmental  
Protection Agency, Region I  
JFK Federal Building  
Boston, MA 02203

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dean C. Marriott  
Commissioner  
Maine Department of  
Environmental Protection  
Augusta, ME 04333-0017

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dennis J. Harnish  
Assistant Attorney General  
Department of the Attorney  
General  
Augusta, ME 04333-0006

**SETTLING PARTY**

Company or Entity: \_\_\_\_\_

\_\_\_\_\_  
THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
By: \_\_\_\_\_

Title:  
Address:  
Telephone Number:

Date: \_\_\_\_\_

LIST OF APPENDICES

- Appendix A: Alphabetical List of De Minimis PRP's
- Appendix B: Alphabetical List of Settling Federal Agencies
- Appendix C: Declaration of Trust for the Union Chemical Site Settlement Trust
- Appendix D: Volumetric Ranking and List of Payments of Settling Parties
- Appendix E: List of Settling Defendants Receiving Credit Adjustments as Referenced in Paragraph 26 of this Order
- Appendix F: Description of Existing PRP Funds and Accounts Referenced in Paragraph 42 of this Order
- Appendix G: Discrepancy in Listed Percentage of Waste Contributed Referenced in Paragraph 36.c. of this Order

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APPENDIX A

ALPHABETICAL LIST OF DE MINIMIS PRPs

Action Manufacturing  
Adams Company, J K  
Adams Plastic Company Inc.  
Adams-Russel Co, Inc.  
Adventure Manufacturing  
Affiliated Laboratories Inc  
Albany International Technical Fabrics  
Alco Dispensing Systems  
Alltex-Standard Uniform  
American Biltrite Corporation  
American Business Systems  
American Can Company (Casco Bay)  
American Electro  
American Stabilis Inc  
AMF Inc., Electromagnetics Division  
Ampad Incorporated  
Amphenol/Bunker Ramo  
Amplex  
Amtrol Inc  
Arden Jewelry  
Ark-Les Switch Company  
Artfaire Company Inc  
Arwood Machine  
Ascutney Metal Products Inc  
Astro Enterprises  
Astro Wire & Cable  
Audio Accessories, Inc.  
Autowize  
B I F  
Baker Company Inc., The  
Balfour Company, L G , Inc.  
Ball And Socket Plastics  
Banton Inc  
Barry Controls Div.  
Bass Harbor Marine  
Becton-Dickinson Division  
Bent Co, George B  
Biddeford Industries  
Borduas Graphics  
Bottoms-USA  
Brunell A A Electroplating Corp  
Bryant Grinder Corporation  
Bull Metal Products  
Burndy Corporation  
Burton Industries  
C & C Yachts  
C.F. Jameson & Company

Camden Tanning Corporation  
Carleton Woolen Mills  
Carr Company  
Central Coating  
Charles D. Burnes  
Chem-Clean Furniture Restoration (ALF)  
Chem-Clean Furniture Restoration (Allen)  
Chem-Clean Furniture Restoration (SP)  
Chem-Clean Furniture Restoration (YAR)  
Chemical Pollution Control Inc  
Chemical Recovery Inc  
Church Seat Company  
Cianbro Corporation  
Clark Sawyer, Inc.  
Clarostat Manufacturing Company  
Clinton Instrument  
Colby College  
Coles Express  
Colonial Services  
Columbia Dry Cleaners  
Columbia Manufacturing Co  
Computrol/Kidde  
Congress Technical Spray Co  
Consolidated Controls  
Continental Corp  
Converts Design & Art  
Conway Office Products  
Cooley, Inc.  
Cooperative Microwave  
Crosby Group Laughlin Plant  
Crowalloy Standard Foundry  
Crownmark Corporation  
Custom Coating & Laminating Corp  
Danforth Division of The Eastern Company  
Data General Corp  
Data Products, New England Inc.  
Datel Inc.  
Davol Inc  
Devon Corporation  
Dexter Shoe Company  
Diamond Machine Company  
Diaphragm Industries Inc  
Dielectric Communications  
Dienes & Neuenkamp  
Dresser Ind  
Eaton Corporation  
Edlund Company Inc  
Edwards Company

Electrix Inc  
Electro-Films Inc  
Electronics Corporation Of America  
Elektrisola Inc  
Elmers Pipe Inc  
Emhart Corp.-Metal Products Div.  
Ensign Bickford Company  
Environmental Systems Corp  
Erving Paper  
Esten Machine Company  
Ethan Allen Inc.  
Fairchild Camera & Instrument Corp  
Fiberglass Products Incorporated  
FMC Corporation  
Fothergill Composites Incorporated  
Foxboro  
Franklin Electroplating  
Frem Corporation  
G & L Machine Incorporated  
General Tire  
Genesis Physics Corporation  
Global Specialties Incorporated  
Goral Machine Company  
Gould, Inc. - Allied Control Division  
Greenberg Company, B B  
Grobet File  
Grumbacher Inc., M  
GTE Products Corp  
Guardian Corporation  
Hadco Printed Circuits Inc  
Hallowell Shoe  
Hamblett & Hayes - Polar Chemicals Div.  
Hampshire Manufacturing Corp.  
Harrington & Richardson Inc  
Harris Inc, Samuel P  
Hebron Academy  
Herman Shoe Co  
Hewitts Auto Body  
HI-G Company Inc.  
Hill Acme  
Hinckley & Company, Henry R  
Hobson & Motzer  
Holyoke Card & Paper Co.  
Imperial Machine Corporation  
Independent Cable Inc  
Indiana Screw Machine  
Interconics  
International Stencil

Interstate Uniform Services  
Ionics Inc  
ITT - Vulcan Electric  
James River - Otis Inc  
JBT Switches/(Eaton)  
Karelis Wood Heel Co, M  
Kalloch Fuel Service, Inc  
Ken Austin  
Kennebunk, Town Of  
Kenway Corporation  
Kingfield Wood Products  
Kittery Ldy Inc  
Knox Semiconductor  
Knox Woolen Company  
L & A Heel Corp  
Lamson And Goodnow Manufacturing Company  
Lawrence Leather Co, A C  
LCP - Maine Inc  
Leen Company  
Levin Plating Company  
Levinson Audio Systems Ltd, Mark  
Libbey Company, W S  
Liberty Research Corporation  
Lunt Silversmiths  
Madico Incorporated  
Madison/Wil Tec Insul Wire  
Maine Electronics  
Maine Medical Center  
Maine Printing & Business Forms Co  
Maine Yankee Atomic Power Company  
Markem  
Matchlett  
Mccord Winn Division  
Melville Corporation  
Messer Company, W A  
Metalart Buckle Company  
Meyer/World Packaging Machinery  
Microwave Techniques Incorporated  
Mid-State Machine  
Miller Shoes  
Milton Bradley Company  
Modern Electroplating Company Inc  
Modutec Incorporated  
Monarch Industries Incorporated  
Moore Chemical Company  
Morgan Construction Company  
Mornigstar Of Maine

Nachi Bearing Company  
Nashua Wood Products Incorporated  
New England Aerosol And Packaging  
New England Industrial Waste  
New England Rack  
Newman & Company, George  
Nichols Fluid Machinery Division/W H Nichol  
Northampton Manufacturing Corporation  
Northeast Shoe Company  
NRC Incorporated  
Nuroco Woodworking Company  
Omni-Wave Electronics Corporation  
Ornsteen Heel Company, Wm  
Other-Potential Status To Be Determined  
Pacesetter Products Incorporated  
Pak 2000/Division Of Ocor Products  
Parametrics  
Paris Manufacturing Corporation  
Parker Metal Corporation  
Parlex Corporation  
Pearse Leather Company Incorporated  
Permethane  
Pervel Industries  
Phalo Corporation  
Photo Fabrication Engineering  
Poly-Structures Incorporated  
Pontiac Weaving Corporation  
Port Poly Incorporated  
Power Electronics  
Precision Components Incorporated  
Preferred Electronics  
Pressmet Corporation  
Process Easy Corporation  
Pruefer Manufacturing Company, G  
Quality Spraying  
Quin-T Corporation  
Rec-Tec Incorporated  
Reece Corporation  
Rich Tool & Die Company  
Rosenthal Technik  
Rudolph Beaver Company  
Rule Industries Inc.  
S & H Precision Manufacturing Co. Inc.  
S & S Plastics Co.  
S D Warren Company  
S.N. Foster Company  
Safety Kleen Corp.  
SCA Chemical Services  
Scola Enterprises

Scott Paper Co.  
Sevcon, Div. Tech/Ops  
Shape Inc./Shape Systems Design I  
Shepherd Chevrolet Inc.  
Silicon Transistor Corporation  
Sno-Craft  
Songo Of Maine Inc.  
Spaulding & Slye  
Spectrum Coatings Labs  
Speidel  
Spencer Press Company, Inc.  
Spot-Bilt Inc.  
Sprague Electric Co.  
Spray Me Inc.  
Spray-O-Matic Corp.  
Sproul Dry Cleaners  
St Johnsburgy Trucking Company Inc.  
Stadium Auto Body  
Stahl Finish  
Sterling Clark Lurton  
Stinson Canning Company  
Striar Textile Mill  
Stultz Electric Company  
Sturm, Ruger & Company, Inc  
Styletek  
Suffolk Services Inc.  
Summagraphics Corporation  
Surface Coatings Inc.  
Swank Inc.  
Symmons Industries  
Tadco Inc.  
Technipower, Inc.  
Tek Coatings  
Tex-Tech Industries Inc  
Theatre Techniques  
Tibbetts Industries Inc  
Tillotson Rubber Co  
Total Waste Management  
Touraine Paints  
Transco  
Transcom Electronics Inc  
Union Butterfield  
Union Camp Corp  
Unitrode Corp  
USM Corporation - Bailey Division  
Valiant Finishing Company  
Velcro Usa Inc

Viner Bros Inc  
Weber Hospital Association  
Westfield Electro  
White Boat & Canoe  
Whitman Products Limited  
Wright, G.F. Steel And Wire

APPENDIX B

SETTLING FEDERAL AGENCIES

United States Air Force (Loring Air Force Base)  
United States Navy (Brunswick Naval Air Station)  
United States Coast Guard



APPENDIX C

DECLARATION OF TRUST

THE UNION CHEMICAL SITE SETTLEMENT TRUST--1991

Dated: \_\_\_\_\_, 1991

Bank of Boston of Suffolk County, Massachusetts, hereby declares that it and its successors in trust will hold any and all property that may be transferred to it as Trustee as follows:

**FIRST: Name of Trust**

This trust is to be known as "The Union Chemical Site Settlement Trust--1991" ("the Trust").

**SECOND: Recitals and Declaration of Purpose**

**1. Recitals**

The United States Environmental Protection Agency ("EPA") has alleged that hazardous substances were transported to, handled, treated, stored and/or disposed of at the Union Chemical Site, located in South Hope, Maine ("the Site").

The State of Maine, acting through its Department of Environmental Protection ("DEP"), has investigated the Site to determine the amount and location of allegedly hazardous substances situated thereon or therein, and has removed certain materials from the Site.

The EPA has also investigated the Site, performed removal actions on the Site, and placed the Site on the National Priorities List for response action, pursuant to the provisions of Section 105(8) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 et seq., at §9605(8).

The EPA and DEP have notified, in writing, a number of companies, institutions and persons that they may be potentially responsible under CERCLA and State law for response costs incurred or to be incurred by EPA and DEP in connection with the investigation and cleanup of the Site ("Potentially Responsible Parties" or "PRPs").

The EPA and DEP determined that a Remedial Investigation and Feasibility Study ("RIFS") of the Site must be prepared to analyze what environmental problems exist at the Site and what measures may be necessary to address such problems.

Certain of the Potentially Responsible Parties performed that RIFS pursuant to Administrative Order by Consent, EPA Docket Number 1871104, entered into with EPA and DEP on November 4, 1987.

Based, in part, upon the contents and conclusions of the RIFS, EPA and DEP have determined that a settlement with the *De Minimis* Potentially Responsible Parties is both practicable and in the public interest and accordingly, have entered into such a settlement, pursuant to CERCLA Section 9622(g), in the form set forth in Appendix A hereto ("the *De Minimis* Settlement");

EPA and/or DEP may enter into a Consent Decree, pursuant to CERCLA Section 9622(d), with certain of the Potentially Responsible Parties who are not parties to the *De Minimis* Settlement, for the performance of the remedial design and remedial action at the Site ("Potential Consent Decree").

The PRPs executing the Potential Consent Decree ("Participating PRPs") may, after the lodging of the Potential Consent Decree, contribute funds to the Trust, which funds shall be used for paying for the performance of the remedial design and remedial action and may be used for the payment of government response costs and natural resource damage claims and may be used for the payment of government response costs and natural resource damage claims.

## 2. Declaration of Purpose

The Trust is established and shall be administered by the Trustee for the purpose of funding, in whole or in part, the performance of the remedial design and remedial action at the Site pursuant to CERCLA Section 9622(g)(5) and/or CERCLA Section 9622(d) and may be used for the payment of government response costs and natural resource damage claims.

### THIRD: Benefits

If the Potential Consent Decree is approved and entered by a United States District Court of competent jurisdiction on or before September 30, 1992, the Trustee is directed to pay (after such approval is so entered) from the net income and principal of this Trust, first, the total sum of Fifteen Thousand, Nine Hundred dollars (\$15,900) to the State of Maine Department of Environmental Protection, and second, such invoices and bills, in accordance with the Potential Consent Decree submitted to the Trustee in writing and approved by a majority of the total number of Participating PRPs, or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document, such approval to be made in the sole and uncontrolled discretion of the Participating PRPs and to be binding upon all parties in interest, incurred by the Participating PRPs in meeting the obligations of the Potential Consent Decree. For purposes of this Trust, distributions shall be deemed paid from contributions and the income thereon on a first-in, first-out basis as to each contribution so that an earlier contribution and the income thereon shall be exhausted before distributions are charged to

any later contribution or the income thereon. All contributions received in any fiscal year shall be treated as received on the same date for purposes of the preceding sentence.

In the event the Potential Consent Decree is not approved and entered by a United States District Court of competent jurisdiction on or before September 30, 1992, the Trustee is directed to pay, within sixty (60) days thereafter, Ninety-Four and 85/100 percent (94.85%) of the income and principal of the Trust to: U.S. Environmental Protection Agency, Hazardous Substances Superfund, P.O. Box 360197M, Pittsburgh, PA 15251 or other such post office box number or address as EPA may designate and Five and 15/100 percent (5.15%) to the State of Maine, Direction, Division of Site Investigation and Remediation Bureau of Hazardous Materials Control, Maine DEP, State House, Station 17, Augusta, ME 04333-0017.

**FOURTH: Termination**

The Trustee is authorized to distribute income and/or principal as provided in Article Third hereof even if such distribution of income and/or principal would operate to terminate the Trust. This Article shall not authorize the Trustee to terminate the Trust before it terminates in accordance with the terms of Article Third hereof.

**FIFTH: Trustee Management**

The Trustee shall invest and reinvest the principal and income of the Trust only in Permitted Investments. For purposes hereof, "Permitted Investments" shall mean:

- (a) any obligation issued or guaranteed by the United States of America or any territory thereof, or any agency or instrumentality of the foregoing, and which has a maturity date not later than the date seven (7) years after the date of investment;
- (b) any obligation issued or guaranteed by any state or municipality in the United States, or any agency or instrumentality thereof, which is rated A (or better) by Standard & Poor's Corporation or Moody's Investor's Service, Inc. at the time of investment and which has a maturity date not later than the date seven (7) years after the date of investment;
- (c) certificates of deposit of, accounts with, repurchase obligations of, or money funds or other obligations of banks or of corporations endowed with trust powers having capital and surplus in excess of \$100,000,000;
- (d) certificates of deposit of, accounts with, or other obligations of any bank or corporation endowed with trust powers, provided that the full amount of any such

certificate of deposit, account, or other obligation is insured by FDIC or FSLIC; and

- (e) commercial paper at the time of investment rated A-1+ by Standard & Poor's Corporation or P-1 by Moody's Investor's Service, Inc.

The Trustee shall keep the Trust invested in one or more accounts which shall be treated as a single fund without distinction between principal and income. In investing, reinvesting, exchanging, selling and managing the Trust, the Trustee shall discharge its duties with respect to the Trust solely in the interest of the accomplishment of the purposes and objectives of this Trust. The Trustee may engage the services of an investment adviser or manager, may rely on the advice of such adviser or manager, and may delegate investment decision-making authority to such adviser or manager with respect to management of the Trust. The Trustee shall not be personally liable for any action or inaction taken in good faith reliance on the advice of such adviser or manager, nor for delegation in good faith of investment decision-making authority to such advisor or manager.

**SIXTH: Additional Powers of Trustee**

Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Declaration of Trust or by law, the Trustee is expressly authorized and empowered:

- (a) To invest, reinvest and administer the funds of the Trust;
- (b) To engage the services of an investment adviser or manager with respect to the management and investment of the Trust;
- (c) To pay all expenses and obligations incurred by or on behalf of the Trust as authorized by this Declaration of Trust;
- (d) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (e) To pay stipulated penalties to EPA and/or DEP (with respect to DEP, only in the event DEP is a signatory to the Potential Consent Decree) which may arise under the Potential Consent Decree;
- (f) To pay to EPA and/or DEP (with respect to DEP, only in the event DEP is a signatory to the Potential Consent Decree) any oversight costs which may be incurred in accordance with the Potential Consent Decree; and
- (g) To pay the administrative costs and expenses of the Participating PRPs in carrying out the remedial design and remedial

action at the Site and to pay response costs and natural resource damage claims of the governments, in accordance with the Potential Consent Decree.

No license of court shall be required for the validity of any transaction entered into by the Trustee.

**SEVENTH: Advice of Counsel**

The Trustee may from time to time consult with counsel, who may be counsel to any of the Potentially Responsible Parties who are not parties to the *De Minimis* Settlement and, in the event the Potential Consent Decree is approved and entered by a United States District Court of competent jurisdiction, may be counsel to the Participating PRPs. Reasonable attorneys fees for such consultation are a proper expense of the Trust.

**EIGHTH: Trustee Compensation**

The Trustee shall receive compensation for its services as a Trustee under this Declaration of Trust pursuant to the Fee Statement attached hereto as Exhibit B. The Fee Statement attached hereto as Exhibit B shall be binding upon the Trustee until September 30, 1992. After September 30, 1992, any change to the Fee Statement attached hereto as Exhibit B shall become effective only upon the approval of a majority of the total number of Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document.

**NINTH: Trustee Expense Fund:**

A separate fund shall be established hereunder ("Expense Fund") to pay for the expenses of administration of the Trust, including, but not limited to, Trustee's fees, custodial fees, legal fees, accounting fees, and tax return preparation fees, but not taxes imposed on the Trust, which shall be borne by the Expense Fund and the remaining principal and income of the Trust in proportion to the taxable income of each share. The Expense Fund shall be funded with Fifteen Thousand Dollars (\$15,000), which shall be contributed by the Participating PRPs or the PRP Group. When the Expense Fund is depleted by expenses of administration of the Trust, all remaining and future expenses of the administration of the Trust shall be paid from the then remaining principal and income of the Trust.

**TENTH: Successor Trustee**

Any Trustee may resign at any time by delivering his resignation, in writing, to David P. Rosenblatt, Esquire, ("Rosenblatt") Burns & Levinson, 125 Summer Street, Boston, Massachusetts 02110, or his designated successor, as defined below ("Successor Representative"). In the event the Potential Consent Decree is approved and entered by a United States District Court of

competent jurisdiction and Rosenblatt or the law firm of Burns & Levinson does not represent a Participating PRP, such written notice of resignation shall be delivered by the resigning Trustee to the Successor Representative. Such designation of a Successor Representative, if necessary, will be made by Rosenblatt in writing to the Trustee within thirty days after the approval and entry of the Potential Consent Decree by a United States District Court of competent jurisdiction.

A majority of the total number of PRPs who are not parties to the *De Minimis* Settlement or, upon the approval and entry of the Potential Consent Decree by a United States District Court of competent jurisdiction, a majority of the total number of Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document, may remove any Trustee, by delivering notice of such removal in writing to such Trustee, such resignation or removal to take effect upon the acceptance of appointment in writing by a successor Trustee.

Any vacancy in the office of Trustee created by resignation or removal, as defined above, shall be filled by an appointment in writing of a successor Trustee. Such successor Trustee shall be chosen by the vote of a majority of the total number of PRPs who are not parties to the *De Minimis* Settlement or, upon the approval and entry of the Potential Consent Decree by a United States District Court of competent jurisdiction, a majority of the total number of Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document.

Acceptance of appointment as a successor Trustee shall be in writing and shall be mailed to David Rosenblatt, Esquire, Burns & Levinson, 125 Summer Street, Boston, Massachusetts 02110 or the Successor Representative, as defined above. The acceptance of appointment shall become effective upon receipt of the notice of such acceptance.

Upon the acceptance of appointment of any successor Trustee, title to the Trust shall thereupon be vested in said successor Trustee without the necessity of any conveyance or instrument. Each successor Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder.

A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Declaration of Trust in the custody of David P. Rosenblatt, Esquire, Burns & Levinson, 125 Summer Street, Boston, Massachusetts 02110, or the Successor Representative, if applicable, and a copy shall be furnished to the EPA Regional Administrator and the DEP Commissioner.

#### **ELEVENTH: Immunity and Indemnification**

The Trustee, whether initially named or appointed as a successor Trustee, acts as a trustee only and not personally; and in respect of any contract, obligation or liability made or incurred by the Trustee in good faith, all persons shall look solely to the Trust and not to the Trustee personally. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust. The Trustee initially named, or appointed as successor Trustee, shall be indemnified and saved harmless by the Trust from and against any personal liability by reason of any act or conduct in its official capacity, made in good faith. This indemnification and hold harmless provision shall cover all expenses reasonably incurred by such Trustee in defense of the aforementioned acts or conduct of the Trustee.

#### **TWELFTH: Inalienability of Interests of Beneficiaries**

The interest of each beneficiary in the income or principal of the Trust hereunder shall be free from the control or interference of any creditor and shall not be subject to assignment, attachment, anticipation or alienation.

#### **THIRTEENTH: Choice of Law**

This Declaration of Trust shall be administered, construed, and enforced according to the laws of the Commonwealth of Massachusetts, except to the extent that federal law shall apply to questions arising under CERCLA or the NCP.

#### **FOURTEENTH: Tax Treatment**

It is intended that this trust be taxable as a so-called complex trust to which Internal Revenue Code of 1986, Sections 661, 662 and 663 apply and not as a partnership, corporation or grantor trust, that is, a trust whose property is deemed to be owned by one or more grantors or other persons pursuant to one or more of Internal Revenue Code of 1986, Sections 671 through 678. In the event this trust is determined, or is in the sole judgment of the Trustee at risk of being determined, to be other than a trust which is taxable as such a complex trust and it is prudent to reorganize the Trust so that it shall be such a complex trust, then the Trustee is authorized to execute such amendments to this Declaration of Trust, restatements of this Declaration of Trust, new trust declarations, instruments of assignment, plans of reorganization and other documents as are appropriate to enable the Trust or a successor to the assets of the Trust to be a trust which is taxable as such a complex trust; provided always, in no event shall the effect of any such reorganization be to change the purposes hereof, divert the assets of this Trust otherwise than for its original purposes set forth herein or enlarge the powers or responsibilities of the Trustee.

**FIFTEENTH: Accounting**

The Trustee shall each year render an account of its administration of the Trust to the Director of the Waste Management Division, EPA Region One ("Director"), the DEP Commissioner and the PRPs who are not parties to the *De Minimis* Settlement if such account is rendered prior to the approval and entry of the Potential Consent Decree. Said Director, DEP Commissioner's and PRPs' approval of the Trustee's account, which approval shall be deemed given if either (i) given in writing by said Director, Commissioner or PRP (as the case may be) or (ii) if such Director, Commissioner or PRP (as the case may be) does not affirmatively disapprove such account within sixty (60) days of dispatch thereof to said Director, Commissioner or PRP (as the case may be), and such deemed approval shall be a complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to such Director, Commissioner or PRP, and such approval by a majority of the total number of members of the group consisting of said Director, Commissioner and PRPs shall be a complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to said group. Approval by a majority of the total number of members of said group shall be binding on all members of said group.

In the event the Potential Consent Decree is approved and entered by a United States District Court of competent jurisdiction, the Trustee shall thereafter render its annual account to the Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, to that PRP Committee or Group. Each such Participating PRP's approval of the Trustee's account, which approval shall be deemed given if given in writing by such Participating PRP or if such Participating PRP does not affirmatively disapprove such account within sixty (60) days of dispatch thereof to such Participating PRP, shall be a complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to such Participating PRP and such approval by a majority of the total number of Participating PRPs, or in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, such approval by that PRP Committee or Group, shall be a complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to all Participating PRPs. Approval by a majority of the total number of Participating PRPs shall be binding on all Participating PRPs. Nothing herein shall be deemed to give any such Participating PRPs acting in conjunction with the Trustee the power to alter, amend, revoke, or terminate any trust hereunder.

The Trustee shall provide to the Director, the Commissioner and the PRPs, forty-five (45) days after receipt of notice from EPA of the approval of the *De Minimis* Settlement, a statement setting forth the total amount paid into the Trust as of that date, the identity of the contributors and the amounts paid by each contributor.



**SIXTEENTH: Rule Against Perpetuities**

Notwithstanding the directions given as to the payment of income and principal under the terms of this instrument, if any trust established by this instrument as a result of a contribution has not terminated with respect to such contribution and the income thereon by the expiration of twenty (20) years from the date of such contribution, then such trust shall terminate at the end of said twenty (20) year period as to such contribution and the income thereon, and the then remaining principal and undistributed income with respect to such contribution shall be paid to the EPA.

**SEVENTEENTH: Interpretation**

As used in this Declaration of Trust, words in the singular include the plural and words in the plural include the singular; and the masculine and neuter genders shall be deemed to include the masculine, feminine and neuter. The descriptive headings for each Section of this Declaration of Trust shall not affect the interpretation or the legal efficacy of this Declaration of Trust.

IN WITNESS WHEREOF, \_\_\_\_\_, Trustee hereunder, has executed this instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_

By \_\_\_\_\_, its  
duly authorized officer

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, Massachusetts  
\_\_\_\_\_, 1991

Then personally appeared the above-named \_\_\_\_\_,  
by \_\_\_\_\_, its duly authorized officer, and  
acknowledged the foregoing instrument to be its free act and  
deed, before me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

EXHIBIT B

# SECTION THREE

# PRICING



Bank of Boston

"The Right People...The Right Move."

INSTITUTIONAL TRUST SERVICES

MASTER TRUST SERVICES

FEE SCHEDULE

Bank of Boston serves as Trustee or Custodian for pension and endowment funds whose assets are invested in individual securities, managed by a qualified investment advisor.

<u>Account Maintenance Fees</u>	<u>Annual Charge</u>
Per individual investment manager account(accounts over \$75mm)	\$1,000.00
Plus, charges based on the combined market value of each account at the end of the charge period:	
Per \$1,000 on the first \$5 million	\$1.60
Per \$1,000 on the next \$10 million	\$0.70
Per \$1,000 on the next \$15 million	\$0.40
Per \$1,000 on the next \$20 million	\$0.25
Per \$1,000 on the balance	\$0.20
Minimum annual charge	\$5,000.00

<u>Account Transaction Fees</u>	<u>Per Item</u>
DTC	20.00
FBE	20.00
Physical	25.00
Euro Bonds	30.00
Mortgage Backed	40.00
Principal Payments	10.00
Options	30.00
Futures	50.00
Private Placements	75.00
Commercial Paper	30.00

Cedel Asset Fee

Fee for CEDEL Eligible Securities without Multi-Currency Accounting will be based on their US Dollar value at 20 basis points (.002).

CASH MANAGEMENT SWEEP

Institutional Trust Services will invest available cash balances of \$1.00 or more automatically on a daily basis in money market funds. Interest is computed daily and paid the first business day of each month. There are no direct transaction charges; however, every account is subject to an annual management fee of 20 basis points for the portion of the account participating in the sweep program (computed daily, charged monthly).

ADMINISTRATIVE SERVICES

PER ACTION

Monthly benefit payments (plus postage per pensioner)	\$18.00
Lump sum - single source	\$10.00
Lump sum - multiple source	\$15.00
Change to periodic benefit file	\$5.00
Mailing labels - per run	\$75.00
Stop payment/check copies	\$18.00
Processing and delivery of company stock	\$23.00
Performance Measurement Reports:	
Basic System	\$250 per separate portfolio report
Advanced System	\$300 per separate portfolio report
On-line Charges:	
Tape Generation	\$200 per tape
Downloading	upon request
Inquiry	\$150 per month plus \$.15 per CPU
Master Trust Plan Accounting:	
Monthly unitized accounting	\$500-\$1,000 per plan

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

Total volume: 3,064,789  
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 Additional premium for PRPs who have never settled: 115.00%

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
RULE INDUSTRIES INC.	5,885	0.19202%	27,848.38	32,025.63	6,000.62			65,874.62
MODUTEC INCORPORATED	5,590	0.18239%	26,452.41	30,420.27			188.64	56,684.04
LORING AIR FORCE BASE	5,540	0.18076%	26,215.80	30,148.17				56,363.98
CHEMICAL POLLUTION CONTROL INC.	5,390	0.17587%	25,505.99	29,331.89			107.64	54,730.24
HINCKLEY & COMPANY, HENRY R.	5,330	0.17391%	25,222.06	29,005.37			176.48	54,050.96
C.F. JAMESON & CO.	5,170	0.16869%	24,464.93	28,134.67			329.89	52,269.71
SPOT-BILT INC.	4,750	0.15499%	22,477.45	25,849.07				48,326.51
CROWNMARK CORPORATION	4,262	0.13906%	20,168.19	23,193.41				43,361.60
ORNSTEEN HEEL COMPANY, WA.	4,150	0.13541%	19,638.19	22,583.92			114.02	42,108.09
MAINE ELECTRONICS	4,115	0.13427%	19,472.57	22,393.45			2,280.93	39,585.09
DEXTER SHOE COMPANY	3,905	0.12741%	18,478.83	21,250.65			105.35	39,624.13
BOTTOMS - USA INC.	3,851	0.12565%	18,223.30	20,956.79				39,180.09
SPENCER PRESS COMPANY, INC.	3,830	0.12497%	18,123.92	20,842.51	3,905.24			42,871.68
BIDDEFORD INDUSTRIES (GWNCO)	3,810	0.12432%	18,029.28	20,733.67				38,762.95
AMPHENOL/BUNKER RAMO	3,807	0.12422%	18,015.08	20,717.35				38,732.43
C & C YACHTS	3,665	0.11958%	17,343.13	19,944.60				37,287.72
REECE CORPORATION	3,664	0.11955%	17,338.39	19,939.15			149.31	37,128.24
NEWMAN & COMPANY, GEORGE (GWNCO)	3,660	0.11942%	17,319.47	19,917.39				37,236.85
UNION CAMP CORP.	3,630	0.11844%	17,177.50	19,754.13			97.31	36,834.32
SCOTT PAPER CO.	3,515	0.11469%	16,633.31	19,128.31			192.12	35,569.50
OTHER-POTENTIAL STATUS TO BE DETERMINE	3,500	0.11420%	16,562.33	19,046.68		19,046.68		54,655.69
SWANK, INC.	3,500	0.11420%	16,562.33	19,046.68			94.43	35,514.58
AMTROL, INC.	3,420	0.11159%	16,183.76	18,611.33			90.69	34,704.40
UNION BUTTERFIELD	3,400	0.11094%	16,089.12	18,502.49			96.83	34,494.78
DAVOL, INC.	3,355	0.10947%	15,876.18	18,257.60			90.46	34,043.32
CHEM. RECOVERY (SEE TRANSPORTER LIST)	3,340	0.10898%						
MOORE CHEMICAL COMPANY	3,250	0.10604%	15,379.31	17,686.20			87.73	32,977.78
CIANBRO CORPORATION	3,135	0.10229%	14,835.12	17,060.38			84.61	31,810.89
PERMUTHANE	3,135	0.10229%	14,835.12	17,060.38			84.61	31,810.89
POLY-STRUCTURES, INCORPORATED	3,135	0.10229%	14,835.12	17,060.38			115.20	31,780.30
HI-G COMPANY, INC.	3,104	0.10128%	14,688.42	16,891.68			88.89	31,491.22
PARIS MANUFACTURING CORPORATION	3,080	0.10050%	14,574.85	16,761.08		16,761.08		48,097.01

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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SPRAGUE ELECTRIC CO.	3,055	0.09968%						30,745.84
SPRAY-O-MATIC CORP.	3,005	0.09805%	14,219.94	16,352.94			80.96	30,491.92
MADICO INCORPORATED	2,970	0.09691%	14,054.32	16,162.47			1,633.68	28,583.11
BURNDY CORPORATION	2,932	0.09567%	13,874.50	15,955.68			73.88	29,756.30
TIBBETTS INDUSTRIES, INC.	2,920	0.09528%	13,817.72	15,890.37			87.96	29,620.13
PONTIAC WEAVING CORPORATION	2,900	0.09462%	13,723.07	15,781.53			78.24	29,426.37
INTERSTATE UNIFORM SERVICES	2,860	0.09332%	13,533.79	15,563.86			77.16	29,020.49
SD WARREN	2,805	0.09152%	13,273.52	15,264.55				28,538.08
STURM, RUGER & COMPANY, INC.	2,860	0.09332%	13,533.79	15,563.86				29,097.65
CARLETON WOOLEN MILLS	2,800	0.09136%	13,249.86	15,237.34			75.45	28,411.76
CONGRESS TECHNICAL SPRAY CO.	2,750	0.08973%	13,013.26	14,965.25			74.14	27,904.37
PREFERRED ELECTRONICS	2,660	0.08679%	12,587.37	14,475.48				27,062.85
ETHAN ALLEN, INC.	2,585	0.08435%	12,232.46	14,067.33				26,299.80
AMERICAN ELECTRO	2,451	0.07997%	11,598.36	13,338.12				24,936.48
DIAMOND MACHINE COMPANY	2,405	0.07847%	11,380.69	13,087.79			77.16	24,391.32
CHURCH SEAT COMPANY	2,350	0.07668%	11,120.42	12,788.49			63.34	23,845.57
CUSTOMS COATINGS & LAMINATING CO.	2,270	0.07407%	10,741.85	12,353.13				23,094.99
ITT- VULCAN ELECTRIC	2,255	0.07358%	10,670.87	12,271.50			87.45	22,854.93
NICHOLS FLUID MACHINERY/WH NICHOLS	2,210	0.07211%	10,457.93	12,026.62			69.60	22,414.95
ADAMS-RUSSEL CO., INC.	2,200	0.07178%	10,410.61	11,972.20			65.27	22,317.54
TILLOTSON RUBBER COMPANY	2,200	0.07178%	10,410.61	11,972.20			59.42	22,323.39
SYMMONS INDUSTRIES	2,188	0.07139%	10,353.82	11,906.90				22,260.72
ACTION MANUFACTURING	2,150	0.07015%	10,174.00	11,700.10			57.93	21,816.18
HAMPSHIRE MANUFACTURING CORP.	2,075	0.06770%	9,819.10	11,291.96		11,291.96		32,403.02
IMPERIAL MACHINE CORPORATION	2,035	0.06640%	9,629.81	11,074.28			54.81	20,649.29
ROSENTHAL TECHNIK	2,035	0.06640%	9,629.81	11,074.28		11,074.28		31,778.38
CLAROSTAT MFG. COMPANY, INC.	2,015	0.06575%	9,535.17	10,965.45			233.73	20,266.89
CHARLES D. BURNS	1,980	0.06460%	9,369.55	10,774.98				20,144.53
GOULD INC./ALLIED CONTROL DIV.	1,980	0.06460%	9,369.55	10,774.98		10,774.98		30,919.51
S & H PRECISION MANUFACTURING CO.	1,974	0.06441%	9,341.15	10,742.33				20,083.48
GTE PRODUCTS CORP.	1,960	0.06395%	9,274.91	10,666.14			52.93	19,888.12
INDEPENDENT CABLE, INC.	1,925	0.06281%	9,109.28	10,475.67				19,584.96

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ALBANY INTERNATIONAL TECHNICAL FAB.	1,865	0.06085%	8,825.36	10,149.16				18,974.52
FAIRCHILD CAMERA & INSTRUMENT CORP.	1,855	0.06053%	8,778.04	10,094.74			50.37	18,822.41
GUARDIAN CORP. (COOPER INDUSTRIES)	1,760	0.05743%	8,328.49	9,577.76				17,906.25
STERLING CLARK LUTTON	1,760	0.05743%						15,179.91
CHEM-CLEAN FURNITURE RESTORATION (YAR)	1,675	0.05465%	7,926.26	9,115.20		9,115.20		26,156.65
ADAMS PLASTIC COMPANY, INC.	1,660	0.05416%	7,855.28	9,033.57		9,033.57		25,922.41
ELECTRO-FILMS, INC.	1,595	0.05204%	7,547.69	8,679.84		8,679.84		24,907.38
UNITRODE CORP.	1,595	0.05204%	7,547.69	8,679.84				16,227.53
BALFOUR COMPANY, L.G., INC.	1,540	0.05025%	7,287.43	8,380.54			37.80	15,630.16
SONGO OF MAINE, INC.	1,500	0.04894%	7,098.14	8,162.86		8,162.86		23,423.87
BENT CO., GEORGE B.	1,485	0.04845%	7,027.16	8,081.23		8,081.23		23,189.63
EDWARDS COMPANY	1,485	0.04845%	7,027.16	8,081.23			44.05	15,064.34
BAKER COMPANY, INC., THE	1,430	0.04666%	6,766.90	7,781.93			38.51	14,510.31
BRYANT GRINDER CORPORATION	1,430	0.04666%	6,766.90	7,781.93			38.51	14,510.31
NASHUA WOOD PRODUCTS INCORPORATED	1,430	0.04666%	6,766.90	7,781.93			38.04	14,510.78
DEVON CORPORATION	1,421	0.04637%	6,724.31	7,732.95			38.29	14,418.97
PRUEFER MANUFACTURING COMPANY	1,412	0.04607%	6,681.72	7,683.97		7,683.97		22,049.67
NRC INCORPORATED	1,405	0.04584%	6,648.59	7,645.88			33.83	14,260.64
SPECTRUM COATINGS LAB	1,375	0.04486%	6,506.63	7,482.62			37.07	13,952.18
MILTON BRADLEY COMPANY	1,350	0.04405%	6,388.33	7,346.58			36.34	13,698.56
PORT POLY INCORPORATED	1,335	0.04356%	6,317.35	7,264.95				13,582.29
OMNI-WAVE ELECTRONICS CORPORATION	1,320	0.04307%	6,246.36	7,183.32			35.51	13,394.17
VALIANT FINISHING COMPANY	1,320	0.04307%	6,246.36	7,183.32			35.65	13,394.03
McCORD WINN DIVISION	1,320	0.04307%	6,246.36	7,183.32			35.65	13,394.03
CONSOLIDATED CONTROLS (EATON CORP.)	1,287	0.04199%	6,090.21	7,003.74				13,093.94
TEK COATINGS	1,270	0.04144%	6,009.76	6,911.22			44.63	12,876.35
PARLEX CORPORATION	1,265	0.04128%	5,986.10	6,884.01			34.06	12,836.05
IONICS, INC.	1,265	0.04128%	5,986.10	6,884.01			34.06	12,836.05
L & A HEEL CORP.	1,260	0.04111%	5,962.44	6,856.80			33.94	12,785.30
DIELECTRIC COMMUNICATION	1,240	0.04046%	5,867.80	6,747.97			33.48	12,582.28
COLUMBIA MANUFACTURING CO.	1,170	0.03818%	5,536.55	6,367.03			31.55	11,872.03
MORGAN CONSTRUCTION COMPANY	1,155	0.03769%	5,465.57	6,285.40			31.22	11,719.75



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QUIN-T CORPORATION	1,100	0.03589%	5,205.30	5,986.10			66.00	11,125.40
HEBRON ACADEMY	1,070	0.03491%	5,063.34	5,822.84			12.87	10,873.31
BANTON, INC.	1,055	0.03442%	4,992.36	5,741.21			31.44	10,702.13
SPEIDEL	1,045	0.03410%	4,945.04	5,686.79			28.20	10,603.63
RICH TOOL & DIE COMPANY	1,045	0.03410%	4,945.04	5,686.79			28.20	10,603.63
AMPLEX	1,039	0.03390%	4,916.65	5,654.14				10,570.79
KARELIS WOOD HEEL CO., M	1,020	0.03328%	4,826.74	5,550.75			27.47	10,350.01
SPRAY ME, INC.	990	0.03230%	4,684.77	5,387.49			23.25	10,049.01
MICROWAVE TECHNIQUES INCORPORATED	990	0.03230%	4,684.77	5,387.49			26.78	10,045.48
PEARSE LEATHER COMPANY, INC.	990	0.03230%	4,684.77	5,387.49		5,387.49		15,459.75
HARRINGTON & RICHARDSON, INC.	990	0.03230%	4,684.77	5,387.49		5,387.49		15,459.75
ELECTRISOLA, INC.	990	0.03230%	4,684.77	5,387.49			32.73	10,039.53
JAMES RIVER - OTIS INC.	990	0.03230%	4,684.77	5,387.49			26.78	10,045.48
BALL & SOCKET PLASTICS, INC.	990	0.03230%	4,684.77	5,387.49				10,072.26
LAWRENCE LEATHER CO., A.C.	987	0.03220%	4,670.58	5,371.16				10,041.74
MAINE PRINTING & BUSINESS FORMS CO.	970	0.03165%	4,590.13	5,278.65			30.59	9,838.19
MARKEM	910	0.02969%	4,306.21	4,952.14			24.61	9,233.73
NORTHAMPTON MANUFACTURING CO.	899	0.02933%	4,254.15	4,892.28		4,892.28		14,038.70
HOLYOKE CARD & PAPER CO.	880	0.02871%	4,164.24	4,788.88				8,953.12
ADAMS COMPANY, J.K.	880	0.02871%	4,164.24	4,788.88			23.76	8,929.36
AMERICAN CAN COMPANY (CASCO BAY)	880	0.02871%	4,164.24	4,788.88			23.76	8,929.36
LUNT SILVERSMITHS	880	0.02871%	4,164.24	4,788.88			23.76	8,929.36
FOXBORO COMPANY, THE	860	0.02806%	4,069.60	4,680.04			23.15	8,726.49
GRUMBACHER, INC., M.	855	0.02790%	4,045.94	4,652.83			24.61	8,674.16
FIBERGLASS PRODUCTS INCORPORATED	850	0.02773%	4,022.28	4,625.62			22.92	8,624.98
ARK-LES SWITCH CO.	840	0.02741%	3,974.96	4,571.20			51.15	8,495.01
DIAPHRAGM INDUSTRIES, INC.	825	0.02692%	3,903.98	4,489.57			22.17	8,371.38
HILL ACME	825	0.02692%	3,903.98	4,489.57			43.10	8,350.45
MAINE YANKEE ATOMIC POWER COMPANY	825	0.02692%	3,903.98	4,489.57			22.17	8,371.38
EATON CORPORATION	798	0.02604%	3,776.21	4,342.64				8,118.85
DATTEL, INC.	785	0.02561%	3,714.69	4,271.90				7,986.59
STYLETEK	770	0.02512%	3,643.71	4,190.27			25.18	7,808.80

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

Total volume: 3,064,789  
 Cost basis for settlement: \$14,502,871  
 Minimum total payment for each settling PRP: \$500  
 Cost share: % total volume x cost basis  
 Basic settlement premium: 115.00%  
 Additl premium for PRPs who settled for pre-May 22, 1987 costs but not RI/FS costs: volumetric share x \$1,250,000 x 2.5  
 Additional premium for PRPs who have never settled: 115.00%

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
MAINE MEDICAL CENTER	770	0.02512%	3,643.71	4,190.27			19.79	7,814.19
KINGFIELD WOOD PRODUCTS	770	0.02512%	3,643.71	4,190.27			19.45	7,814.53
MODERN ELECTROPLATING COMPANY, INC.	745	0.02431%	3,525.41	4,054.22			20.01	7,559.62
BURTON INDUSTRIES	740	0.02415%	3,501.75	4,027.01		4,027.01		11,555.77
NORTHEAST SHOE COMPANY	715	0.02333%	3,383.45	3,890.96			19.33	7,255.08
BECTON-DICKINSON DIVISION	715	0.02333%	3,383.45	3,890.96				7,274.41
ALLTEX-STANDARD UNIFORM	675	0.02202%						3,424.60
DANFORTH DIV. OF EASTERN CO.	675	0.02202%	3,194.16	3,673.29				6,867.45
PHOTO FABRICATION ENGINEERING	670	0.02186%	3,170.50	3,646.08			36.55	6,780.03
VELCRO USA, INC.	670	0.02186%	3,170.50	3,646.08			18.13	6,798.45
RUDOLPH BEAVER COMPANY	660	0.02153%	3,123.18	3,591.66			34.79	6,680.05
ENVIRONMENTAL SYSTEMS CORP.	660	0.02153%	3,123.18	3,591.66			17.74	6,697.10
ARTFAIRE COMPANY, INC.	660	0.02153%	3,123.18	3,591.66			17.74	6,697.10
SAFETY KLEEN CORP.	655	0.02137%	3,099.52	3,564.45			17.62	6,646.35
G & L MACHINE INCORPORATED	650	0.02121%	3,075.86	3,537.24			17.52	6,595.58
BARRY CONTROLS DIV.	650	0.02121%	3,075.86	3,537.24			17.52	6,595.58
DATA GENERAL CORP.	645	0.02105%	3,052.20	3,510.03			18.82	6,543.41
STINSON CANNING CO.	645	0.02105%	3,052.20	3,510.03			23.25	6,538.98
LAMSON AND GOODNOW MFG. CO.	605	0.01974%	2,862.92	3,292.35				6,155.27
COOPERATIVE MICROWAVE	605	0.01974%	2,862.92	3,292.35			16.31	6,138.96
ELMERS PIPE, INC.	605	0.01974%	2,862.92	3,292.35			19.28	6,135.99
ELECTRONICS CORPORATION OF AMERICA	605	0.01974%	2,862.92	3,292.35			11.54	6,143.73
MESSER COMPANY, W.A.	605	0.01974%	2,862.92	3,292.35			16.31	6,138.96
HEWITTS AUTO BODY	605	0.01974%	2,862.92	3,292.35		3,292.35		9,447.63
ELECTRIX, INC.	596	0.01945%	2,820.33	3,243.38				6,063.71
PAK 2000/DIVISION OF OCAR PRODUCTS	595	0.01941%	2,815.60	3,237.94			16.09	6,037.44
CROSBY GROUP LAUGHLIN PLANT	590	0.01925%	2,791.94	3,210.73		3,210.73		9,213.39
MUROCO WOODWORKING COMPANY	570	0.01860%	2,697.29	3,101.89			15.35	5,783.83
TRANSCOM ELECTRONICS, INC.	560	0.01827%	2,649.97	3,047.47			15.12	5,682.32
GREENBERG COMPANY, B.B.	550	0.01795%	2,602.65	2,993.05			14.90	5,580.80
CHEM-CLEAN FURNITURE RESTORATION (ALLE	550	0.01795%						4,000.00
AMERICAN STABILIS, INC.	540	0.01762%	2,555.33	2,938.63			12.63	5,481.33

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
BRUNSWICK NAVAL AIR STATION	500	0.01631%	2,366.05	2,720.95		2,720.95		7,807.96
WRIGHT, G.F. STEEL AND WIRE	495	0.01615%	2,342.39	2,693.74			13.30	5,022.83
SCA CHEMICAL SERVICES	495	0.01615%	2,342.39	2,693.74			13.30	5,022.83
VINER BROS., INC. (WOLVERINE WORLD WID	495	0.01615%	2,342.39	2,693.74				5,036.13
TECHNIPOWER, INC.	495	0.01615%	2,342.39	2,693.74				5,036.13
BORDUAS GRAPHICS, INC.	480	0.01566%	2,271.41	2,612.12				4,883.52
COLONIAL SERVICES	440	0.01436%	2,082.12	2,394.44				4,476.56
PRESSMET CORPORATION	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
AMF INC., ELECTROMAGNETICS DIVISION	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
HARRIS, INC., SAMUEL P.	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
HADCO PRINTED CIRCUITS INC.	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
PRECISION COMPONENTS, INC.	440	0.01436%	2,082.12	2,394.44				4,476.56
KITTERY LDY., INC.	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
WESTFIELD ELECTRO	440	0.01436%	2,082.12	2,394.44				4,476.56
HAMBLETT & HAYES - POLAR CHEMICALS	420	0.01370%	1,987.48	2,285.60			11.26	4,261.82
PARAMETRICS	400	0.01305%	1,892.84	2,176.76			10.80	4,058.80
ENSIGN BICKFORD COMPANY	385	0.01256%	1,821.86	2,095.13			95.89	3,821.10
GROBET FILE CO.	385	0.01256%	1,821.86	2,095.13		2,095.13		6,012.13
HALLOWELL SHOE	385	0.01256%	1,821.86	2,095.13			10.46	3,906.53
QUALITY SPRAYING & STENCILING CO.	385	0.01256%	1,821.86	2,095.13				3,916.99
CONVERTS DESIGN & ART	376	0.01227%	1,779.27	2,046.16		2,046.16		5,871.58
CONTINENTAL CORP.	375	0.01224%	1,774.54	2,040.72			10.06	3,805.19
EMHART CORP.	370	0.01207%	1,750.87	2,013.51				3,764.38
SUMMAGRAPHICS CORPORATION	360	0.01175%	1,703.55	1,959.09			9.72	3,652.92
CLARK SAWYER, INC.	330	0.01077%						1,588.06
ASTRO ENTERPRISES	330	0.01077%	1,561.59	1,795.83		1,795.83		5,153.25
PROCESS EASY CORPORATION	330	0.01077%	1,561.59	1,795.83		1,795.83		5,153.25
MADISON/WIL TEC INSUL WIRE	330	0.01077%	1,561.59	1,795.83		1,795.83		5,153.25
FOSTER COMPANY, INC., S.N.	330	0.01077%	1,561.59	1,795.83			6.28	3,351.14
TRANSCO	330	0.01077%	1,561.59	1,795.83				3,357.42
KENWAY CORPORATION	330	0.01077%	1,561.59	1,795.83			8.02	3,349.40
BULL METAL PRODUCTS	327	0.01067%	1,547.39	1,779.50				3,326.90

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

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 Additional premium for PRPs who have never settled: 115.00%

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
AUTOWIZE	300	0.00979%	1,419.63	1,632.57			8.02	3,044.18
ASCUTNEY METAL PRODUCTS, INC.	300	0.00979%	1,419.63	1,632.57			8.02	3,044.18
PARKER METAL CORPORATION	275	0.00897%	1,301.33	1,496.52			7.45	2,790.40
WHITMAN PRODUCTS LIMITED	275	0.00897%	1,301.33	1,496.52				2,797.85
KNOX WOOLEN COMPANY	275	0.00897%	1,301.33	1,496.52			7.45	2,790.40
INTERCONICS (SHELDahl'S CIRC. DIV.)	275	0.00897%	1,301.33	1,496.52			7.45	2,790.40
SNO-CRAFT	275	0.00897%	1,301.33	1,496.52		1,496.52		4,294.38
GORAL MACHINE COMPANY	275	0.00897%	1,301.33	1,496.52		1,496.52		4,294.38
DRESSER IND.	265	0.00865%	1,254.01	1,442.11			7.21	2,688.90
CARR COMPANY (TRW)	260	0.00848%	1,230.34	1,414.90			6.94	2,638.30
CENTRAL COATING	250	0.00816%	1,183.02	1,360.48			6.71	2,536.79
STADIUM AUTO BODY	250	0.00816%	1,183.02	1,360.48			6.71	2,536.79
MELVILLE CORPORATION	250	0.00816%	1,183.02	1,360.48				2,543.50
SPROUL DRY CLEANERS	250	0.00816%						1,271.75
LEVINSON AUDIO SYSTEMS LTD., MARK	240	0.00783%	1,135.70	1,306.06		1,306.06		3,747.82
AUDIO ACCESSORIES, INC.	230	0.00750%	1,088.38	1,251.64			6.26	2,333.76
REC-TEC INCORPORATED	225	0.00734%	1,064.72	1,224.43		1,224.43		3,513.58
HERMAN SHOE CO.	220	0.00718%	1,041.06	1,197.22			4.37	2,233.91
MEYER/WORLD PACKAGING MACHINERY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
NEW ENGLAND AEROSOL AND PACKAGING	220	0.00718%	1,041.06	1,197.22				2,238.28
NEW ENGLAND RACK	220	0.00718%	1,041.06	1,197.22				2,238.28
MONARCH INDUSTRIES INCORPORATED	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
AMPAD INCORPORATED	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
EDLUND COMPANY, INC.	220	0.00718%	1,041.06	1,197.22				2,238.28
MILLER SHOES	220	0.00718%	1,041.06	1,197.22				2,238.28
STULTZ ELECTRIC COMPANY	220	0.00718%	1,041.06	1,197.22			6.04	2,232.24
ARDEN JEWELRY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
LEVIN PLATING COMPANY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
ESTEN MACHINE COMPANY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
COLUMBIA DRY CLEANERS	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
MORNIGSTAR OF MAINE	210	0.00685%	993.74	1,142.80				2,136.54
FREM CORPORATION	200	0.00653%	946.42	1,088.38			5.41	2,029.39

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

=====

ASSUMPTIONS:

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
SHEPHERD CHEVROLET, INC.	195	0.00636%	922.76	1,061.17			5.28	1,978.65
BIF	190	0.00620%	899.10	1,033.96			178.30	1,754.76
KEN AUSTIN	180	0.00587%	851.78	979.54		979.54		2,810.86
SPAULDING & SLYE	180	0.00587%						1,187.25
KENNEBUNK, TOWN OF	175	0.00571%	828.12	952.33		952.33		2,732.78
ERVING PAPER	165	0.00538%	780.80	897.91			4.43	1,674.28
POWER ELECTRONICS, INC.	165	0.00538%	780.80	897.91				1,678.71
DIENES & NEUENKAMP, INC.	165	0.00538%	780.80	897.91			260.72	1,417.99
PHALO CORPORATION	165	0.00538%	780.80	897.91			4.43	1,674.28
PACESETTER PRODUCTS INCORPORATED	165	0.00538%	780.80	897.91		897.91		2,576.63
KNOX SEMICONDUCTOR	165	0.00538%	780.80	897.91			4.43	1,674.28
CHEM-CLEAN FURNITURE RESTORATION (SP)	165	0.00538%	780.80	897.91			4.43	1,674.28
SURFACE COATINGS	165	0.00538%	780.80	897.91			4.43	1,674.28
INTERNATIONAL STENCIL	165	0.00538%	780.80	897.91				1,678.71
CONWAY OFFICE PRODUCTS	165	0.00538%	780.80	897.91			11.89	1,666.82
GENESIS PHYSICS CORPORATION	165	0.00538%	780.80	897.91		897.91		2,576.63
CAMDEN TANNING CORPORATION	165	0.00538%	780.80	897.91			4.43	1,674.28
METALART BUCKLE COMPANY	165	0.00538%	780.80	897.91			4.43	1,674.28
ASTRO WIRE & CABLE	165	0.00538%	780.80	897.91			4.43	1,674.28
STAHL FINISH	165	0.00538%	780.80	897.91			4.81	1,673.90
ALCO DISPENSING SYSTEM	165	0.00538%	780.80	897.91			4.43	1,674.28
ARWOOD MACHINE	165	0.00538%	780.80	897.91				1,678.71
USH CORPORATION - BAILEY DIVISION	165	0.00538%	780.80	897.91				1,678.71
FOTHERGILL COMPOSITES INCORPORATED	165	0.00538%	780.80	897.91			4.43	1,674.28
FRANKLIN ELECTROPLATING	162	0.00529%	766.60	881.59				1,648.19
HOBSON & MOTZER	156	0.00509%	738.21	848.94				1,587.14
JBT SWITCHES (EATON)	156	0.00509%	738.21	848.94			4.24	1,582.90
COOLEY, INC.	150	0.00489%	709.81	816.29			4.09	1,522.01
AMERICAN BILTRITE CORPORATION	150	0.00489%	709.81	816.29				1,526.10
BRUNELL ELECTROPLATING CORP., A.A.	150	0.00489%	709.81	816.29		816.29		2,342.39
TOURNAINE PAINTS	150	0.00489%	709.81	816.29			9.45	1,516.65
GENERAL TIRE	150	0.00489%	709.81	816.29			4.09	1,522.01

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APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
LCP-MAINE, INC.	130	0.00424%	615.17	707.45			3.48	1,319.14
BASS HARBOR MARINE	110	0.00359%	520.53	598.61				1,119.14
INDIANA SCREW MACHINE	110	0.00359%	520.53	598.61			23.33	1,095.81
SILICON TRANSISTOR CORPORATION	110	0.00359%	520.53	598.61			3.02	1,116.12
TADCO, INC.	110	0.00359%	520.53	598.61			3.27	1,115.87
LIBERTY RESEARCH CORPORATION	110	0.00359%	520.53	598.61			3.02	1,116.12
CHEM-CLEAN FURNITURE RESORATION (ALF)	110	0.00359%	520.53	598.61		598.61		1,717.75
U.S. COAST GUARD STATION	110	0.00359%	520.53	598.61			2.61	1,116.53
CLINTON INSTRUMENT	110	0.00359%	520.53	598.61				1,119.14
AMERICAN BUSINESS SYSTEMS	110	0.00359%	520.53	598.61			3.02	1,116.12
THEATRE TECHNIQUES	110	0.00359%	520.53	598.61				1,119.14
TEX-TECH INDUSTRIES, INC.	110	0.00359%	520.53	598.61			3.02	1,116.12
WHITE BOAT & CANOE	110	0.00359%	520.53	598.61		598.61		1,717.75
WEBER HOSPITAL ASSOCIATION	110	0.00359%	520.53	598.61			3.02	1,116.12
COMPUTROL (KIDDE)	100	0.00326%	473.21	544.19				1,017.40
S & S PLASTICS CO.	100	0.00326%	473.21	544.19			2.61	1,014.79
SHAPE INC./SHAPE SYSTEMS DESIGN I	65	0.00212%	307.59	353.72			45.43	615.88
STRIAR TEXTILE MILL	60	0.00196%	283.93	326.51			20.85	589.59
GLOBAL SPECIALTIES, INC.	55	0.00179%	260.27	299.30				559.57
NACHI BEARING COMPANY	55	0.00179%	260.27	299.30			23.33	536.24
AFFILIATED LABORATORIES, INC.	55	0.00179%	260.27	299.30			23.33	536.24
SCOLA ENTERPRISES	55	0.00179%	260.27	299.30			23.33	536.24
MATCHLETT	55	0.00179%	260.27	299.30				559.57
PERVEL INDUSTRIES	55	0.00179%	260.27	299.30				559.57
JET LINE POLLUTION CONTROL	55	0.00179%						
ADVENTURING MANUFACTURING	55	0.00179%	260.27	299.30				559.57
CROWALLOY STANDARD FOUNDRY	55	0.00179%	260.27	299.30		299.30		858.88
DATA PRODUCTS, NEW ENGLAND, INC.	52	0.00170%	246.07	282.98			24.81	504.24
COLBY COLLEGE	50	0.00163%	236.60	272.10				508.70
SEVCON, DIV. TECH/OPS	50	0.00163%	236.60	272.10			25.80	500.00
MID-STATE MACHINE	50	0.00163%	236.60	272.10			25.80	500.00
LEEN COMPANY	50	0.00163%	236.60	272.10			25.80	500.00

APPENDIX D

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UNION CHEMICAL COMPANY SITE

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
LIBBEY COMPANY, W.S.	10	0.00033%	47.32	54.42			45.43	500.00
FMC CORPORATION	4	0.00013%	18.93	21.77			48.40	500.00
TOTAL VOLUME SENT TO SITE	3,064,789							
TOTAL AT 0.20% DE MINIMIS CUTOFF	329,865	10.76306%	1,512,708.63	1,739,614.93	9,905.86	169,716.80	10,708.66	3,479,637.67

APPENDIX D

DE MINIMIS TRANSPORTER AND BROKER PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

Total volume: 3,064,789

Cost basis for settlement: \$14,502,871

Minimum total payment for each settling PRP: \$500.00

Cost share: % total volume x cost basis

Basic settlement premium: 115.00%

Add'l premium for PRPs who settled pre May 22, 1987 costs but not RI/FS: volumetric share x \$1,250,000 x 2.5

Additional premium for PRPs who have never settled: 115.00%

If a PRP is both transporter and generator, it pays the amount associated with the higher volume (marked by an asterisk)

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	SETTLEMENT PREMIUM (\$)	NON-RI/FS SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
*CHEMICAL RECOVERY INC.	4,370	0.14259%	20,679.25	23,781.14			128.61	44,331.78
SUFFOLK SERVICES	4,090	0.13345%						18,416.90
NEW ENGLAND INDUSTRIAL WASTE (BROKER)	3,930	0.12823%						7,121.81
ST. JOHNSBURY TRUCKING CO.	1,215	0.03964%						6,677.22
TOTAL WASTE MANAGEMENT	675	0.02202%						3,442.85
COLES EXPRESS	661	0.02157%	3,127.91	3,597.10		3,597.10		10,322.12
KALLOCH FUEL SERVICE	250	0.00816%						1,271.75
TOTAL VOLUME SENT TO SITE	3,064,789							
TOTAL AT 0.20% CUT-OFF		0.49566%	23,807.17	27,378.24	0.00	3,597.10	128.61	91,584.43

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## APPENDIX E

## SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
=====	=====	=====	=====	=====	=====	=====
117	ACTION MANUFACTURING	2150.000	0.06397	\$1,055.25	\$1,113.18	\$57.93
165	ADAMS COMPANY, J K	880.000	0.02618	\$431.87	\$455.63	\$23.76
113	ADAMS-RUSSEL CO, INC.	2420.000	0.07200	\$1,187.71	\$1,252.98	\$65.27
240	AFFILIATED LABORATORIES INC.	55.000	0.00164	\$27.05	\$50.38	\$23.33
126	ALBANY INTERNATIONAL TECHNICAL FABRICS	1865.000	0.05549	\$915.36	\$737.81	\$0.00
231	ALCO DISPENSING SYSTEMS	165.000	0.00491	\$81.00	\$85.43	\$4.43
183	ALLTEX-STANDARD UNIFORM	675.000	0.02008	\$331.24	\$349.49	\$18.25
236	AMERICAN BUSINESS SYSTEMS	110.000	0.00327	\$53.94	\$56.96	\$3.02
165	AMERICAN CAN COMPANY (CASCO BAY)	880.000	0.02618	\$431.87	\$455.63	\$23.76
83	AMERICAN ELECTRO	3905.000	0.11618	\$1,916.51	\$227.82	\$0.00
202	AMERICAN STABILIS INC	467.581	0.01391	\$229.46	\$242.09	\$12.63
204	AMF INC, ELECTROMAGNETICS DIVISION	440.000	0.01309	\$215.93	\$227.82	\$11.89
223	AMPAD INCORPORATED	220.000	0.00655	\$108.05	\$113.90	\$5.85
92	AMTROL INC	3365.000	0.10012	\$1,651.58	\$1,742.27	\$90.69
223	ARDEN JEWELRY	220.000	0.00655	\$108.05	\$113.90	\$5.85
171	ARK-LES SWITCH CO	840.000	0.02499	\$412.24	\$463.39	\$51.15
185	ARTFAIRE COMPANY INC	660.000	0.01964	\$323.98	\$341.72	\$17.74
216	ASCUTNEY METAL PRODUCTS INC	300.000	0.00893	\$147.31	\$155.33	\$8.02
231	ASTRO WIRE & CABLE	165.000	0.00491	\$81.00	\$85.43	\$4.43
221	AUDIO ACCESSORIES INC	230.000	0.00684	\$112.83	\$119.09	\$6.26
216	AUTOWIZE	300.000	0.00893	\$147.31	\$155.33	\$8.02
217	B I F	275.000	0.00818	\$134.94	\$313.24	\$178.30
137	BAKER COMPANY INC, THE	1430.000	0.04255	\$701.90	\$740.41	\$38.51
141	BALFOUR COMPANY, L G, INC	1400.000	0.04165	\$687.06	\$724.86	\$37.80
155	BANTON INC	1165.000	0.03466	\$571.75	\$603.19	\$31.44
187	BARRY CONTROLS DIV	650.000	0.01934	\$319.03	\$336.55	\$17.52
180	BECTON-DICKINSON DIVISION	715.000	0.02127	\$350.87	\$100.01	\$0.00
72	BOTTOMS-USA INC.	5336.000	0.15876	\$2,618.90	\$2,364.10	\$0.00
137	BRYANT GRINDER CORPORATION	1430.000	0.04255	\$701.90	\$740.41	\$38.51
109	BURNDY CORPORATION	2739.283	0.08150	\$1,344.42	\$1,418.30	\$73.88
231	CAMDEN TANNING CORPORATION	165.000	0.00491	\$81.00	\$85.43	\$4.43
106	CARLETON WOOLEN MILLS	2800.000	0.08331	\$1,374.28	\$1,449.73	\$75.45
219	CARR COMPANY	260.000	0.00774	\$127.68	\$134.62	\$6.94
220	CENTRAL COATING	250.000	0.00744	\$122.73	\$129.44	\$6.71
195	CHEM-CLEAN FURNITURE RESTORATION (ALLEN)	550.000	0.01636	\$269.87	\$284.77	\$14.90
231	CHEM-CLEAN FURNITURE RESTORATION (SP)	165.000	0.00491	\$81.00	\$85.43	\$4.43
70	CHEMICAL POLLUTION CONTROL INC.	5390.000	0.16036	\$2,645.30	\$2,752.94	\$107.64
75	CHEMICAL RECOVERY INC.	4770.000	0.14192	\$2,341.11	\$2,469.72	\$128.61
114	CHURCH SEAT COMPANY	2350.000	0.06992	\$1,153.40	\$1,216.74	\$63.34
100	CIAMBRO CORPORATION	3135.000	0.09327	\$1,538.58	\$1,623.19	\$84.61
120	CLAROSTAT MFG. COMPANY, INC.	2040.000	0.06069	\$1,001.14	\$1,234.87	\$233.73

## SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
=====	=====	=====	=====	=====	=====	=====
223	COLUMBIA DRY CLEANERS	220.000	0.00655	\$108.05	\$113.90	\$5.85
154	COLUMBIA MANUFACTURING CO	1170.000	0.03481	\$574.23	\$605.78	\$31.55
108	CONGRESS TECHNICAL SPRAY CO	2750.000	0.08182	\$1,349.70	\$1,423.84	\$74.14
172	CONSOLIDATED CONTROLS	832.000	0.02475	\$408.28	\$350.01	\$0.00
210	CONTINENTAL CORP	375.000	0.01116	\$184.10	\$194.16	\$10.06
204	CONWAY OFFICE PRODUCTS	440.000	0.01309	\$215.93	\$227.82	\$11.89
233	COOLEY, INC.	150.000	0.00446	\$73.57	\$77.66	\$4.09
190	COOPERATIVE MICROWAVE	605.000	0.01800	\$296.93	\$313.24	\$16.31
182	DATA GENERAL CORP	700.000	0.02083	\$343.61	\$362.43	\$18.82
241	DATA PRODUCTS, NEW ENGLAND INC.	52.000	0.00155	\$25.57	\$50.38	\$24.81
175	DATL INC.	785.000	0.02336	\$385.35	\$349.10	\$0.00
93	DAVOL INC	3355.000	0.09982	\$1,646.63	\$1,737.09	\$90.46
138	DEVON CORPORATION	1421.000	0.04228	\$697.45	\$735.74	\$38.29
83	DEXTER SHOE COMPANY	3905.000	0.11618	\$1,916.51	\$2,021.86	\$105.35
105	DIAMOND MACHINE COMPANY	2860.000	0.08509	\$1,403.64	\$1,480.80	\$77.16
173	DIAPHRAGM INDUSTRIES INC	825.000	0.02455	\$404.98	\$427.15	\$22.17
152	DIELECTRIC COMMUNICATION	1240.000	0.03689	\$608.54	\$642.02	\$33.48
231	DIENES & NEUENKAMP, INC.	165.000	0.00491	\$81.00	\$341.72	\$260.72
218	DRESSER IND	265.000	0.00788	\$129.99	\$137.20	\$7.21
132	EDWARDS COMPANY	1652.000	0.04915	\$810.78	\$854.83	\$44.05
153	ELECTRISOLA INC	1212.390	0.03607	\$595.01	\$627.74	\$32.73
174	ELECTRIX INC	816.000	0.02428	\$400.52	\$109.25	\$0.00
206	ELECTRONICS CORPORATION OF AMERICA	425.002	0.01264	\$208.51	\$220.05	\$11.54
181	ELMERS PIPE INC	713.000	0.02121	\$349.88	\$369.16	\$19.28
209	ENSIGN BICKFORD COMPANY	385.000	0.01145	\$188.88	\$284.77	\$95.89
185	ENVIRONMENTAL SYSTEMS CORP	660.000	0.01964	\$323.98	\$341.72	\$17.74
231	ERVING PAPER	165.000	0.00491	\$81.00	\$85.43	\$4.43
223	ESTEN MACHINE COMPANY	220.000	0.00655	\$108.05	\$113.90	\$5.85
125	FAIRCHILD CAMERA & INSTRUMENT CORP	1870.000	0.05564	\$917.84	\$968.21	\$50.37
169	FIBERGLASS PRODUCTS INCORPORATED	850.000	0.02529	\$417.18	\$440.10	\$22.92
245	FMC CORPORATION	4.000	0.00012	\$1.98	\$50.38	\$48.40
213	FOSTER INC, S H	330.000	0.00982	\$161.99	\$168.27	\$6.28
231	FOTHERGILL COMPOSITES INCORPORATED	165.000	0.00491	\$81.00	\$85.43	\$4.43
168	FOXBORO	860.000	0.02559	\$422.13	\$445.28	\$23.15
203	FRANKLIN ELECTROPLATING	458.000	0.01363	\$224.84	\$107.69	\$0.00
226	FREM CORPORATION	200.000	0.00595	\$98.15	\$103.56	\$5.41
187	G & L MACHINE INCORPORATED	650.000	0.01934	\$319.03	\$336.55	\$17.52
233	GENERAL TIRE	150.000	0.00446	\$73.57	\$77.66	\$4.09
195	GREENBERG COMPANY, B B	550.000	0.01636	\$269.87	\$284.77	\$14.90
164	GRUMBACHER INC., M.	910.000	0.02707	\$446.55	\$471.16	\$24.61
122	GTE PRODUCTS CORP	1960.000	0.05831	\$961.88	\$1,014.81	\$52.93

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## SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [ \$ ]	SETTLEMENT CREDIT AMOUNT [ \$ ]
204	HADCO PRINTED CIRCUITS INC	440.000	0.01309	\$215.93	\$227.82	\$11.89
209	HALLOWELL SHOE	385.000	0.01145	\$188.88	\$199.34	\$10.46
207	HAMBLETT & HAYES-POLAR CHEMICALS DIV	420.000	0.01250	\$206.20	\$217.46	\$11.26
204	HARRIS INC, SAMUEL P	440.000	0.01309	\$215.93	\$227.82	\$11.89
201	HEBRON ACADEMY	475.030	0.01413	\$233.09	\$245.96	\$12.87
223	HERMAN SHOE CO	220.000	0.00655	\$108.05	\$112.42	\$4.37
95	HI-G COMPANY INC (HARTFORD)	3298.440	0.09814	\$1,618.92	\$1,707.81	\$88.89
133	HILL ACME	1595.000	0.04745	\$782.74	\$825.84	\$43.10
65	HINCKLEY & COMPANY, HENRY R	6545.000	0.19473	\$3,212.27	\$3,388.75	\$176.48
121	IMPERIAL MACHINE CORPORATION	2035.000	0.06055	\$998.83	\$1,053.64	\$54.81
123	INDEPENDENT CABLE INC	1925.000	0.05727	\$944.73	\$939.74	\$0.00
240	INDIANA SCREW MACHINE	55.000	0.00164	\$27.05	\$50.38	\$23.33
217	INTERCONICS	275.000	0.00818	\$134.94	\$142.39	\$7.45
105	INTERSTATE UNIFORM SERVICES	2860.000	0.08509	\$1,403.64	\$1,480.80	\$77.16
149	IONICS INC	1265.000	0.03764	\$620.91	\$654.97	\$34.06
98	ITT-VULCAN ELECTRIC	3245.000	0.09655	\$1,592.69	\$1,680.14	\$87.45
160	JAMES RIVER-OTIS INC	990.000	0.02945	\$485.81	\$512.59	\$26.78
73	JAMESON & COMPANY INC, C F	5170.000	0.15382	\$2,537.41	\$2,867.30	\$329.89
232	JBT SWITCHES	156.000	0.00464	\$76.54	\$80.78	\$4.24
159	KARELIS WOOD HEEL CO, M	1020.000	0.03035	\$500.65	\$528.12	\$27.47
216	KENWAY CORPORATION	300.000	0.00893	\$147.31	\$155.33	\$8.02
179	KINGFIELD WOOD PRODUCTS	720.000	0.02142	\$353.34	\$372.79	\$19.45
204	KITTERY LDY INC	440.000	0.01309	\$215.93	\$227.82	\$11.89
231	KNOX SEMICONDUCTOR	165.000	0.00491	\$81.00	\$85.43	\$4.43
217	KNOX WOOLEN COMPANY	275.000	0.00818	\$134.94	\$142.39	\$7.45
150	L & A HEEL CORP	1260.000	0.03749	\$618.44	\$652.38	\$33.94
130	LANSON AND GOODNOW MFG CO	605.000	0.01800	\$296.93	\$170.86	\$0.00
136	LAWRENCE LEATHER CO, A C	1487.000	0.04424	\$729.78	\$515.18	\$0.00
234	LCP - MAINE INC	130.000	0.00387	\$63.84	\$67.32	\$3.48
242	LEEN COMPANY	50.000	0.00149	\$24.58	\$50.38	\$25.80
223	LEVIN PLATING COMPANY	220.000	0.00655	\$108.05	\$113.90	\$5.85
244	LIBBEY COMPANY, W S	10.000	0.00030	\$4.95	\$50.38	\$45.43
236	LIBERTY RESEARCH CORPORATION	110.000	0.00327	\$53.94	\$56.96	\$3.02
165	LUNT SILVERSMITHS	880.000	0.02618	\$431.87	\$455.63	\$23.76
102	MADICO INCORPORATED	2980.000	0.08866	\$1,462.54	\$3,096.22	\$1,633.68
78	MAINE ELECTRONICS	4380.000	0.13031	\$2,149.59	\$4,970.52	\$2,820.93
178	MAINE MEDICAL CENTER	735.000	0.02187	\$360.77	\$380.56	\$19.79
157	MAINE PRINTING & BUSINESS FORMS CO	1135.000	0.03377	\$557.07	\$587.66	\$30.59
173	MAINE YANKEE ATOMIC POWER COMPANY	825.000	0.02455	\$404.98	\$427.15	\$22.17
164	MARKEM	910.000	0.02707	\$446.55	\$471.16	\$24.61
146	MCCORD WINN DIVISION	1320.000	0.03927	\$647.80	\$683.45	\$35.65

## SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
=====	=====	=====	=====	=====	=====	=====
190	MESSER COMPANY, W A	605.000	0.01800	\$296.93	\$313.24	\$16.31
231	METALART BUCKLE COMPANY	165.000	0.00491	\$81.00	\$85.43	\$4.43
223	MEYER/WORLD PACKAGING MACHINERY	220.000	0.00655	\$108.05	\$113.90	\$5.85
160	MICROWAVE TECHNIQUES INCORPORATED	990.000	0.02945	\$485.81	\$512.59	\$26.78
242	MID-STATE MACHINE	50.000	0.00149	\$24.58	\$50.38	\$25.80
144	MILTON BRADLEY COMPANY	1350.000	0.04017	\$662.64	\$698.98	\$36.34
176	MODERN ELECTROPLATING COMPANY INC	745.000	0.02217	\$365.72	\$385.73	\$20.01
63	MOOUTEC INCORPORATED	6993.170	0.20806	\$3,432.16	\$3,620.80	\$188.64
223	MONARCH INDUSTRIES INCORPORATED	220.000	0.00655	\$108.05	\$113.90	\$5.85
97	MOORE CHEMICAL COMPANY	3250.000	0.09669	\$1,595.00	\$1,682.73	\$87.73
156	MORGAN CONSTRUCTION COMPANY	1155.000	0.03436	\$566.80	\$598.02	\$31.22
225	MORNIGSTAR OF MAINE	205.000	0.00610	\$100.63	\$77.66	\$0.00
240	NACHI BEARING COMPANY	55.000	0.00164	\$27.05	\$50.38	\$23.33
140	NASHUA WOOD PRODUCTS INCORPORATED	1410.000	0.04195	\$692.01	\$730.05	\$38.04
112	NICHOLS COMPANY, W H	2430.000	0.07230	\$1,192.66	\$1,258.17	\$65.51
233	NICHOLS FLUID MACHINERY DIVISION	150.000	0.00446	\$73.57	\$77.66	\$4.09
180	NORTHEAST SHOE COMPANY	715.000	0.02127	\$350.87	\$370.20	\$19.33
151	NRC INCORPORATED	1255.334	0.03735	\$616.13	\$649.96	\$33.83
193	NUROCO WOODWORKING COMPANY	570.000	0.01696	\$279.77	\$295.12	\$15.35
147	OMNI-WAVE ELECTRONICS CORPORATION	1318.135	0.03922	\$646.97	\$682.48	\$35.51
81	ORNSTEEN HEEL COMPANY, WM	4230.784	0.12588	\$2,076.52	\$2,190.54	\$114.02
191	PAK 2000/DIVISION OF OCOR PRODUCTS	595.000	0.01770	\$291.98	\$308.07	\$16.09
208	PARAMETRICS	400.000	0.01190	\$196.30	\$207.10	\$10.80
217	PARKER METAL CORPORATION	275.000	0.00818	\$134.94	\$142.39	\$7.45
149	PARLEX CORPORATION	1265.000	0.03764	\$620.91	\$654.97	\$34.06
100	PERMUTHANE	3135.000	0.09327	\$1,538.58	\$1,623.19	\$84.61
231	PHALO CORPORATION	165.000	0.00491	\$81.00	\$85.43	\$4.43
143	PHOTO FABRICATION ENGINEERING	1352.000	0.04022	\$663.47	\$700.02	\$36.55
79	POLY-STRUCTURES INCORPORATED	4270.000	0.12704	\$2,095.65	\$2,210.85	\$115.20
104	PONTIAC WEAVING CORPORATION	2900.000	0.08628	\$1,423.27	\$1,501.51	\$78.24
145	PORT POLY INCORPORATED	1335.000	0.03972	\$655.22	\$634.26	\$0.00
204	PRESSMET CORPORATION	440.000	0.01309	\$215.93	\$227.82	\$11.89
133	QUIN-T CORPORATION	1595.000	0.04745	\$782.74	\$848.74	\$66.00
82	REECE CORPORATION	3941.000	0.11725	\$1,934.16	\$2,083.47	\$149.31
158	RICH TOOL & DIE COMPANY	1045.000	0.03109	\$512.86	\$541.06	\$28.20
148	RUDOLPH BEAVER COMPANY	1290.000	0.03838	\$633.12	\$667.91	\$34.79
118	S & H PRECISION MANUFACTURING CO. INC.	2139.000	0.06364	\$1,049.81	\$1,022.06	\$0.00
237	S & S PLASTICS CO.	100.000	0.00298	\$49.16	\$51.77	\$2.61
186	SAFETY KLEEN CORP.	655.000	0.01949	\$321.51	\$339.13	\$17.62
198	SCA CHEMICAL SERVICES	495.000	0.01473	\$242.99	\$256.29	\$13.30
240	SCOLA ENTERPRISES	55.000	0.00164	\$27.05	\$50.38	\$23.33

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SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
=====	=====	=====	=====	=====	=====	=====
62	SCOTT PAPER CO.	7200.000	0.21422	\$3,533.77	\$3,727.89	\$194.12
242	SEVCON, DIV. TECH/OPS	50.000	0.00149	\$24.58	\$50.38	\$25.80
244	SHAPE INC.	10.000	0.00030	\$4.95	\$50.38	\$45.43
227	SHEPHERD CHEVROLET INC.	195.000	0.00580	\$95.68	\$100.96	\$5.28
236	SILICON TRANSISTOR CORPORATION	110.000	0.00327	\$53.94	\$56.96	\$3.02
229	SPAULDING & SLYE	180.000	0.00536	\$88.42	\$93.20	\$4.78
142	SPECTRUM COATINGS LABS	1375.000	0.04091	\$674.85	\$711.92	\$37.07
158	SPEIDEL, DIV.	1045.000	0.03109	\$512.86	\$541.06	\$28.20
99	SPRAGUE ELECTRIC CO.	3163.000	0.09411	\$1,552.44	\$1,467.86	\$84.58
167	SPRAY ME INC.	864.346	0.02572	\$424.28	\$447.53	\$23.25
101	SPRAY-O-MATIC CORP.	3005.000	0.08941	\$1,474.91	\$1,555.87	\$80.96
220	SPROUL DRY CLEANERS	250.000	0.00744	\$122.73	\$129.44	\$6.71
220	STADIUM AUTO BODY	250.000	0.00744	\$122.73	\$129.44	\$6.71
228	STAHL FINISH	180.072	0.00536	\$88.42	\$93.23	\$4.81
128	STERLING CLARK LURTON	1760.000	0.05236	\$863.73	\$911.26	\$47.53
166	STINSON CANNING CO.	865.000	0.02574	\$424.61	\$447.86	\$23.25
239	STRIAR TEXTILE MILL	60.000	0.00179	\$29.53	\$50.38	\$20.85
222	STULTZ ELECTRIC COMPANY	225.000	0.00669	\$110.36	\$116.40	\$6.04
53	STURM, RUGER & COMPANY, INC.	8690.000	0.25855	\$4,265.04	\$1,480.80	\$80.00
163	STYLETEK	935.000	0.02782	\$458.92	\$484.10	\$25.18
165	SUFFOLK SERVICES INC.	880.000	0.02618	\$431.87	\$1,536.45	\$1,104.58
211	SUMMAGRAPHS CORPORATION	360.000	0.01071	\$176.67	\$186.39	\$9.72
231	SURFACE COATINGS INC.	165.000	0.00491	\$81.00	\$85.43	\$4.43
89	SWANK INC.	3500.000	0.10413	\$1,717.73	\$1,812.16	\$94.43
235	TADCO INC.	120.048	0.00357	\$58.89	\$62.16	\$3.27
131	TEK COATINGS	1655.000	0.04924	\$812.26	\$856.89	\$44.63
236	TEX-TECH INDUSTRIES INC.	110.000	0.00327	\$53.94	\$56.96	\$3.02
96	TIBBETTS INDUSTRIES INC.	3263.842	0.09711	\$1,601.93	\$1,689.89	\$87.96
116	TILLOTSON RUBBER CO	2200.000	0.06545	\$1,079.66	\$1,139.08	\$59.42
212	TOURAINNE PAINTS	347.351	0.01033	\$170.40	\$179.85	\$9.45
194	TRANSCOM ELECTRONICS INC	560.000	0.01666	\$274.82	\$289.94	\$15.12
237	U S COAST GUARD STATION	100.000	0.00298	\$49.16	\$51.77	\$2.61
91	UNION BUTTERFIELD	3400.000	0.10116	\$1,668.74	\$1,765.57	\$96.83
87	UNION CAMP CORP	3604.946	0.10725	\$1,769.20	\$1,866.51	\$97.31
133	UNITRODE CORP	1595.000	0.04745	\$782.74	\$711.92	\$80.00
196	USH CORPORATION - BAILEY DIVISION	535.000	0.01592	\$262.62	\$85.43	\$80.00
146	VALIANT FINISHING COMPANY	1320.000	0.03927	\$647.80	\$683.45	\$35.65
184	VELCRO USA INC	670.000	0.01993	\$328.77	\$346.90	\$18.13
236	WEBER HOSPITAL ASSOCIATION	110.000	0.00327	\$53.94	\$56.96	\$3.02
198	WRIGHT, G.F. STEEL AND WIRE	495.000	0.01473	\$242.99	\$256.29	\$13.30

24-Apr-91

SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME (gallons)	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
TRANSPORTERS (who are not generators)						
	ST JOHNSBURY TRUCKING COMPANY	865.000	0.02581	\$425.76	\$435.75	\$9.99
TOTALS				\$126,723.59	\$132,900.70	\$12,586.10

## APPENDIX F

### DESCRIPTION OF EXISTING PRP FUNDS AND ACCOUNTS

1. Union Chemical Site Trust Fund. These are funds held pursuant to the Union Chemical Site Trust Agreement relating to the performance of the Remedial Investigation/Feasibility Study of the site pursuant to a November, 1987 Administrative Order between 263 Potentially Responsible Parties, EPA and the Maine DEP. As of August 1, 1990, the fund held assets of approximately \$200,000 with several substantial obligations remaining to be incurred.

2. Union Chemical Fund Administrative Account. These are funds collected by the Union Chemical Site Steering Committee in 1987 to pay for administrative costs in connection with negotiation efforts by the Steering Committee with the agencies. As of August 1, 1990, the fund balance was under \$40,000.

3. Union Chemical Fund Professional Services Account. These are funds collected by the Union Chemical Site Steering Committee in 1987 in order to pay for consultants in connection with negotiation efforts by the Steering Committee with the agencies. As of August 1, 1990, the fund balance was under \$3,500.

4. Union Chemical Settlement Account. This fund was established to hold excess settlement funds which were collected by the Union Chemical Site Steering Committee from the 263 PRPs which entered into the November, 1987 Administrative Order. The excess funds resulted from an oversubscription to the settlement beyond that projected by the Steering Committee. As of August 1, 1990, the fund balance was approximately \$475,000.

APPENDIX G

WORKSHEET FOR DISCREPANCY IN LISTED PERCENTAGE OF WASTE CONTRIBUTED

Assumptions:

Total Volume: 3,064,789  
 Cost Basis for Settlement: \$14,502,871  
 Minimum Total Payment for each Settling PRP: \$500  
 Cost Share: % total volume x cost basis  
 Basic Settlement Premium: 115%  
 Additional Premium for PRPs who settled for pre-May 22, 1987 costs but not RI/FS costs: volumetric share x \$1,250,000 x 2.5  
 Additional Premium for PRPs who have never settled: 115%  
 If a PRP is both generator and transporter, it pays the amount associated with the higher volume.

A	B	C	D	E	F	G	H	I
PRP Name	Corrected Volume (Gallons)	% of Total Volume <sub>1</sub>	Cost Share <sub>2</sub>	Basic Premium <sub>3</sub>	RI/FS Non-Settlor Prem. <sub>4</sub>	Non-Settlor Premium <sub>5</sub>	Credit Adjustmt <sub>6</sub>	Total Payment <sub>7</sub>

Footnotes:

1. PRP's volume divided by 3,064,789.
2. % total volume times \$14,502,871.
3. Number in Column D times 115%.
4. If your company is listed in this column in Appendix D, then multiply your volumetric share times \$1,250,000 times 2.5.
5. If your company is listed in this column in Appendix D, then repeat the number in Column E on this worksheet.
6. If your company is listed in this column in Appendix D, then copy the number that appears there.
7. The total payment is the sum of columns D, E, F, and G, minus the amount in Column H; but if that amount is less than \$500, your total payment is \$500.



SETTLING PARTY

Company or Entity: \_\_\_\_\_

~~J. K. ADAMS CO., INC.~~

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
J. K. ADAMS CO., INC.

By: \_\_\_\_\_

Title:

President

Address:

Dorset, Vermont 05251

Telephone Number:

802 362 2303

Date: May, 3, 1991

**SETTLING PARTY**


Company or Entity: ADAMS PLASTIC COMPANY, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

ADAMS PLASTIC COMPANY, INC.

AMERICAN HOME PRODUCTS CORPORATION

  
By: WAIN W. STOWE

Title: ASST. V.P. OF ENVIRONMENT & SAFETY

Address: 685 Third Avenue

Telephone Number: (212) 878-6064

Date: May 24, 1991

SETTLING PARTY

Company or Entity: ADAMS-RUSSELL CO., INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

M/A-COM ADAMS-RUSSELL, INC.

---

By: ANGELA BOGGS

*Angella Boggs*

Title: CORPORATE DIRECTOR, ENVIRONMENTAL AFFAIRS

Address: M/A-COM, INC., 33 SECOND AVE., BURLINGTON, MA 01803

Telephone Number: (617) 272-3000

Date: MAY 13, 1991

**SETTLING PARTY**

Company or Entity: Adventure Manufacturing Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: Paul M. Daniels

Title: Vice President

Address: 54 E. School Street

Telephone Number: 401-766-7417

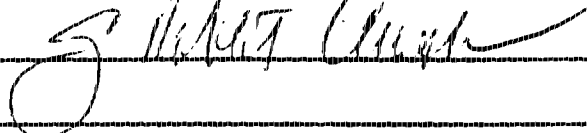
Date: 05/01/91

**SETTLING PARTY**

Company or Entity: Affiliated Laboratory, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

  
\_\_\_\_\_

---

By: G. Robert Ainslie, PhD  
Title: Executive Vice President & Chief Operating Officer  
Address: 246 Sylvan Road, Bangor, ME 04401  
Telephone Number: 207/947-5414

Date: 5/14/91

SETTLING PARTY

Company or Entity: Albany International Corp

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: Charles Barbanson Vice President  
Title: PO 1407 Albany NY 12201  
Address:  
Telephone Number: 518-445-2253

Date: 5-9-91

SETTLING PARTY

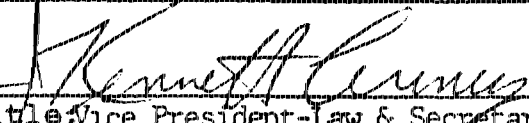
Company or Entity: Alco Dispensing Systems

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Alco Dispensing Systems (through

Alco Standard Corporation)

By:   
Title: Vice President-Law & Secretary, Alco Standard Corporation  
Address: P.O. Box 834, Valley Forge, PA 19482  
Telephone Number: (215) 296-8000

Date: 5/15/91

**SETTLING PARTY**

Company or Entity: Alltex Standard Uniform, Inc.

d/b/a Alltex-Standard Uniform

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Alltex Standard Uniform, Inc. d/b/a Alltex-Standard

Uniform

By: 

Title: Alan D. Cobb, President

Address: 324 Taylor Street, Manchester, NH 03103

Telephone Number: (603)625-9722

Date: May 14, 1991



**SETTLING PARTY**

Company or Entity: American Biltrite Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

American Biltrite Inc.

---

By: 

---

Title: Corporate Secretary and Corporate Counsel  
Address: 57 River Street, Wellesley Hills, MA 02181  
Telephone Number:  
617/237-6655

Date: 5/2/91

**SETTLING PARTY**

Company or Entity: \_\_\_\_\_

AMERICAN BUSINESS SYSTEMS, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

SOUTH HOPE, ME

By: X *Charles Cienciala*

Title: Vice President

Address: P.O.BOX 8370 PORTLAND, ME 04104

Telephone Number: 207-773-5055

Date: 5/7/91

MAY 14 REC'D

-22-

**SETTLING PARTY**

Company or Entity: American Electro Products

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

National Integrated Industries, Inc.

d/b/a American Electro Products

By:  Dennis M. Burke

Title: President

Address: 322 Main St., Farmington, CT 06034

Telephone Number: (203) 677-7995

Date: 5/9/91

SETTLING PARTY

Company or Entity: American National Can Company  
(formerly, American Can Company)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

American National Can Company

By: 

Title: Sr. Vice President Research & Engineering  
Address: 8770 West Bryn Mawr Avenue, Chicago, IL 60631  
Telephone Number: 312/399-3443

Date: May 17, 1991

SETTLING PARTY

Company or Entity: American Statelab Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

American Statelab Inc.

By: 

Title: President  
Address: Lexington St. Lewiston, Me  
Telephone Number: 207-784-9389

Date: 5/16/91

SETTLING PARTY

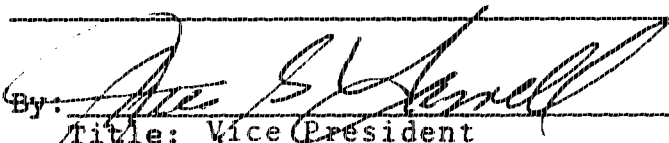
Company or Entity: AMF INCORPORATED

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

AMF INCORPORATED

---

By:   
Title: Vice President  
Address: 100 S. 5th St., #2400, Minneapolis, MN 55402  
Telephone Number: 612/339-7900

Date: May 6, 1991

**SETTLING PARTY**

Company or Entity: AMPHENOL/BUNKER RAMO

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

AMPHENOL CORPORATION

---

By: Edward C. Wetmore  
Title: Edward C. Wetmore, Secretary and General Counsel  
Address: 358 Hall Avenue, Wallingford, CT. 06492  
Telephone Number: (203)265-8634

Date: May 3, 1991

**SETTLING PARTY**

Company or Entity: AMPLEX  
(properly: Norton Company d/b/a Amplex Corp.)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:  
Norton Company d/b/a Amplex Corp.

By: *W. H. Jackson*  
Title: Counsel Assistant Secretary  
Address: 120 Front Street, Worcester, MA 01608  
Telephone Number: 508-795-5585

Date: May 8, 1991



SETTLING PARTY

Company or Entity: AMTROL Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

*Julio Maggionno*

By: \_\_\_\_\_

Title: General Manager Plant Operations  
Address: 1400 Division Road, West Warwick, RI 02882  
Telephone Number: 401-884-6300

Date: 4/30/91

SETTLING PARTY

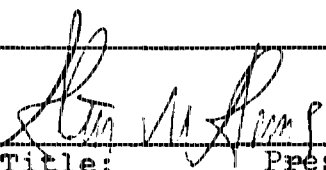
Company or Entity: ARDEN JEWELRY MANUFACTURING CO.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

ARDEN JEWELRY MANUFACTURING CO.

---

By:  Steven M. Abrams  
Title: President  
Address: 10 Industrial Lane, Johnston, RI 02919  
Telephone Number: (401) 274-9800

Date: 4/30/91

**SETTLING PARTY**

Company or Entity: Ark-Les Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Ark-Les Corporation

---

*Peter A. Pignone*  
By: Peter A. Pignone  
Title: Vice President, Technical Services  
Address: 51 Water St., Watertown, MA 02172  
Telephone Number: (617)924-2330

Date: 5/2/91

**SETTLING PARTY**

Company or Entity: Artfaire Company Inc./CPS Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Artfaire Company Inc.

---

By: \_\_\_\_\_

*Jyle H. Richter*  
Title: ~~Assistant~~ Secretary  
Address: Fox Valley Corporation  
Telephone Number: 600 South Vulcan  
P. O. Box 727  
Appleton, WI 54912  
(414) 739-8982

Date: May 6, 1991

SETTLING PARTY

Company or Entity: Amwood Machine Corp  
121 High St, Ipswich, Mass.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: John White, VP  
Title: VP  
Address: AME-121 High St. Ipswich, MA  
Telephone Number: 508-356-0126

Date: 5/2/91

SETTLING PARTY

Company or Entity: Ascutney Metal Products Inc.  
ASCUTNEY METAL PRODUCTS, INC. DEPOT AVE, WINDSOR, VT. 05089

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_

By: M. H. Mushlin MILES H. MUSHLIN  
Title: Pres.  
Address: ASCUTNEY METAL PRODUCTS INC DEPOT AVE WINDSOR, VT  
Telephone Number: 802 674 6721

Date: 5/14/91

SETTLING PARTY

Company or Entity: Astro Wier Cable Co.  
50 Gardner St Womata Mass 01610

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Bernard L Penultin Tres  
Astro Wier Cable Co  
50 Gardner St Womata Mass 01610

By: \_\_\_\_\_  
Title:  
Address:  
Telephone Number: 508 831 0637

Date: May 20 1991

SETTLING PARTY

Company or Entity: Audio Accessories, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Audio Accessories, Inc.

---

By: Marion Hall -  
Title: President  
Address: Mill Street - Marlboro, MA 03452  
Telephone Number: 603/446-3335

Date: 5/3/91



**SETTLING PARTY**

Company or Entity: AUTOWIZE

(a Unit of ITT Corporation)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_

By: James M. LeGravel  
Title: Assistant Secretary, ITT Corporation  
Address: 55 Merrimack Street, Lawrence, MA 01843  
Telephone Number: (508) 688-1883

Date: May 6, 1991

**SETTLING PARTY**

Company or Entity: BIF, a unit of General Signal

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

BIF, a unit of General Signal

---

By: *Julia S. Friedman*

Title: Senior Vice President

Address: High Ridge Park, Stamford, CT 06904

Telephone Number: (203) 357-8800

Date: May 13, 1991

SETTLING PARTY

Company or Entity: BAKER COMPANY, INC., THE

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

DENNIS EAGLESEN

---

By:



---

Title: PRESIDENT

Address: SANFORD AIRPORT ROAD SANFORD ME

Telephone Number: 207-324-8723

Date: 5/8/91

SETTLING PARTY

Company or Entity: Lloyd G. Balfour Trust

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

New Bank of New England, Trustee Under the Will of

Lloyd G. Balfour.

By: John M. Dolen

New Bank of New England, Trustee Under the Will of

Lloyd G. Balfour

Title: Vice President

Address: 28 State Street, Boston MA 02109

Telephone: (617) 573-6415

Date: May 13, 1991

**SETTLING PARTY**

Company or Entity: Ball and Socket Plastics Company  
(Balso Liquidating Trust)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Ball and Socket Plastics Company  
(Balso Liquidating Trust)

By: Richard D Stapleton, Trustee  
Title: Trustee--Balso Liquidating Trust  
Address: c/o Lane Construction Company, 965 East Main Street,  
Telephone Number: (203) 235-3351 Meriden, CT 06450

Date: May 24, 1991

SETTLING PARTY

Company or Entity: Boston Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: David L. Lecker  
Title: U. P. Eng.  
Address: 49 High St. Newport ME 04953  
Telephone Number: 207-368-4358

Date: 5/17/91

**SETTLING PARTY**

Company or Entity: 178 Barry Controls Div.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Barry Controls Div. of Applied Power Inc.

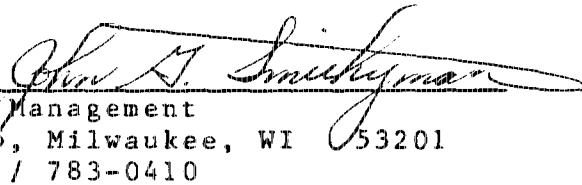
---

By: John G. Smithyman

Title: Director, Risk Management

Address: P. O. Box 325, Milwaukee, WI 53201

Telephone Number: 414 / 783-0410



Date: May 13, 1991

**SETTLING PARTY**

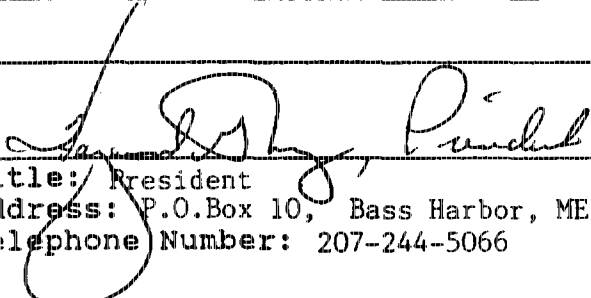
Company or Entity: BASS HARBOR MARINE

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

BASS HARBOR MARINE

---

By:   
Title: President  
Address: P.O.Box 10, Bass Harbor, ME. 04653-0010  
Telephone Number: 207-244-5066

Date: April 30, 1991



SETTLING PARTY

Company or Entity: BECTON DICKINSON  
AND COMPANY

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

BECTON - DICKINSON DIVISION

By: Bruce J. Hector

Title: SENIOR ATTORNEY

Address: BECTON DICKINSON + COMPANY, 1 BECTON DRIVE, FRANKLIN LAKE, NJ

Telephone Number: (201) 848-7107

07417

Date: 5/5/91

**SETTLING PARTY**

Company or Entity: \_\_\_\_\_  
Biddetord Industries (GWNCO)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Biddetord Industries (GWNCO)

By: Scott E. Davis Scott E Davis  
Title: Chief Financial Officer  
Address: 4900 Franklin Ave. Cincinnati, Ohio 45212  
Telephone Number: 513-731-2700

Date: 5/20/91

SETTLING PARTY

Company or Entity: BORDUAS GRAPHICS,

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: R. Mark Borduas  
Title:  
Address:  
Telephone Number:

Date: 5-6-91

**SETTLING PARTY**

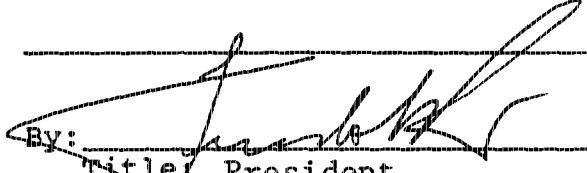
Company or Entity: Bottoms U.S.A., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Bottoms U.S.A., Inc.

---

By:  \_\_\_\_\_  
Title: President  
Address: P.O. Box 1238, Auburn, Maine 04211  
Telephone Number: (207) 786-2981

Date: 5/16/91

**SETTLING PARTY**

Company or Entity: A.A. Brunell Electroplating Corp.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

A.A. Brunell Electroplating Corp.

---

By: *Matthew Brunell* President  
Title: President  
Address: 41 Sutton Lane Worcester, MA 01603  
Telephone Number: (508) 752-7595

Date: 04/29/91

**SETTLING PARTY**

Company or Entity: Ampad Incorporated

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Gregory W. Burchett

---

By: *Gregory Burchett*  
Title: Controller/Treasurer  
Address: 330 Whitney Avenue, P.O. Box 1250, Holyoke, MA 01041  
Telephone Number: (413) 534-9372

Date: May 16, 1991

**SETTLING PARTY**

Company or Entity: Bryant Grinder Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Textron Inc.

---

By: 

Title: Senior Vice President and Secretary

Address: Textron Inc., 40 Westminister Street, Providence, R.I. 02903

Telephone Number: (401) 421-2800

Date: May 14, 1991

SETTLING PARTY

Company or Entity: Bull Metal Products

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

By: Alexander Bull  
Title: SECT  
Address: 70 Box 738 Middletown CT 06457  
Telephone Number: 203 346 9691

Date: 4-29-91



**SETTLING PARTY**

Company or Entity: BURNDY CORPORATION

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

BURNDY CORPORATION

---

By: 

Title: Vice President, Counsel  
Address: Richards Avenue, Norwalk, CT 06856  
Telephone Number: (203)852-8746

Date: May 10, 1991

**SETTLING PARTY**

Company or Entity: Control Techniques, Inc.

(Burton Industries, Inc.)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Norman C. Simmonds

By: 

Title: President

Address: 535 Prospect Street, Pawtucket, R.I. 02860

Telephone Number: (401) 728-9650

Date: 05/02/91

SETTLING PARTY

Company or Entity: Camden Tanning Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:



---

By: Thomas H. Armbricht

Title: Vice President

Address: P.O. Box C, Camden, Maine 04843

Telephone Number: (207) 236-3394

Date: 5/2/91

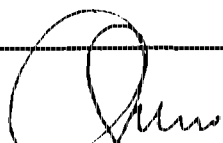
**SETTLING PARTY**

Company or Entity: CARLETON WOOLEN MILLS, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

By:  Arthur M. Spiro  
Title: Chairman of the Board, President, CEO  
Address: 51 Main Street, Winthrop Me. 04364  
Telephone Number: (207)377-2291  
(212)391-2555

Date: May 16, 1991

MAIL TO: (Return Receipt Requested)

Randy Smith  
American Environmental Consultants  
30 Purgatory Road, P.O. Box 310  
Mount Vernon, NH 03057-0310

cc: Nicholas M. Lanzilotta, Esq.- Hiscock & Barclay  
Mr. A.M. Spiro  
Mr. R.R. Polduc

**SETTLING PARTY**


Company or Entity: Carr Company (TRW Inc.)

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By:   
Title: Assistant Secretary  
Address: 1900 Richmond Road, Cleveland, Ohio 44124  
Telephone Number: (216) 291-7477

Date: May 6, 1991

**SETTLING PARTY**

Company or Entity: \_\_\_\_\_

\_\_\_\_\_  
Central Coating Company

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_  
By: Frederick Beauregard

Title: President

Address: 165 Shrewsbury Street, W. Boylston, MA

Telephone Number:

Date: 5/15/91

**SETTLING PARTY**


Company or Entity: Charles D. Burnes Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Charles D. Burnes Co., Inc.

---

By:  (James A. Geraghty)  
Title: E. V.P. (Executive Vice President)  
Address: 55B Providence Highway, Norwood, MA 02062  
Telephone Number: (617) 769-7775

Date: 4/23/91

SETTLING PARTY

Company or Entity: Chem-Clean Furniture Restoration (ALF)

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Chem-Clean (ALF)

By: Barry B. Clark  
Title: Journeyman  
Address: RR1 BOX 6 ALFRED, ME. 04002  
Telephone Number: 207-324-9670

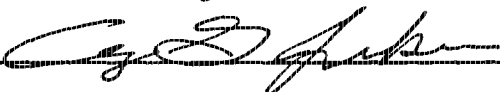
Date: 5-20-91



SETTLING PARTY

Company or Entity: CHEM CLEAN FURNITURE RESTORATION  
625 E GREEN ST, ALLENTOWN, PA 18103

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

  
\_\_\_\_\_

By: CRAIG G. JACOBS  
Title: OWNER  
Address: 625 E. GREEN ST, ALLENTOWN, PA 18103  
Telephone Number: 215-433-2774

Date: 7.29.91

SETTLING PARTY

Company or Entity: Chem Clean Furniture Restoration  
Scotch Plains

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_

By: Gregory P. Bessen, OWNER  
Title: OWNER  
Address: 505 Terrill Rd., Scotch Plains 07076  
Telephone Number: 201-322-4433

Date: MAY 7/91

SETTLING PARTY

Company or Entity: Chemical Pollution Control, Inc.

---

THE UNDERSIGNED PARTY(IES) enter<sup>s</sup> into this Consent  
Order relating to the Union Chemical Superfund Site:

Chemical Pollution Control, Inc.

---

By: 

Title: Secretary

Address: 120 South Fourth Street, Bay Shore N.Y. 11706

Telephone Number: 516-586-0333

Date: 5/21/91

SETTLING PARTY

Company or Entity: STANDARD FOUNDRY COMPANY

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

By: Robert F. Loutin PRESIDENT  
Title:  
Address: 25 SOUTHGATE ST WREX, MA 01610  
Telephone Number: 508-755-5281

Date: 5-14-91

**SETTLING PARTY**

Company or Entity: Church Seat Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Church Seat Company, now a division of

Bemis Manufacturing Company

By: *RABUS* (Richard A. Bemis)  
Title: President  
Address: 300 Mill Street  
Telephone Number: (414) 467-4621

Date: May 3, 1991

SETTLING PARTY

Company or Entity: CIANBRO CORPORATION

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

CIANBRO CORPORATION

By: *Curtis A. Fisher*

Title: Secretary and General Counsel  
Address: Hunnewell Square, Pittsfield, ME 04967  
Telephone Number: (207) 487-3311

Date: May 6, 1991

**SETTLING PARTY**

Company or Entity: \_\_\_\_\_

Listed as "Clark-Sawyer, Inc."

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

W. H. Sawyer Lumber Co., Inc.

George H. Clark & Co., Inc.

By: Frederic E. Churchill

Title: Former President

Address: c/o Robert D. Cox, Jr., Bowditch & Dewey, 311 Main Street

Telephone Number:

(508) 791-3511

Worcester MA 01608

Date: 05/16/91

**SETTLING PARTY**

Company or Entity: Clarostat Mfg. Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Clarostat Mfg. Co., Inc.

---

By: James C. Howe

Title: President

Address: 1 Washington Street, Dover, NH 03820-1507

Telephone Number: (603) 742-1120

Date: 5/7/91



SETTLING PARTY

Company or Entity: The Clinton Instrument Co.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: Wesley H. Clinton, President  
Title: President  
Address: 295 East Main St. Clinton Ct. 06413  
Telephone Number: (203) 669-7548

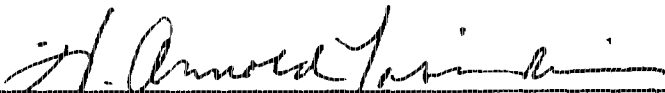
Date: May 7, 1991

**SETTLING PARTY**

Company or Entity: Colby College  
Waterville, ME 04901

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

W. Arnold Yasinski, Administrative Vice President

By:   
Title: Administrative Vice President  
Address: Eustis Administration Building  
Telephone Number: (207) 872-3204

Date: May 9, 1991

SETTLING PARTY

*Coll. Enterprises*  
DBA- *Coll. Express*  
Company or Entity: \_\_\_\_\_

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

COLES EXPRESS

By: *Robert T Deane, president*  
Title: *President*  
Address: *444 Perry St, Bangor ME 04401*  
Telephone Number: *207-942-7311*

Date: *5/14/91*

**SETTLING PARTY**

Company or Entity: Kittery Laundry, Inc. d/b/a  
Colonial Services

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Alltex Standard Uniform, Inc. d/b/a Alltex-Standard  
Uniform\*

By: *Alan D. Cobb, President*  
Title: Alan D. Cobb, Pres.  
Address: 324 Taylor Street, Manchester, NH 03103  
Telephone Number: (603) 625-9722

Date: May 15 1991

\*Alltex Standard Uniform, Inc. ("Alltex") purchased a significant portion of the assets of Kittery Laundry in 1985. Without admitting any liability for the acts or omissions of Kittery Laundry, Inc., Alltex hereby agrees to pay the de minimis settlement payment for Kittery Laundry shown in Appendix D to this Administrative Order as a transactional cost associated with its acquisition of assets from Kittery Laundry, Inc. Alltex expressly reserves all of its rights to contest any claim that it is liable for the obligations of Kittery Laundry, Inc.

**SETTLING PARTY**

Company or Entity: COLUMBIA DRY CLEANERS

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Edward Simonian for Columbia Dry Cleaners

---

By: *Edward Simonian*

Title: President

Address: 455 Pleasant Street, Worcester, MA 01609

Telephone Number: (508) 756-3503

Date: 5/14/91

**FAXED**  
5/14/91

SETTLING PARTY

Company or Entity: Columbia Mfg. Co.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

---

By: Richard J. Delaney  
Title: operations mgr.  
Address: 1 Cycle St., Westfield, Mass. 01085  
Telephone Number: (413) 562-3664

Date: 5/7/91

**SETTLING PARTY**

Company or Entity: Computrol (Kidde)

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:  
THORN Automated Systems, Inc.

---

By: 

Title: H. T. Swanson III - Vice President  
Address: 835 Sharon Drive - Westlake, OH 44145  
Telephone Number: 216/871-9900

Date: May 8, 1991

SETTLING PARTY

Company or Entity: Congress Technical Spray Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: \_\_\_\_\_

*Walter J. Vengren*

Title: President

Address: 401 Broadway Road, Dracut, MA 01826

Telephone Number: (508)452-2330

Fax: (508)452-2547

Date: 5-7-91

Enclosure: Letters



**SETTLING PARTY**

Company or Entity: Eaton Corporation / Consolidated  
Pressure Sensors Division

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: *John P. [Signature]*  
Title: General Manager  
Address: 15 Durant Avenue, Bethel, Connecticut 06801  
Telephone Number: (203)796-6247

Date: 5/17/91

*John Vincent Mattia*

SETTLING PARTY

Company or Entity: Continental Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Continental Corporation

---

By: 

Title: Its Attorney

Address: 95 Main St., P.O. Box 3200, Auburn, ME 04212

Telephone Number: (207) 784-3200

Date: May 16, 1991

SETTLING PARTY

Company or Entity: Conway Office Products, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Conway Office Products Inc.

---

By: JS Conway President  
Title: President  
Address: 110 Perimeter Rd. Nashua N.H. 03063  
Telephone Number: 603-889-1665

Date: 5/6/91

SETTLING PARTY

Company or Entity: COOLEY, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

By: Joseph J. Greene, VP Finance  
Title: Vice President/Finance  
Address: 50 Esten Avenue, P.O. Box 939, Pawtucket, RI 02860  
Telephone Number: 401-724-9000

Date: 5/20/91

FAX: 603-672-0004

Original by mail


SETTLING PARTY

Company or Entity: Microwave Techniques as successor  
to COOPERATIVE MICROWAVE

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Microwave Techniques, as successor to

COOPERATIVE MICROWAVE

By: , Paul A. Wescott  
Title: President  
Address: P.O. Box 330, Bridgton, ME 04009  
Telephone Number: (207) 647-3327

Date: 5/16/91

**SETTLING PARTY**

Company or Entity: CROSBY GROUP, INC.

THE UNDERSIGNED PARTY (IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: *Mark M. Metz*

Title: Vice President of Finance  
Address: 2801 Dawson Road, Tulsa, OK 74110  
Telephone Number: (918) 834-4611

Date: May 24, 1991

SETTLING PARTY

Company or Entity: CSB Corporation f/k/a  
Crownmark Corporation

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

CSB Corporation f/k/a Crownmark Corp.

By: Jeffrey D. Belli  
Title: Vice President, Treasurer  
Address: .  
Telephone Number:

Date: MAY 16, 1991

**SETTLING PARTY**

Company or Entity: Custom Coating and Laminating Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

Mr. Thomas Cussimanio

---

By: *Thomas J. Cussimanio*

Title: General Manager

Address: 717 Plantation Street, Worcester, MA 01605

Telephone Number: 508-852-3072

Date: 5/15/91



SETTLING PARTY

Company or Entity: Danforth Division of The Eastern Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

The Eastern Company

---

By: 

---

Donald E. Whitmore, Jr.

Title: Vice President, Treasurer & Secretary

Address: 112 Bridge Street, Naugatuck, CT 06770

Telephone Number: (203) 729-2255

Date: May 20, 1991

**SETTLING PARTY**

Company or Entity: Data General Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Data General Corporation

---

By: William F. Robinson, Jr.

Title: Assistant Secretary & Senior Attorney  
Address: 4400 Computer Dr., Westboro, MA 01580  
Telephone Number: 508/870-7763

Date: May 15, 1991

SETTLING PARTY

Company or Entity: DATA PRODUCTS NEW ENGLAND, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: William Ding  
Title: Vice-President  
Address: 50 BARNES PARK NORTH, WALLINGFORD, CT. 06492  
Telephone Number: (203) - 265 - 7151

Date: 5/2/91

**SETTLING PARTY**

Company or Entity: Datel, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: *Leif D. Jacobsen* Leif D. Jacobsen

Title: Vice President of Operations  
Address: 11 Cabot Blvd., Mansfield, MA 02048  
Telephone Number: (508) 339-3000

Date: 5/2/91

**SETTLING PARTY**

Company or Entity: Davol, Inc.

100 Sockanossett Crossroad Cranston, Rhode Island 02920

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Davol, Inc.

By: 

Title: President

Address: 100 Sockanossett Crossroad Cranston, Rhode Island 02920

Telephone Number: (401) 463-7000

Date: May 13, 1991

**SETTLING PARTY**

Company or Entity: \_\_\_\_\_

ITW Devcon Corporation \_\_\_\_\_

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

ITW Devcon Corporation \_\_\_\_\_

By: Donald Moore  
Title: Technical Director  
Address: 30 Endicott Street Danvers, MA 01923  
Telephone Number: (508) 777-1100

Date: MAY 1, 1991

SETTLING PARTY

Company or Entity: DEXTER SHOE COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

MR. PETER LINDER-DEXTER SHOE COMPANY

---

By: 

Title: PRESIDENT

Address: RAILROAD AVENUE, DEXTER, ME. 04930

Telephone Number: (207)924-7341

Date: MAY3, 1991

SETTLING PARTY

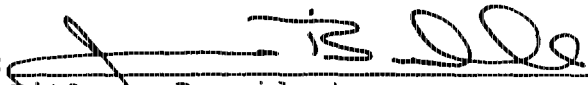
Company or Entity: Dielectric Communications

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Dielectric Communications

---

By:   
Title: President  
Address: Tower Hill Road, Raymond, ME 04071  
Telephone Number: 207-655-4555

Date: May 14, 1991



**SETTLING PARTY**

Company or Entity: DIENES & NEUENKAMP

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: KEN JAILLET

*K. Jaillet*  
Title: VICE PRESIDENT

Address: SPENCER CORPORATE PARK, SPENCER, MA 01562-2498

Telephone Number: 508-885-6301

Date: May 6, 1991

**SETTLING PARTY**

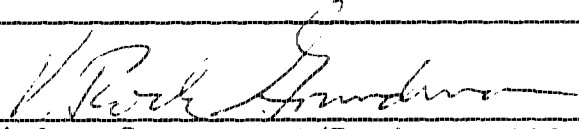
Company or Entity: Dresser Industries, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Dresser Industries, Inc. (Instrument Division)

---

By:  V. Rock Grundman

Title: Government/Business Affairs Counsel

Address: P.O. Box 718, Dallas, Texas 75221-0718

Telephone Number: (214) 740-6898

Date: May 1, 1991

**SETTLING PARTY**

Company or Entity: EDLUND COMPANY, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Stephen P. Foster

---

By: 

Title: Vice President & Treasurer

Address: P. O. Box 929, Burlington, VT 05402

Telephone Number: (802) 862-9661

Date: 4-30-91

SETTLING PARTY

Company or Entity: EDWARDS COMPANY, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

EDWARDS COMPANY, INC.

By: 

Title: VICE PRESIDENT - U.S. OPERATIONS  
Address: 5 NORTH MAIN ST., PITTSFIELD, ME  
Telephone Number: 207-487-3104

Date: 5/13/91

**BETTLING PARTY**

Company or Entity: Electrix Inc

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: Catherine J. Esposito

Title: Office Manager  
Address: 45 Spring St, New Haven, CT 06519  
Telephone Number: 203/776-5577

Date: 5/17/91

SETTLING PARTY

Company or Entity: \_\_\_\_\_

\_\_\_\_\_  
Electro-Films, Inc.

THE UNDERSIGNED PARTY (IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
Electro-Films, Inc.

\_\_\_\_\_  
*Jean D. Madden, Jr.*  
By: \_\_\_\_\_  
Jean D. Madden, Jr.

Title: President

Address: 111 Gilbane Street, Warwick, RI 02886

Telephone Number: 401-738-9100

Date: 5/7/91

**SETTLING PARTY**

Company or Entity: ELECTRONICS CORPORATION OF AMERICA

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

ELECTRONICS CORPORATION OF AMERICA

---

By: 

Title: J. R. Stocker, Vice President & Assoc. Gen'l Counsel  
Address: Rockwell International Corporation, 2230 E. Imperial  
Telephone Number: Hwy., El Segundo, Ca 90245  
(213)647-5343

Date: May 13, 1991

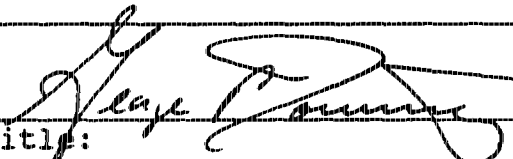
SETTLING PARTY

Company or Entity: ELEKTRISOLA, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

By:  VP, Operations MGR  
Title: VP, Operations MGR  
Address: 126 High Str.  
Telephone Number: BOSCAWEN, N.H. 03303  
603-796-2114

Date: 5-6-91



SETTLING PARTY

Company or Entity: Elmers Pipe, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Elmer Neil Crossley, President

---

By: 

Title: President

Address: Old Hotel Rd. PO Box 3150 Auburn, Maine 04210

Telephone Number: (207) 782-6100

Date: May 15, 1991

Agreement to this consent order along with payment of  
designated portion of clean up costs will release Elmers Pipe  
Inc. of any and all liabilities in this action.

**SETTLING PARTY**

Company or Entity: EPA NAMED PRPs: EMHART METAL PRODUCTS  
DIVISION AND USM CORP. - BAILEY DIVISION

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

EMHART INDUSTRIES, INC.

By: *Charles E. Fenton* CHARLES E. FENTON

Title: Vice President  
Address: 701 East Joppa Road, Towson, MD 21204  
Telephone Number: 301-583-3208

Date: May 17, 1991

**SETTLING PARTY**

Company or Entity: The Ensign-Bickford Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

The Ensign-Bickford Company

---

By: 

Title: Michael T. Long, Secretary  
Address: 660 Hopmeadow Street  
Telephone Number: 203-843-2843

Date: 5-7-91

**SETTLING PARTY**

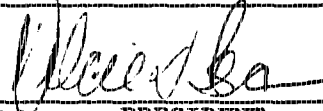
Company or Entity: for ENVIRONMENTAL SYSTEMS CORP.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

D. D. BEAN & SONS CO.

P. O. BOX 348, JAFFREY, N.H. 03452

By:  Delcie D. Bean  
Title: PRESIDENT  
Address: P.O. BOX 348, JAFFREY, N.H. 03452  
Telephone Number: 603 532 8311

Date: MAY 1, 1991

SETTLING PARTY

Company or Entity: ERVING PAPER MILLS

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:  
Erving Paper Mills

---

---

By: *Raymond J. Smith*  
Title: Nice President  
Address: P. O. Box 38, Erving MA 01344  
Telephone Number: (508) 544-2711

Date: 5/20/91

**SETTLING PARTY**

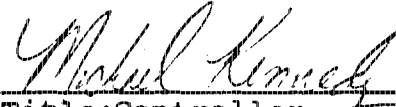
Company or Entity: Esten Machine

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Lucas Epsco Inc.

---

By:  Michael Kennedy  
Title: Controller  
Address: 99 South St. Hopkinton, MA 01748  
Telephone Number: (508) 435-2400

Date: May 20, 1991

**SETTLING PARTY**

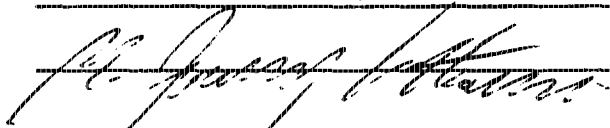
Company or Entity: ETHAN ALLEN INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

ETHAN ALLEN INC.

---



By: M. FAROOQ KATHWARI

Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

Address: ETHAN ALLEN DRIVE, DANBURY, CT 06811

Telephone Number: (203)743-8438

Date: 5/7/91

**SETTLING PARTY**

Company or Entity: FAIRCHILD SEMICONDUCTOR CORPORATION

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: Charles Robert Bostis

Title: Its Representative

Address: 441 N. Whisman Road, Bldg. 23, Mountain View, CA 94043

Telephone Number: (415) 960-0822

Date: 5/15/91



SETTLING PARTY

Company or Entity: Fiberglass Products Incorporated

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Fiberglass Products Incorporated

---

By: *Ly Dondis*

Title: Its Attorney

Address: 95 Main St., P.O. Box 3200, Auburn, ME 042120

Telephone Number: (207) 784-3200

Date: May 16, 1991

SETTLING PARTY

Company or Entity: FMC Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

FMC Corporation

---

By: *CKeill*

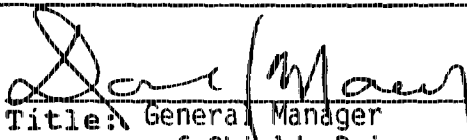
Title: Conrad A. Keil, Manufacturing Director  
Address: 1735 Market Street, Philadelphia, PA 19103  
Telephone Number: 215-299-6878

Date: 5/16/91

**SETTLING PARTY**

Company or Entity: Fothergill Composites Inc  
(now known as Courtaulds Structural Composites Inc)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By:  Daniel J. Maneely  
Title: General Manager  
Address: 6 Shields Drive  
Telephone Number: (802) 442-9964

Date: May 9, 1991

OK  
ARF

**SETTLING PARTY**

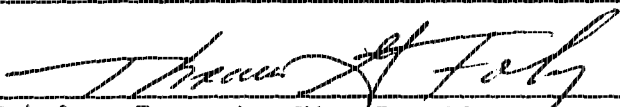
Company or Entity: The Foxboro Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

The Foxboro Company

---

By:  Thomas G. Foley  
Title: Executive Vice President, Treasurer & CFO  
Address: 33 Commercial Street, Foxboro, MA 02035  
Telephone Number: (508) 543-8750


Date: May 15, 1991

SETTLING PARTY

Company or Entity: Franklin Electro Plating Co., Inc.,  
519 Central Avenue, Dover, New Hampshire 03820

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Franklin Electro Plating Co., Inc.

By:   
Title: President - John Cabral  
Address: 519 Central Avenue, Dover, New Hampshire 03820  
Telephone Number: (603) 742-6357

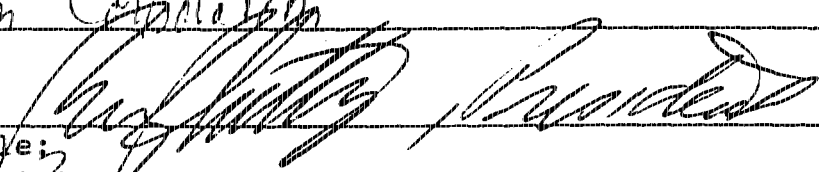
Date: 5-17-91

SETTLING PARTY

Company or Entity: \_\_\_\_\_

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

From Compton

By:   
Title:  
Address:  
Telephone Number:

Date: \_\_\_\_\_

**SETTLING PARTY**

Company or Entity: GenCorp Inc., f/k/a General Tire

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

GenCorp Inc.

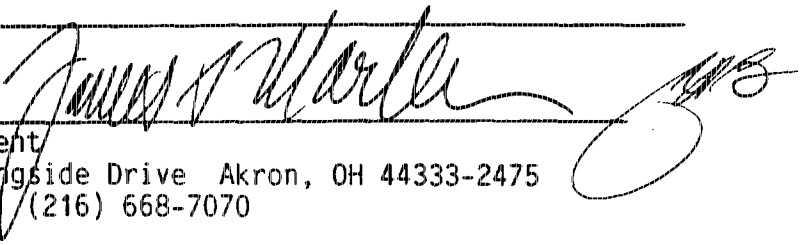
---

By: James S. Marlen

Title: Vice President

Address: 350 Springside Drive Akron, OH 44333-2475

Telephone Number: (216) 668-7070

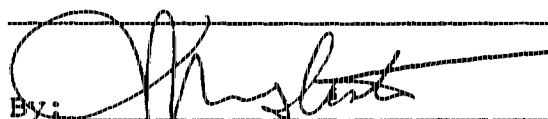


Date: 5-9-91

**SETTLING PARTY**

Company or Entity: GLOBAL SPECIALTIES INCORPORATED DBA:  
INTERPLEX ELECTRONICS, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:



By: \_\_\_\_\_

MARIO G. CESTE

Title: PRESIDENT

Address: 70 FULTON TERRACE NEW HAVEN, CT 06512

Telephone Number: (203) 624-3103

Date: MAY 8, 1991



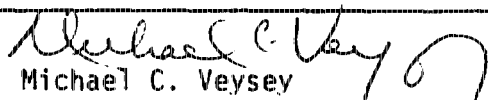
**SETTLING PARTY**

Company or Entity: Gould Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

By:   
Michael C. Veysey  
Title: Vice President, Secretary and General Counsel  
Address: Gould Inc., 35129 Curtis Blvd., Eastlake, OH. 44095-4001  
Telephone Number: (216) 953-5170

Date: May 21, 1991

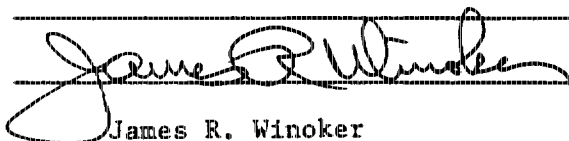
**SETTLING PARTY**

Company or Entity: B. B. Greenberg Co.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---



---

James R. Winoker

By: \_\_\_\_\_

Title: President

Address: 333 West River Street, Providence, RI 02904

Telephone Number: (401) 272 6100

Date: April 30, 1991

SETTLING PARTY

Company or Entity: Guliet Fale Co. of America Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

De Minimis Settlement Offer for the Union Chemical Company Superfund Site, South Hope, Maine

By: B. Tassman  
Title: V.P.  
Address: 750 Washington Ave. Carlisle NJ 07002  
Telephone Number: 201-939-6700

Date: 5/22/91

**SETTLING PARTY**

Company or Entity: M. Grumbacher Inc

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: P. S. Strall  
Title: CEO President/Member of Business Organizations  
Address: 30 Engelhard Drive, Cranbury, N. J. 08512  
Telephone Number: 609-655-8282

Date: 5-6-91

**SETTLING PARTY**


Company or Entity: GTE Products Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

GTE Products Corporation

---

By:   
Title: VICE PRESIDENT AND GENERAL MANAGER  
Address: HAWES STREET., TOWANDA, PA 18848  
Telephone Number: 717-265-2121

Date: May 14, 1991

**SETTLING PARTY**

Company or Entity: Guardian

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Cooper Industries, Inc. on behalf of Guardian

---

Carl J. Plesnicher, Jr.

By: Carl J. Plesnicher, Jr.

Title: VP. Employee Relations and Environmental Affairs  
Address: 1001 Fannin, Suite 4000, Houston, Texas 77002  
Telephone Number: 713-739-5409

Date: 5/16/91

**SETTLING PARTY**

Company or Entity: HADCO Corporation, formerly Hadco Printed  
Circuits Inc

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

*Pat Sweeney*  
By: Patrick Sweeney *PS*  
Title: Chief Operating Officer  
Address: 12B Manor Parkway, Salem, NH 03079  
Telephone Number: 603/898-8000

Date: May 10, 1991

SETTLING PARTY

Company or Entity: HALLOWELL SHOE COMPANY

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Hallowell Shoe Company

By: *Paul Kiselevich*

Title: President  
Address: P.O. Box 756, Webster, Mass. 01570  
Telephone Number: (508) 943-0083

Date: May 1, 1991



**SETTLING PARTY**

Company or Entity: Polar Chemicals Division, Hamblet & Hayes Co., (subsidiary of Van Waters & Rogers Inc.)

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Polar Chemicals Division, Hamblet & Hayes Co., (subsidiary of Van Waters & Rogers Inc.) (Total Settlement Sum: \$4,261.82).

By: 

Title SENIOR CORPORATE COUNSEL, ENVIRONMENTAL

Address: 1600 Norton Bldg., 801 Second Avenue  
Seattle, WA 98115

Telephone Number: (206) 447-5911

Date: May 16, 1991

SETTLING PARTY

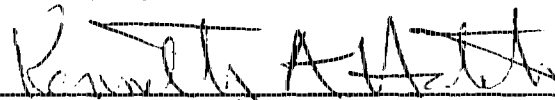
Company or Entity: SAMUEL P. HARRIS, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

SAMUEL P. HARRIS, INC.

---

By: 

Title: President

Address: P.O. Box B, East Providence, RI 02916

Telephone Number: (401) 438-4020

Date: 5/6/91

**SETTLING PARTY**

Company or Entity: HEBRON ACADEMY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

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---

By: W. Cotton Damon JR  
Title: Business Manager  
Address: P.O. Box 309, Hebron, ME 04238  
Telephone Number: (207) 966-2100

Date: May 1, 1991

**SETTLING PARTY**

Company or Entity: HERMAN SHOE CO. (Joseph M. Herman  
Shoe Company, Inc.)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

HERMAN SHOE CO. (Joseph M. Herman Shoe Company, Inc.)

By: 

Title: Treasurer

Address: 5 Cambridge Center, Cambridge, MA 02142

Telephone Number: (617) 491-8800

Date: May 7, 1991

SETTLING PARTY

Company or Entity: Llewellyn Auto Body

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

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---

By: Michael J. Hawes  
Title: Owner  
Address: P.O. Box 613 YARMOUTH, ME,  
Telephone Number: 207 846-3113

Date: 5/24/91

SETTLING PARTY

Company or Entity: H-I-G COMPANY, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

H-I-G COMPANY, INC.

By: *J. Mulhoney*  
Title: VICE PRESIDENT, NYTRONICS, INC.  
Address: NYTRONICS, INC, LAMBS ROAD, PITMAN NJ, 08071  
Telephone Number: 609-589-7500 (EXT 2206)

Date: MAY 17, 1991.

COPY FAXED 5/17/91.

**SETTLING PARTY**

Company or Entity: Hill-Loma, Inc. d/b/a Hill Acme Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Hill-Loma, Inc.

---

By: 

Title: David L. Goldman, President  
Address: 100 Federal Street, 25th Floor, Boston, MA 02110  
Telephone Number: (617) 338-1200

Date: May 8 , 1991

**SETTLING PARTY**

Company or Entity: Henry R. Hinckley & Company

Shore Road, Southwest Harbor, Maine 04679

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

South Hope, Maine

By: *Robert K. Haul Jr*

Title: Chief Operating Officer

Address: Shore Road, Southwest Harbor, Maine 04679

Telephone Number: (207) 244-5531

Date: May 7, 1991



**SETTLING PARTY**

Company or Entity: Hobson & Motzer Inc.  
30 Air Line Drive, Durham, CT 06422

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By:  \_\_\_\_\_  
Donald F. Zak

Title: Assistant Secretary

Address: 30 Air Line Drive, Durham, CT 06422

Telephone Number: 203 - 349-1756

Date: 5/3/91

**SETTLING PARTY**

Company or Entity: Holyoke Card and Paper Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

Holyoke Card and Paper Company

---

BY: Frederic W. Fuller, III

By: 

Title: President

Address: 95 Fisk Avenue, Springfield, MA 01107

Telephone Number: (413)732-2107

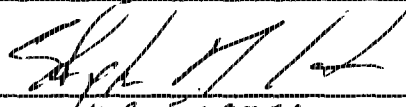
Date: May 14, 1991

SETTLING PARTY

Company or Entity: Independent Cable, Inc.  
Independent Cable, Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Independent Cable, Inc.

By:  (Stephen M. Cote)  
Title: VP Finance  
Address: 93 Broad St Hudson Sta 01749  
Telephone Number: (508) 562-9913

Date: 5/7/91

**SETTLING PARTY**

Company or Entity: Indiana Screw Machine Products, Inc.

383 Shrewsbury Street P.O. Box 612 Worcester, MA 01613-0612

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_

By: Ronald B. Paris

Title: President

Address: 383 Shrewsbury St. Worcester, MA

Telephone Number: (508) 752-7561

Date: May 10, 1991

**SETTLING PARTY**

Company or Entity: Interconics

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

BMC Industries, Inc.

Two Appletree Square  
Suite 400, Minneapolis, MN 55425

By: *Michael P. Janis*  
Title: Corporate Controller  
Address: Two Appletree Square, Suite 400, Minneapolis, MN 55425  
Telephone Number: 612/851-6000

Date: 5/14/91

**SETTLING PARTY**

Company or Entity: Interstate Uniform Services

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

UniFirst Corporation

---

By: 

Title:

Address:

Telephone Number:

Date: 5/3/91

**SETTLING PARTY**

Company or Entity: Ionics, Incorporated

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

Ionics, Incorporated

---

By: *Stephen Korn* STEPHEN KORN  
Title: Vice President and General Counsel  
Address: 65 Grove Street, Watertown, MA 02172  
Telephone Number: (617) 926-2500

Date: May 3, 1991

**SETTLING PARTY**

Company or Entity: ITT Vulcan Electric (a Division of ITT Corporation)

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: James M. Leonard

Title: Assistant Secretary, ITT Corporation

Address: 55 Merrimack Street, Lawrence, Massachusetts 01843

Telephone Number: (508) 688-1883

Date: May 6, 1991



**SETTLING PARTY**

Company or Entity: James River-Otis (James River Paper Company,  
Inc., James River Corporation of Virginia)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

James River-Otis (James River Paper Company, Inc., James River  
Corporation of Virginia)

By: 

Title: Senior Vice President, Technology

Address: 120 Tredegar Street, Richmond, VA 23219

Telephone Number: 804-644-5411

Date: May 17, 1991

SETTLING PARTY

Company or Entity: C.F. JAMESON & CO., INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

By: BENJAMIN J. JAMESON  
Title: PRESIDENT  
Address: 72 SO. KIMBALL STREET BOX 197 BRADFORD, MA 01835  
Telephone Number: 508-374-4731

Date: 5/9/91

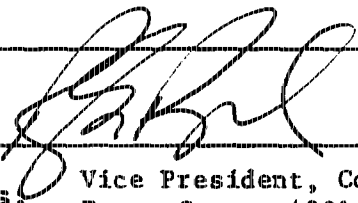
SETTLING PARTY

JBT

Company or Entity: EATON CORP 4201 N 27TH ST  
MILWAUKEE, WIS 53216

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_

By:   
Title: Vice President, Commercial & Military Controls Operations  
Address: Eaton Corp., 4201 N. 27th St., Milwaukee, WI 53216  
Telephone Number: 414/449-6124

Date: 5/13/91

SETTLING PARTY

Company or Entity: KALLOCH FUEL SERVICE

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

KALLOCH FUEL SERVICE

---

By: Phillip D. Buckley

Title: PHILLIP D. BUCKLEY, COUNSEL FOR KALLOCH FUEL SERVICE  
Address: RUDMAN & WINCHELL, 84 HARLOW ST., BANGOR ME 04401  
Telephone Number: (207) 947-4501

Date: May 15, 1991

SETTLING PARTY

Company or Entity: Town of Kennebunk

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Town of Kennebunk, Maine

---

By: Robert A. Est 1 Summer Street  
Title: Kennebunk, ME 04043  
Address: 985-2102  
Telephone Number:

Date: 4/30/91

SETTLING PARTY

Company or Entity: Kenway Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Kenway Corporation

---

By: Lester N. Price  
Title: Sec/Treas  
Address: South Liberty Road, Palermo, ME 04254  
Telephone Number: (207) 993-2311

Date: July 7 1991

**SETTLING PARTY**

Company or Entity: Kingfield Wood Products

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

William R. Keoskie

---

By: *William R. Keoskie*

Title: President

Address: P.O. Box 287, Off Depot St., Kingfield, ME 04947

Telephone Number: 207-265-2151

Date: 5-6-91

**SETTLING PARTY**

Company or Entity: Kittery Laundry, Inc. d/b/a  
Colonial Services

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:  
Alltex Standard Uniform, Inc. d/b/a Alltex-Standard  
Uniform \*

By: *Alan D. Cobb*  
Title: Alan D. Cobb, President  
Address: 324 Taylor Street, Manchester, NH 03103  
Telephone Number: (603) 625-9722

Date: May 14 1991

\*Alltex Standard Uniform, Inc. ("Alltex") purchased a significant portion of the assets of Kittery Laundry in 1985. Without admitting any liability for the acts or omissions of Kittery Laundry, Inc., Alltex hereby agrees to pay the de minimis settlement payment for Kittery Laundry shown in Appendix D to this Administrative Order as a transactional cost associated with its acquisition of assets from Kittery Laundry, Inc. Alltex expressly reserves all of its rights to contest any claim that it is liable for the obligations of Kittery Laundry, Inc.



SETTLING PARTY

Company or Entity: Knox Semiconductor, Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Knox Semiconductor, Inc.

P. O. Box 609, Rockport, Maine 04856

By: John W. Morey

Title: President  
Address: P.O. Box 609  
Telephone Number: 207-236-6076

Date: 5/1/91

SETTLING PARTY

Company or Entity: Knox Woolen Company  
(now Mount Vernon Mills, Inc.)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Mount Vernon Mills

By: E. J. Cochran  
Title: Secretary and General Counsel  
Address: P. O. Box 3478, Greenville SC 29602-3478  
Telephone Number: (803) 233-4151

Date: May 3, 1991

SETTLING PARTY

Company or Entity: L & A Heel Corp

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

L & A Heel Corp

119 Chestnut St Lewiston Me 04240

By Raymond Rinal President

Title:  
Address: 119 Chestnut St Lewiston Me 04240  
Telephone Number: 207 7829562

Date: 5/16/91

SETTLING PARTY

Company or Entity: Lamson & Goodnow Mfg. Co.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: *J. Ross Anderson*  
Title: President  
Address: 45 Conway St., Shelburne Falls, MA 01370  
Telephone Number: (413) 625-6331

Date: 5-10-91

SETTLING PARTY

Company or Entity: A.C. LAWRENCE LEATHER CO., INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

By: 

---

Title: PRESIDENT

Address: P.O. BOX 2-S DANVERS MA 01923

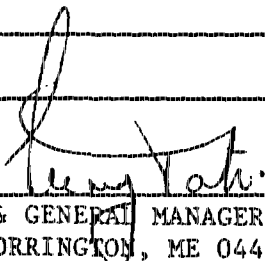
Telephone Number: 508-774-2400

Date: May 14, 1991

**SETTLING PARTY**

Company or Entity: LCP - MAINE, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: HENRY TATE   
Title: VICE PRESIDENT & GENERAL MANAGER  
Address: P.O. BOX 149, ORRINGTON, ME 04474  
Telephone Number: (207) 825-3341

Date: 5/2/91

**SETTLING PARTY**

Company or Entity: LEEN COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

LEEN COMPANY

---

By:

*Phillip D. Buckley*

Title: PHILLIP D. BUCKLEY, COUNSEL FOR LEEN COMPANY  
Address: RUDMAN & WINCHELL, 84 HARLOW STREET, BANGOR, ME 04401  
Telephone Number: (207) 947-4501

Date: May 15, 1991

SETTLING PARTY

Company or Entity: Levin Plating Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: Leonard Levin  
Title: President  
Address: 560 Mineral Spring Avenue, Pawtucket, RI  
Telephone Number: 401 724-4550

Date: May 2, 1991



**SETTLING PARTY**

Company or Entity: Mark Levinson Audio Systems, Ltd.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Mark Levinson Audio Systems, Ltd., by Edward A.

Zelinsky

---

By: 

Title: counsel

Address: 1366 Grasso Blvd., New Haven, CT 06511

Telephone Number: 203-787-4991

Date: May 20, 1991

SETTLING PARTY

Company or Entity: W.S. Lisle Co

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

W.S. Lisle Co

---

By: James D Bell  
Title: VP Finance  
Address: 1 Mill Street, Lewiston, Me 04240  
Telephone Number: (207) 582-2761, (207) 784-6961

Date: 5-21-91

**SETTLING PARTY**

Company or Entity: Liberty Research Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

We agree to enter into this consent order relating

---

to the Union Chemical Superfund Site.

---

By: Derrick Perkins, Jr.

Title: General Manager

Address: Essex Park Road, Essex, Mass. 01929

Telephone Number: (508)-768-7180

Date: 5-6-91

*Derrick Perkins Jr.*

**SETTLING PARTY**

Company or Entity: \_\_\_\_\_

ROGERS LUNT & BOWLEN CO., d/b/a LUNT SILVERSMITHS

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

ROGERS, LUNT & BOWLEN CO., d/b/a LUNT SILVERSMITHS

By: \_\_\_\_\_

  
Title: President

Address: 298 Federal St., P.O. Box 593, Greenfield, MA 01302

Telephone Number: 413-774-2774


Date: May 9, 1991

**SETTLING PARTY**

Company or Entity: Madico, Incorporated (listed PRP);  
Keyes Fibre Company (Group member)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Keyes Fibre Company (on behalf of Madico, Incorporated)

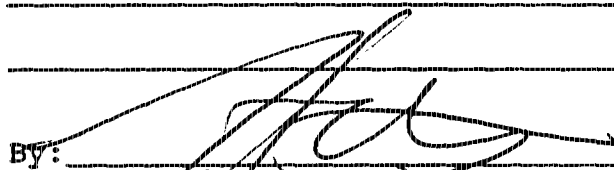
By:   
Title: Assistant Secretary  
Address: Upper College Avenue, Waterville, ME 04901  
Telephone Number: (207) 873-3351

Date: May 3, 1991

SETTLING PARTY

Company or Entity: MADISON/WIL TEC INSUL  
WIRE

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_  
BY: 

Title: CHAIRMAN  
Address: 125 GODDARD MEMORIAL DR WORCESTER, MA 01603  
Telephone Number: 1-508-752-7320

Date: 5/1/91

**SETTLING PARTY**

Company or Entity: MAINE ELECTRONICS, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

MAINE ELECTRONICS, INC.

---

By: 

Title: J. R. Stocker, Vice President & Assoc. Gen'l Counsel  
Address: Rockwell International Corp. 2230 E. Imperial Hwy.,  
Telephone Number: El Segundo, CA 90245  
(213)647-5343

Date: May 13, 1991

**SETTLING PARTY**

Company or Entity: MAINE MEDICAL CENTER

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

*Donald L. McDowell*

By: Donald L. McDowell  
Title: Executive Vice President and Treasurer  
Address: 22 Bramhall Street, Portland, Maine 04102  
Telephone Number: (207) 871-2536

Date: 5/22/91



SETTLING PARTY

Company or Entity: MAINE PRINTING & BUSINESS FORMS CO.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

MAINE PRINTING & BUSINESS FORMS CO.

---

By: *W. E. Wilbur*  
Title: *President*  
Address: *P.O. Box 3133 Portland, ME 04104*  
Telephone Number: *(207) 7752216*

Date: *5/13/91*

SETTLING PARTY

Company or Entity: Maine Yankee Atomic Power Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

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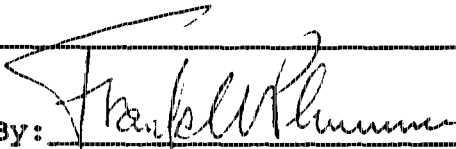
By: Mary Ann Lynch  
Title: General Counsel  
Address: Edison Drive, Augusta, Maine 04330  
Telephone Number: (207) 622-4868

Date: May 6, 1991

**SETTLING PARTY**

Company or Entity: MARKEM Corporation  
150 Congress Street, Keene, NH 03431

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_  
By:   
Title: Vice President-Secretary  
Address: 150 Congress Street, Keene, NH 03431  
Telephone Number: 603-352-1130

Date: May 13, 1991

SETTLING PARTY

Company or Entity: "MATCHLESS" ACTUALLY  
MATCHLESS BUREAU CO, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Frank Ungari

By: FRANK UNGARI, CHIEF FINANCIAL OFFICER  
Title: CEO  
Address: 840 W. 49TH PLACE, CHICAGO, IL 60609  
Telephone Number: (312) 924-1515

Date: 5-8-91

Agency in Notice Percentage of  
Consent to all references

**SETTLING PARTY**

Company or Entity: McCord Winn

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Textron Inc.

---

By: 

---

Title: Senior Vice President and Secretary

Address: Textron Inc., 40 Westminster Street, Providence, R.I. 02903

Telephone Number: (401) 421-2800

Date: May 14, 1991

**SETTLING PARTY**

Company or Entity: W. A. MESSER COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

John P. Messer

---

By: *John P. Messer*

Title: President

Address: 170 Warren Ave., Westbrook, ME 04092

Telephone Number: (207) 854-9751

Date: 5/3/91

**SETTLING PARTY**

Company or Entity:   Metalart Buckle Co.  

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

  Metalart Buckle Co.  

---

By:   *Ray D. Miller*    
Title: Secretary  
Address: 122 West 22nd Street, Oak Brook, IL 60521  
Telephone Number: 708/954-4005

Date:   May 10, 1991

**SETTLING PARTY**


Company or Entity: Figgie International Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:  
Meyer/World Packaging Machinery

---

---

By:   
Title: Sr. Vice President  
Address: 4420 Sherwin Road, Willoughby, Ohio 44094  
Telephone Number: (216) 953-2850

Date: May 7, 1991



SETTLING PARTY

Company or Entity: Microwave Techniques

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Microwave Techniques

---

By: , Paul A. Wescott

Title: President

Address: P.O. Box 330, Bridgton, ME 04009

Telephone Number: (207) 647-3327

Date: 5/16/91

SETTLING PARTY

Company or Entity: Mid-State Machine

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: *Douglas Debevoise*  
Title: President  
Address: 1501 Vert Drive ; Winslow, ME 04901  
Telephone Number: (207) 873-6136

Date: 5/8/91

SETTLING PARTY

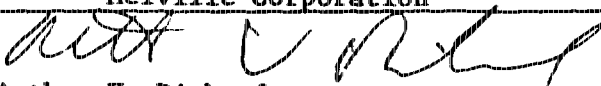
Company or Entity: Miller Shoes

Melville Corporation

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Miller Shoes

Melville Corporation

  
By: Arthur V. Richards

Title: Vice President

Address: One Theall Road, Rye, NY 10580

Telephone Number: (914) 925-4250

Date: 5/6/91

SETTLING PARTY

Company or Entity: Milton Bradley Company  
Division of Hasbro, Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:



By: Peter G. Nicholas  
Title: Director of Safety  
Address: 443 Shaker Road East Longmeadow, MA 01028  
Telephone Number: (413) 525-6411

Date: May 20, 1991

SETTLING PARTY

Company or Entity: Modern Electroplating Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Robert Saltzberg

---

By: Robert Saltzberg

Title: Treasurer

Address: 2430 Washington St. Boston, MA 02119

Telephone Number: 617-445-4400

Date: May 13, 1991

**SETTLING PARTY**

Company or Entity: Crompton Modutec, Inc.

920 Candia Road Manchester, New Hampshire 03103

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Crompton Modutec Inc.

By: G.R. Mansfield 

Title: President

Address: 920 Candia Road, Manchester N.H. 03103

Telephone Number: (603) 669-5121 Ext. 200

Date: May 14, 1991

SETTLING PARTY

Company or Entity: MONARCH INDUSTRIES, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

MONARCH INDUSTRIES, INC.

---

By: *Nicholas Tartaglione*  
Title: Vice President  
Address: 325 Harborside Blvd., Providence, RI 02940-6768  
Telephone Number: (401) 467-2500

Date: May 3, 1991

SETTLING PARTY

Company or Entity: MOORE Chemical Co.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

David B. MOORE.

By: David B. Moore, President.

Title:

Address:

Telephone Number:

PO Box 1033

Boon Grande Fl. 3392

813-964-0539

Date: 5-12-91.

or PO Box 172

Orient, ME 04471

207-442-2357



SETTLING PARTY

Company or Entity: MORGAN CONSTRUCTION Co.,  
15 BELMONT ST., WORCESTER, MA 01605

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: \_\_\_\_\_

Title: V.P. Treasurer.

Address: 15 Belmont St., Worcester, MA 01605

Telephone Number: (508) 755-6111, ext. 339.

Date: 6 May '91

SETTLING PARTY

Company or Entity: Morningstar of Maine

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Costar Corporation

---

By: Francis H. Murphy

Title: Vice President of Finance & Treasurer

Address: one Glaxo Center, Cambridge, MA 02140

Telephone Number: (617) 868-6200

Date: May 17, 1991

SETTLING PARTY

Company or Entity: Nachi Bearing Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

X  
By:

*Shonojo Satake*

Shonojo Satake

Title: President

Address: 713 Pushville Road

Telephone Number: (317)535-5000

X  
Date:

May 18, 1991

SETTLING PARTY

Company or Entity: Nashua Wood Products, Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

David Sklar (for NASHUA WOOD PRODUCTS Inc.)

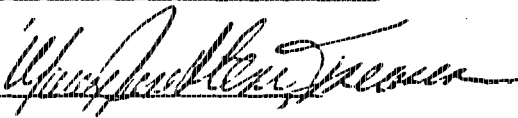
By: David Sklar  
Title: President  
Address: Caron Street  
Telephone Number: (603) 424-5185

Date: May 3, 1991

SETTLING PARTY

Company or Entity: NEW ENGLAND AEROSOL & PACKAGING, INC.  
6 Aberjona Drive, Woburn, MA 01801

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: Mary Jane Stern, Treasurer   
Title: \_\_\_\_\_  
Address: 6 Aberjona Drive, Woburn, MA 01801  
Telephone Number: 617-933-3677

Date: 05/14/91

SETTLING PARTY

Company or Entity: New England Industrial Waste, Inc.

75 Scituate Avenue, Johnston, Rhode Island 02919

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Robert L. Williams as President

By: 

Title: President

Address: 75 Scituate Avenue., Johnston, Rhode Island 02919

Telephone Number: (401) 943-5300

Date: May 24, 1991

SETTLING PARTY

Company or Entity: NEW ENGLAND RACK CO., INC.

22 ACORN ROAD

BRANFORD, CONN. 06405

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

NEW ENGLAND RACK CO., INC.

By: *Robert T. Rose*

Title: ROBERT T. ROSE, PRESIDENT

Address: 22 ACORN ROAD, BRANFORD, CONN. 06405

Telephone Number: (203) 481-0303

Date: 5/15/91

SETTLING PARTY

Company or Entity: Parker-Hannifin Corporation  
(listed on Appendix D as Nichols Fluid  
Machinery / W.H. Nichols)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Parker-Hannifin Corporation

By: Christopher H. Mager  
Title: Senior Counsel  
Address: 17325 Euclid Avenue, Cleveland, OH 44112  
Telephone Number: (216) 531-3000

Date: May 9, 1991



SETTLING PARTY

Company or Entity: \_\_\_\_\_

George Newman Company

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

George Newman Company

By: Scott E. Davis Scott E Davis

Title: Chief Financial Officer

Address: 4900 Franklin Ave Cincinnati, Ohio 45212

Telephone Number:

Date: 5/20/91

SETTLING PARTY

Company or Entity: NORTHAMPTON MANUFACTURING CORPORATION


THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

NORTHAMPTON MANUFACTURING CORPORATION

122 FEDERAL STREET

P.O. BOX 477

NORTHAMPTON, MA 01060

By:  (JOSEPH W. KIELBASA, JR.)

Title: CONTROLLER & ASST. GENERAL MGR

Address: NORTHAMPTON MANUFACTURING COR.

Telephone Number: 122 FEDERAL ST.  
NORTHAMPTON, MA 01060  
413-584-3464

Date: 5/3/91

**SETTLING PARTY**

Company or Entity: NORTHEAST SHOE COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

NORTHEAST SHOE COMPANY

---

By: Phillip D. Buckley  
Title: PHILLIP D. BUCKLEY, COUNSEL FOR NORTHEAST SHOE COMPANY  
Address: RUDMAN & WINCHELL, 84 HARLOW ST., BANGOR ME 04401  
Telephone Number: (207) 947-4501

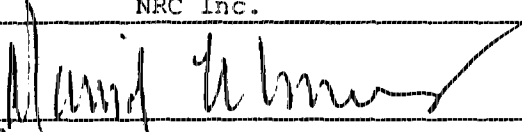
Date: May 15, 1991

SETTLING PARTY

Company or Entity: NRC Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

NRC Inc.

By:   
Title: Vice President  
Address: 45 Industrial Place, Newton, MA 02164  
Telephone Number: (617) 969-7690

Date: 2 May 1991

SETTLING PARTY

Company or Entity: \_\_\_\_\_

NUROCO WOODWORKING, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
NUROCO WOODWORKING C.

By: Erwin Wight

Title: Treasurer

Address: P.O. Box 278, Whitefield, N.H. 03598


Telephone Number: 603-837-2547

Date: 5-10-91

SETTLING PARTY

Company or Entity: Omni-Wave Electronics Corporation  
(RCM Corporation)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

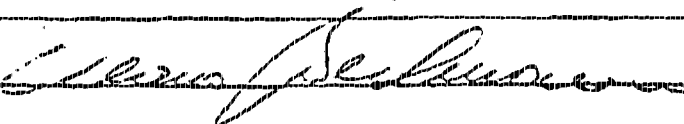
By:   
Title: Raymond D. Tarr, President  
Address: 22 Blackburn Drive, Gloucester, MA 01930  
Telephone Number: 508/281-2800

Date: 5/17/91

SETTLING PARTY

Company or Entity: Pacesetter Products Incorporated

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:



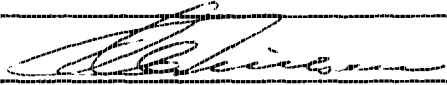
By: Klaus Beckmann  
Title: President  
Address: Amsterdam, N.Y. 12010-0390  
Telephone Number: 518-842-0073

Date: May 24, 1991

SETTLING PARTY

Company or Entity: PAK 2000 / DIVISION OF  
OCOR PRODUCTS CORP.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:



By: OLE NIELSEN  
Title: PRESIDENT  
Address: ROUTE 109, MIRROR LAKE, NH 03853  
Telephone Number: 603-569-3700

Date: 6/6/91



SETTLING PARTY

Company or Entity: 195 Parametrics

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Parametrics

---

By: John G. Smithyman

Title: Director, Risk Management

Address: P. O. Box 325, Milwaukee, WI 53201

Telephone Number: 414 / 783-0410

Date: May 13, 1991

SETTLING PARTY

Company or Entity: PARKER METAL CORPORATION

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

PARKER METAL CORPORATION

---

By: 

Title: PRESIDENT

Address: P.O. BOX 15052 WORCESTER, MA 01615

Telephone Number: 508-791-7131

Date: 4/30/91

SETTLING PARTY

Company or Entity: Parlex Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Parlex Corporation

---

By: Jill Pollack Kutchin Jill Pollack Kutchin  
Title: Vice President - Corporate Affairs  
Address: 145 Milk Street, Methuen, MA 01844  
Telephone Number: 508-685-4341

Date: May 13, 1991

SETTLING PARTY

Company or Entity: Permuthane

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Permuthane, Division of ICI Americas

By: Steven B Ossoff

Title: Steven B. Ossoff, Director of Safety  
Address: 26 Howley Street, P.O. Box 3599, Peabody MA 01961  
Telephone Number: (508) 531-0371

Date: 5/16/91

SETTLING PARTY

Company or Entity: PERUEL INDUSTRIES

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

By: Ann W. Johnson General Counsel  
Title: & Secretary  
Address:  
Telephone Number:

Date: May 7, 1991

SETTLING PARTY

Company or Entity: Phalo Corporation

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Phalo Corporation

By: David Babala Trustee

Title:  
Address: 35 Lapland Road Chestnut Hill, Ma. 02162  
Telephone Number: (617) 739 1383

Date: May 4, 1991

SETTLING PARTY

Company or Entity: PHOTOFABRICATION  
ENGINEERING, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: William M. Fisher  
Title: PRESIDENT  
Address: 500 FORTUNE BLDG.  
Telephone Number: (508) 478-2025

Date: May 1, 1991

SETTLING PARTY

Company or Entity: Pontiac Weaving Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

Pontiac Weaving Corporation

---

By: Robert S. Soren Pres  
Title: President  
Address: Meeting Street, Cumberland, RI 02864  
Telephone Number: (401) 726-4600

Date: May 13, 1991



SETTLING PARTY

Company or Entity: Key Packaging Industries, Inc., on  
behalf of Port-Poly, Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Key Packaging Industries, Inc., on behalf of Port-Poly, Inc.

By: John A. Zani

Title: TREASURER

Address: 14 Garabedian Drive, P.O. Box 1257, Salem, NH 03079-1257

Telephone Number: (603) 893-5351

Date: 5/6/91

SETTLING PARTY

Company or Entity: POWER ELECTRONICS CORP.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: Henry C. Horner, President  
Title: Henry C. Horner, President  
Address: 370 Main St., 12th Fl., Worcester, MA 01608  
Telephone Number: 1 (508) 798-8621

Date: 5/1/91

SETTLING PARTY

Company or Entity: PRECISION COMPONENTS INCORPORATED

Hancock Road, Peterborough, New Hampshire 03458

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

PRECISION COMPONENTS INCORPORATED

By: Lucien J. Theriault  
Lucien J. Theriault

Title: President

Address: Hancock Road, Peterborough, New Hampshire 03458

Telephone Number: (603) 924-3361

Attention Silas Little, Attorney

Date: May 7, 1991

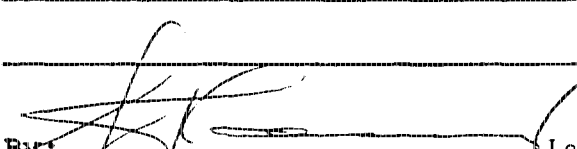
**SETTLING PARTY**

Company or Entity: Preferred Electronics, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

By:  Leslie G. Hammer

Title: President

Address: Preferred Electronics, Inc., P.O. Box 248, Westfield, MA 01086

Telephone Number: 413-568-2301

Date: 5/14/91

**SETTLING PARTY**

Company or Entity: The Presmet Corporation  
112 Harding Street  
Worcester, Ma. 01604

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

By: Raymond O. Bellenoit, Adm. Mgr.  
Title: Raymond O. Bellenoit, Adm. Mgr.  
Address: same as above  
Telephone Number: (508) 792-6400

Date: 5/6/91

SETTLING PARTY

Company or Entity: G. Pruefer Mfg. Co., Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

By: Michael Scungio President  
Title:  
Address: 1669 Hartford Ave  
Telephone Number: 1-401-274-3030  
Johnston, R.I. 02929  
Date: May 14, 1991

1669 Hartford Ave

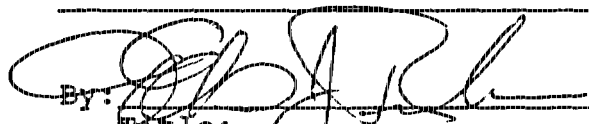
MICHAEL A. SCUNGIO  
CRANSTON, RI 02920

*Residence*  
MICHAEL A. SCUNGIO  
16 DEAN ST.  
CRANSTON, RI 02920

SETTLING PARTY

Company or Entity: Quality Spraying +  
Stenciling Co.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By:  President.  
Title:  
Address: 150 Park Lane Providence, R.I.  
Telephone Number: 401 861 2413

Date: 5/22/91

SETTLING PARTY

Company or Entity: QUIN-T CORPORATION--NH

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

*Richard D. Welch*

---

By: RICHARD D. WELCH

Title: PRESIDENT

Address: QUIN-T CORPORATION--NH, P.O. Box 309, TILTON, NH

Telephone Number: (603)286-4362 03276

Date: 5/1/91



SETTLING PARTY

Company or Entity: REC-TEC INCORPORATED

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

PDS TECHNOLOGIES, INC.

415 HOWE AVE, SHELTON, CT 06484

By: Edward B. Highland

Title: President, PDS Technologies, Inc.

Address: 415 Howe Ave, Shelton, CT 06484

Telephone Number: (203) 924-7030

Date: May 7, 1991

SETTLING PARTY

Company or Entity: AMF REECE (formerly davis)  
business as The Reece Corporation

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

DAVID R. WALLEY

David R. Walley

By: \_\_\_\_\_  
Title: Environmental/Industrial Engineer  
Address: Gorham Industrial Park, Gorham, Maine 04038  
Telephone Number: (207) 859-9711

Date: 5-14-91

SETTLING PARTY

Company or Entity: \_\_\_\_\_

\_\_\_\_\_  
Rich Tool & Die Co.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
Rich Tool & Die Co.

By: \_\_\_\_\_  
*George H. Merkle*

Title: George H. Merkle, CEO  
Address: 3 Mallison Falls Road, Windham, ME 04062  
Telephone Number: 207-892-2561

Date: May 10, 1991

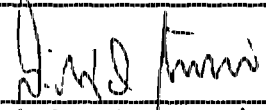
**SETTLING PARTY**

Company or Entity: ROSENTHAL TECHNIK USA LIMITED

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

RENAISSANCE GLASS, CHINA AND SILVER CORPORATION  
SUCCESSOR BY MERGER TO ROSENTHAL TECHNIK USA LIMITED

By:  2  
Title: Vorstand/President  
Address: Rosenthal AG, Selb, Bavaria, Germany  
Telephone Number: 09287 / 72 350

Date: May 17<sup>th</sup>, 1991

This is the signature page to the

Administrative Order by Consent

US EPA Docket No. CERCLA I - 91 - 1067

SETTLING PARTY

Company or Entity: BECTON DICKINSON AND COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

RUDOLPH BEAVER COMPANY

---

By: Bruce J. Hector

Title: SENIOR ATTORNEY

Address: BECTON DICKINSON + COMPANY, 1 BECTON DRIVE, FRANKLIN LAKES, NJ

Telephone Number:

07417

Date: 5/5/91

**SETTLING PARTY**

Company or Entity: RULE INDUSTRIES, INC

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

RULE INDUSTRIES, INC.

---

By: X Gary M. Sabal  
Title: William H. Anastos as President Gary Sabal - Vice President  
Address: of Rule Industries, Inc., 70 Blanchard Road, Burlington, MA  
Telephone Number: 617-272-7400 01803

Date: May 24, 1991

SETTLING PARTY

Company or Entity: CHEMICAL WASTE MANAGEMENT, Inc.  
on BEHALF of SCA CHEMICAL SERVICES

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

SCA CHEMICAL SERVICES

By: *[Signature]* (BRIAN J. CARKE)  
Title: ENVIRONMENTAL COUNSEL  
Address: 3001 BUTTERFIELD RD. OAK BROOK, IL 60521  
Telephone Number: (708) 218-1736

Date: May 17, 1991

**SETTLING PARTY**

Company or Entity: S. N. Foster Co., Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: *Paul R. Foster*

Title: President

Address: P. O. Box 1007, Augusta, Maine 04332-1007

Telephone Number: (207) 623-3656

Date: May 1, 1991



SETTLING PARTY

Company or Entity: S.N.S. PLASTICS  
(LISTED AS S&S PLASTICS)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_

By: James Eaton  
Title: PLANT MANAGER  
Address: 81 FRIENDSHIP ST WALDOBORO ME. 04572  
Telephone Number: 207-832-5381

Date: 5/14/91

SETTLING PARTY

Company or Entity: S+H Precision W74 Co. Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

By: William J. Albert V.P.  
Title: VICE PRESIDENT  
Address: 10 FORBES RD. NEWMARKET N.H.  
Telephone Number: 603-659-8323

Date: 4/30/91

SETTLING PARTY

Company or Entity: SAFETY-KLEEN CORP.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Burton E. Ericson

---

By:   

---

Title: General Counsel/Vice President  
Address: 777 Big Timber Road, Elgin, IL 60123  
Telephone Number: (708)697-8460

Date: 5/17/91

SETTLING PARTY

Company or Entity: Scola Enterprises, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: *Bernard V. Scola*  
Title: President  
Address: 750 Narragansett Park Drive, East Providence, RI 02916  
Telephone Number: 401-438-8800

Date: 5/2/91

SETTLING PARTY

Company or Entity: Scott Paper Company

14 Benton Avenue, Winslow, ME

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Scott Paper Company

*Nicholas J. DeBenedictis*

By: Nicholas J. DeBenedictis, Esquire

Title: Group Counsel - Environmental

Address: Scott Paper Company, Scott Plaza 2, Philadelphia, PA

Telephone Number: 215/522-5817 19113

Date: 5/8/71

SETTLING PARTY

Company or Entity: S. D. Warren Company  
89 Cumberland St., Westbrook, ME 04098

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

S.D. Warren Company

✓ 

By: Nicholas J. DeBenedictis, Esquire  
Title: Group Counsel - Environmental  
Address: Scott Paper Company, Scott Plaza 2, Philadelphia, PA  
Telephone Number: 215/522-5817 19113

Date: 8/5/81

SETTLING PARTY

Company or Entity: Sevcon, Division Tech/Ops  
(Sevcon, Inc.)

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Sevcon, Division Tech/Ops  
(Sevcon, Inc.)

By: *J. Brian Lamb*  
Title: General Manager  
Address: 40 North Avenue, Burlington, MA 01803  
Telephone Number: 617/272-3612

Date: May 7, 1991

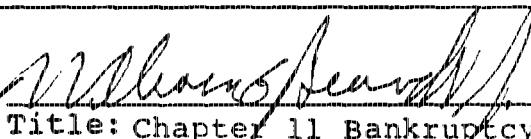
SETTLING PARTY

Company or Entity: Shape Inc. and Shape Systems Design I,  
a division of Shape Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Shape Inc. \*

Shape Systems Design I, a division of Shape Inc. \*

By:  William A. Brandt, Jr.  
Title: Chapter 11 Bankruptcy Trustee  
Address: P.O Box 366, Biddeford Industrial Park, Biddeford,  
Telephone Number: 207/282-6155 Maine 04005

Date: 04 MAY 1991

\* Subject to Bankruptcy Court approval, Shape Inc. Bankruptcy  
Case No. 88-20388, United States Bankruptcy Court, District  
of Maine.



SETTLING PARTY SHEPARD MOTORS, INC.  
P.O. BOX 605  
ROCKLAND, ME 04841

Company or Entity: \_\_\_\_\_

\_\_\_\_\_  
THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:  
\_\_\_\_\_  
\_\_\_\_\_

By: J. D. Sheppard, P.O. Box 605, Rockland, Me. 04841, 207-594-5426  
Title:  
Address:  
Telephone Number:

Date: May 13, 1991

SETTLING PARTY

Company or Entity: Silicon Transistor Corp

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

General Manager

KATRINA RD Chelmsford Ma 01824  
508-256-3321

By: Walter J Byrne

Title:

Address:

Telephone Number:

Date: 5/8/91

SETTLING PARTY

Company or Entity: SNO CRAFT  
Norway Maine

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: Harold Jones  
Title: Pres  
Address: Box 640  
Telephone Number: Raymond, Me 04071

Date: 5-20-91

SETTLING PARTY

Company or Entity: Souco of Maine, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Souco of Maine, Inc.

---

By: Randy Zimmman  
Title: Attorney for Souco of Maine, Inc.  
Address: P.O. Box 597 OTS Portland, Maine 04112  
Telephone Number: (207) 775-1020

Date: 5/23/91

SETTLING PARTY

Company or Entity: Spaulding & Slye Company

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Spaulding & Slye Company

---

SPAULDING AND SLYE COMPANY  
By: Robert K. Lemons ROBERT K. LEMONS  
Title: Senior Vice President  
Address: 25 Burlington Mall Road, Burlington, MA 01803  
Telephone Number: (617) 270-9595

Date: 5-6-91

SETTLING PARTY

Company or Entity: Spectrum Coatings Laboratory  
217 Chapman St. Prov. R.I. 02905

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

By: Carl T. Fava  
Title: V. Pres.  
Address: 217 Chapman St. Providence RI 02905  
Telephone Number: 401-781-4847

Date: 5/8/91

SETTLING PARTY

Company or Entity: Speidel

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Textron Inc.

---

By: 

---

Title: Senior Vice President and Secretary

Address: Textron Inc., 40 Westminster Street, Providence, R.I. 02903

Telephone Number: (401) 421-2800

Date: May 14, 1991

**SETTLING PARTY**

Company or Entity: Spencer Press, Inc. and Spencer Press of  
Maine, Inc., jointly and severally, ("Spencer Press")

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

-same as above-

By: 

Title: Assistant Clerk of Spencer Press and Authorized Agent  
Address: 90 Industrial Park Road, Hingham, MA 02043  
Telephone Number: (617) 749-5000

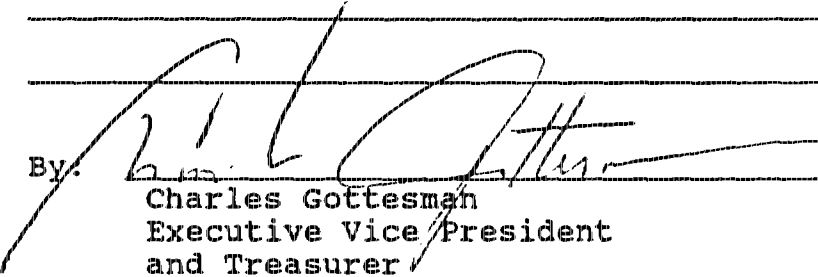
Date: May 23, 1991



Company or Entity: Hyde Athletic Industries, Inc./Spot-Bilt, Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

By.



Charles Gottesman  
Executive Vice President  
and Treasurer

Hyde Athletic Industries, Inc.  
13 Centennial Drive  
Peabody, MA 01960  
(508) 532-9000

May 20, 1991

SETTLING PARTY

Company or Entity: SPRAGUE ELECTRIC COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

SPRAGUE ELECTRIC COMPANY

---

By: Augustus I. Dupont  
Title: VICE PRESIDENT  
Address: 4 STAMFORD FORUM, STAMFORD, CT 06112-0007  
Telephone Number: 203-964-8616

Date: 5/14/91

SETTLING PARTY

Company or Entity: SPRAY MS. INC.  
Christopher M. Donahue

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Christopher M. Donahue President  
P.O. Box 98 SO. BERWICK ME. 03908

By: \_\_\_\_\_  
Title:  
Address:  
Telephone Number:

Date: 5-14-91

SETTLING PARTY

Company or Entity: (FORMALLY) SPRAY-COMATIC CORP.  
(CORP DISSOLVED SEPT 4, 1989)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_

\_\_\_\_\_

By: CLAUDE P. RYAN  
Title: FORMER PRESIDENT  
Address: 15 LESLEY AVENUE, METHUEN, MA 01844  
Telephone Number: (508) 685-6103

Date: MAY 2, 1991

SETTLING PARTY

Company or Entity: Winnick, Inc.  
dba: Spraul Drycleaners

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Richard S. Spraul (BPA)

By: Richard S. Spraul (BPA)  
Title: President  
Address: 58 Park St. Rockland, ME 04841  
Telephone Number: 207-594-7631

Date: 5/23/91

SETTLING PARTY

Company or Entity: ST. JOHNSBURY TRUCKING CO. INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

*Richard A. Parisien*  
By: RICHARD A. PARI SIEN  
Title: E,R,/E.E.O. MANAGER  
Address: 119 JEFFREY AVENUE, HOLLISTON MASS, 01746  
Telephone Number: 508-429-5920

Date: MAY 8 1991

*Joyce A. Hynds*  
*Notary*

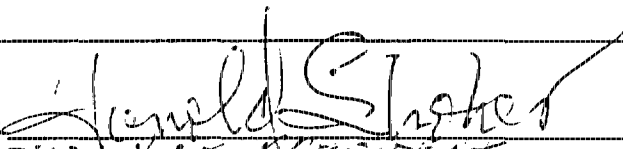
MY COMMISSION EXPIRES OCT. 25. 1990

SETTLING PARTY

Company or Entity: STADIUM AUTO BODY INC  
305 WESTERN AVE BRIGHTON MA 02134

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

DE MUMKS ELIGIBLE PRP

By: 

Title: VICE PRESIDENT

Address: ABOVE

Telephone Number: 617 254 6103

Date: 5/3/91

SETTLING PARTY

Company or Entity: Stahl Finish

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Stahl Finish, Division of ICI Americas

---

By: *Steven B Ossoff*

Title: Steven B. Ossoff, Director of Safety  
Address: 26 Howley Street, P.O. Box 3599, Peabody, MA 01961  
Telephone Number: (508) 531-0371

Date: 5/16/91




**BETTLING PARTY**

Company or Entity: Sterling-Clark-Lurton, Corp.

184 Comercial St. Malden Mass. \*02148\*02148

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:



By: Joseph S.W. Parker

Title: President

Address: 184 comercial St. Malden Ma. 02148

Telephone Number: 617-322-0163

Date: May 9, 1991

SETTLING PARTY

Company or Entity: STINSON CANNING COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

\* FORMER - STINSON CANNING COMPANY

\* CURRENT - S.S.T. AND S., INC.

By: Dwayne Weller  
Title: ENVIRONMENTAL SUPERVISOR  
Address: PROSPECT HARBOR, ME. 04669  
Telephone Number: (207) 963-7331

Date: MAY 3, 1991

SETTLING PARTY

Company or Entity: Striar Textile Mill

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

---

By: Thomas Kennedy  
Title: General Manager  
Address: Box 189, CRINO, ME. 04473  
Telephone Number: 207-866-2134

Date: 5/17/91

SETTLING PARTY

Company or Entity: STULTZ ELECTRIC  
MOTOR SYSTEMS

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By: James T. Stultz  
Title: PAES  
Address: 25 BRIDGE PO BOX 270 WESTBROOK ME  
Telephone Number: 207-854-2501 04098

Date: 4/30/91

SETTLING PARTY

Company or Entity: Sturm, Ruber & Co, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

STURM, RUBER + CO., INC.

---

By: Stephen L. Sanetti Stephen L. Sanetti  
Title: General Counsel  
Address: 1 Lacey Pl. Southport, Ct. 06497  
Telephone Number: (203) 259-7843

Date: 5/8/91


-22-

SETTLING PARTY

Company or Entity: Ausimont U.S.A., Inc., on behalf of  
Styletek

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Ausimont U.S.A., Inc., on behalf of Styletek

By:   
Title: Director of Environment, Health & Safety  
Address: 44 Whippany Road, Morristown, NJ 07960-1838  
Telephone Number: (201) 292-2517

Date: 5/20/91

**SETTLING PARTY**

Company or Entity: SUFFOLK SERVICES, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

SUFFOLK SERVICES, INC.

---

By:  PRESIDENT AND NOT INDIVIDUALLY

Title: PRESIDENT

Address: 6 TANNER STREET, LOWELL, MA 01852

Telephone Number: 508-458-2500

Date: MAY 23, 1991

THIS AGREEMENT IS ENTERED INTO WITH THE STIPULATION THAT  
NEW ENGLAND INDUSTRIAL WASTE, A BROKER WHO ARRANGED FOR SHIPMENTS  
TRANSPORTED BY SUFFOLK SERVICES, INC., ALSO BE PERMITTED TO  
ENTER INTO THIS CONSENT ORDER AS A DE MINIMUS PARTICIPANT.

SETTLING PARTY

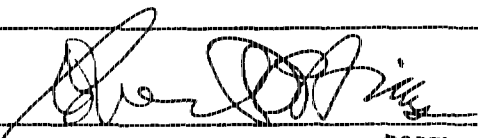
Company or Entity: Summagraphics Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

---

By:   
Title: \_\_\_\_\_ ROBERT B. SIMS  
Address: 60 Silvermine Rd SENIOR VICE PRESIDENT, SECRETARY  
Seymour, CT 06483 AND GENERAL COUNSEL  
Telephone Number: 203-881-5369

Date: May 6, 1991



**SETTLING PARTY**

Company or Entity: Surface Coatings, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:  
Surface Coatings, Inc.

---

By: Walter J. Greeley  
Title: Vice President  
Address: 100 Eames Street, Wilmington, MA 01887  
Telephone Number: (617) 933-4200

Date: April 30, 1991

**SETTLING PARTY**

Company or Entity: SWANK, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

SWANK, INC.

---

By: *A E Corsini*

Title: SENIOR VICE PRESIDENT-TREASURER  
Address: 6 HAZEL STREET, ATTLEBORO, MA 02703  
Telephone Number: (508) 222-3400

Date: May 17, 1991

**SETTLING PARTY**

Company or Entity: SYMMONS INDUSTRIES, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

---

SYMMONS INDUSTRIES, INC.

---

By: William B. O'Huffe Chairman  
Title: Chairman of the Board  
Address: Symmons Industries, Inc.  
Telephone Number: 31 Brooks Drive  
Braintree, MA 02184

Date: May 16, 1991

SETTLING PARTY

Company or Entity: \_\_\_\_\_

\_\_\_\_\_ Tadco, Inc. \_\_\_\_\_

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_ Tadco, Inc. \_\_\_\_\_

By: \_\_\_\_\_

*David M. Allot President*

Title: President

Address: Poole's Lane, Box 30, Rockport, MA 01966

Telephone Number: (508) 546-7525

Date: \_\_\_\_\_

*May 6, 1991*

SETTLING PARTY

Company or Entity: TECHNIPOWER, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

TECHNIPOWER, INC.

---

By:  \_\_\_\_\_

Title: President John D. Familetti  
Address: P.O. Box 222  
Telephone Number: Danbury, CT 06813  
203-748-7001

Date: 5/8/91

SETTLING PARTY

Company or Entity: TEK COATING COMPANY, INC.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

TEK COATING COMPANY, INC.

By: 

Title:

PRESIDENT

Address:

23 NOEL STREET, AMESBURY, MA 01913

Telephone Number:

508 388-5169

Date: 5/17/91

**SETTLING PARTY**

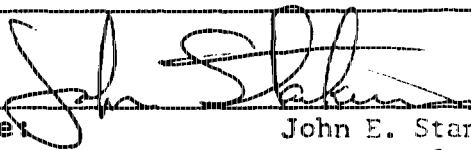
Company or Entity: Tex-Tech Industries Inc.

North Monmouth, ME

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Tex-Tech Industries Inc

By: \_\_\_\_\_

  
Title: John E. Stankiewicz  
Address: P.O. Box 8, Main St.  
Telephone Number: North Monmouth, ME 04265  
207 933 4404

Date: 22 MAY 91

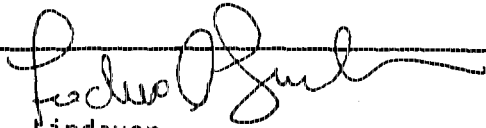
**SETTLING PARTY**

Company or Entity: THEATRE TECHNIQUES, INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Fredric A. Lindauer, President  
Theatre Techniques, Inc.  
60 Connolly Parkway  
Hamden, CT 06514



By: Fredric A. Lindauer

Title: President  
Address: 60 Connolly Parkway Hamden, CT 06514  
Telephone Number: 203-281-6111

Date: May 14, 1991



SETTLING PARTY

Company or Entity: TIBBETTS INDUSTRIES, INC.


---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

TIBBETTS INDUSTRIES, INC.

---

By: 

Title: PRESIDENT

Address: P.O. BOX 1096, CAMDEN, ME 04843

Telephone Number: (207) 236-3301

Date: 5/15/91

SETTLING PARTY


Company or Entity: Tillotson Rubber Co.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

Tillotson Rubber Co.

By: 

Title: Asst. Treasurer and Corporate Clerk  
Address: 59 Waters Avenue, Everett, MA 02149  
Telephone Number: 617-387-9400

Date: May 15, 1991

SETTLING PARTY

Company or Entity: TOTAL WASTE MANAGEMENT CORPORATION

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

TOTAL WASTE MANAGEMENT CORPORATION

---



By: Donald A. Littlefield

Title: Vice-President

Address: 142 River Road, Newington, NH, 03801

Telephone Number: (603) 431-2420

Date: May 6, 1991

SETTLING PARTY

Company or Entity: Touraine Paints, Inc.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

---

By:  \_\_\_\_\_

Title: Executive Vice President

Address: 1760 Revere Bch. Pkwy., Everett, MA 02149

Telephone Number: 617-387-4690

Date: May 13, 1991

SETTLING PARTY

Company or Entity: TRANSCO

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

By: Edward Gall pres  
Title: PRESIDENT  
Address: P.O. BOX 2469, AUGUSTA, ME. 04330  
Telephone Number: 207-622-6251

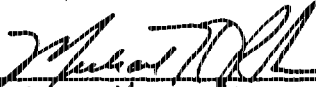
Date: 5/6/91

SETTLING PARTY

Company or Entity: Alcatel NA Network Systems Corp.  
for Transcom Electronics Inc.

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_  
\_\_\_\_\_

By:  Michael K. Robinson  
Title: VICE-PRESIDENT CFO  
Address: 2912 WAKE FOREST RD. RALEIGH, NC 27609  
Telephone Number: (919) 853 6000

Date: 5/10/91

Union Chemical Superfund Site  
Consent Agreement  
Signature Page

SETTLING PARTY

Company or Entity: U. S. Coast Guard

The UNDERSIGNED PARTY enters into this Consent Agreement relating to the Union Chemical Company Superfund Site:



By W. B. Thomas  
Commander, U. S. Coast Guard  
Chief, Claims & Litigation Division  
Office of Chief Counsel


Title

Date: 20 MAY 1991

**SETTLING PARTY**

Company or Entity: Department of the Air Force

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

By:   
Title: Deputy Assistant Secretary of the Air Force (Environment, Address: Safety and Occupational Health), SAF/MIQ, Wash DC 20330-1000  
Telephone Number: 703/697-9297

Date: May 24, 1991






**SETTLING PARTY**

Company or Entity: Northern Division, Naval Facilities  
Engineering Command

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_

By:   
Title: Commanding Officer  
Address: Naval Base Philadelphia  
Telephone Number: 215-897-6100

Date: 4 June 1991

**SETTLING PARTY**

Company or Entity: Litton Industrial Automation Systems, Inc.  
Union Butterfield Division

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

*Theodore F. Craver*

By: \_\_\_\_\_

Theodore F. Craver

Title: Staff Vice President; Director of Trade Regulations  
Address: and Environmental Affairs  
490 L;Enfant Plaza, S.W., #8206  
Telephone Number: Washington, D.C. 20024  
202/863-4200

Date: May 20, 1991

**SETTLING PARTY**

Company or Entity: Union Camp Corporation

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Union Camp Corporation

---

By: W. A. Williams  
Title: W.A. Williams, Vice President, General Manager  
Address: 1600 Valley Road, Wayne, NJ 07470  
Telephone Number: (201) 628-2000

Date: 5/9/91

**SETTLING PARTY**

Company or Entity: UNITRODE CORPORATION

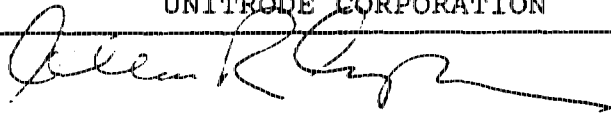
---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

---

UNITRODE CORPORATION

---

By:   
Title: Vice President  
Address: 8 Suburban Park Dr., Billerica, MA 01821  
Telephone Number: (508) 670-9703

Date: May 13, 1991

SETTLING PARTY

Company or Entity: BAILEY MANUFACTURING  
CORPORATION - USM

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

BAILEY MANUFACTURING CORPORATION

By: Leonard J. Keilman  
Title: SENIOR VICE PRESIDENT  
Address: 700 WAPAYETTE ROAD, SEABROOK, NH 03874  
Telephone Number: (603) 474-3011

Date: MAY 14, 1991

SETTLING PARTY

Tool + Die)

Company or Entity: VALIANT FINISHING Co. (CAMBRIDGE  
FAULKNER ST. N. BILLERICA, MA 01862

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

VALIANT FINISHING Co. (CAMBRIDGE Tool + Die)

By: Will H. A. [Signature]  
Title: TREASURER  
Address: FAULKNER ST. N. BILLERICA, MA  
Telephone Number: 1-508-667-8400 01862

Date: 5/1/91

**SETTLING PARTY**

Company or Entity: VELCRO USA INC.

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

VELCRO USA INC.

---

By: *Peter A. Pelletier* Peter A. Pelletier, Secretary  
Title: Secretary  
Address: 406 Brown Ave., Manchester, NH 03108  
Telephone Number: (603) 669-4880

Date: May 15, 1991

**SETTLING PARTY**

Company or Entity: Viner Shoe Co. (Wolverine World Wide, Inc.)

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Viner Shoe Co. (Wolverine World Wide, Inc.)

---

By: 

Title:

Address:

Telephone Number:

F.G. Burch, Vice President, Corporate Engineering

9341 Courtland Dr.

Rockford, MI 49351 Phone: (616)866-5532

Date: 5/3/91

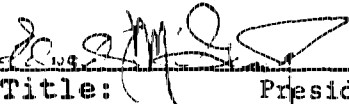


**SETTLING PARTY**

Company or Entity: Webber Hospital Association d/b/a  
Southern Maine Medical Center

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Webber Hospital Association d/b/a  
Southern Maine Medical Center

By:  \_\_\_\_\_  
Title: President/CEO  
Address: One Medical Center Drive, PO Box 626,  
Telephone Number: Biddeford ME 04005-0626 (207) 283-7220

Date: May 2, 1991

SETTLING PARTY

Company or Entity: WESTFIELD ELECTROPLATING COMPANY

(WESTFIELD ELECTRO)

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

\_\_\_\_\_

\_\_\_\_\_

*Michael P. Stolpinski*  
By: MICHAEL P. STOLPINSKI

Title: PRESIDENT

Address: 68 NORTH ELM STREET, P.O. BOX 298, WESTFIELD, MA 01086

Telephone Number: 413-568-3716

Date: 5/20/91

**SETTLING PARTY**


Company or Entity: Whitman Products Limited

---

THE UNDERSIGNED PARTY(IES) enter into this Consent Order relating to the Union Chemical Superfund Site:

Whitman Skivertex, Ltd., formerly known as

Whitman Products Limited

By: 

Title: Treasurer  
Address: 100 University Drive  
Telephone Number: P.O. Box 519  
Amherst, MA 01004  
(413) 549-7635

Date: 5-10-91

SETTLING PARTY

Company or Entity: G. F. WRIGHT STEEL & WIRE COMPANY

---

THE UNDERSIGNED PARTY(IES) enter into this Consent  
Order relating to the Union Chemical Superfund Site:

Merrill W. Wright, Jr.

---

By: 

Title: President

Address: 243 Stafford Street, Worcester, MA 01603

Telephone Number: (508) 754-6824

Date: May 6, 1991

LIST OF APPENDICES

- Appendix A: Alphabetical List of De Minimis PRP's
- Appendix B: Alphabetical List of Settling Federal Agencies
- Appendix C: Declaration of Trust for the Union Chemical Site Settlement Trust
- Appendix D: Volumetric Ranking and List of Payments of Settling Parties
- Appendix E: List of Settling Defendants Receiving Credit Adjustments as Referenced in Paragraph 26 of this Order
- Appendix F: Description of Existing PRP Funds and Accounts Referenced in Paragraph 42 of this Order
- Appendix G: Discrepancy in Listed Percentage of Waste Contributed Referenced in Paragraph 36.c. of this Order

APPENDIX A

ALPHABETICAL LIST OF DE MINIMIS PRPs

Action Manufacturing  
Adams Company, J K  
Adams Plastic Company Inc.  
Adams-Russel Co, Inc.  
Adventure Manufacturing  
Affiliated Laboratories Inc  
Albany International Technical Fabrics  
Alco Dispensing Systems  
Alltex-Standard Uniform  
American Biltrite Corporation  
American Business Systems  
American Can Company (Casco Bay)  
American Electro  
American Stabilis Inc  
AMF Inc., Electromagnetics Division  
Ampad Incorporated  
Amphenol/Bunker Ramo  
Amplex  
Amtrol Inc  
Arden Jewelry  
Ark-Les Switch Company  
Artfaire Company Inc  
Arwood Machine  
Ascutney Metal Products Inc  
Astro Enterprises  
Astro Wire & Cable  
Audio Accessories, Inc.  
Autowize  
B I F  
Baker Company Inc., The  
Balfour Company, L G , Inc.  
Ball And Socket Plastics  
Banton Inc  
Barry Controls Div.  
Bass Harbor Marine  
Becton-Dickinson Division  
Bent Co, George B  
Biddeford Industries  
Borduas Graphics  
Bottoms-USA  
Brunell A A Electroplating Corp  
Bryant Grinder Corporation  
Bull Metal Products  
Burndy Corporation  
Burton Industries  
C & C Yachts  
C.F. Jameson & Company

Camden Tanning Corporation  
Carleton Woolen Mills  
Carr Company  
Central Coating  
Charles D. Burnes  
Chem-Clean Furniture Restoration (ALF)  
Chem-Clean Furniture Restoration (Allen)  
Chem-Clean Furniture Restoration (SP)  
Chem-Clean Furniture Restoration (YAR)  
Chemical Pollution Control Inc  
Chemical Recovery Inc  
Church Seat Company  
Cianbro Corporation  
Clark Sawyer, Inc.  
Clarostat Manufacturing Company  
Clinton Instrument  
Colby College  
Coles Express  
Colonial Services  
Columbia Dry Cleaners  
Columbia Manufacturing Co  
Computrol/Kidde  
Congress Technical Spray Co  
Consolidated Controls  
Continental Corp  
Converts Design & Art  
Conway Office Products  
Cooley, Inc.  
Cooperative Microwave  
Crosby Group Laughlin Plant  
Crowalloy Standard Foundry  
Crownmark Corporation  
Custom Coating & Laminating Corp  
Danforth Division of The Eastern Company  
Data General Corp  
Data Products, New England Inc.  
Datel Inc.  
Davol Inc  
Devon Corporation  
Dexter Shoe Company  
Diamond Machine Company  
Diaphragm Industries Inc  
Dielectric Communications  
Dienes & Neuenkamp  
Dresser Ind  
Eaton Corporation  
Edlund Company Inc  
Edwards Company

Electrix Inc  
Electro-Films Inc  
Electronics Corporation Of America  
Elektrisola Inc  
Elmers Pipe Inc  
Emhart Corp.-Metal Products Div.  
Ensign Bickford Company  
Environmental Systems Corp  
Erving Paper  
Esten Machine Company  
Ethan Allen Inc.  
Fairchild Camera & Instrument Corp  
Fiberglass Products Incorporated  
FMC Corporation  
Fothergill Composites Incorporated  
Foxboro  
Franklin Electroplating  
Frem Corporation  
G & L Machine Incorporated  
General Tire  
Genesis Physics Corporation  
Global Specialties Incorporated  
Goral Machine Company  
Gould, Inc. - Allied Control Division  
Greenberg Company, B B  
Grobet File  
Grumbacher Inc., M  
GTE Products Corp  
Guardian Corporation  
Hadco Printed Circuits Inc  
Hallowell Shoe  
Hamblett & Hayes - Polar Chemicals Div.  
Hampshire Manufacturing Corp.  
Harrington & Richardson Inc  
Harris Inc, Samuel P  
Hebron Academy  
Herman Shoe Co  
Hewitts Auto Body  
HI-G Company Inc.  
Hill Acme  
Hinckley & Company, Henry R  
Hobson & Motzer  
Holyoke Card & Paper Co.  
Imperial Machine Corporation  
Independent Cable Inc  
Indiana Screw Machine  
Interconics  
International Stencil



Interstate Uniform Services  
Ionics Inc  
ITT - Vulcan Electric  
James River - Otis Inc  
JBT Switches/(Eaton)  
Karelis Wood Heel Co, M  
Kalloch Fuel Service, Inc  
Ken Austin  
Kennebunk, Town Of  
Kenway Corporation  
Kingfield Wood Products  
Kittery Ldy Inc  
Knox Semiconductor  
Knox Woolen Company  
L & A Heel Corp  
Lamson And Goodnow Manufacturing Company  
Lawrence Leather Co, A C  
LCP - Maine Inc  
Leen Company  
Levin Plating Company  
Levinson Audio Systems Ltd, Mark  
Libbey Company, W S  
Liberty Research Corporation  
Lunt Silversmiths  
Madico Incorporated  
Madison/Wil Tec Insul Wire  
Maine Electronics  
Maine Medical Center  
Maine Printing & Business Forms Co  
Maine Yankee Atomic Power Company  
Markem  
Matchlett  
Mccord Winn Division  
Melville Corporation  
Messer Company, W A  
Metalart Buckle Company  
Meyer/World Packaging Machinery  
Microwave Techniques Incorporated  
Mid-State Machine  
Miller Shoes  
Milton Bradley Company  
Modern Electroplating Company Inc  
Modutec Incorporated  
Monarch Industries Incorporated  
Moore Chemical Company  
Morgan Construction Company  
Mornigstar Of Maine

Nachi Bearing Company  
Nashua Wood Products Incorporated  
New England Aerosol And Packaging  
New England Industrial Waste  
New England Rack  
Newman & Company, George  
Nichols Fluid Machinery Division/W H Nichol  
Northampton Manufacturing Corporation  
Northeast Shoe Company  
NRC Incorporated  
Nuroco Woodworking Company  
Omni-Wave Electronics Corporation  
Ornsteen Heel Company, Wm  
Other-Potential Status To Be Determined  
Pacesetter Products Incorporated  
Pak 2000/Division Of Ocor Products  
Parametrics  
Paris Manufacturing Corporation  
Parker Metal Corporation  
Parlex Corporation  
Pearse Leather Company Incorporated  
Permethane  
Pervel Industries  
Phalo Corporation  
Photo Fabrication Engineering  
Poly-Structures Incorporated  
Pontiac Weaving Corporation  
Port Poly Incorporated  
Power Electronics  
Precision Components Incorporated  
Preferred Electronics  
Pressmet Corporation  
Process Easy Corporation  
Pruefer Manufacturing Company, G  
Quality Spraying  
Quin-T. Corporation  
Rec-Tec Incorporated  
Reece Corporation  
Rich Tool & Die Company  
Rosenthal Technik  
Rudolph Beaver Company  
Rule Industries Inc.  
S & H Precision Manufacturing Co. Inc.  
S & S Plastics Co.  
S D Warren Company  
S.N. Foster Company  
Safety Kleen Corp.  
SCA Chemical Services  
Scola Enterprises

Scott Paper Co.  
Sevcon, Div. Tech/Ops  
Shape Inc./Shape Systems Design I  
Shepherd Chevrolet Inc.  
Silicon Transistor Corporation  
Sno-Craft  
Songo Of Maine Inc.  
Spaulding & Slye  
Spectrum Coatings Labs  
Speidel  
Spencer Press Company, Inc.  
Spot-Bilt Inc.  
Sprague Electric Co.  
Spray Me Inc.  
Spray-O-Matic Corp.  
Sproul Dry Cleaners  
St Johnsbury Trucking Company Inc.  
Stadium Auto Body  
Stahl Finish  
Sterling Clark Lurton  
Stinson Canning Company  
Striar Textile Mill  
Stultz Electric Company  
Sturm, Ruger & Company, Inc.  
Styletek  
Suffolk Services Inc.  
Summagraphics Corporation  
Surface Coatings Inc.  
Swank Inc.  
Symmons Industries  
Tadco Inc.  
Technipower, Inc.  
Tek Coatings  
Tex-Tech Industries Inc  
Theatre Techniques  
Tibbetts Industries Inc  
Tillotson Rubber Co  
Total Waste Management  
Touraine Paints  
Transco  
Transcom Electronics Inc  
Union Butterfield  
Union Camp Corp  
Unitrode Corp  
USM Corporation - Bailey Division  
Valiant Finishing Company  
Velcro Usa Inc

Viner Bros Inc  
Weber Hospital Association  
Westfield Electro  
White Boat & Canoe  
Whitman Products Limited  
Wright, G.F. Steel And Wire

APPENDIX B

SETTLING FEDERAL AGENCIES

United States Air Force (Loring Air Force Base)  
United States Navy (Brunswick Naval Air Station)  
United States Coast Guard

APPENDIX C

DECLARATION OF TRUST

THE UNION CHEMICAL DE MINIMIS TRUST--1991

Dated: \_\_\_\_\_, 1991

Bank of Boston of Suffolk County, Massachusetts, hereby declares that it and its successors in trust will hold any and all property that may be transferred to it as Trustee as follows:

**FIRST:** Name of Trust

This trust is to be known as "The Union Chemical De Minimis Trust--1991" ("the Trust").

**SECOND:** Recitals and Declaration of Purpose

1. Recitals

The United States Environmental Protection Agency ("EPA") has alleged that hazardous substances were transported to, handled, treated, stored and/or disposed of at the Union Chemical Site, located in South Hope, Maine ("the Site").

The State of Maine, acting through its Department of Environmental Protection ("DEP"), has investigated the Site to determine the amount and location of allegedly hazardous substances situated thereon or therein, and has removed certain materials from the Site.

The EPA has also investigated the Site, performed removal actions on the Site, and placed the Site on the National Priorities List for response action, pursuant to the provisions of Section 105(8) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 et seq., at §9605(8).

The EPA and DEP have notified, in writing, a number of companies, institutions and persons that they may be potentially responsible under CERCLA and State law for response costs incurred or to be incurred by EPA and DEP in connection with the investigation and cleanup of the Site ("Potentially Responsible Parties" or "PRPs").

The EPA and DEP determined that a Remedial Investigation and Feasibility Study ("RIFS") of the Site must be prepared to analyze what environmental problems exist at the Site and what measures may be necessary to address such problems.

Certain of the Potentially Responsible Parties performed that RIFS pursuant to Administrative Order by Consent, EPA Docket Number 1871104, entered into with EPA and DEP on November 4, 1987.

Based, in part, upon the contents and conclusions of the RIFS, EPA and DEP have determined that a settlement with the *De Minimis* Potentially Responsible Parties is both practicable and in the public interest and accordingly, have entered into such a settlement, pursuant to CERCLA Section 9622(g), in the form set forth in Appendix A hereto ("the *De Minimis* Settlement");

EPA and/or DEP may enter into a Consent Decree, pursuant to CERCLA Section 9622(d), with certain of the Potentially Responsible Parties who are not parties to the *De Minimis* Settlement, for the performance of the remedial design and remedial action at the Site ("Potential Consent Decree").

The PRPs executing the Potential Consent Decree ("Participating PRPs") may, after the lodging of the Potential Consent Decree, contribute funds to the Trust, which funds shall be used for paying for the performance of the remedial design and remedial action response costs and natural resource damage claims and may be used for the payment of government response costs and natural resource damage claims.

## 2. Declaration of Purpose

The Trust is established and shall be administered by the Trustee for the purpose of funding, in whole or in part, the performance of the remedial design and remedial action at the Site pursuant to CERCLA Section 9622(g)(5) and/or CERCLA Section 9622(d) and may be used for the payment of future EPA response costs and DEP's response costs and natural resource damage claims.

### THIRD: Benefits

If the Potential Consent Decree is approved and entered by a United States District Court of competent jurisdiction on or before September 30, 1992, the Trustee is directed to pay (after such approval is so entered) from the net income and principal of this Trust, first, the total sum of Fifteen Thousand, Nine Hundred dollars (\$15,900) to the State of Maine Department of Environmental Protection, and second, such invoices and bills, in accordance with the Potential Consent Decree submitted to the Trustee in writing and approved by a majority of the total number of Participating PRPs, or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document, such approval to be made in the sole and uncontrolled discretion of the Participating PRPs and to be

binding upon all parties in interest, incurred by the Participating PRPs in meeting the obligations of the Potential Consent Decree, other than obligations to pay for EPA's past response costs as defined under the Potential Consent Decree. For purposes of this Trust, distributions shall be deemed paid from contributions and the income thereon on a first-in, first-out basis as to each contribution so that an earlier contribution and the income thereon shall be exhausted before distributions are charged to any later contribution or the income thereon. All contributions received in any fiscal year shall be treated as received on the same date for purposes of the preceding sentence.

In the event the Potential Consent Decree is not approved and entered by a United States District Court of competent jurisdiction on or before September 30, 1992, ("the Forfeiture Date") the Trustee is directed to pay, within sixty (60) days thereafter, Ninety-Four and 85/100 percent (94.85%) of the income and principal of the Trust to: U.S. Environmental Protection Agency, Hazardous Substances Superfund, P.O. Box 360197M, Pittsburgh, PA 15251 or other such post office box number or address as EPA may designate and Five and 15/100 percent (5.15%) to the State of Maine, Direction, Division of Site Investigation and Remediation Bureau of Hazardous Materials Control, Maine DEP, State House, Station 17, Augusta, ME 04333-0017. The Forfeiture Date may be extended to a later date(s) pursuant to written notice submitted by the EPA to the Trustee prior to September 30, 1992.

**FOURTH: Termination**

The Trustee is authorized to distribute income and/or principal as provided in Article Third hereof even if such distribution of income and/or principal would operate to terminate the Trust. This Article shall not authorize the Trustee to terminate the Trust before it terminates in accordance with the terms of Article Third hereof.

**FIFTH: Trustee Management**

The Trustee shall invest and reinvest the principal and income of the Trust only in Permitted Investments. For purposes hereof, "Permitted Investments" shall mean:

- (a) any obligation issued or guaranteed by the United States of America or any territory thereof, or any agency or instrumentality of the foregoing, and which has a maturity date not later than the date seven (7) years after the date of investment;



- (b) any obligation issued or guaranteed by any state or municipality in the United States, or any agency or instrumentality thereof, which is rated A (or better) by Standard & Poor's Corporation or Moody's Investor's Service, Inc. at the time of investment and which has a maturity date not later than the date seven (7) years after the date of investment;
- (c) certificates of deposit of, accounts with, repurchase obligations of, or money funds or other obligations of banks or of corporations endowed with trust powers having capital and surplus in excess of \$100,000,000;
- (d) certificates of deposit of, accounts with, or other obligations of any bank or corporation endowed with trust powers, provided that the full amount of any such certificate of deposit, account, or other obligation is insured by FDIC or FSLIC; and
- (e) commercial paper at the time of investment rated A-1+ by Standard & Poor's Corporation or P-1 by Moody's Investor's Service, Inc.

The Trustee shall keep the Trust invested in one or more accounts which shall be treated as a single fund without distinction between principal and income. In investing, reinvesting, exchanging, selling and managing the Trust, the Trustee shall discharge its duties with respect to the Trust solely in the interest of the accomplishment of the purposes and objectives of this Trust. The Trustee may engage the services of an investment adviser or manager, may rely on the advice of such adviser or manager, and may delegate investment decision-making authority to such adviser or manager with respect to management of the Trust. The Trustee shall not be personally liable for any action or inaction taken in good faith reliance on the advice of such adviser or manager, nor for delegation in good faith of investment decision-making authority to such advisor or manager.

**SIXTH: Additional Powers of Trustee**

Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Declaration of Trust or by law, the Trustee is expressly authorized and empowered:

- (a) To invest, reinvest and administer the funds of the Trust;
- (b) To engage the services of an investment adviser or manager with respect to the management and investment of the Trust;

(c) To pay all expenses and obligations incurred by or on behalf of the Trust as authorized by this Declaration of Trust;

(d) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(e) To pay stipulated penalties to EPA and/or DEP (with respect to DEP, only in the event DEP is a signatory to the Potential Consent Decree) which may arise under the Potential Consent Decree;

(f) To pay to EPA and/or DEP (with respect to DEP, only in the event DEP is a signatory to the Potential Consent Decree) any oversight costs which may be incurred in accordance with the Potential Consent Decree; and

(g) To pay the administrative costs and expenses of the Participating PRPs in carrying out the remedial design and remedial action at the Site and to pay response costs and natural resource damage claims of the governments, in accordance with the Potential Consent Decree.

No license of court shall be required for the validity of any transaction entered into by the Trustee.

#### SEVENTH: Advice of Counsel

The Trustee may from time to time consult with counsel, who may be counsel to any of the Potentially Responsible Parties who are not parties to the *De Minimis* Settlement and, in the event the Potential Consent Decree is approved and entered by a United States District Court of competent jurisdiction, may be counsel to the Participating PRPs. Reasonable attorneys fees for such consultation are a proper expense of the Trust.

#### EIGHTH: Trustee Compensation

The Trustee shall receive compensation for its services as a Trustee under this Declaration of Trust pursuant to the Fee Statement attached hereto as Exhibit B. The Fee Statement attached hereto as Exhibit B shall be binding upon the Trustee until September 30, 1992. After September 30, 1992, any change to the Fee Statement attached hereto as Exhibit B shall become effective only upon the approval of a majority of the total number of Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document.

**NINTH: Trustee Expense Fund:**

A separate fund shall be established hereunder ("Expense Fund") to pay for the expenses of administration of the Trust, including, but not limited to, Trustee's fees, custodial fees, legal fees, accounting fees, and tax return preparation fees, but not taxes imposed on the Trust, which shall be borne by the Expense Fund and the remaining principal and income of the Trust in proportion to the taxable income of each share. The Expense Fund shall be funded with Fifteen Thousand Dollars (\$15,000), which shall be contributed by the Participating PRPs or the PRP Group. When the Expense Fund is depleted by expenses of administration of the Trust, all remaining and future expenses of the administration of the Trust shall be paid from the then remaining principal and income of the Trust.

**TENTH: Successor Trustee**

Any Trustee may resign at any time by delivering his resignation, in writing, to David P. Rosenblatt, Esquire, ("Rosenblatt") Burns & Levinson, 125 Summer Street, Boston, Massachusetts 02110, or his designated successor, as defined below ("Successor Representative"). In the event the Potential Consent Decree is approved and entered by a United States District Court of competent jurisdiction and Rosenblatt or the law firm of Burns & Levinson does not represent a Participating PRP, such written notice of resignation shall be delivered by the resigning Trustee to the Successor Representative. Such designation of a Successor Representative, if necessary, will be made by Rosenblatt in writing to the Trustee within thirty days after the approval and entry of the Potential Consent Decree by a United States District Court of competent jurisdiction.

A majority of the total number of PRPs who are not parties to the *De Minimis* Settlement or, upon the approval and entry of the Potential Consent Decree by a United States District Court of competent jurisdiction, a majority of the total number of Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document, may remove any Trustee, by delivering notice of such removal in writing to such Trustee, such resignation or removal to take effect upon the acceptance of appointment in writing by a successor Trustee.

Any vacancy in the office of Trustee created by resignation or removal, as defined above, shall be filled by an appointment in writing of a successor Trustee. Such successor Trustee shall be chosen by the vote of a majority of the total number of PRPs who are not parties to the *De Minimis* Settlement or, upon the approval and

entry of the Potential Consent Decree by a United States District Court of competent jurisdiction, a majority of the total number of Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, by a majority of the voting power as defined in that PRP Agreement or similar document.

Acceptance of appointment as a successor Trustee shall be in writing and shall be mailed to David Rosenblatt, Esquire, Burns & Levinson, 125 Summer Street, Boston, Massachusetts 02110 or the Successor Representative, as defined above. The acceptance of appointment shall become effective upon receipt of the notice of such acceptance.

Upon the acceptance of appointment of any successor Trustee, title to the Trust shall thereupon be vested in said successor Trustee without the necessity of any conveyance or instrument. Each successor Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder.

A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Declaration of Trust in the custody of David P. Rosenblatt, Esquire, Burns & Levinson, 125 Summer Street, Boston, Massachusetts 02110, or the Successor Representative, if applicable, and a copy shall be furnished to the EPA Regional Administrator and the DEP Commissioner.

#### **ELEVENTH: Immunity and Indemnification**

The Trustee, whether initially named or appointed as a successor Trustee, acts as a trustee only and not personally; and in respect of any contract, obligation or liability made or incurred by the Trustee in good faith, all persons shall look solely to the Trust and not to the Trustee personally. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust. The Trustee initially named, or appointed as successor Trustee, shall be indemnified and saved harmless by the Trust from and against any personal liability by reason of any act or conduct in its official capacity, made in good faith. This indemnification and hold harmless provision shall cover all expenses reasonably incurred by such Trustee in defense of the aforementioned acts or conduct of the Trustee.

#### **TWELFTH: Inalienability of Interests of Beneficiaries**

The interest of each beneficiary in the income or principal of the Trust hereunder shall be free from the control or interference

of any creditor and shall not be subject to assignment, attachment, anticipation or alienation.

**THIRTEENTH: Choice of Law**

This Declaration of Trust shall be administered, construed, and enforced according to the laws of the Commonwealth of Massachusetts, except to the extent that federal law shall apply to questions arising under CERCLA or the NCP.

**FOURTEENTH: Tax Treatment**

It is intended that this trust be taxable as a so-called complex trust to which Internal Revenue Code of 1986, Sections 661, 662 and 663 apply and not as a partnership, corporation or grantor trust, that is, a trust whose property is deemed to be owned by one or more grantors or other persons pursuant to one or more of Internal Revenue Code of 1986, Sections 671 through 678. In the event this trust is determined, or is in the sole judgment of the Trustee at risk of being determined, to be other than a trust which is taxable as such a complex trust and it is prudent to reorganize the Trust so that it shall be such a complex trust, then the Trustee is authorized to execute such amendments to this Declaration of Trust, restatements of this Declaration of Trust, new trust declarations, instruments of assignment, plans of reorganization and other documents as are appropriate to enable the Trust or a successor to the assets of the Trust to be a trust which is taxable as such a complex trust; provided always, in no event shall the effect of any such reorganization be to change the purposes hereof, divert the assets of this Trust otherwise than for its original purposes set forth herein or enlarge the powers or responsibilities of the Trustee.

**FIFTEENTH: Accounting**

The Trustee shall each year render an account of its administration of the Trust to the Director of the Waste Management Division, EPA Region One ("Director"), the DEP Commissioner and the PRPs who are not parties to the *De Minimis* Settlement if such account is rendered prior to the approval and entry of the Potential Consent Decree. Said Director, DEP Commissioner's and PRPs' approval of the Trustee's account, which approval shall be deemed given if either (i) given in writing by said Director, Commissioner or PRP (as the case may be) or (ii) if such Director, Commissioner or PRP (as the case may be) does not affirmatively disapprove such account within sixty (60) days of dispatch thereof to said Director, Commissioner or PRP (as the case may be), and such deemed approval shall be a complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to such Director, Commissioner or PRP, and such approval by a majority of the total number of members of the group consisting of said Director, Commissioner and PRPs shall be a

complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to said group. Approval by a majority of the total number of members of said group shall be binding on all members of said group.

In the event the Potential Consent Decree is approved and entered by a United States District Court of competent jurisdiction, the Trustee shall thereafter render its annual account to the Participating PRPs or, in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, to that PRP Committee or Group. Each such Participating PRP's approval of the Trustee's account, which approval shall be deemed given if given in writing by such Participating PRP or if such Participating PRP does not affirmatively disapprove such account within sixty (60) days of dispatch thereof to such Participating PRP, shall be a complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to such Participating PRP and such approval by a majority of the total number of Participating PRPs, or in the event the Participating PRPs have organized themselves into a PRP Group or Committee governed by a PRP Agreement or similar document, such approval by that PRP Committee or Group, shall be a complete protection to the Trustee as to all matters and transactions stated therein or shown thereby as to all Participating PRPs. Approval by a majority of the total number of Participating PRPs shall be binding on all Participating PRPs. Nothing herein shall be deemed to give any such Participating PRPs acting in conjunction with the Trustee the power to alter, amend, revoke, or terminate any trust hereunder.

The Trustee shall provide to the Director, the Commissioner and the PRPs, forty-five (45) days after receipt of notice from EPA of the approval of the De Minimis Settlement, a statement setting forth the total amount paid into the Trust as of that date, the identity of the contributors and the amounts paid by each contributor.

**SIXTEENTH: Rule Against Perpetuities**

Notwithstanding the directions given as to the payment of income and principal under the terms of this instrument, if any trust established by this instrument as a result of a contribution has not terminated with respect to such contribution and the income thereon by the expiration of twenty (20) years from the date of such contribution, then such trust shall terminate at the end of said twenty (20) year period as to such contribution and the income thereon, and the then remaining principal and undistributed income with respect to such contribution shall be paid to the EPA.

**SEVENTEENTH: Interpretation**

As used in this Declaration of Trust, words in the singular include the plural and words in the plural include the singular; and the masculine and neuter genders shall be deemed to include the masculine, feminine and neuter. The descriptive headings for each Section of this Declaration of Trust shall not affect the interpretation or the legal efficacy of this Declaration of Trust.

IN WITNESS WHEREOF, \_\_\_\_\_, Trustee hereunder,  
has executed this instrument under seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 1991.

\_\_\_\_\_  
By \_\_\_\_\_, its  
duly authorized officer

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, Massachusetts  
\_\_\_\_\_, 1991

Then personally appeared the above-named \_\_\_\_\_,  
by \_\_\_\_\_, its duly authorized officer, and  
acknowledged the foregoing instrument to be its free act and  
deed, before me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



EXHIBIT B

# SECTION THREE

## PRICING



Bank of Boston

"The Right People...The Right Move."

INSTITUTIONAL TRUST SERVICES

MASTER TRUST SERVICES

FEE SCHEDULE

Bank of Boston serves as Trustee or Custodian for pension and endowment funds whose assets are invested in individual securities, managed by a qualified investment advisor.

Account Maintenance Fees Annual Charge

Per individual investment manager account(accounts over \$75mm) \$1,000.00

Plus, charges based on the combined market value of each account at the end of the charge period:

Per \$1,000 on the first \$5 million \$1.60

Per \$1,000 on the next \$10 million \$0.70

Per \$1,000 on the next \$15 million \$0.40

Per \$1,000 on the next \$20 million \$0.25

Per \$1,000 on the balance \$0.20

Minimum annual charge \$5,000.00

Account Transaction Fees Per Item

DTC 20.00

FBE 20.00

Physical 25.00

Euro Bonds 30.00

Mortgage Backed 40.00

Principal Payments 10.00

Options 30.00

Futures 50.00

Private Placements 75.00

Commercial Paper 30.00

Cedel Asset Fee

Fee for CEDEL Eligible Securities without Multi-Currency  
Accounting will be based on their US Dollar value at 20 basis points (.002).

CASH MANAGEMENT SWEEP

Institutional Trust Services will invest available cash balances of \$1.00 or more automatically on a daily basis in money market funds. Interest is computed daily and paid the first business day of each month. There are no direct transaction charges; however, every account is subject to an annual management fee of 20 basis points for the portion of the account participating in the sweep program (computed daily, charged monthly).

ADMINISTRATIVE SERVICES

PER ACTION

Monthly benefit payments (plus postage per pensioner)	\$18.00
Lump sum - single source	\$10.00
Lump sum - multiple source	\$15.00
Change to periodic benefit file	\$5.00
Mailing labels - per run	\$75.00
Stop payment/check copies	\$18.00
Processing and delivery of company stock	\$23.00

Performance Measurement Reports:

Basic System	\$250 per separate portfolio report
Advanced System	\$300 per separate portfolio report

On-line Charges:

Tape Generation	\$200 per tape
Downloading	upon request
Inquiry	\$150 per month plus \$.15 per CPU

Master Trust Plan Accounting:

Monthly unitized accounting	\$500-\$1,000 per plan
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APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

ASSUMPTIONS:

Total volume: 3,064,789  
 Cost basis for settlement: \$14,502,871  
 Minimum total payment for each settling PRP: \$500  
 Cost share: % total volume x cost basis  
 Basic settlement premium: 115.00%  
 Add'tl premium for PRPs who settled for pre-May 22, 1987 costs but not RI/FS costs: volumetric share x \$1,250,000 x 2.5  
 Additional premium for PRPs who have never settled: 115.00%

PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
RULE INDUSTRIES INC.	5,885	0.19202%	27,848.38	32,025.63	6,000.62			65,874.62
MODUTEC INCORPORATED	5,590	0.18239%	26,452.41	30,420.27			188.64	56,684.04
LORING AIR FORCE BASE	5,540	0.18076%	26,215.80	30,148.17				56,363.98
CHEMICAL POLLUTION CONTROL INC.	5,390	0.17587%	25,505.99	29,331.89			107.64	54,730.24
HINCKLEY & COMPANY, HENRY R.	5,330	0.17391%	25,222.06	29,005.37			176.48	54,050.96
C.F. JAMESON & CO.	5,170	0.16869%	24,464.93	28,134.67			329.89	52,269.71
SPOT-BILT INC.	4,750	0.15499%	22,477.45	25,849.07				48,326.51
CROWNMARK CORPORATION	4,262	0.13906%	20,168.19	23,193.41				43,361.60
ORNSTEEN HEEL COMPANY, WA.	4,150	0.13541%	19,638.19	22,583.92			114.02	42,108.09
MAINE ELECTRONICS	4,115	0.13427%	19,472.57	22,393.45			2,280.93	39,585.09
DEXTER SHOE COMPANY	3,905	0.12741%	18,478.83	21,250.65			105.35	39,624.13
BOTTOMS - USA INC.	3,851	0.12565%	18,223.30	20,956.79				39,180.09
SPENCER PRESS COMPANY, INC.	3,830	0.12497%	18,123.92	20,842.51	3,905.24			42,871.68
BIDDEFORD INDUSTRIES (GWNCO)	3,810	0.12432%	18,029.28	20,733.67				38,762.95
AMPHENOL/BUNKER RAMO	3,807	0.12422%	18,015.08	20,717.35				38,732.43
C & C YACHTS	3,665	0.11958%	17,343.13	19,944.60				37,287.72
REECE CORPORATION	3,664	0.11955%	17,338.39	19,939.15			149.31	37,128.24
NEWMAN & COMPANY, GEORGE (GWNCO)	3,660	0.11942%	17,319.47	19,917.39				37,236.85
UNION CAMP CORP.	3,630	0.11844%	17,177.50	19,754.13			97.31	36,834.32
SCOTT PAPER CO.	3,515	0.11469%	16,633.31	19,128.31			192.12	35,569.50
OTHER-POTENTIAL STATUS TO BE DETERMINE	3,500	0.11420%	16,562.33	19,046.68		19,046.68		54,655.69
SWANK, INC.	3,500	0.11420%	16,562.33	19,046.68			94.43	35,514.58
AMTROL, INC.	3,420	0.11159%	16,183.76	18,611.33			90.69	34,704.40
UNION BUTTERFIELD	3,400	0.11094%	16,089.12	18,502.49			96.83	34,494.78
DAVOL, INC.	3,355	0.10947%	15,876.18	18,257.60			90.46	34,043.32
CHEM. RECOVERY (SEE TRANSPORTER LIST)	3,340	0.10898%						
MOORE CHEMICAL COMPANY	3,250	0.10604%	15,379.31	17,686.20			87.73	32,977.78
CIAMBRO CORPORATION	3,135	0.10229%	14,835.12	17,060.38			84.61	31,810.89
PERMUTHANE	3,135	0.10229%	14,835.12	17,060.38			84.61	31,810.89
POLY-STRUCTURES, INCORPORATED	3,135	0.10229%	14,835.12	17,060.38			115.20	31,780.30
HI-G COMPANY, INC.	3,104	0.10128%	14,688.42	16,891.68			88.89	31,491.22
PARIS MANUFACTURING CORPORATION	3,080	0.10050%	14,574.85	16,761.08		16,761.08		48,097.01

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

Total volume: 3,064,789  
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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FIS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
SPRAGUE ELECTRIC CO.	3,055	0.09968%						30,745.84
SPRAY-O-MATIC CORP.	3,005	0.09805%	14,219.94	16,352.94			80.96	30,491.92
MADICO INCORPORATED	2,970	0.09691%	14,054.32	16,162.47			1,633.68	28,583.11
BURNDY CORPORATION	2,932	0.09567%	13,874.50	15,955.68			73.88	29,756.30
TIBBETTS INDUSTRIES, INC.	2,920	0.09528%	13,817.72	15,890.37			87.96	29,620.13
PONTIAC WEAVING CORPORATION	2,900	0.09462%	13,723.07	15,781.53			78.24	29,426.37
INTERSTATE UNIFORM SERVICES	2,860	0.09332%	13,533.79	15,563.86			77.16	29,020.49
SD WARREN	2,805	0.09152%	13,273.52	15,264.55				28,538.08
STURM, RUGER & COMPANY, INC.	2,860	0.09332%	13,533.79	15,563.86				29,097.65
CARLETON WOOLEN MILLS	2,800	0.09136%	13,249.86	15,237.34			75.45	28,411.76
CONGRESS TECHNICAL SPRAY CO.	2,750	0.08973%	13,013.26	14,965.25			74.14	27,904.37
PREFERRED ELECTRONICS	2,660	0.08679%	12,587.37	14,475.48				27,062.85
ETHAN ALLEN, INC.	2,585	0.08435%	12,232.46	14,067.33				26,299.80
AMERICAN ELECTRO	2,451	0.07997%	11,598.36	13,338.12				24,936.48
DIAMOND MACHINE COMPANY	2,405	0.07847%	11,380.69	13,087.79			77.16	24,391.32
CHURCH SEAT COMPANY	2,350	0.07668%	11,120.42	12,788.49			63.34	23,845.57
CUSTOMS COATINGS & LAMINATING CO.	2,270	0.07407%	10,741.85	12,353.13				23,094.99
ITT- VULCAN ELECTRIC	2,255	0.07358%	10,670.87	12,271.50			87.45	22,854.93
NICHOLS FLUID MACHINERY/WH NICHOLS	2,210	0.07211%	10,457.93	12,026.62			69.60	22,414.95
ADAMS-RUSSEL CO., INC.	2,200	0.07178%	10,410.61	11,972.20			65.27	22,317.54
TILLOTSON RUBBER COMPANY	2,200	0.07178%	10,410.61	11,972.20			59.42	22,323.39
SYMMONS INDUSTRIES	2,188	0.07139%	10,353.82	11,906.90				22,260.72
ACTION MANUFACTURING	2,150	0.07015%	10,174.00	11,700.10			57.93	21,816.18
HAMPSHIRE MANUFACTURING CORP.	2,075	0.06770%	9,819.10	11,291.96		11,291.96		32,403.02
IMPERIAL MACHINE CORPORATION	2,035	0.06640%	9,629.81	11,074.28			54.81	20,649.29
ROSENTHAL TECHNIK	2,035	0.06640%	9,629.81	11,074.28		11,074.28		31,778.38
CLAROSTAT MFG. COMPANY, INC.	2,015	0.06575%	9,535.17	10,965.45			233.73	20,266.89
CHARLES D. BURNS	1,980	0.06460%	9,369.55	10,774.98				20,144.53
GOULD INC./ALLIED CONTROL DIV.	1,980	0.06460%	9,369.55	10,774.98		10,774.98		30,919.51
S & H PRECISION MANUFACTURING CO.	1,974	0.06441%	9,341.15	10,742.33				20,083.48
GTE PRODUCTS CORP.	1,960	0.06395%	9,274.91	10,666.14			52.93	19,888.12
INDEPENDENT CABLE, INC.	1,925	0.06281%	9,109.28	10,475.67				19,584.96

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ALBANY INTERNATIONAL TECHNICAL FAB.	1,865	0.06085%	8,825.36	10,149.16				18,974.52
FAIRCHILD CAMERA & INSTRUMENT CORP.	1,855	0.06053%	8,778.04	10,094.74			50.37	18,822.41
GUARDIAN CORP. (COOPER INDUSTRIES)	1,760	0.05743%	8,328.49	9,577.76				17,906.25
STERLING CLARK LUTTON	1,760	0.05743%						15,179.91
CHEM-CLEAN FURNITURE RESTORATION (YAR)	1,675	0.05465%	7,926.26	9,115.20		9,115.20		26,156.65
ADAMS PLASTIC COMPANY, INC.	1,660	0.05416%	7,855.28	9,033.57		9,033.57		25,922.41
ELECTRO-FILMS, INC.	1,595	0.05204%	7,547.69	8,679.84		8,679.84		24,907.38
UNITRODE CORP.	1,595	0.05204%	7,547.69	8,679.84				16,227.53
BALFOUR COMPANY, L.G., INC.	1,540	0.05025%	7,287.43	8,380.54			37.80	15,630.16
SONGO OF MAINE, INC.	1,500	0.04894%	7,098.14	8,162.86		8,162.86		23,423.87
BENT CO., GEORGE B.	1,485	0.04845%	7,027.16	8,081.23		8,081.23		23,189.63
EDWARDS COMPANY	1,485	0.04845%	7,027.16	8,081.23			44.05	15,064.34
BAKER COMPANY, INC., THE	1,430	0.04666%	6,766.90	7,781.93			38.51	14,510.31
BRYANT GRINDER CORPORATION	1,430	0.04666%	6,766.90	7,781.93			38.51	14,510.31
NASHUA WOOD PRODUCTS INCORPORATED	1,430	0.04666%	6,766.90	7,781.93			38.04	14,510.78
DEVON CORPORATION	1,421	0.04637%	6,724.31	7,732.95			38.29	14,418.97
PRUEFER MANUFACTURING COMPANY	1,412	0.04607%	6,681.72	7,683.97		7,683.97		22,049.67
NRC INCORPORATED	1,405	0.04584%	6,648.59	7,645.88			33.83	14,260.64
SPECTRUM COATINGS LAB	1,375	0.04486%	6,506.63	7,482.62			37.07	13,952.18
MILTON BRADLEY COMPANY	1,350	0.04405%	6,388.33	7,346.58			36.34	13,698.56
PORT POLY INCORPORATED	1,335	0.04356%	6,317.35	7,264.95				13,582.29
OMNI-WAVE ELECTRONICS CORPORATION	1,320	0.04307%	6,246.36	7,183.32			35.51	13,394.17
VALIANT FINISHING COMPANY	1,320	0.04307%	6,246.36	7,183.32			35.65	13,394.03
McCORD WINN DIVISION	1,320	0.04307%	6,246.36	7,183.32			35.65	13,394.03
CONSOLIDATED CONTROLS (EATON CORP.)	1,287	0.04199%	6,090.21	7,003.74				13,093.94
TEK COATINGS	1,270	0.04144%	6,009.76	6,911.22			44.63	12,876.35
PARLEX CORPORATION	1,265	0.04128%	5,986.10	6,884.01			34.06	12,836.05
IONICS, INC.	1,265	0.04128%	5,986.10	6,884.01			34.06	12,836.05
L & A HEEL CORP.	1,260	0.04111%	5,962.44	6,856.80			33.94	12,785.30
DIELECTRIC COMMUNICATION	1,240	0.04046%	5,867.80	6,747.97			33.48	12,582.28
COLUMBIA MANUFACTURING CO.	1,170	0.03818%	5,536.55	6,367.03			31.55	11,872.03
MORGAN CONSTRUCTION COMPANY	1,155	0.03769%	5,465.57	6,285.40			31.22	11,719.75

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON- SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
QUIN-T CORPORATION	1,100	0.03589%	5,205.30	5,986.10			66.00	11,125.40
HEBRON ACADEMY	1,070	0.03491%	5,063.34	5,822.84			12.87	10,873.31
BANTON, INC.	1,055	0.03442%	4,992.36	5,741.21			31.44	10,702.13
SPEIDEL	1,045	0.03410%	4,945.04	5,686.79			28.20	10,603.63
RICH TOOL & DIE COMPANY	1,045	0.03410%	4,945.04	5,686.79			28.20	10,603.63
AMPLEX	1,039	0.03390%	4,916.65	5,654.14				10,570.79
KARELIS WOOD HEEL CO., M	1,020	0.03328%	4,826.74	5,550.75			27.47	10,350.01
SPRAY ME, INC.	990	0.03230%	4,684.77	5,387.49			23.25	10,049.01
MICROWAVE TECHNIQUES INCORPORATED	990	0.03230%	4,684.77	5,387.49			26.78	10,045.48
PEARSE LEATHER COMPANY, INC.	990	0.03230%	4,684.77	5,387.49		5,387.49		15,459.75
HARRINGTON & RICHARDSON, INC.	990	0.03230%	4,684.77	5,387.49		5,387.49		15,459.75
ELECTRISOLA, INC.	990	0.03230%	4,684.77	5,387.49			32.73	10,039.53
JAMES RIVER - OTIS INC.	990	0.03230%	4,684.77	5,387.49			26.78	10,045.48
BALL & SOCKET PLASTICS, INC.	990	0.03230%	4,684.77	5,387.49				10,072.26
LAWRENCE LEATHER CO., A.C.	987	0.03220%	4,670.58	5,371.16				10,041.74
MAINE PRINTING & BUSINESS FORMS CO.	970	0.03165%	4,590.13	5,278.65			30.59	9,838.19
MARKEM	910	0.02969%	4,306.21	4,952.14			24.61	9,233.73
NORTHAMPTON MANUFACTURING CO.	899	0.02933%	4,254.15	4,892.28		4,892.28		14,038.70
HOLYOKE CARD & PAPER CO.	880	0.02871%	4,164.24	4,788.88				8,953.12
ADAMS COMPANY, J.K.	880	0.02871%	4,164.24	4,788.88			23.76	8,929.36
AMERICAN CAN COMPANY (CASCO BAY)	880	0.02871%	4,164.24	4,788.88			23.76	8,929.36
LUNT SILVERSMITHS	880	0.02871%	4,164.24	4,788.88			23.76	8,929.36
FOXBORO COMPANY, THE	860	0.02806%	4,069.60	4,680.04			23.15	8,726.49
GRUMBACHER, INC., M.	855	0.02790%	4,045.94	4,652.83			24.61	8,674.16
FIBERGLASS PRODUCTS INCORPORATED	850	0.02773%	4,022.28	4,625.62			22.92	8,624.98
ARK-LES SWITCH CO.	840	0.02741%	3,974.96	4,571.20			51.15	8,495.01
DIAPHRAGM INDUSTRIES, INC.	825	0.02692%	3,903.98	4,489.57			22.17	8,371.38
HILL ACME	825	0.02692%	3,903.98	4,489.57			43.10	8,350.45
MAINE YANKEE ATOMIC POWER COMPANY	825	0.02692%	3,903.98	4,489.57			22.17	8,371.38
EATON CORPORATION	798	0.02604%	3,776.21	4,342.64				8,118.85
DATL, INC.	785	0.02561%	3,714.69	4,271.90				7,986.59
STYLETEK	770	0.02512%	3,643.71	4,190.27			25.18	7,808.80

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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MAINE MEDICAL CENTER	770	0.02512%	3,643.71	4,190.27			19.79	7,814.19
KINGFIELD WOOD PRODUCTS	770	0.02512%	3,643.71	4,190.27			19.45	7,814.53
MODERN ELECTROPLATING COMPANY, INC.	745	0.02431%	3,525.41	4,054.22			20.01	7,559.62
BURTON INDUSTRIES	740	0.02415%	3,501.75	4,027.01		4,027.01		11,555.77
NORTHEAST SHOE COMPANY	715	0.02333%	3,383.45	3,890.96			19.33	7,255.08
BECTON-DICKINSON DIVISION	715	0.02333%	3,383.45	3,890.96				7,274.41
ALLTEX-STANDARD UNIFORM	675	0.02202%						3,424.60
DANFORTH DIV. OF EASTERN CO.	675	0.02202%	3,194.16	3,673.29				6,867.45
PHOTO FABRICATION ENGINEERING	670	0.02186%	3,170.50	3,646.08			36.55	6,780.03
VELCRO USA, INC.	670	0.02186%	3,170.50	3,646.08			18.13	6,798.45
RUDOLPH BEAVER COMPANY	660	0.02153%	3,123.18	3,591.66			34.79	6,680.05
ENVIRONMENTAL SYSTEMS CORP.	660	0.02153%	3,123.18	3,591.66			17.74	6,697.10
ARTFAIRE COMPANY, INC.	660	0.02153%	3,123.18	3,591.66			17.74	6,697.10
SAFETY KLEEN CORP.	655	0.02137%	3,099.52	3,564.45			17.62	6,646.35
G & L MACHINE INCORPORATED	650	0.02121%	3,075.86	3,537.24			17.52	6,595.58
BARRY CONTROLS DIV.	650	0.02121%	3,075.86	3,537.24			17.52	6,595.58
DATA GENERAL CORP.	645	0.02105%	3,052.20	3,510.03			18.82	6,543.41
STINSON CANNING CO.	645	0.02105%	3,052.20	3,510.03			23.25	6,538.98
LAMSON AND GOODNOW MFG. CO.	605	0.01974%	2,862.92	3,292.35				6,155.27
COOPERATIVE MICROWAVE	605	0.01974%	2,862.92	3,292.35			16.31	6,138.96
ELMERS PIPE, INC.	605	0.01974%	2,862.92	3,292.35			19.28	6,135.99
ELECTRONICS CORPORATION OF AMERICA	605	0.01974%	2,862.92	3,292.35			11.54	6,143.73
MESSER COMPANY, W.A.	605	0.01974%	2,862.92	3,292.35			16.31	6,138.96
HEWITTS AUTO BODY	605	0.01974%	2,862.92	3,292.35		3,292.35		9,447.63
ELECTRIX, INC.	596	0.01945%	2,820.33	3,243.38				6,063.71
PAK 2000/DIVISION OF OCAR PRODUCTS	595	0.01941%	2,815.60	3,237.94			16.09	6,037.44
CROSBY GROUP LAUGHLIN PLANT	590	0.01925%	2,791.94	3,210.73		3,210.73		9,213.39
NUROCO WOODWORKING COMPANY	570	0.01860%	2,697.29	3,101.89			15.35	5,783.83
TRANSCOM ELECTRONICS, INC.	560	0.01827%	2,649.97	3,047.47			15.12	5,682.32
GREENBERG COMPANY, B.B.	550	0.01795%	2,602.65	2,993.05			14.90	5,580.80
CHEM-CLEAN FURNITURE RESTORATION (ALLE	550	0.01795%						4,000.00
AMERICAN STABILIS, INC.	540	0.01762%	2,555.33	2,938.63			12.63	5,481.33



APPENDIX D

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UNION CHEMICAL COMPANY SITE

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 Additional premium for PRPs who have never settled: 115.00%

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
BRUNSWICK NAVAL AIR STATION	500	0.01631%	2,366.05	2,720.95		2,720.95		7,807.96
WRIGHT, G.F. STEEL AND WIRE	495	0.01615%	2,342.39	2,693.74			13.30	5,022.83
SCA CHEMICAL SERVICES	495	0.01615%	2,342.39	2,693.74			13.30	5,022.83
VINER BROS., INC. (WOLVERINE WORLD WID	495	0.01615%	2,342.39	2,693.74				5,036.13
TECHNIPOWER, INC.	495	0.01615%	2,342.39	2,693.74				5,036.13
BORDUAS GRAPHICS, INC.	480	0.01566%	2,271.41	2,612.12				4,883.52
COLONIAL SERVICES	440	0.01436%	2,082.12	2,394.44				4,476.56
PRESSMET CORPORATION	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
AMF INC., ELECTROMAGNETICS DIVISION	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
HARRIS, INC., SAMUEL P.	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
HADCO PRINTED CIRCUITS INC.	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
PRECISION COMPONENTS, INC.	440	0.01436%	2,082.12	2,394.44				4,476.56
KITTERY LDY., INC.	440	0.01436%	2,082.12	2,394.44			11.89	4,464.67
WESTFIELD ELECTRO	440	0.01436%	2,082.12	2,394.44				4,476.56
HAMBLETT & HAYES - POLAR CHEMICALS	420	0.01370%	1,987.48	2,285.60			11.26	4,261.82
PARAMETRICS	400	0.01305%	1,892.84	2,176.76			10.80	4,058.80
ENSIGN BICKFORD COMPANY	385	0.01256%	1,821.86	2,095.13			95.89	3,821.10
GROBET FILE CO.	385	0.01256%	1,821.86	2,095.13		2,095.13		6,012.13
HALLOWELL SHOE	385	0.01256%	1,821.86	2,095.13			10.46	3,906.53
QUALITY SPRAYING & STENCILING CO.	385	0.01256%	1,821.86	2,095.13				3,916.99
CONVERTS DESIGN & ART	376	0.01227%	1,779.27	2,046.16		2,046.16		5,871.58
CONTINENTAL CORP.	375	0.01224%	1,774.54	2,040.72			10.06	3,805.19
EMHART CORP.	370	0.01207%	1,750.87	2,013.51				3,764.38
SUMMAGRAPHS CORPORATION	360	0.01175%	1,703.55	1,959.09			9.72	3,652.92
CLARK SAWYER, INC.	330	0.01077%						1,588.06
ASTRO ENTERPRISES	330	0.01077%	1,561.59	1,795.83		1,795.83		5,153.25
PROCESS EASY CORPORATION	330	0.01077%	1,561.59	1,795.83		1,795.83		5,153.25
MADISON/WIL TEC INSUL WIRE	330	0.01077%	1,561.59	1,795.83		1,795.83		5,153.25
FOSTER COMPANY, INC., S.N.	330	0.01077%	1,561.59	1,795.83			6.28	3,351.14
TRANSCO	330	0.01077%	1,561.59	1,795.83				3,357.42
KENWAY CORPORATION	330	0.01077%	1,561.59	1,795.83			8.02	3,349.40
BULL METAL PRODUCTS	327	0.01067%	1,547.39	1,779.50				3,326.90

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

ASSUMPTIONS:

Total volume: 3,064,789  
 Cost basis for settlement: \$14,502,871  
 Minimum total payment for each settling PRP: \$500  
 Cost share: % total volume x cost basis  
 Basic settlement premium: 115.00%  
 Add'tl premium for PRPs who settled for pre-May 22, 1987 costs but not RI/FS costs: volumetric share x \$1,250,000 x 2.5  
 Additional premium for PRPs who have never settled: 115.00%

PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON-SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
AUTOWIZE	300	0.00979%	1,419.63	1,632.57			8.02	3,044.18
ASCUTNEY METAL PRODUCTS, INC.	300	0.00979%	1,419.63	1,632.57			8.02	3,044.18
PARKER METAL CORPORATION	275	0.00897%	1,301.33	1,496.52			7.45	2,790.40
WHITMAN PRODUCTS LIMITED	275	0.00897%	1,301.33	1,496.52				2,797.85
KNOX WOOLEN COMPANY	275	0.00897%	1,301.33	1,496.52			7.45	2,790.40
INTERCONICS (SHELD AHL'S CIRC. DIV.)	275	0.00897%	1,301.33	1,496.52			7.45	2,790.40
SNO-CRAFT	275	0.00897%	1,301.33	1,496.52		1,496.52		4,294.38
GORAL MACHINE COMPANY	275	0.00897%	1,301.33	1,496.52		1,496.52		4,294.38
DRESSER IND.	265	0.00865%	1,254.01	1,442.11			7.21	2,688.90
CARR COMPANY (TRW)	260	0.00848%	1,230.34	1,414.90			6.94	2,638.30
CENTRAL COATING	250	0.00816%	1,183.02	1,360.48			6.71	2,536.79
STADIUM AUTO BODY	250	0.00816%	1,183.02	1,360.48			6.71	2,536.79
MELVILLE CORPORATION	250	0.00816%	1,183.02	1,360.48				2,543.50
SPROUL DRY CLEANERS	250	0.00816%						1,271.75
LEVINSON AUDIO SYSTEMS LTD., MARK	240	0.00783%	1,135.70	1,306.06		1,306.06		3,747.82
AUDIO ACCESSORIES, INC.	230	0.00750%	1,088.38	1,251.64			6.26	2,333.76
REC-TEC INCORPORATED	225	0.00734%	1,064.72	1,224.43		1,224.43		3,513.58
HERMAN SHOE CO.	220	0.00718%	1,041.06	1,197.22			4.37	2,233.91
MEYER/WORLD PACKAGING MACHINERY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
NEW ENGLAND AEROSOL AND PACKAGING	220	0.00718%	1,041.06	1,197.22				2,238.28
NEW ENGLAND RACK	220	0.00718%	1,041.06	1,197.22				2,238.28
MONARCH INDUSTRIES INCORPORATED	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
AMPAD INCORPORATED	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
EDLUND COMPANY, INC.	220	0.00718%	1,041.06	1,197.22				2,238.28
MILLER SHOES	220	0.00718%	1,041.06	1,197.22				2,238.28
STULTZ ELECTRIC COMPANY	220	0.00718%	1,041.06	1,197.22			6.04	2,232.24
ARDEN JEWELRY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
LEVIN PLATING COMPANY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
ESTEN MACHINE COMPANY	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
COLUMBIA DRY CLEANERS	220	0.00718%	1,041.06	1,197.22			5.85	2,232.43
MORNIGSTAR OF MAINE	210	0.00685%	993.74	1,142.80				2,136.54
FREM CORPORATION	200	0.00653%	946.42	1,088.38			5.41	2,029.39

## APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

## =====

## ASSUMPTIONS:

Total volume: 3,064,789  
 Cost basis for settlement: \$14,502,871  
 Minimum total payment for each settling PRP: \$500  
 Cost share: % total volume x cost basis  
 Basic settlement premium: 115.00%  
 Add'l premium for PRPs who settled for pre-May 22, 1987 costs but not RI/FS costs: volumetric share x \$1,250,000 x 2.5  
 Additional premium for PRPs who have never settled: 115.00%

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON- SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
SHEPHERD CHEVROLET, INC.	195	0.00636%	922.76	1,061.17			5.28	1,978.65
BIF	190	0.00620%	899.10	1,033.96			178.30	1,754.76
KEN AUSTIN	180	0.00587%	851.78	979.54		979.54		2,810.86
SPAULDING & SLYE	180	0.00587%						1,187.25
KENNEBUNK, TOWN OF	175	0.00571%	828.12	952.33		952.33		2,732.78
ERVING PAPER	165	0.00538%	780.80	897.91			4.43	1,674.28
POWER ELECTRONICS, INC.	165	0.00538%	780.80	897.91				1,678.71
DIENES & NEUENKAMP, INC.	165	0.00538%	780.80	897.91			260.72	1,417.99
PHALO CORPORATION	165	0.00538%	780.80	897.91			4.43	1,674.28
PACESETTER PRODUCTS INCORPORATED	165	0.00538%	780.80	897.91		897.91		2,576.63
KNOX SEMICONDUCTOR	165	0.00538%	780.80	897.91			4.43	1,674.28
CHEM-CLEAN FURNITURE RESTORATION (SP)	165	0.00538%	780.80	897.91			4.43	1,674.28
SURFACE COATINGS	165	0.00538%	780.80	897.91			4.43	1,674.28
INTERNATIONAL STENCIL	165	0.00538%	780.80	897.91				1,678.71
CONWAY OFFICE PRODUCTS	165	0.00538%	780.80	897.91			11.89	1,666.82
GENESIS PHYSICS CORPORATION	165	0.00538%	780.80	897.91		897.91		2,576.63
CAMDEN TANNING CORPORATION	165	0.00538%	780.80	897.91			4.43	1,674.28
METALART BUCKLE COMPANY	165	0.00538%	780.80	897.91			4.43	1,674.28
ASTRO WIRE & CABLE	165	0.00538%	780.80	897.91			4.43	1,674.28
STAHL FINISH	165	0.00538%	780.80	897.91			4.81	1,673.90
ALCO DISPENSING SYSTEM	165	0.00538%	780.80	897.91			4.43	1,674.28
ARWOOD MACHINE	165	0.00538%	780.80	897.91				1,678.71
USM CORPORATION - BAILEY DIVISION	165	0.00538%	780.80	897.91				1,678.71
FOTHERGILL COMPOSITES INCORPORATED	165	0.00538%	780.80	897.91			4.43	1,674.28
FRANKLIN ELECTROPLATING	162	0.00529%	766.60	881.59				1,648.19
HOBSON & MOTZER	156	0.00509%	738.21	848.94				1,587.14
JBT SWITCHES (EATON)	156	0.00509%	738.21	848.94			4.24	1,582.90
COOLEY, INC.	150	0.00489%	709.81	816.29			4.09	1,522.01
AMERICAN BILTRITE CORPORATION	150	0.00489%	709.81	816.29				1,526.10
BRUNELL ELECTROPLATING CORP., A.A.	150	0.00489%	709.81	816.29		816.29		2,342.39
TOURAINA PAINTS	150	0.00489%	709.81	816.29			9.45	1,516.65
GENERAL TIRE	150	0.00489%	709.81	816.29			4.09	1,522.01

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APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

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 Additional premium for PRPs who have never settled: 115.00%

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON- SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
LCP-MAINE, INC.	130	0.00424%	615.17	707.45			3.48	1,319.14
BASS HARBOR MARINE	110	0.00359%	520.53	598.61				1,119.14
INDIANA SCREW MACHINE	110	0.00359%	520.53	598.61			23.33	1,095.81
SILICON TRANSISTOR CORPORATION	110	0.00359%	520.53	598.61			3.02	1,116.12
TADCO, INC.	110	0.00359%	520.53	598.61			3.27	1,115.87
LIBERTY RESEARCH CORPORATION	110	0.00359%	520.53	598.61			3.02	1,116.12
CHEM-CLEAN FURNITURE RESORATION (ALF)	110	0.00359%	520.53	598.61		598.61		1,717.75
U.S. COAST GUARD STATION	110	0.00359%	520.53	598.61			2.61	1,116.53
CLINTON INSTRUMENT	110	0.00359%	520.53	598.61				1,119.14
AMERICAN BUSINESS SYSTEMS	110	0.00359%	520.53	598.61			3.02	1,116.12
THEATRE TECHNIQUES	110	0.00359%	520.53	598.61				1,119.14
TEX-TECH INDUSTRIES, INC.	110	0.00359%	520.53	598.61			3.02	1,116.12
WHITE BOAT & CANOE	110	0.00359%	520.53	598.61		598.61		1,717.75
WEBER HOSPITAL ASSOCIATION	110	0.00359%	520.53	598.61			3.02	1,116.12
COMPUTROL (KIDDE)	100	0.00326%	473.21	544.19				1,017.40
S & S PLASTICS CO.	100	0.00326%	473.21	544.19			2.61	1,014.79
SHAPE INC./SHAPE SYSTEMS DESIGN I	65	0.00212%	307.59	353.72			45.43	615.88
STRIAR TEXTILE MILL	60	0.00196%	283.93	326.51			20.85	589.59
GLOBAL SPECIALTIES, INC.	55	0.00179%	260.27	299.30				559.57
NACHI BEARING COMPANY	55	0.00179%	260.27	299.30			23.33	536.24
AFFILIATED LABORATORIES, INC.	55	0.00179%	260.27	299.30			23.33	536.24
SCOLA ENTERPRISES	55	0.00179%	260.27	299.30			23.33	536.24
MATCHLETT	55	0.00179%	260.27	299.30				559.57
PERVEL INDUSTRIES	55	0.00179%	260.27	299.30				559.57
JET LINE POLLUTION CONTROL	55	0.00179%						
ADVENTURING MANUFACTURING	55	0.00179%	260.27	299.30				559.57
CROWALLOY STANDARD FOUNDRY	55	0.00179%	260.27	299.30		299.30		858.88
DATA PRODUCTS, NEW ENGLAND, INC.	52	0.00170%	246.07	282.98			24.81	504.24
COLBY COLLEGE	50	0.00163%	236.60	272.10				508.70
SEVCON, DIV. TECH/OPS	50	0.00163%	236.60	272.10			25.80	500.00
MID-STATE MACHINE	50	0.00163%	236.60	272.10			25.80	500.00
LEEN COMPANY	50	0.00163%	236.60	272.10			25.80	500.00

APPENDIX D

DE MINIMIS GENERATOR PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

Total volume: 3,064,789  
 Cost basis for settlement: \$14,502,871  
 Minimum total payment for each settling PRP: \$500  
 Cost share: % total volume x cost basis  
 Basic settlement premium: 115.00%  
 Add'l premium for PRPs who settled for pre-May 22, 1987 costs but not RI/FS costs: volumetric share x \$1,250,000 x 2.5  
 Additional premium for PRPs who have never settled: 115.00%

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	BASIC PREMIUM (\$)	RI/FS NON- SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
LIBBEY COMPANY, W.S.	10	0.00033%	47.32	54.42			45.43	500.00
FMC CORPORATION	4	0.00013%	18.93	21.77			48.40	500.00
TOTAL VOLUME SENT TO SITE	3,064,789							
TOTAL AT 0.20% DE MINIMIS CUTOFF	329,865	10.76306%	1,512,708.63	1,739,614.93	9,905.86	169,716.80	10,708.66	3,479,637.67

APPENDIX D

DE MINIMIS TRANSPORTER AND BROKER PRP SETTLEMENT PAYMENTS  
UNION CHEMICAL COMPANY SITE

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ASSUMPTIONS:

Total volume: 3,064,789  
 Cost basis for settlement: \$14,502,871  
 Minimum total payment for each settling PRP: \$500.00  
 Cost share: % total volume x cost basis  
 Basic settlement premium: 115.00%  
 Add'l premium for PRPs who settled pre May 22, 1987 costs but not RI/FS: volumetric share x \$1,250,000 x 2.5  
 Additional premium for PRPs who have never settled: 115.00%  
 If a PRP is both transporter and generator, it pays the amount associated with the higher volume (marked by an asterix)

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PRP	TOTAL VOLUME (GAL)	% TOTAL VOLUME	COST SHARE (\$)	SETTLEMENT PREMIUM (\$)	NON-RI/FS SETTLOR PREMIUM (\$)	NON-SETTLOR PREMIUM (\$)	CREDIT ADJUSTMENT (\$)	TOTAL PAYMENT (\$)
*CHEMICAL RECOVERY INC.	4,370	0.14259%	20,679.25	23,781.14			128.61	44,331.78
SUFFOLK SERVICES	4,090	0.13345%						18,416.90
NEW ENGLAND INDUSTRIAL WASTE (BROKER)	3,930	0.12823%	18,597.13	21,386.70				39,983.83
ST. JOHNSBURY TRUCKING CO.	1,215	0.03964%						6,677.22
TOTAL WASTE MANAGEMENT	675	0.02202%						3,442.85
COLES EXPRESS	661	0.02157%	3,127.91	3,597.10		3,597.10		10,322.12
KALLOCH FUEL SERVICE	250	0.00816%						1,271.75
TOTAL VOLUME SENT TO SITE	3,064,789							
TOTAL AT 0.20% CUT-OFF		0.49566%	42,404.30	48,764.94	0.00	3,597.10	128.61	124,446.45

## APPENDIX E

## SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
117	ACTION MANUFACTURING	2150.000	0.06397	\$1,055.25	\$1,113.18	\$57.93
165	ADAMS COMPANY, J K	880.000	0.02618	\$431.87	\$455.63	\$23.76
113	ADAMS-RUSSEL CO, INC.	2420.000	0.07200	\$1,187.71	\$1,252.98	\$65.27
240	AFFILIATED LABORATORIES INC.	55.000	0.00164	\$27.05	\$50.38	\$23.33
126	ALBANY INTERNATIONAL TECHNICAL FABRICS	1865.000	0.05549	\$915.36	\$737.81	\$0.00
231	ALCO DISPENSING SYSTEMS	165.000	0.00491	\$81.00	\$85.43	\$4.43
183	ALLTEX-STANDARD UNIFORM	675.000	0.02008	\$331.24	\$349.49	\$18.25
236	AMERICAN BUSINESS SYSTEMS	110.000	0.00327	\$53.94	\$56.96	-\$3.02
165	AMERICAN CAN COMPANY (CASCO BAY)	880.000	0.02618	\$431.87	\$455.63	\$23.76
83	AMERICAN ELECTRO	3905.000	0.11618	\$1,916.51	\$227.82	\$0.00
202	AMERICAN STABILIS INC	467.581	0.01391	\$229.46	\$242.09	\$12.63
204	AMF INC, ELECTROMAGNETICS DIVISION	440.000	0.01309	\$215.93	\$227.82	\$11.89
223	AMPAD INCORPORATED	220.000	0.00655	\$108.05	\$113.90	\$5.85
92	AMTROL INC	3365.000	0.10012	\$1,651.58	\$1,742.27	\$90.69
223	ARDEN JEWELRY	220.000	0.00655	\$108.05	\$113.90	\$5.85
171	ARK-LES SWITCH CO	840.000	0.02499	\$412.24	\$463.39	\$51.15
185	ARTFAIRE COMPANY INC	660.000	0.01964	\$323.98	\$341.72	\$17.74
216	ASCUTNEY METAL PRODUCTS INC	300.000	0.00893	\$147.31	\$155.33	\$8.02
231	ASTRO WIRE & CABLE	165.000	0.00491	\$81.00	\$85.43	\$4.43
221	AUDIO ACCESSORIES INC	230.000	0.00684	\$112.83	\$119.09	\$6.26
216	AUTOWIZE	300.000	0.00893	\$147.31	\$155.33	\$8.02
217	B I F	275.000	0.00818	\$134.94	\$313.24	\$178.30
137	BAKER COMPANY INC, THE	1430.000	0.04255	\$701.90	\$740.41	\$38.51
141	BALFOUR COMPANY, L G, INC	1400.000	0.04165	\$687.06	\$724.86	\$37.80
155	BANTON INC	1165.000	0.03466	\$571.75	\$603.19	\$31.44
187	BARRY CONTROLS DIV	650.000	0.01934	\$319.03	\$336.55	\$17.52
180	BECTON-DICKINSON DIVISION	715.000	0.02127	\$350.87	\$100.01	\$0.00
72	BOTTOMS-USA INC.	5336.000	0.15876	\$2,618.90	\$2,364.10	\$0.00
137	BRYANT GRINDER CORPORATION	1430.000	0.04255	\$701.90	\$740.41	\$38.51
109	BURNDY CORPORATION	2739.283	0.08150	\$1,344.42	\$1,418.30	\$73.88
231	CAMDEN TANNING CORPORATION	165.000	0.00491	\$81.00	\$85.43	\$4.43
106	CARLETON WOOLEN MILLS	2800.000	0.08331	\$1,374.28	\$1,449.73	\$75.45
219	CARR COMPANY	260.000	0.00774	\$127.68	\$134.62	\$6.94
220	CENTRAL COATING	250.000	0.00744	\$122.73	\$129.44	\$6.71
195	CHEM-CLEAN FURNITURE RESTORATION (ALLEN)	550.000	0.01636	\$269.87	\$284.77	\$14.90
231	CHEM-CLEAN FURNITURE RESTORATION (SP)	165.000	0.00491	\$81.00	\$85.43	\$4.43
70	CHEMICAL POLLUTION CONTROL INC.	5390.000	0.16036	\$2,645.30	\$2,752.94	\$107.64
75	CHEMICAL RECOVERY INC.	4770.000	0.14192	\$2,341.11	\$2,469.72	\$128.61
114	CHURCH SEAT COMPANY	2350.000	0.06992	\$1,153.40	\$1,216.74	\$63.34
100	CIAMBRO CORPORATION	3135.000	0.09327	\$1,538.58	\$1,623.19	\$84.61
120	CLAROSTAT MFG. COMPANY, INC.	2040.000	0.06069	\$1,001.14	\$1,234.87	\$233.73

## SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
223	COLUMBIA DRY CLEANERS	220.000	0.00655	\$108.05	\$113.90	\$5.85
154	COLUMBIA MANUFACTURING CO	1170.000	0.03481	\$574.23	\$605.78	\$31.55
108	CONGRESS TECHNICAL SPRAY CO	2750.000	0.08182	\$1,349.70	\$1,423.84	\$74.14
172	CONSOLIDATED CONTROLS	832.000	0.02475	\$408.28	\$350.01	\$0.00
210	CONTINENTAL CORP	375.000	0.01116	\$184.10	\$194.16	\$10.06
204	CONWAY OFFICE PRODUCTS	440.000	0.01309	\$215.93	\$227.82	\$11.89
233	COOLEY, INC.	150.000	0.00446	\$73.57	\$77.66	\$4.09
190	COOPERATIVE MICROWAVE	605.000	0.01800	\$296.93	\$313.24	\$16.31
182	DATA GENERAL CORP	700.000	0.02083	\$343.61	\$362.43	\$18.82
241	DATA PRODUCTS, NEW ENGLAND INC.	52.000	0.00155	\$25.57	\$50.38	\$24.81
175	DATEL INC.	785.000	0.02336	\$385.35	\$349.10	\$0.00
93	DAVOL INC	3355.000	0.09982	\$1,646.63	\$1,737.09	\$90.46
138	DEVON CORPORATION	1421.000	0.04228	\$697.45	\$735.74	\$38.29
83	DEXTER SHOE COMPANY	3905.000	0.11618	\$1,916.51	\$2,021.86	\$105.35
105	DIAMOND MACHINE COMPANY	2860.000	0.08509	\$1,403.64	\$1,480.80	\$77.16
173	DIAPHRAGM INDUSTRIES INC	825.000	0.02455	\$404.98	\$427.15	\$22.17
152	DIELECTRIC COMMUNICATION	1240.000	0.03689	\$608.54	\$642.02	\$33.48
231	DIENES & NEUENKAMP, INC.	165.000	0.00491	\$81.00	\$341.72	\$260.72
218	DRESSER IND	265.000	0.00788	\$129.99	\$137.20	\$7.21
132	EDWARDS COMPANY	1652.000	0.04915	\$810.78	\$854.83	\$44.05
153	ELECTRISOLA INC	1212.390	0.03607	\$595.01	\$627.74	\$32.73
174	ELECTRIX INC	816.000	0.02428	\$400.52	\$109.25	\$0.00
206	ELECTRONICS CORPORATION OF AMERICA	425.002	0.01264	\$208.51	\$220.05	\$11.54
181	ELMERS PIPE INC	713.000	0.02121	\$349.88	\$369.16	\$19.28
209	ENSGN BICKFORD COMPANY	385.000	0.01145	\$188.88	\$284.77	\$95.89
185	ENVIRONMENTAL SYSTEMS CORP	660.000	0.01964	\$323.98	\$341.72	\$17.74
231	ERVING PAPER	165.000	0.00491	\$81.00	\$85.43	\$4.43
223	ESTEN MACHINE COMPANY	220.000	0.00655	\$108.05	\$113.90	\$5.85
125	FAIRCHILD CAMERA & INSTRUMENT CORP	1870.000	0.05564	\$917.84	\$968.21	\$50.37
169	FIBERGLASS PRODUCTS INCORPORATED.	850.000	0.02529	\$417.18	\$440.10	\$22.92
245	FMC CORPORATION	4.000	0.00012	\$1.98	\$50.38	\$48.40
213	FOSTER INC, S N	330.000	0.00982	\$161.99	\$168.27	\$6.28
231	FOTHERGILL COMPOSITES INCORPORATED	165.000	0.00491	\$81.00	\$85.43	\$4.43
168	FOXBORO	860.000	0.02559	\$422.13	\$445.28	\$23.15
203	FRANKLIN ELECTROPLATING	458.000	0.01363	\$224.84	\$107.69	\$0.00
226	FREM CORPORATION	200.000	0.00595	\$98.15	\$103.56	\$5.41
187	G & L MACHINE INCORPORATED	650.000	0.01934	\$319.03	\$336.55	\$17.52
233	GENERAL TIRE	150.000	0.00446	\$73.57	\$77.66	\$4.09
195	GREENBERG COMPANY, B B	550.000	0.01636	\$269.87	\$284.77	\$14.90
164	GRUMBACHER INC., M.	910.000	0.02707	\$446.55	\$471.16	\$24.61
122	GTE PRODUCTS CORP	1960.000	0.05831	\$961.88	\$1,014.81	\$52.93



## SETTLEMENT CREDIT ANALYSIS

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204	HADCO PRINTED CIRCUITS INC	440.000	0.01309	\$215.93	\$227.82	\$11.89
209	HALLOWELL SHOE	385.000	0.01145	\$188.88	\$199.34	\$10.46
207	HAMBLETT & HAYES-POLAR CHEMICALS DIV	420.000	0.01250	\$206.20	\$217.46	\$11.26
204	HARRIS INC, SAMUEL P	440.000	0.01309	\$215.93	\$227.82	\$11.89
201	HEBRON ACADEMY	475.030	0.01413	\$233.09	\$245.96	\$12.87
223	HERMAN SHOE CO	220.000	0.00655	\$108.05	\$112.42	\$4.37
95	HI-G COMPANY INC (HARTFORD)	3298.440	0.09814	\$1,618.92	\$1,707.81	\$88.89
133	HILL ACME	1595.000	0.04745	\$782.74	\$825.84	\$43.10
65	HINCKLEY & COMPANY, HENRY R	6545.000	0.19473	\$3,212.27	\$3,388.75	\$176.48
121	IMPERIAL MACHINE CORPORATION	2035.000	0.06055	\$998.83	\$1,053.64	\$54.81
123	INDEPENDENT CABLE INC	1925.000	0.05727	\$944.73	\$939.74	\$0.00
240	INDIANA SCREW MACHINE	55.000	0.00164	\$27.05	\$50.38	\$23.33
217	INTERCONICS	275.000	0.00818	\$134.94	\$142.39	\$7.45
105	INTERSTATE UNIFORM SERVICES	2860.000	0.08509	\$1,403.64	\$1,480.80	\$77.16
149	IONICS INC	1265.000	0.03764	\$620.91	\$654.97	\$34.06
98	ITT-VULCAN ELECTRIC	3245.000	0.09655	\$1,592.69	\$1,680.14	\$87.45
160	JAMES RIVER-OTIS INC	990.000	0.02945	\$485.81	\$512.59	\$26.78
73	JAMESON & COMPANY INC, C F	5170.000	0.15382	\$2,537.41	\$2,867.30	\$329.89
232	JBT SWITCHES	156.000	0.00464	\$76.54	\$80.78	\$4.24
159	KARELIS WOOD HEEL CO, M	1020.000	0.03035	\$500.65	\$528.12	\$27.47
216	KENWAY CORPORATION	300.000	0.00893	\$147.31	\$155.33	\$8.02
179	KINGFIELD WOOD PRODUCTS	720.000	0.02142	\$353.34	\$372.79	\$19.45
204	KITTERY LDY INC	440.000	0.01309	\$215.93	\$227.82	\$11.89
231	KNOX SEMICONDUCTOR	165.000	0.00491	\$81.00	\$85.43	\$4.43
217	KNOX WOOLEN COMPANY	275.000	0.00818	\$134.94	\$142.39	\$7.45
150	L & A HEEL CORP	1260.000	0.03749	\$618.44	\$652.38	\$33.94
130	LAMSON AND GOODNOW MFG CO	605.000	0.01800	\$296.93	\$170.86	\$0.00
136	LAWRENCE LEATHER CO, A C	1487.000	0.04424	\$729.78	\$515.18	\$0.00
234	LCP - MAINE INC	130.000	0.00387	\$63.84	\$67.32	\$3.48
242	LEEN COMPANY	50.000	0.00149	\$24.58	\$50.38	\$25.80
223	LEVIN PLATING COMPANY	220.000	0.00655	\$108.05	\$113.90	\$5.85
244	LIBBEY COMPANY, W S	10.000	0.00030	\$4.95	\$50.38	\$45.43
236	LIBERTY RESEARCH CORPORATION	110.000	0.00327	\$53.94	\$56.96	\$3.02
165	LUNT SILVERSMITHS	880.000	0.02618	\$431.87	\$455.63	\$23.76
102	MADICO INCORPORATED	2980.000	0.08866	\$1,462.54	\$3,096.22	\$1,633.68
78	MAINE ELECTRONICS	4380.000	0.13031	\$2,149.59	\$4,970.52	\$2,820.93
178	MAINE MEDICAL CENTER	735.000	0.02187	\$360.77	\$380.56	\$19.79
157	MAINE PRINTING & BUSINESS FORMS CO	1135.000	0.03377	\$557.07	\$587.66	\$30.59
173	MAINE YANKEE ATOMIC POWER COMPANY	825.000	0.02455	\$404.98	\$427.15	\$22.17
164	MARKEM	910.000	0.02707	\$446.55	\$471.16	\$24.61
146	MCCORD WINN DIVISION	1320.000	0.03927	\$647.80	\$683.45	\$35.65

## SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987].

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190	MESSER COMPANY, W A	605.000	0.01800	\$296.93	\$313.24	\$16.31
231	METALART BUCKLE COMPANY	165.000	0.00491	\$81.00	\$85.43	\$4.43
223	MEYER/WORLD PACKAGING MACHINERY	220.000	0.00655	\$108.05	\$113.90	\$5.85
160	MICROWAVE TECHNIQUES INCORPORATED	990.000	0.02945	\$485.81	\$512.59	\$26.78
242	MID-STATE MACHINE	50.000	0.00149	\$24.58	\$50.38	\$25.80
144	MILTON BRADLEY COMPANY	1350.000	0.04017	\$662.64	\$698.98	\$36.34
176	MODERN ELECTROPLATING COMPANY INC	745.000	0.02217	\$365.72	\$385.73	\$20.01
63	MODUTEC INCORPORATED	6993.170	0.20806	\$3,432.16	\$3,620.80	\$188.64
223	MONARCH INDUSTRIES INCORPORATED	220.000	0.00655	\$108.05	\$113.90	\$5.85
97	MOORE CHEMICAL COMPANY	3250.000	0.09669	\$1,595.00	\$1,682.73	\$87.73
156	MORGAN CONSTRUCTION COMPANY	1155.000	0.03436	\$566.80	\$598.02	\$31.22
225	MORNIGSTAR OF MAINE	205.000	0.00610	\$100.63	\$77.66	\$0.00
240	NACHI BEARING COMPANY	55.000	0.00164	\$27.05	\$50.38	\$23.33
140	NASHUA WOOD PRODUCTS INCORPORATED	1410.000	0.04195	\$692.01	\$730.05	\$38.04
112	NICHOLS COMPANY, W H	2430.000	0.07230	\$1,192.66	\$1,258.17	\$65.51
233	NICHOLS FLUID MACHINERY DIVISION	150.000	0.00446	\$73.57	\$77.66	\$4.09
180	NORTHEAST SHOE COMPANY	715.000	0.02127	\$350.87	\$370.20	\$19.33
151	NRC INCORPORATED	1255.334	0.03735	\$616.13	\$649.96	\$33.83
193	NUROCO WOODWORKING COMPANY	570.000	0.01696	\$279.77	\$295.12	\$15.35
147	OMNI-WAVE ELECTRONICS CORPORATION	1318.135	0.03922	\$646.97	\$682.48	\$35.51
81	ORNSTEEN HEEL COMPANY, WM	4230.784	0.12588	\$2,076.52	\$2,190.54	\$114.02
191	PAK 2000/DIVISION OF OCOR PRODUCTS	595.000	0.01770	\$291.98	\$308.07	\$16.09
208	PARAMETRICS	400.000	0.01190	\$196.30	\$207.10	\$10.80
217	PARKER METAL CORPORATION	275.000	0.00818	\$134.94	\$142.39	\$7.45
149	PARLEX CORPORATION	1265.000	0.03764	\$620.91	\$654.97	\$34.06
100	PERMUTHANE	3135.000	0.09327	\$1,538.58	\$1,623.19	\$84.61
231	PHALO CORPORATION	165.000	0.00491	\$81.00	\$85.43	\$4.43
143	PHOTO FABRICATION ENGINEERING	1352.000	0.04022	\$663.47	\$700.02	\$36.55
79	POLY-STRUCTURES INCORPORATED	4270.000	0.12704	\$2,095.65	\$2,210.85	\$115.20
104	PONTIAC WEAVING CORPORATION	2900.000	0.08628	\$1,423.27	\$1,501.51	\$78.24
145	PORT POLY INCORPORATED	1335.000	0.03972	\$655.22	\$634.26	\$0.00
204	PRESSMET CORPORATION	440.000	0.01309	\$215.93	\$227.82	\$11.89
133	QUIN-T CORPORATION	1595.000	0.04745	\$782.74	\$848.74	\$66.00
82	REECE CORPORATION	3941.000	0.11725	\$1,934.16	\$2,083.47	\$149.31
158	RICH TOOL & DIE COMPANY	1045.000	0.03109	\$512.86	\$541.06	\$28.20
148	RUDOLPH BEAVER COMPANY	1290.000	0.03838	\$633.12	\$667.91	\$34.79
118	S & H PRECISION MANUFACTURING CO. INC.	2139.000	0.06364	\$1,049.81	\$1,022.06	\$0.00
237	S & S PLASTICS CO.	100.000	0.00298	\$49.16	\$51.77	\$2.61
186	SAFETY KLEEN CORP.	655.000	0.01949	\$321.51	\$339.13	\$17.62
198	SCA CHEMICAL SERVICES	495.000	0.01473	\$242.99	\$256.29	\$13.30
240	SCOLA ENTERPRISES	55.000	0.00164	\$27.05	\$50.38	\$23.33

## SETTLEMENT CREDIT ANALYSIS

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62	SCOTT PAPER CO.	7200.000	0.21422	\$3,533.77	\$3,727.89	\$194.12
242	SEVCON, DIV. TECH/OPS	50.000	0.00149	\$24.58	\$50.38	\$25.80
244	SHAPE INC.	10.000	0.00030	\$4.95	\$50.38	\$45.43
227	SHEPHERD CHEVROLET INC.	195.000	0.00580	\$95.68	\$100.96	\$5.28
236	SILICON TRANSISTOR CORPORATION	110.000	0.00327	\$53.94	\$56.96	\$3.02
229	SPALDING & SLYE	180.000	0.00536	\$88.42	\$93.20	\$4.78
142	SPECTRUM COATINGS LABS	1375.000	0.04091	\$674.85	\$711.92	\$37.07
158	SPEIDEL, DIV.	1045.000	0.03109	\$512.86	\$541.06	\$28.20
99	SPRAGUE ELECTRIC CO.	3163.000	0.09411	\$1,552.44	\$1,467.86	\$0.00
167	SPRAY ME INC.	864.346	0.02572	\$424.28	\$447.53	\$23.25
101	SPRAY-O-MATIC CORP.	3005.000	0.08941	\$1,474.91	\$1,555.87	\$80.96
220	SPROUL DRY CLEANERS	250.000	0.00744	\$122.73	\$129.44	\$6.71
220	STADIUM AUTO BODY	250.000	0.00744	\$122.73	\$129.44	\$6.71
228	STAHL FINISH	180.072	0.00536	\$88.42	\$93.23	\$4.81
128	STERLING CLARK LURTON	1760.000	0.05236	\$863.73	\$911.26	\$47.53
166	STINSON CANNING CO.	865.000	0.02574	\$424.61	\$447.86	\$23.25
239	STRIAR TEXTILE MILL	60.000	0.00179	\$29.53	\$50.38	\$20.85
222	STULTZ ELECTRIC COMPANY	225.000	0.00669	\$110.36	\$116.40	\$6.04
53	STURM, RUGER & COMPANY, INC.	8690.000	0.25855	\$4,265.04	\$1,480.80	\$0.00
163	STYLETEK	935.000	0.02782	\$458.92	\$484.10	\$25.18
165	SUFFOLK SERVICES INC.	880.000	0.02618	\$431.87	\$1,536.45	\$1,104.58
211	SUMMAGRAPHS CORPORATION	360.000	0.01071	\$176.67	\$186.39	\$9.72
231	SURFACE COATINGS INC.	165.000	0.00491	\$81.00	\$85.43	\$4.43
89	SWANK INC.	3500.000	0.10413	\$1,717.73	\$1,812.16	\$94.43
235	TADCO INC.	120.048	0.00357	\$58.89	\$62.16	\$3.27
131	TEK COATINGS	1655.000	0.04924	\$812.26	\$856.89	\$44.63
236	TEX-TECH INDUSTRIES INC.	110.000	0.00327	\$53.94	\$56.96	\$3.02
96	TIBBETTS INDUSTRIES INC.	3263.842	0.09711	\$1,601.93	\$1,689.89	\$87.96
116	TILLOTSON RUBBER CO	2200.000	0.06545	\$1,079.66	\$1,139.08	\$59.42
212	TOURAINÉ PAINTS	347.351	0.01033	\$170.40	\$179.85	\$9.45
194	TRANSCOM ELECTRONICS INC	560.000	0.01666	\$274.82	\$289.94	\$15.12
237	U S COAST GUARD STATION	100.000	0.00298	\$49.16	\$51.77	\$2.61
91	UNION BUTTERFIELD	3400.000	0.10116	\$1,668.74	\$1,765.57	\$96.83
87	UNION CAMP CORP	3604.946	0.10725	\$1,769.20	\$1,866.51	\$97.31
133	UNITRODE CORP	1595.000	0.04745	\$782.74	\$711.92	\$0.00
196	USM CORPORATION - BAILEY DIVISION	535.000	0.01592	\$262.62	\$85.43	\$0.00
146	VALIANT FINISHING COMPANY	1320.000	0.03927	\$647.80	\$683.45	\$35.65
184	VELCRO USA INC	670.000	0.01993	\$328.77	\$346.90	\$18.13
236	WEBER HOSPITAL ASSOCIATION	110.000	0.00327	\$53.94	\$56.96	\$3.02
198	WRIGHT, G.F. STEEL AND WIRE	495.000	0.01473	\$242.99	\$256.29	\$13.30

Apr-91

SETTLEMENT CREDIT ANALYSIS

[Prepared Using the Union Chemical Ranking List of October 15, 1987]

RANK	GENERATOR NAME	TOTAL VOLUME [gallons]	1987 PERCENT CONTRIBUTION [%]	1987 PERCENT CONTRIBUTION x \$1,649,600	1987 EPA & STATE PAST COST PAYMENT [\$]	SETTLEMENT CREDIT AMOUNT [\$]
TRANSPORTERS (who are not generators)						
	ST JOHNSBURY TRUCKING COMPANY	865.000	0.02581	\$425.76	\$435.75	\$9.99
	TOTALS			\$126,723.59	\$132,900.70	\$12,586.10

APPENDIX F

DESCRIPTION OF EXISTING PRP FUNDS  
AND ACCOUNTS

1. Union Chemical Site Trust Fund. These are funds held pursuant to the Union Chemical Site Trust Agreement relating to the performance of the Remedial Investigation/Feasibility Study of the site pursuant to a November, 1987 Administrative Order between 263 Potentially Responsible Parties, EPA and the Maine DEP. As of August 1, 1990, the fund held assets of approximately \$200,000 with several substantial obligations remaining to be incurred.

2. Union Chemical Fund Administrative Account. These are funds collected by the Union Chemical Site Steering Committee in 1987 to pay for administrative costs in connection with negotiation efforts by the Steering Committee with the agencies. As of August 1, 1990, the fund balance was under \$40,000.

3. Union Chemical Fund Professional Services Account. These are funds collected by the Union Chemical Site Steering Committee in 1987 in order to pay for consultants in connection with negotiation efforts by the Steering Committee with the agencies. As of August 1, 1990, the fund balance was under \$3,500.

4. Union Chemical Settlement Account. This fund was established to hold excess settlement funds which were collected by the Union Chemical Site Steering Committee from the 263 PRPs which entered into the November, 1987 Administrative Order. The excess funds resulted from an oversubscription to the settlement beyond that projected by the Steering Committee. As of August 1, 1990, the fund balance was approximately \$475,000.

APPENDIX G

WORKSHEET FOR DISCREPANCY IN LISTED PERCENTAGE OF WASTE CONTRIBUTED

Assumptions:

Total Volume: 3,064,789  
 Cost Basis for Settlement: \$14,502,871  
 Minimum Total Payment for each Settling PRP: \$500  
 Cost Share: % total volume x cost basis  
 Basic Settlement Premium: 115%  
 Additional Premium for PRPs who settled for pre-May 22, 1987 costs but not RI/FS costs: volumetric share x \$1,250,000 x 2.5  
 Additional Premium for PRPs who have never settled: 115%  
 If a PRP is both generator and transporter, it pays the amount associated with the higher volume.

A	B	C	D	E	F	G	H	I
PRP Name	Corrected Volume (Gallons)	% of Total Volume <sub>1</sub>	Cost Share <sub>2</sub>	Basic Premium <sub>3</sub>	RI/FS Non-Settlor Prem. <sub>4</sub>	Non-Settlor Premium <sub>5</sub>	Credit Adjustmt <sub>6</sub>	Total Payment <sub>7</sub>

- Footnotes:
1. PRP's volume divided by 3,064,789.
  2. % total volume times \$14,502,871.
  3. Number in Column D times 115%.
  4. If your company is listed in this column in Appendix D, then multiply your volumetric share times \$1,250,000 times 2.5.
  5. If your company is listed in this column in Appendix D, then repeat the number in Column E on this worksheet.
  6. If your company is listed in this column in Appendix D, then copy the number that appears there.
  7. The total payment is the sum of columns D, E, F, and G, minus the amount in Column H; but if that amount is less than \$500, your total payment is \$500.