UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101

September 27, 1991

URGENT LEGAL MATTER
MISSOURI ELECTRIC WORKS SUPERFUND SITE CONSENT DECREE

Dear Potentially Responsible Party:

You were notified of your potential responsibility for costs relating to clean-up of the contamination at the Missouri Electric Works Superfund Site in Cape Girardeau, Missouri by a letter from the Environmental Protection Agency dated December 21, 1990. As you may be aware, EPA has been negotiating with representatives of the Missouri Electric Works Steering Committee (MEWSC) toward an agreement for the financing and performance of the Remedial Design and Remedial Action at the Missouri Electric Works site.

Enclosed with this letter for your review and signature is a Consent Decree that embodies the agreement reached during these negotiations. While this letter briefly outlines some of the provisions of the Consent Decree, EPA strongly urges you to read the Consent Decree and its appendices carefully and to seek the advice of independent legal counsel regarding this matter.

Classes of Parties

The Consent Decree defines three classes of parties responsible for performing or helping to finance the response activities required by the Consent Decree. The first class is Settling Defendants, made up of those Potentially Responsible Parties (PRPs) having 0.4 percent or more of the responsibility for equipment sent to the site, as established by the Cost Allocation Formula and attached to the Consent Decree as Appendix K. PRPs within this class may sign the Consent Decree as Settling Defendants only.

The second class of parties is De Minimis Settling Defendants. Those parties having less than 0.4 percent of the responsibility for equipment sent to the site, as established by the Cost Allocation Formula and attached to the Consent Decree as Appendix K, are eligible to participate in the Consent Decree as De Minimis Settling Defendants. Within this class are two sub-classes, Soil De Minimis Settling Defendants and Soil and Groundwater De Minimis Settling Defendants. Generally, Soil De Minimis Settling Defendants will settle their liability only for

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contaminated soils and sediments at the site, but not for the contaminated groundwater. The Soil De Minimis Settling Defendants' provisions are found generally in pages 91-101 of the Consent Decree. In contrast, the Soil and Groundwater De Minimis Settling Defendants will settle their liability for both the contaminated soil and groundwater. The Soil and Groundwater De Minimis Settling Defendants' provisions are found generally on pages 101-111 of the Consent Decree. Each PRP allocated less than 0.4 percent of the responsibility for equipment sent to the site have the options of signing the Consent Decree as a Settling Defendant, a Soil De Minimis Settling Defendant or a Soil and Groundwater De Minimis Settling Defendant. All De Minimis Settling Defendants also have the option of paying their respective shares of EPA's Past Response Costs. Included in this package are lists of PRPs eligible for participation in the Consent Decree as De Minimis Settling Defendants, their volumetric allocations and the amounts to be paid by those who sign the Consent Decree.

The final class of PRPs in the Consent Decree is Settling Federal Agencies, which includes those federal agencies that sent equipment to the site. The provisions addressing Settling Federal Agencies are found generally on pages 85-91 of the Consent Decree.

Scope of Work to be Performed

In general, the Consent Decree provides that the Settling Defendants will conduct the remediation of contaminated soils at the site, which involves excavation and on-site incineration of PCB-contaminated soils, as well as those tasks necessary to design and safely and effectively implement the remedy. In addition, the Settling Defendants will conduct a Groundwater Design Investigation to further characterize the contamination in the groundwater at and from the site. This Consent Decree does not include remediation of the groundwater contamination.

Mixed Funding

EPA has agreed to reimburse the Settling Defendants for certain costs of the design and construction of the remedial action conducted pursuant to this Consent Decree. The Settling Defendants will initially finance these activities and may then seek reimbursement for 20 percent of their allowable costs from the Hazardous Substance Superfund, up to a maximum of $3,500,000.00. This allows the Defendants to reduce their ultimate costs under this Consent Decree accordingly.

Covenants not to Sue

In consideration of the work being performed and money being

paid by the Defendants participating in this Consent Decree, the United States has provided certain covenants not to sue. The scope of these covenants varies, depending on the class of each party and the costs reimbursed by each party.

The Consent Decree includes three signature pages: one each for Settling Defendants; Soil De Minimis Settling Defendants; and Soil and Groundwater De Minimis Settling Defendants. It is extremely important to sign the correct signature page. If you choose to participate in this settlement, please sign the correct signature page, fill out all the requested information completely, and return it to the following address by no later than Wednesday, November 27, 1991:

Sarah Toevs Sullivan
Assistant Regional Counsel
U.S. Environmental Protection Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

If you do not sign and return the Consent Decree by November 27, 1991, the United States may take legal action to seek your participation in the payment of response costs under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq. The Settling Defendants may also file a lawsuit to obtain your participation in the clean-up at the Site.

If you have any questions regarding this matter, please contact David A. Hoefer, Office of Regional Counsel, 913/551-7010.

Sincerely,

Sarah Toevs Sullivan
Assistant Regional Counsel

Enclosures

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FILED

AUG 14 1996

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	Civil Action No. 1:92CV00078 GFC
and	CONSOLIDATED WITH
STATE OF MISSOURI, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	Civil Action No. 1:92CV00086 GFG

CONSENT DECREE

90-11-2-614A

DEPARTMENT
AUG 21 1996
ENVIRONMENT

FILE

FILED

AUG 29 1994

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

REC'D SEP 27

UNITED STATES OF AMERICA, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	1:92CV00078GF Civil Action No. _____
and	
STATE OF MISSOURI, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	1:92CV00088G Civil Action No. _____

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the State of Missouri ("State") filed complaints in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607 and applicable Missouri law.

DEPARTMENT OF JUSTICE
SEP - 8 1994
LANDS DIVISION
ENFORCEMENT RECORD

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	)	Civil Action No. _____
and		
STATE OF MISSOURI, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	)	Civil Action No. _____

CONSENT DECREE

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	)	Civil Action No. _____
and		
STATE OF MISSOURI, Plaintiff, v. UNION ELECTRIC COMPANY, et al., Defendants.	)	Civil Action No. _____

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the State of Missouri ("State") filed complaints in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607 and applicable Missouri law.

B. The United States in its complaint seeks: (1) reimbursement of response costs incurred by EPA and the Department of Justice ("DOJ") for response actions at the Missouri Electric Works, Inc. Superfund Site located in Cape Girardeau, Missouri, together with accrued interest thereon; (2) the performance of studies and response work by the Defendants at the Site in conformity with the Record of Decision (as defined below) and the National Contingency Plan, 40 C.F.R. Part 300, as amended ("NCP"); (3) a declaration of Defendants' liability for response costs; and (4) such other relief as the Court finds appropriate.

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State on October 15, 1990 of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this settlement.

D. The State has also filed a complaint against the Defendants in this Court alleging that the Defendants are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and state law for (1) reimbursement of costs incurred or to be incurred by the State in connection with the Site; (2) natural resource damages; and (3) such other relief as the Court finds appropriate.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the U.S. Department of Interior, the federal natural resource trustee, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to natural resources under federal trusteeship and encouraged the trustee to participate in the negotiation of this Consent Decree.

F. The Defendants that have entered into this Consent Decree as a partial settlement of disputed claims do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the Complaints. Pursuant to Section 122(d)(1)(B) of CERCLA, 42 U.S.C. § 9622(d)(1)(B), except as otherwise provided in the Federal Rules of Evidence, the participation by any Party in this Consent Decree 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 except any proceeding to enforce this Consent Decree, or any judgment rendered pursuant to it.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on February 21, 1990, 55 Fed. Reg. 6158.

H. In response to a release or a threat of a release of hazardous substances at or from the Site, some of the potentially responsible parties at the Site commenced a Remedial

Investigation and Feasibility Study ("RI/FS") for the Site pursuant to the NCP in December 1988.

I. The aforesaid potentially responsible parties at the Site completed a Remedial Investigation ("RI") and a Feasibility Study ("FS") in July, 1990.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action on August 19, 1990, in a major local newspaper of general circulation in Cape Girardeau, Missouri. EPA provided an opportunity for written and oral comments from the public on the proposed remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Site is embodied in the Record of Decision ("ROD"), attached hereto as Appendix A, on which the State has concurred. The ROD includes a responsiveness summary to the public comments. Notice of the Record of Decision was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

L. Based on the information presently available to EPA and the State, EPA and the State believe that the Work (as defined below) will be properly and promptly conducted by the Settling Defendants.

M. The Parties desire to settle this matter. Information currently known to the Plaintiffs indicates that the amount of

hazardous substances allegedly contributed to the Site by each *De Minimis* Settling Defendant does not equal or exceed four-tenths of one percent (0.4%) of the hazardous substances at the Site, and that the amount and the toxic or other hazardous effects of the hazardous substances allegedly contributed to the Site by each *De Minimis* Settling Defendant are minimal in comparison to other hazardous effects of hazardous substances at the Site. EPA has also determined that this settlement is practicable and in the public interest and involves only a minor portion of the response costs at the Site with respect to each *De Minimis* Settling Defendant.

N. The Parties agree that the Defendants have a potential counterclaim based on the potential liability of the Settling Federal Agencies pursuant to Sections 120(a) and 107 of CERCLA, 42 U.S.C. § 9620(a) and 9607. The Defendants agree that this Consent Decree is a final resolution of the Defendants' potential claims or counterclaims against the Settling Federal Agencies regarding the Defendants' obligations under this Consent Decree, and the Parties agree that such resolution is fair, reasonable and in the public interest. The Settling Federal Agencies have entered into this Consent Decree as a final settlement of disputed claims against them pertaining to the response costs required to be paid and response action required to be performed by this Consent Decree and do not admit any liability arising out of the transactions or occurrences pertaining to the Site.

O. The Remedial Action for contaminated soil selected by the ROD and the Work to be performed by the Settling Defendants shall constitute a response action taken or ordered by the President solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j).

P. The Parties hereto recognize, and the Court by entering this Consent Decree finds, that implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged and Decreed:

II. JURISDICTION

For the purposes of entry and enforcement of this Consent Decree, this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607 and 9613(b) and pendant jurisdiction over the claims arising under the laws of Missouri. This Court also has personal jurisdiction over the Parties. Solely for the purposes of this Consent Decree and the underlying Complaints, the Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Defendants shall not challenge the validity of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

1. This Consent Decree applies to and is binding upon the United States, including the Settling Federal Agencies, the State and the Defendants and their heirs, agents, successors, and assigns. Any change in ownership or corporate status of a Defendant including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Defendant's rights and responsibilities under this Consent Decree.

2. Settling Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work required by this Consent Decree and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Defendants or their contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

"Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

"Construction Management Contractor" shall mean the contractor retained by the Settling Defendants and approved by EPA pursuant to Paragraph 8.a. to provide third-party oversight and quality assurance/quality control measures for the Work performed pursuant to this Consent Decree.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"Defendants" shall mean the *De Minimis* Settling Defendants and the Settling Defendants.

"De Minimis Settling Defendants" shall mean those defendants listed in Appendix F (Soil De Minimis Settling Defendants) and Appendix G (Soil and Groundwater De Minimis Settling Defendants), and their officers, directors and shareholders.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and the State incur after September 30, 1990 not inconsistent with the NCP in overseeing the Work, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section X (Access), and the costs of reviewing or developing plans, reports and other items pursuant to this Consent Decree, and/or verifying the Work, or otherwise developing, implementing or enforcing this Consent Decree.

"Groundwater Design Investigation" shall mean those activities described in Paragraph 9(g-j) relating to investigation of contamination of Waste Material in the groundwater at or from the Site.

"MDNR" shall mean the Missouri Department of Natural Resources and any successor departments or agencies of the State.

"National Contingency Plan" or "NCP" shall mean the National

Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, as amended.

"Operation and Maintenance" or "O & M" shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to this Consent Decree and the Statement of Work (SOW).

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or a lower case letter.

"Parties" shall mean the United States, including the Settling Federal Agencies, the State of Missouri, and the Defendants.

"Past Response Costs" shall mean all costs, including, but not limited to, interest and indirect costs, that the United States and the State incurred with regard to the Site on or prior to September 30, 1990.

"Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations relating to remediation of contaminated soil set forth in the ROD and SOW.

"Plaintiffs" shall mean the United States and the State of Missouri.

"Prime Contractor(s)" shall mean the contractor(s) retained by the Settling Defendants and approved by EPA pursuant to Paragraph 8.b. to carry out the Work under this Consent Decree.

"Record of Decision" or "ROD" shall mean those portions of the EPA Record of Decision relating to remediation of contaminated soils and investigation of the groundwater at the Site signed on September 28, 1990, by the Regional Administrator, Region VII, and all attachments thereto, together with any subsequent amendments thereto.

"Remedial Action" shall mean those activities relating to soil and sediment remediation, except for Operation and Maintenance, to be undertaken by the Settling Defendants to implement the final plans and specifications submitted by the Settling Defendants pursuant to the Remedial Design Work Plan and approved by EPA.

"Remedial Action Work Plan" shall mean the document submitted by the Settling Defendants pursuant to Paragraph 10.a. of this Consent Decree and described more fully in Paragraph 10.b.

"Remedial Design" shall mean those activities described in Paragraph 9 of this Consent Decree, to be undertaken by the Settling Defendants to develop the plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document submitted by the Settling Defendants pursuant to Paragraph 9.a. of this Consent Decree and described more fully in Paragraph 9.b.

"Resource Conservation and Recovery Act" or "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq.

"Responsibility Unit ("RU")" shall mean the level of responsibility allocated to each Defendant and Settling Federal Agency pursuant to the Cost Allocation Formula set forth in Appendix K.

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendants" shall mean those Parties identified in Appendix E.

"Settling Federal Agencies" shall mean those departments, agencies or instrumentalities of the United States identified in Appendix H and any successor departments, agencies or instrumentalities, which are the only federal entities known as of September 30, 1991 to EPA, the State or the custodian of the Missouri Electric Works Steering Committee ("MEWSC") records to be potentially responsible under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

"Site" shall mean the Missouri Electric Works Inc. property, encompassing approximately 6.4 acres located at 824 South Kingshighway, Cape Girardeau, Missouri and shall include all areas to which Waste Material released from the MEW property has migrated or come to be located and all areas in proximity to such contamination that are necessary for implementation of the Work. An approximate illustration of the Site is depicted on a map attached hereto as Appendix C.

"State" shall mean the State of Missouri.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and Operation and Maintenance at the Site, as set forth in Appendix B to this Consent Decree and any modifications made in accordance with Section XXXVI (Modification) of this Consent Decree.

"TSCA" shall mean the Toxic Substances Control Act, as amended, 15 U.S.C §§ 1601 et seq.

"United States" shall mean the United States of America, including its agencies, departments and instrumentalities.

"Waste Material" shall mean (1) any "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant as defined by Section 101(33) of CERCLA, 42 U.S.C. § 9601(33), and (3) any "solid waste" as defined by Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

"Work" shall mean all activities Settling Defendants are required to perform pursuant to this Consent Decree, except those required by Section XXVIII (Retention of Records).

V. GENERAL PROVISIONS

4. Objectives of the Parties

The objectives of the Parties in entering into this Consent Decree are to protect public health and welfare and the environment from releases or threatened releases of Waste Material from soils and sediments at the Site and to conduct further investigation of the release or threatened release of Waste Material into the groundwater from the Site by (1) the

design and implementation of the Remedial Action and Operation & Maintenance at the Site by Settling Defendants; and (2) the performance of a groundwater design investigation ("Groundwater Design Investigation") by the Settling Defendants, and to reimburse Future Response Costs and certain Past Response Costs of the Plaintiffs.

5. Commitments by Settling Defendants

a. Settling Defendants shall finance and perform the Work in accordance with this Consent Decree, including, but not limited to, the SOW and all standards, specifications, and schedules set forth in or developed pursuant to this Consent Decree. The Settling Defendants shall also reimburse the United States and the State for Future Response Costs as provided in this Consent Decree. The Parties agree that the Record of Decision and the Work are consistent with the National Contingency Plan.

b. The obligations of Settling Defendants to finance and perform the Work and to pay amounts owed to the United States and the State under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Defendants to implement the requirements of this Consent Decree, the remaining Settling Defendants shall complete all such requirements.

6. Compliance With Applicable Law

All activities undertaken by Settling Defendants pursuant to

this Consent Decree shall be performed in accordance with the requirements of all applicable or relevant and appropriate federal and state laws and regulations. The United States and the State have determined that the activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

7. Permits

a. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and the NCP, no permit shall be required for any portion of the Work conducted entirely on the Site. Where any portion of the Work requires a federal or state permit or approval, Settling Defendants shall submit timely applications and take all other actions necessary to obtain all such permits or approvals.

b. The Settling Defendants may seek relief under the provisions of Section XXI (Force Majeure) of this Consent Decree for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK BY SETTLING DEFENDANTS

8. Selection of Construction Management Contractor and Prime Contractor(s).

a. All aspects of the Work to be performed by Settling

Defendants pursuant to Sections VI (Performance of the Work by Settling Defendants), VII (Additional Response Actions), VIII (U.S. EPA Periodic Review), and IX (Quality Assurance, Sampling, and Data Analysis) of this Consent Decree shall be subject to third-party oversight and quality assurance/quality control measures conducted under the direction and supervision of the Construction Management Contractor, the selection of which shall be subject to approval by EPA after reasonable opportunity for review and comment by the State. The Settling Defendants shall notify EPA and the State in writing, no later than thirty (30) days after the effective date of the Consent Decree, of the name, title and qualifications of any contractor proposed to be the Construction Management Contractor. If at any time thereafter, the Settling Defendants propose to change the Construction Management Contractor, Settling Defendants shall give notice of such to EPA and the State and shall obtain approval from EPA, after reasonable opportunity for review and comment by the State, before any change is made.

b. All aspects of the Work to be performed by the Settling Defendants pursuant to Sections VI (Performance of the Work by Settling Defendants), VII (Additional Response Actions), VIII (U.S. EPA Periodic Review), and IX (Quality Assurance, Sampling, and Data Analysis) of this Consent Decree shall be under the direction and supervision of one or more Prime Contractors, the selection of which shall be subject to approval by EPA after reasonable opportunity for review and comment by the State.

By no later than one-hundred and sixty-five (165) days after the effective date of this Consent Decree, the Settling Defendants shall notify EPA and the State in writing, of the name, title and qualifications of any contractor proposed to be the Prime Contractor for soil remediation. If at any time thereafter, the Settling Defendants propose to change or hire any additional Prime Contractor, the Settling Defendants shall give such notice to EPA and the State and shall obtain approval from EPA, after a reasonable opportunity for review and comment by the State, before the new Prime Contractor performs, directs, or supervises any Work under this Consent Decree.

c. EPA will notify Settling Defendants in writing of its approval or disapproval of a proposed Construction Management Contractor or Prime Contractor, and in the case of disapproval, the reasons therefor. If EPA disapproves of the selection of any contractor as Construction Management Contractor or Prime Contractor, the Settling Defendants shall submit to EPA and the State a list of contractors, including the qualifications of each contractor, that would be acceptable to them within thirty (30) days of receipt of EPA's disapproval of the contractor previously selected. EPA will provide written notice of the names of the contractor(s) that it approves. The Settling Defendants may select any approved contractor from that list and shall notify EPA and the State of the name of the contractor selected within twenty-one (21) days of EPA's designation of approved contractors. If EPA fails to provide written notice of its

approval or disapproval of the names on the list as provided in this Paragraph and this failure prevents the Settling Defendants from meeting one or more deadlines in a plan approved by the EPA pursuant to this Consent Decree, the Settling Defendants may seek relief under the provisions of Section XXI (Force Majuere).

9. Remedial Design

a. Within one-hundred ninety-five (195) days of the effective date of the Consent Decree, the Settling Defendants shall submit to EPA for review and approval a draft work plan for the design of the Remedial Action at the Site ("Draft Remedial Design Work Plan"). The Draft Remedial Design Work Plan shall provide for design of the soil remedy set forth in the ROD in accordance with the SOW. Following submission, EPA will review and provide written comments to the Settling Defendants on the Draft Remedial Design Work Plan. Within forty-five (45) days of receipt of EPA's comments, the Settling Defendants shall submit to EPA a Final Remedial Design Work Plan, addressing all of EPA's comments. Upon its approval by EPA, after reasonable opportunity for review and comment by the State, Settling Defendants shall implement the Final Remedial Design Work Plan in accordance with the schedules contained therein. At the same time they submit the Final Remedial Design Work Plan, Settling Defendants shall submit to EPA a Health and Safety Plan for all field activities, which conforms to the applicable Occupational Safety and Health Administration (OSHA) and EPA requirements, including but not limited to 29 C.F.R. § 1910.120.

b. The Remedial Design Work Plan shall include plans and schedules for implementation of all remedial design and pre-design tasks identified in the SOW, including, but not limited to, plans and schedules for the completion of: (1) a design sampling and analysis plan (including but not limited to, a Remedial Design Quality Assurance Project Plan ("RD QAPP") in accordance with Section IX (Quality Assurance, Sampling and Data Analysis); (2) development and submission of a trial burn plan for contaminated soils which will meet the requirements set further 40 C.F.R. § 761.70 and 40 C.F.R. Part 265, Subpart O for HCl and particulate emissions; (3) a preliminary design submittal; (4) an interim/final design submittal; (5) a Construction Quality Assurance Project Plan ("CQAPP"); (6) an Incineration Plan; and (7) an Operation and Maintenance Plan. In addition, the Remedial Design Work Plan shall include a schedule for completion of the Remedial Action Work Plan.

c. Within sixty (60) days of EPA's approval of the final Remedial Design Work Plan, the Settling Defendants shall submit to EPA for review and approval a Preliminary Remedial Design, which represents approximately 40 percent completion of the Remedial Design activities.

d. The preliminary Remedial Design submittal shall include, at a minimum, the following: (1) design criteria; (2) a draft Trial Burn Plan for contaminated soils; (3) draft Incineration Plan; (4) results of additional field sampling; (5) a project delivery strategy; (6) preliminary plans, drawings

and sketches; (7) required specifications in outline form; (8) schedule for submittal of any value engineering proposals and evaluations; and (9) a preliminary construction schedule.

e. Following submission, EPA will review and provide written comments to the Settling Defendants on the Preliminary Remedial Design. Within thirty (30) days of receipt of EPA's comments, Settling Defendants shall submit to EPA an Interim Remedial Design which represents approximately 95 percent completion of the Remedial Design activities, addressing all of EPA's comments. Following submission, EPA will review and provide written comments to the Settling Defendants on the Interim Remedial Design. Within thirty (30) days of receipt of EPA's comments, Settling Defendants shall submit to EPA a Final Remedial Design addressing all of EPA's comments.

f. The Interim and Final Design submittals shall include, at a minimum, the following: (1) final plans and specifications; (2) a final Trial Burn Plan; (3) a final Incineration Plan; (4) a Construction Quality Assurance Project Plan ("CQAPP") in outline form; (5) a Field Sampling Plan (directed at measuring progress towards meeting Performance Standards); (6) a Contingency Plan; (7) an Operation and Maintenance Plan; (8) final construction cost estimate; and (9) final project schedule. The CQAPP outline shall identify the approach to quality assurance/quality control during the construction activities at the Site.

g. Within one-hundred twenty (120) days after the initiation of the Remedial Action (onsite incineration), Settling Defendants shall submit to EPA for review and approval, a draft work plan for groundwater investigation activities ("Draft Groundwater Design Investigation Plan") to characterize the rate and extent of contamination from Waste Material in the groundwater at or from the Site. The Draft Groundwater Design Investigation Plan shall conform with "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (Interim Final, October 1988, OSWER Directive 9355.3-01) and provide detailed sampling strategies and rationale for determining the rate and extent of groundwater contamination, detailed investigation methodologies and quality assurance/quality control provisions for both the sample collection and laboratory analysis in accordance with the SOW. The Draft Groundwater Design Investigation Plan shall also detail the approach to identifying and analyzing groundwater remedial technologies. Schedules for draft and final deliverables which identify the technologies and provide the analysis of the effectiveness and applicability of each remedial technology considered shall be included, along with a schedule for completion of a Draft Groundwater Feasibility Study Report following the design investigation. Following its submission, EPA will review and provide written comments to the Settling Defendants on the Draft Groundwater Design Investigation Plan. Within forty-five (45) days of receipt of EPA's comments, the

Settling Defendants shall submit to EPA a Final Groundwater Design Investigation Plan, addressing all of EPA's comments. Upon its approval by EPA, after reasonable opportunity for review and comment by the State, Settling Defendants shall implement the Groundwater Design Investigation Plan in accordance with the schedules contained therein.

h. Within one-hundred twenty (120) days after the initiation of the Remedial Action, the Settling Defendants shall submit to EPA a Health and Safety Plan for groundwater investigation activities, as provided for in Task IV, Section 4.4.1 of the SOW, for field design activities which conforms to the applicable Occupational Safety and Health Administration (OSHA) and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120. Following its submission, EPA will review and provide comment on the Health and Safety Plan for groundwater investigation activities. Within forty-five (45) days of receipt of EPA's comments, the Settling Defendants shall submit to EPA a final Health and Safety Plan for groundwater investigation activities addressing all of EPA's comments.

i. Within sixty (60) days of the completion of field activities identified in the Final Groundwater Design Investigation Plan, the Settling Defendants shall submit to EPA for review and comment, a draft investigation report ("Draft Groundwater Design Investigation Report"). The Draft Groundwater Design Investigation Report shall include a description of the work performed, investigation activities, both field and

laboratory and their respective quality assurance/ quality control (QA/QC) documentation, and conclusions reached regarding groundwater remediation as a result of the design investigation activities. The rationale and supporting facts used to reach the conclusions presented in the Draft Groundwater Design Investigation Report shall also be included. Following submission, EPA will review and provide written comments to the Settling Defendants on the Draft Groundwater Design Investigation Report. Within forty-five (45) days of receipt of EPA's comments, the Settling Defendants shall submit to EPA a Final Groundwater Design Investigation Report ("Final Groundwater Design Investigation Report"), addressing all of EPA's comments.

j. Within sixty (60) days of approval of the Final Groundwater Design Investigation Report, the Settling Defendants shall submit to EPA a draft Groundwater Feasibility Study Report that evaluates remedial alternatives for Waste Material contamination in the groundwater. This draft Groundwater Feasibility Study Report shall provide an analysis of the effectiveness and applicability of each remedial technology considered in accordance with the criteria set forth in 40 C.F.R. § 300.430 and the RI/FS Guidance referenced in Paragraph 9.g. above. Within forty-five (45) days of receipt of EPA's comments, the Settling Defendants shall submit to EPA a final Groundwater Feasibility Study Report, addressing all of EPA's comments.

10. <u>Remedial Action</u>

a. Within sixty (60) days after the approval of the

Remedial Action design submittal, Settling Defendants shall submit to EPA for review and approval a draft work plan for the performance of the Remedial Action at the Site ("Draft Remedial Action Work Plan") and a draft Construction Quality Assurance Project Plan ("CQAPP") for remedial activities conducted at the Site. The Draft Remedial Action Work Plan shall provide for construction of the remedy, in accordance with the SOW, as set forth in the design plans and specifications in the approved final design submittal. The draft CQAPP shall detail the approach to quality assurance/quality control during construction activities at the Site, and shall specify a quality assurance official ("CQA Officer"), independent of the Prime Contractor, to conduct a quality assurance/quality control program during the construction and operation phases of the project. Following submission of the Draft Remedial Action Work Plan and the Draft CQAPP, EPA will review and provide written comments to the Settling Defendants. Within forty-five (45) days of receipt of EPA's comments, the Settling Defendants shall submit to EPA a Final Remedial Action Work Plan and a Final CQAPP, addressing all of EPA's comments. At the same time as they submit the Final Remedial Action Work Plan, Settling Defendants shall submit to EPA a Health and Safety Plan for field activities required by the Final Remedial Action Work Plan which conforms to the applicable OSHA and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

b. The Draft and Final Remedial Action Work Plans shall include the following: (1) a schedule for completion of the Remedial Action; (2) a schedule for implementation of the Trial Burn Plan; (3) the method for selection of the Remedial Action contractor; (4) a schedule for the development and submittal of other required Remedial Action plans; (5) the methodology for implementation of the Construction Quality Assurance Plan; (6) the methods for satisfying permitting requirements; (7) the methodology for implementation of the Incineration Plan; (8) the methodology for implementation of the Contingency Plan; (9) the tentative formulation of the Remedial Action team; (10) a construction quality control plan (by contractor); (11) the procedures and plans for the decontamination of equipment and disposal of contaminated materials, if any; (12) a Construction Quality Assurance Plan; and (13) the methodology for implementation of the Operation and Maintenance Plan. The Draft and Final Remedial Action Work Plan also shall include a schedule for implementation of all Remedial Action tasks identified in the final design submittal and shall identify the initial formulation of the Settling Defendants' Remedial Action Project Team (including, but not limited to, the Construction Management Contractor and Prime Contractor). The Construction Quality Assurance Plan shall identify the responsibility and authority of all organizations and key personnel involved in the construction and operation of the remedial systems, shall specify the qualifications of the CQA

Officer and supporting personnel, and shall identify the observations and tests that will be needed to monitor the construction and/or installation and operation of remedial action components.

c. Upon approval of the Final Remedial Action Work Plan by EPA, after reasonable opportunity for review and comment by the State, the Settling Defendants shall implement the activities required under the Final Remedial Action Work Plan in accordance with the schedules contained therein.

11. The Work performed by the Settling Defendants pursuant to this Consent Decree shall achieve the Performance Standards and shall comply with the applicable or relevant and appropriate requirements identified in the ROD and SOW.

12. Settling Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiffs that performance of the Work will achieve the Performance Standards and that such performance shall not foreclose Plaintiffs from seeking compliance with the Performance Standards.

13. Settling Defendants shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator of such shipment of Waste Material. However, this notification

requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed ten (10) cubic yards.

a. The Settling Defendants shall include in the written notification the following information, where available: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Settling Defendants shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

b. The identity of the receiving facility and state will be determined by the Settling Defendants following the award of the contract for Remedial Action construction. The Settling Defendants shall provide the information required by Paragraph 13.a. as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

VII. ADDITIONAL RESPONSE ACTIONS

14. In the event the Settling Defendants or the State propose or EPA determines that additional response actions are necessary to meet the Performance Standards or to carry out the soil remedy selected in the ROD, notification of such additional

response actions shall be provided to the Project Coordinator for the other parties.

15. Unless otherwise stated by EPA, within sixty (60) days of receipt of notice from EPA pursuant to Paragraph 14 that additional response actions are necessary to meet the Performance Standards, the Settling Defendants shall submit to EPA for review and approval a draft work plan for such additional response actions. The draft work plan shall conform to the applicable requirements of Paragraphs 9, 10 and 11. Following submission, EPA, after reasonable opportunity for review and comment by the State, will review and provide written comments to the Settling Defendants on the draft work plan. Within forty-five (45) days of receipt of EPA's comments, the Settling Defendants shall submit a final work plan, addressing all of EPA's comments. Upon approval of the work plan pursuant to Section XII (Submissions Requiring Agency Approval), the Settling Defendants shall implement the final work plan for additional response actions in accordance with the schedule contained therein.

16. Any additional response actions that the Settling Defendants determine are necessary to meet the Performance Standards or to carry out the soil remedy selected in the ROD, shall be subject to approval by EPA, after reasonable opportunity for review and comment by the State, and, if authorized by EPA, shall be completed by Settling Defendants in accordance with the plans, specifications, and schedules approved by EPA pursuant to Section XII (Submissions Requiring Agency Approval).

17. Settling Defendants may invoke the procedures set forth in Section XXII (Dispute Resolution) to dispute EPA's determination that additional response actions are necessary to meet the Performance Standards or to carry out the soil remedy selected in the ROD. Such a dispute shall be resolved pursuant to Paragraphs 65-68 of this Consent Decree.

VIII. U.S. EPA PERIODIC REVIEW

18. Settling Defendants shall conduct any studies and investigations of contaminated soils determined by EPA to be necessary for it to conduct reviews at least every five years as required by Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable regulations.

19. If required by Sections 113(k)(2) or 117 of CERCLA, 42 U.S.C. §§ 9613(k)(2) or 9617, Settling Defendants and the public will be provided with an opportunity to comment on any additional response actions relating to contaminated soils proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and to submit written comments for the record during the public comment period. After the period for submission of written comments is closed, the Regional Administrator, EPA Region VII, or his/her delegate will determine in writing whether additional response actions are appropriate under applicable law.

20. If the Regional Administrator, EPA Region VII, or his/her delegate determines, after reasonable opportunity for review and comment by the State, that information received, in

whole or in part, during the review conducted pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), indicates that the Remedial Action is not protective of human health and the environment, the Settling Defendants shall undertake any additional response actions relating to contaminated soils EPA has determined are appropriate. However, the Settling Defendants may invoke the procedures set forth in Section XXII (Dispute Resolution) to dispute (1) EPA's determination that the Remedial Action is not protective of public health, welfare or the environment or (2) EPA's selection of the additional response actions ordered. Such a dispute shall be resolved pursuant to Paragraphs 65-68 of this Consent Decree.

IX. QUALITY ASSURANCE, SAMPLING, and DATA ANALYSIS

21. The Settling Defendants shall use quality assurance, quality control, and chain of custody procedures for all environmental treatability, design, compliance and monitoring samples in accordance with EPA's "Interim Guidelines and Specifications For Preparing Quality Assurance Project Plans," December 1980, (QAMS-005/80); "Data Quality Objective Guidance," (EPA/540/G87/003 and 004); "EPA NEIC Policies and Procedures Manual," May 1978, revised November 1984, (EPA 330/9-78-001-R); and subsequent amendments to such documents upon notification to the Settling Defendants of such amendment by EPA. Amended guidelines and guidances shall apply as soon as practicable to procedures conducted after such notification. Prior to the

commencement of any monitoring project under this Consent Decree, the Settling Defendants shall submit to EPA a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP, and applicable guidance documents. If relevant to the proceeding, validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Consent Decree. The Settling Defendants shall assure that EPA and State personnel and their authorized representatives are allowed access to all laboratories utilized by the Settling Defendants in implementing this Consent Decree. In addition, the Settling Defendants shall assure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. The Settling Defendants shall ensure that the laboratories utilized by them for the analysis of samples taken pursuant to this Consent Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Inorganic Analysis" and the "Contract Lab Program Statement of Work for Organic Analysis," dated February 1988, ("CLP") and any amendments made thereto during the course of the implementation of this Consent Decree. Any amendments to the CLP shall be applicable as soon as practicable after notification thereof to the Settling Defendants. The Settling Defendants shall ensure that all laboratories used by them for analysis of samples taken pursuant

to this Consent Decree participate in an EPA or EPA-equivalent Quality Assurance/Quality Control program.

22. Upon request, the Settling Defendants shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. The Settling Defendants shall notify EPA and the State not less than twenty-eight (28) days in advance of any sample collection activity. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. To the extent practicable, EPA and the State will provide the Settling Defendants advance notice of sample collection activity. Upon request, EPA and the State will allow the Settling Defendants to take split or duplicate samples of any samples taken as part of the Plaintiffs' oversight of the Settling Defendant's implementation of the Work.

23. Within seven (7) days of receipt by the Settling Defendants of a request from EPA or the State, the Settling Defendants shall submit to EPA and the State three (3) copies of the results of all sampling and/or tests or other data obtained or generated by or on behalf of the Settling Defendants with respect to the Site and/or the implementation of this Consent Decree.

24. Notwithstanding any provision of this Consent Decree, the United States and the State hereby retain and this Consent Decree is without prejudice to all of their information gathering and inspection authorities and rights, including enforcement

actions related thereto, under CERCLA, RCRA, TSCA, and any other applicable statutes or regulations.

X. ACCESS

25. Commencing upon the date of entry of this Consent Decree, the Settling Defendants agree that the United States, the State, and their representatives, including EPA and its contractors, shall have access at all times to the Site and any other property to which access is required for the implementation of this Consent Decree, to the extent access to the property is controlled by the Settling Defendants, for the purposes of conducting any activity authorized by, or related to, CERCLA, RCRA, the NCP, or this Consent Decree including, but not limited to:

a. Monitoring the Work;

b. Verifying any data or information submitted to the United States;

c. Conducting investigations relating to contamination at or near the Site;

d. Obtaining samples;

e. Assessing the need for, planning, or implementing additional response actions at or near the Site;

f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents; and

g. Assessing the Settling Defendants' compliance with this Consent Decree.

26. To the extent that the Site or any other area where Work is to be performed pursuant to this Consent Decree is owned or controlled by persons other than the Settling Defendants, the Settling Defendants shall use their best efforts to secure from such persons access for the Settling Defendants, as well as for the United States and its representatives, including, but not limited to, EPA and the State and their contractors, as necessary to effectuate this Consent Decree. For purposes of this Paragraph with respect to property not owned by Missouri Electric Works, Inc., "best efforts" includes providing reasonable compensation in consideration of access. If any access required to complete the Work is not obtained within forty-five (45) days of the date of entry of this Consent Decree, or within forty-five (45) days of the date EPA notifies the Settling Defendants in writing that additional access beyond that previously secured is necessary, the Settling Defendants shall promptly notify the United States and the State, and shall include in that notification a summary of the steps the Settling Defendants have taken to attempt to obtain access. The United States or the State may, as they deem appropriate, assist the Settling Defendants in obtaining access. The Settling Defendants shall reimburse the United States or the State, in accordance with the procedures in Section XIX (Reimbursement of Response Costs), for all costs incurred by the United States and the State in obtaining access, including, but not limited to, attorneys' fees and the amount of just compensation. A notice of any access

agreement obtained by the Settling Defendants shall include a legal description of the property included and shall be recorded at the Registry of Deeds or other office where records of real property transactions are maintained.

27. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, TSCA and any other applicable statute or regulation.

XI. REPORTING REQUIREMENTS

28. In addition to any other requirement of this Consent Decree, the Settling Defendants shall submit to EPA and the State three (3) copies of written monthly progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month; (b) include a summary of all results of sampling and tests and all other data received or generated by the Settling Defendants or their contractors or agents in the previous month; (c) identify all work plans, plans, and other deliverables required by this Consent Decree completed and submitted during the previous month; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next month and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert

charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that the Settling Defendants have proposed to EPA or that have been approved by EPA; (g) describe all activities undertaken in support of the Community Relations Plan during the previous month and those to be undertaken in the next month; and (h) include a summary of all actions planned during the previous month that were not completed along with an explanation describing why such actions were not completed. If it is the Settling Defendants' position that the action was not completed due to a Force Majeure event, they must follow the procedures set forth in Section XXI (Force Majeure). Until completion of the Remedial Action and Groundwater Design Investigation the Settling Defendants shall submit these progress reports to EPA and the State by the tenth (10th) day of every month following the entry of this Consent Decree. Thereafter and until EPA notifies the Settling Defendants pursuant to Paragraph 52.b. of Section XVII (Certification of Completion) these progress reports shall be submitted on a quarterly basis, on the tenth day of every third month. If requested by EPA or the State, Settling Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work.

29. The Settling Defendants shall notify EPA and the State of any change in the schedule described in the monthly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven (7) days prior to the performance of the activity.

30. Upon the occurrence of any event during the performance of the Work that the Settling Defendants are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. §9603, or Section 304 of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11004 ("EPCRA"), the Settling Defendants shall within 24 hours of the on-set of such event orally or in writing notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Emergency Response Section, Region VII, EPA. In addition, within the same timeframe, the Settling Defendants shall notify the State Emergency Response Team by telephone at 314/634-2436. These reporting requirements are in addition to the reporting required by Section 103 of CERCLA, 42 U.S.C. § 9603, Section 304 of EPCRA, 42 U.S.C.
§ 11004, or Section 260.505 R.S.Mo. Within twenty (20) days of the on-set of such an event, the Settling Defendants shall furnish to Plaintiffs a written report, signed by the Settling Defendants' Project Coordinator, setting forth the events which

occurred and the measures taken, and to be taken, in response thereto. Within thirty (30) days of the conclusion of such an event, the Settling Defendants shall submit a report setting forth all actions taken in response thereto.

31. The Settling Defendants shall submit to EPA and the State each year, within thirty (30) days of the anniversary of the entry of the Consent Decree, a report setting forth the status of the Work, which shall at a minimum include a statement of major milestones accomplished in the preceding year, a statement of tasks remaining to be accomplished, and a schedule for implementation of the remaining Work. The Settling Defendants shall submit three (3) copies of the report to EPA and three (3) copies of the report to the State.

32. The Settling Defendants shall submit three (3) copies of all submittals required by this Consent Decree, including all plans, reports, and data required by the SOW, the Remedial Design Work Plan, the Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. The Settling Defendants shall simultaneously submit three (3) copies of all such submittals to the State.

33. All reports and other documents submitted by the Settling Defendants to EPA (other than the monthly progress reports referred to above) which purport to document the Settling Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Defendants.

XII. SUBMISSIONS REQUIRING AGENCY APPROVAL

34. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, will: (a) approve, in whole or in part, the submission; or (b) disapprove, in whole or in part, the submission, notifying the Settling Defendants of any deficiencies and the reasons therefor. Disapproval by EPA of an initial submittal under this Paragraph shall not be subject to the dispute resolution procedures of Section XXII.

35. In the event of approval by EPA, the Settling Defendants shall proceed to take any action required by the plan, report, or other item, as approved by EPA.

36. Except as otherwise provided in this Consent Decree, upon receipt of a notice of disapproval, the Settling Defendants shall, within fourteen (14) working days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the notice of disapproval, the Settling Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

37. If, upon resubmission, the plan, report or item is disapproved by EPA, the Settling Defendants shall be deemed to have failed to submit such plan, report or item timely and adequately unless the Settling Defendants invoke the dispute resolution procedures set forth in Section XXII (Dispute

Resolution) and EPA's action is overturned pursuant to that Section. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require that the Settling Defendants correct the deficiencies, in accordance with the preceding Paragraphs. In addition, or in the alternative, EPA retains the right to amend or develop the plan, report or other item. Subject only to the right to invoke procedures set forth in Section XXII (Dispute Resolution), the Settling Defendants shall implement any such plan, report, or item as amended or developed by EPA. All plans, reports, and other such submittals required to be submitted to EPA under this Consent Decree shall, upon approval by EPA, be deemed to be incorporated in and an enforceable part of this Consent Decree.

38. The Settling Defendants may submit any disapproval, modifications or conditions of approval to which they object for dispute resolution pursuant to Section XXII of this Consent Decree. The provisions of Section XXII (Dispute Resolution) and Section XXIII (Stipulated Penalties) shall govern the implementation of Work and accrual and payment of any stipulated penalties during dispute resolution. Implementation of approved portions of the submissions shall not relieve the Settling Defendants of any liability for stipulated penalties with respect to the disapproved portions under Section XXIII (Stipulated Penalties).

XIII. PROJECT COORDINATORS

39. Within twenty (20) days of entry of this Consent

Decree, Settling Defendants, the State and EPA will notify each other, in writing, of the name, address, and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least five (5) working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Defendants' Project Coordinator shall have the technical expertise and experience sufficient to adequately oversee all aspects of the Work and shall be subject to EPA approval based on this criteria. The Settling Defendants' Project Coordinator shall not be acting as an attorney for any of the Settling Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

40. Plaintiffs may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager ("RPM") by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternate Project Coordinator shall have the authority,

consistent with the NCP, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

41. Unless otherwise agreed upon by EPA and the Settling Defendants, EPA's Project Coordinator and the Settling Defendants' Project Coordinator will meet, at a minimum, on a quarterly basis. The State will be given the opportunity to attend such meetings.

XIV. ASSURANCE OF ABILITY TO COMPLETE WORK

42. (a) Within thirty (30) days of entry of this Consent Decree the Settling Defendants shall establish and maintain financial security in the amount of $17,600,000.00 in one of the following forms:

i) A surety bond guaranteeing performance of the Work;

ii) One or more irrevocable letters of credit equaling the total estimated cost of the Work;

iii) A trust fund;

iv) A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of the Settling Defendants; or

v) A demonstration that one or more of the Settling Defendants satisfy the requirements of 40 C.F.R. § 264.143(f).

b. If the Settling Defendants seek to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 42(a)(iv) of this Consent Decree, Settling Defendants shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. § 264.143(f). If the Settling Defendants seek to demonstrate their ability to complete the Work by means of the corporate guarantee or the financial test pursuant to Paragraph 42(a)(iv) or 42 (a)(v), they shall resubmit sworn statements conveying the information required by 40 C.F.R. § 264.143(f) annually, on the anniversary date of this Consent Decree. The Settling Defendants may during the term of this Consent Decree, subject to EPA approval, change the form of their financial assurance for the remaining Work to be performed under this Consent Decree to any of the options set forth in Paragraph 42(a) and may, subject to EPA's approval, change the amount of financial assurance to reflect the estimated cost of the remaining Work. In the event that EPA, after a reasonable opportunity for review and comment by the State, determines at any time that the financial assurances provided pursuant to this Section are inadequate, the Settling Defendants shall, within thirty (30) days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 42(a) of this Consent Decree. The Settling Defendants' inability to demonstrate

financial ability to complete the Work shall not excuse performance of any activities required by this Consent Decree.

XV. TRUST FUND

43. Within fifteen (15) days after the entry of this Consent Decree, the Settling Defendants shall present to EPA a fully executed trust agreement (the "Trust Agreement") substantially in the form of Appendix I establishing the MEW Site Trust Fund (the "Trust Fund"). The Trust Agreement shall appoint a Trustee(s) and shall confer upon the Trustee(s) all powers and authorities necessary to hold, administer, and disburse the funds to fulfill the obligations of the Settling Defendants under this Consent Decree. Within thirty (30) days of entry of this Consent Decree, the Defendants shall pay into the Trust Fund funds sufficient to pay for the Settling Defendants' obligations for the first ninety (90) days after entry of the Consent Decree. Money paid into the Trust Fund by Defendants shall be used solely to pay proper and necessary expenses pursuant to this Consent Decree, including expenses of administering the Trust Fund; provided, however, the Settling Defendants may finance mutually beneficial activities out of the Trust Fund, including cost recovery or other litigation and payment of stipulated penalties, so long as all transactions for funding, and paying the expenses connected with, such activities are accounted for separately. Any funds used to finance such mutually beneficial activities shall not be used to satisfy the funding requirements set forth in Paragraph 45. Any such payments shall not be construed as

fines, penalties or sanctions, except in the case of stipulated penalties pursuant to Section XXIII.

44. Notwithstanding anything in the Trust Agreement, Settling Defendants shall be jointly and severally liable for compliance with this Consent Decree. The Settling Defendants shall provide EPA and the State with written notice at least thirty (30) days in advance of any proposed change in the Trust Agreement or of any Trustee.

45. The Trust Agreement shall provide that the Trustee(s) will, within thirty (30) days after their appointments and every ninety (90) days thereafter, submit to the Settling Defendants, EPA, and the State financial reports that include cash flow projections showing the level of funds that will be necessary to pay for the obligations of the Settling Defendants under this Consent Decree for the next one-hundred eighty (180) days and the amount of money currently in the Trust Fund. If the amount of money in the Trust Fund is less than the amount projected in the Trustee's report to be needed for the next one-hundred eighty (180) days, the Settling Defendants shall, within forty-five (45) days after issuance of the Trustee's report, deposit into the Trust Fund amounts sufficient to bring the level of the Trust Fund up to that projected amount. Settling Defendants shall in any event make payments to the Trust Fund when and to the extent necessary to ensure uninterrupted progress and timely completion of the Work.

XVI. CLAIMS AGAINST THE FUND

46. In accordance with Section 122(b)(1) of CERCLA, 42 U.S.C. § 9622(b)(1), this Section and Appendix D of this Consent Decree, EPA will reimburse the Settling Defendants for certain costs of the design and construction of the Remedial Action, the Groundwater Design Investigation, and any additional response actions conducted by the Settling Defendants necessary to achieve the Performance Standards pursuant to Section VII of this Consent Decree. In accordance with Appendix D of this Consent Decree, the Settling Defendants may submit a claim(s) for reimbursement to the Hazardous Substance Superfund (the "Superfund") for twenty (20) percent of the costs incurred by the Settling Defendants in performing such activities. Such claim(s) against the Superfund shall cover only the Settling Defendants' costs of such activities. However, in no event shall such claims(s) include (a) any expenses incurred for Operation and Maintenance; (b) any Future Response Costs incurred by the Plaintiffs; or (c) any of the Settling Defendants' response costs that were incurred prior to the date of entry of this Consent Decree. In addition, in no event shall the total of such reimbursements from the Superfund exceed $3,500,000.00. Reimbursement from the Superfund of the amounts claimed by the Settling Defendants shall be subject to the applicable claims and audit procedures specified in Appendix D.

47. If EPA denies a claim in whole or in part, it will notify the Settling Defendants of the reason(s) for such denial.

If the Settling Defendants are dissatisfied with EPA's decision, the Settling Defendants may, within thirty (30) days after receiving notice of EPA's decision, request an administrative hearing as provided in Section 112(b)(2) of CERCLA, 42 U.S.C. § 9612(b)(2).

48. Payment of any claim under this Section shall be subject to the Settling Defendants subrogating to the United States their rights as claimants to recover from the person(s) responsible or liable those costs for which Settling Defendants are compensated from the Superfund.

49. Further, the Settling Defendants and their contractors shall assist in any cost recovery action which may be initiated by the United States by furnishing the personnel, documents and materials needed to assist EPA in the collection of evidence to document work performed and costs expended by the Settling Defendants or their contractors at the Site; providing all requested assistance in the interpretation of such evidence and costs; and providing supporting testimony. All of the Settling Defendants' contracts which implement the preauthorization decision document shall include a specific requirement that the contractors agree to provide this cost recovery assistance.

50. The Settling Defendants shall not make any claims against the Superfund except as provided in this Section.

XVII. CERTIFICATION OF COMPLETION

51. Completion of the Remedial Action and Groundwater Design Investigation

a. Within ninety (90) days after the Settling Defendants conclude that the Remedial Action and Groundwater Design Investigation have been fully performed and the Performance Standards for soil remediation have been attained, the Settling Defendants shall so certify to the United States and the State and shall schedule and conduct a pre-certification inspection to be attended by the Settling Defendants, EPA, and the State. If, after the pre-certification inspection, the Settling Defendants still believe that the Remedial Action and Groundwater Design Investigation have been fully performed and the Performance Standards for soil remediation have been attained, they shall submit a written report to EPA for approval pursuant to Section XII (Submissions Requiring Agency Approval) within sixty (60) days of the inspection. In the report, qualified professionals representing the Settling Defendants' Construction Management Contractor and the Soil and Groundwater Prime Contractors shall certify that the Remedial Action and Groundwater Design Investigation have been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants' Construction Management Contractor:

> "I certify that the information contained in or accompanying this submission is true, accurate, and complete."

If, after completion of the pre-certification inspection and receipt and review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that the Remedial Action or Groundwater Design Investigation or any portion thereof has not been completed in accordance with this Consent Decree or that the Performance Standards for soil remediation have not been achieved, EPA will notify Settling Defendants in writing of the activities that must be undertaken to complete the Remedial Action and/or Groundwater Design Investigation and achieve the Performance Standards for soil remediation. EPA will set forth in the notice a schedule for performance of such activities consistent with this Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XII (Submissions Requiring Agency Approval). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to their right to invoke the dispute resolution procedures set forth in Section XXII (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent Certification of Completion by the Settling Defendants and after a reasonable opportunity for review and comment by the State, that the Remedial Action and Groundwater Design Investigation have been fully performed in accordance with this Consent Decree and that the Performance Standards for soil

remediation have been achieved, EPA will so certify in writing to the Settling Defendants. This certification shall constitute the Certification of Completion of the Remedial Action and Groundwater Design Investigation for purposes of this Consent Decree, including, but not limited to, Section XXIV (Covenants Not to Sue by U.S. and the State). Certification of Completion of the Remedial Action and Groundwater Design Investigation shall not affect the Settling Defendants' obligations under this Consent Decree that continue beyond the Certification of Completion, including, but not limited to, access, Operation and Maintenance, record retention, indemnification, insurance, and payment of Future Response Costs and penalties.

52. Completion of the Work

a. Within ninety (90) days after the Settling Defendants conclude that all phases of the Work (including O & M), have been fully performed, the Settling Defendants shall so certify to the United States and the State by submitting a written report by qualified professionals representing the Settling Defendants' Construction Management Contractor and Soils and Groundwater Prime Contractors certifying that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants' Construction Management Contractor:

> "I certify that the information contained in or accompanying this submission is true, accurate, and complete."

If, after review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify the Settling Defendants in writing of the activities that must be undertaken to complete the Work. EPA will set forth in the notice a schedule for performance of such activities consistent with this Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XII (Submissions Requiring Agency Approval). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke dispute resolution procedures set forth in Section XXII (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent Certification of Completion by the Settling Defendants and after a reasonable opportunity for review and comment by the State, that the Work has been fully performed in accordance with this Consent Decree, EPA will so notify the Settling Defendants in writing.

XVIII. EMERGENCY RESPONSE

53. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, the Settling Defendants shall immediately take all

appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Defendants shall notify the EPA Emergency Response Unit, Region VII. The Settling Defendants shall take such actions in consultation with EPA's Project Coordinator and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, or any other applicable plans or documents developed pursuant to the SOW. In the event that the Settling Defendants fail to take appropriate response action as required by this Section, and EPA or, as appropriate, the State takes such action instead, the Settling Defendants shall reimburse EPA and the State for all costs of the response action not inconsistent with the NCP pursuant to Section XIX (Reimbursement of Response Costs).

54. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, or the State, to take, direct, or order all appropriate action or to seek an order from the Court to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of Waste Material on, at, or from the Site.

XIX. REIMBURSEMENT OF RESPONSE COSTS

55. The Settling Defendants shall reimburse the United States and the State for all Future Response Costs incurred by

the United States and the State. The United States and the State will each send the Settling Defendants a bill on a semi-annual basis requiring payment that includes a cost summary, which includes all direct and indirect costs incurred by EPA, DOJ and the State and their contractors. EPA's cost summary shall include (a) EPA's payroll costs, including the names of the persons charging time to the Site, the pay period, the number of hours and the applicable salary and benefit costs for such persons; (b) EPA's travel costs, including the names of the persons charging such travel and the applicable transportation, per diem and incidental costs; (c) contract costs, including actual dollar amounts, date(s) paid and invoice number(s) for such payments; and (d) indirect costs, including the amount computed on the basis of direct labor hours. The Settling Defendants shall make all payments within forty-five (45) days of the Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 56. Payments to the United States shall be in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund," and referencing CERCLA Number 76R and DOJ Case Number 90-11-2-614A in reimbursement of Future Response Costs. The Settling Defendants shall forward the certified check(s) to Mellon Bank, attn: Superfund Accounting, EPA Region VII, (Comptroller Branch), P.O. Box 360748M, Pittsburgh, PA 15251. Copies of the check(s) paid pursuant to this Section and any accompanying transmittal letter(s) shall be sent to the United States as provided in

Section XXIX (Notices and Submissions). Payments to the State shall be in the form of a certified check or checks made payable to Hazardous Substance Remedial Fund, P.O. Box 176, Missouri Department of Natural Resources, Jefferson City, Missouri 65102, and shall reference the style of the State's Complaint and its civil action number.

56. The Settling Defendants may contest payment of any Future Response Costs under Paragraph 55 if they determine that the United States or the State has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within forty-five (45) days of receipt of the bill and must be sent to the United States (if the United States' bill is being disputed) or the State (if the State's bill is being disputed) pursuant to Section XXIX (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Defendants shall, within the forty-five (45) day period, pay all uncontested Future Response Costs to the United States or the State in the manner described in Paragraph 55. Simultaneously, the Settling Defendants shall establish an interest-bearing escrow account in a bank duly chartered in the State of Missouri and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Defendants shall send to the United States and the State, as provided in Section XXIX (Notices and

Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendants shall initiate the Dispute Resolution procedures in Section XXII (Dispute Resolution). If the United States or the State prevails in the dispute the Settling Defendants shall, within forty-five (45) days of the resolution of the dispute, direct the escrow holder to remit the balance of the escrow account (with accrued interest after payment of escrow fees) to the United States or the State, if State costs are disputed, in the manner described in Paragraph 55. If the Settling Defendants prevail concerning any aspect of the contested costs, the Settling Defendants shall direct the escrow holder to remit payment for that portion of the costs (plus associated accrued interest, but less a proportionate share of the escrow fees) for which they did not prevail to the United States or the State, if State costs are disputed, in the manner described in Paragraph 55; the Settling Defendants shall be disbursed the balance of the escrow account (after payment of the balance of the escrow fees).

57. In the event that payments required by Paragraph 55 are not paid within forty-five (45) days of the Settling Defendants'

receipt of the bill, the Settling Defendants shall pay interest on the unpaid balance at the rate established by the Department of Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13. Interest on Future Response Costs shall begin to accrue forty-five (45) days after the Settling Defendants' receipt of the bill. Payments made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of the Settling Defendants' failure to make timely payments under this Section.

XX. INDEMNIFICATION AND INSURANCE

58. Except as expressly provided in Section XVI (Claims Against the Fund) and Appendix D of this Consent Decree, the United States and the State do not assume any liability by entering into this Consent Decree or by virtue of any designation of the Settling Defendants as EPA's authorized representatives under Section 104(e), 42 U.S.C. § 9604(e), of CERCLA. The Settling Defendants shall indemnify, save and hold harmless the United States, the State and their officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action or other costs incurred by the United States or the State including, but not limited to, attorneys' fees and other expenses of litigation and settlement, arising from, or on account of, acts or omissions of the Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to

this Consent Decree, including, but not limited to, any claims arising from any designation of the Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of the Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States or the State.

59. Except as expressly provided in Section XVI (Claims Against the Fund), the Settling Defendants waive, and shall indemnify and hold harmless the United States and the State with respect to, any claims for damages or reimbursement from the United States or the State, or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of the Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

60. No later than fifteen (15) days prior to commencing any Work, the Settling Defendants shall secure, and shall maintain for the duration of the obligations set forth in this Consent Decree, comprehensive general liability and automobile insurance with a limit of one million dollars ($1,000,000.00), combined single limit, naming as additional insureds the United States and the State. In addition, for the duration of this Consent Decree,

the Settling Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of the Settling Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, the Settling Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. The Settling Defendants shall resubmit such certificates and copies of policies each year on the renewal date(s) of such policies. If Settling Defendants demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, the Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor. In the event that the Settling Defendants are unable to obtain or maintain the insurance required hereunder, they may seek relief under Section XXI (Force Majeure).

XXI. FORCE MAJEURE

61. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Settling Defendants or of any entity controlled by the

Settling Defendants, including, but not limited to, their contractors and subcontractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Defendants' best efforts to avoid the delay and fulfill their obligation. The requirement that the Settling Defendants exercise "best efforts to avoid the delay and fulfill their obligation" includes using best efforts to anticipate any potential Force Majeure event and best efforts to address the effects of any potential Force Majeure event (1) as it is occurring and (2) following the potential Force Majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work, a failure to attain the Performance Standards or a denial of a claim made pursuant to Section XVI (Claims Against the Fund).

62. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a Force Majeure event, the Settling Defendants shall notify orally or in writing EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event that both of EPA's designated representatives are unavailable, the Director of the Hazardous Waste Management Division, EPA Region VII, within forty-eight (48) hours of when the Settling Defendants first knew or should have known that the event might cause a delay. Within seven (7) working days thereafter, the Settling Defendants shall provide in writing to EPA

and the State the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and a statement as to whether, in the opinion of the Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare, or the environment. The Settling Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a Force Majeure. The Settling Defendants shall exercise best efforts to avoid or minimize any delay and any effects of a delay. Failure to comply with the above requirements shall preclude the Settling Defendants from asserting any claim of Force Majeure for that event. The Settling Defendants shall be deemed to have notice of any circumstance of which their contractors or subcontractors had or should have had notice.

63. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a Force Majeure event, the time for performance of the obligations under this Consent Decree that are affected by the Force Majeure event will be extended by agreement of the parties for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the Force Majeure event shall not, of

itself, extend the time for performance of any subsequent obligation.

64. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that a delay or anticipated delay has been or will be caused by a Force Majeure event, or does not agree with Settling Defendants on the length of the extension, EPA will notify the Settling Defendants in writing of its decision. The Settling Defendants shall invoke the dispute resolution procedures set forth in Section XXII (Dispute Resolution) no later than thirty (30) days after receipt of such notice. In any such proceeding, the Settling Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a Force Majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the Settling Defendants complied with the requirements of Paragraphs 61 and 62, above. If Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by the Settling Defendants of the affected obligation of this Consent Decree.

XXII. DISPUTE RESOLUTION

65. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree and shall apply to all provisions of

this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

66. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by agreement of the parties to the dispute. The dispute shall be considered to have arisen when an authorized representative of a group of Settling Defendants allocated a majority of the total RU allocated to all the Settling Defendants current in their payment obligations under Section XV (Trust Fund) of this Consent Decree notifies the other Parties in writing that there is a dispute.

67. In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph, then the position advanced by EPA shall be considered binding unless, within thirty (30) days after the conclusion of the informal negotiation period, the Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written statement of position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants.

68. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of response actions performed pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by the Settling Defendants regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Paragraph and Paragraph 67.

b. Within fourteen (14) days after receipt of the Settling Defendants' statement of position submitted pursuant to Paragraph 67, EPA will serve on the Settling Defendants its statement of position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA, in response to the Settling Defendants' statement of position. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

c. The Director of the Waste Management Division, EPA Region VII, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 68.a. This decision shall be binding upon the Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraph 68.d. and e.

d. Any administrative decision by EPA pursuant to Paragraph 68.c. shall be reviewable by this Court, provided that a notice of judicial appeal is filed by the Settling Defendants with the Court and service is attempted on all Parties within thirty (30) days of receipt of EPA's decision. The notice of judicial appeal shall include a description of the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to the Settling Defendants' notice of judicial appeal within thirty (30) days of service of such notice.

e. In proceedings on any dispute governed by this Paragraph, the Settling Defendants shall have the burden of demonstrating that the decision of the Waste Management Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraphs 68.a and 68.b.

69. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, including, but not limited to disputes over the timeliness of submittals, Force Majeure, Future Response Costs and the amount of stipulated penalties, shall be governed by this Paragraph.

a. Following receipt of the Settling Defendants' statement of position submitted pursuant to Paragraph 67, the Waste Management Division Director will issue a final decision resolving the dispute. The Waste Management Division Director's decision shall be binding on the Settling Defendants unless, within thirty (30) days of receipt of the decision, the Settling Defendants file with the Court and attempt service on all Parties a notice of judicial appeal setting forth the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to the Settling Defendants' notice of judicial appeal within thirty (30) days of service of said notice.

b. Notwithstanding Section I, Paragraph O of this Consent Decree, judicial review of any dispute governed by this paragraph shall be governed by applicable provisions of law. In any such proceeding, the Settling Defendants shall bear the

burden of coming forward with evidence and the burden of persuasion on factual issues.

70. The invocation of formal dispute resolution procedures under this Section shall not of itself extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent Decree, except that payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute as provided in Paragraph 78. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXIII (Stipulated Penalties).

71. Disputes regarding any claim made by the Settling Defendants pursuant to Section XVI (Claims Against the Fund) and Appendix D shall be resolved as provided by Section 112(b) of CERCLA, 42 U.S.C. § 9612(b).

XXIII. STIPULATED PENALTIES

72. Subject to the Settling Defendants' ability to invoke the Dispute Resolution procedures of Section XXII (Dispute Resolution) as described in this Section XXIII (Stipulated Penalties), the Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 73, 74 and 75 to the United States and, where applicable, the State for failure to comply with the requirements of this Consent

Decree specified below, unless excused under Section XXI (Force Majeure). "Compliance" by Settling Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

73. If the Settling Defendants do not submit the deliverable items listed below by the deadlines stated in the SOW, the following stipulated penalties shall be payable to the United States per working day by the Settling Defendants:

U.S. Penalty Per Violation Per Working Day	Period of Noncompliance
$ 1,000	1st thru 14th day
$ 2,000	15th thru 30th day
$ 4,000	31st thru 60th day
$ 8,000	61st day and beyond

The penalties in this Paragraph shall apply to the following deliverable items:

i. The Remedial Design Work Plan specified in Task I of the SOW.

ii. The 40 percent design document package specified in Task I, Section 4.1.3.1 of the SOW.

iii. The interim design document package specified in Task I Section 4.1.3.4 of the SOW.

iv. The final design document package specified in Task I, Section 4.1.3.4 of the SOW.

v. The Remedial Action Work Plan specified in Task II of the SOW.

vi. Monthly progress reports for work performed as specified in Task III of the SOW.

vii. The draft Groundwater Design Investigation Plan specified in Task IV of the SOW.

74. (a) In the event that EPA assumes performance of the remaining Work pursuant to Paragraph 90 of Section XXIV (Covenant Not to Sue by U.S. and the State), Settling Defendants shall be liable for a stipulated penalty to the United States in the amount of $500,000.00.

(b) In the event that EPA assumes performance of the remaining Work pursuant to Paragraph 90 of Section XXIV (Covenant Not to Sue by U.S. and the State), Settling Defendants shall be liable for a stipulated penalty to the State in the amount of $50,000.00. Said stipulated penalty shall be due and payable only in the event the State is required to submit to the United States its ten percent (10%) of the costs incurred by EPA in performing a portion of the Work pursuant to Section 104(c)(3) of CERCLA, 42 U.S.C. § 9604(c)(3). In the event that the United States recovers all of its costs incurred pursuant to Paragraph

90 from a source other than the State, the Settling Defendants' liability for the stipulated penalties shall be extinguished.

75. (a) In the event that EPA assumes performance of a portion of the remaining Work pursuant to Paragraph 90 of Section XXIV (Covenant not to Sue by U.S. and the State), Settling Defendants shall be liable for a stipulated penalty to the United States in the amount of $75,000.00.

(b) In the event that EPA assumes performance of a portion of the remaining Work pursuant to paragraph 90 of Section XXIV (Covenant not to Sue by U.S. and the State), Settling Defendants shall be liable for a stipulated penalty to the State in the amount of $7,500.00. Said stipulated penalty shall be due and payable only if the State is required to submit to the United States its ten percent (10%) of the costs incurred by EPA in performing a portion of the Work pursuant to Section 104(c)(3) of CERCLA, 42 U.S.C. § 9604(c)(3). In the event that the United States recovers all of its costs incurred pursuant to Paragraph 90 from a source other than the State, the Settling Defendants liability for the stipulated penalties shall be extinguished.

76. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

77. Following the United States' and the State's determination that Settling Defendants have failed to comply with a requirement of this Consent Decree, the United States and the State will give Settling Defendants written notification of same and describe the noncompliance. This notice will also indicate the amount of penalties due and whether the penalties continue to accrue. However, penalties shall accrue as provided in the proceeding paragraph regardless of whether EPA or the State has notified the Settling Defendants of a violation.

78. All penalties owed to the United States and/or the State under this Section shall be due and payable within forty-five (45) days of the Settling Defendants' receipt from EPA and/or the State of notifications of noncompliance, unless Settling Defendants invoke the Dispute Resolution procedures under Section XXII (Dispute Resolution). The Settling Defendants shall pay EPA and the State interest on the unpaid balance, which shall begin to accrue at the end of the forty-five (45) day period at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). All payments to the United States under this Section shall be paid by certified check made payable to "EPA Hazardous Substance Superfund," shall be mailed to Mellon Bank, attn: Superfund Accounting, EPA Region VII, (Comptroller Branch), P.O. Box 360748M, Pittsburgh, PA 15251, and shall reference CERCLA Number 76R and DOJ Case Number 90-11-2-614A. All payments to the State under this Section shall be paid by certified check made payable to the Cape Girardeau County Treasurer as Trustee

for the Cape Girardeau County School Fund. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States and the State as provided in Section XXIX (Notices and Submissions).

79. Neither the filing of a petition to resolve a dispute nor the payment of penalties shall alter in any way the Settling Defendants' obligation to complete the performance required hereunder.

80. The Settling Defendants may dispute the United States' and the State's right to the stated amount of penalties by invoking the dispute resolution procedures under Section XXII herein. Penalties shall accrue but need not be paid during the dispute resolution period.

81. Penalties shall continue to accrue as provided in Paragraph 76 during the dispute resolution period, but need not be paid until the following decision points:

a. If the dispute is resolved by agreement or by a decision of EPA and the State which is not appealed to this Court, accrued penalties shall be paid to EPA and the State within forty-five (45) days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court, accrued penalties shall be paid to EPA and the State within forty-five (45) days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

c. If the District Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties into an interest-bearing escrow account within forty-five (45) days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every sixty (60) days. Within forty-five (45) days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account (after payment of escrow fees) to EPA and the State or to Settling Defendants to the extent that either prevails.

82. If Settling Defendants fail to pay stipulated penalties when due, the United States or the State may institute proceedings to collect the penalties, as well as interest. Settling Defendants shall pay interest on the unpaid balance, which shall begin to accrue at the end of the forty-five day period at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). However, nothing in this Section shall be construed as prohibiting, altering, or in any way limiting the ability of Plaintiffs to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Consent Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. §9622(l).

83. No payments made under this Section shall be tax deductible for Federal or State tax purposes.

84. Notwithstanding any provisions of this Section, EPA and the State retain the discretionary and non-reviewable right to waive or forego stipulated penalties.

XXIV. COVENANTS NOT TO SUE BY U.S. AND THE STATE

85. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 86, 87 and 89 of this Section, the United States and the State covenant not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, and, with respect to the State, applicable state law for performance of the Work. These covenants not to sue shall take effect upon entry of the Consent Decree. These covenants not to sue are conditioned upon the complete and satisfactory performance by the Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

86. Plaintiffs' Pre-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Settling Defendants (1) to perform additional response actions relating to contaminated soil and

investigation of the groundwater at the Site or (2) to reimburse the United States and the State for additional response costs relating to contaminated soil and investigation of the groundwater at the Site, if, prior to Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.:

(i) conditions at the Site, previously unknown to EPA or the State, are discovered after the entry of this Consent Decree; or

(ii) information is received, in whole or in part, after the entry of this Consent Decree,

and these previously unknown conditions or this information together with any other relevant information indicate that the Remedial Action or Groundwater Design Investigation is not protective of human health and the environment.

87. Plaintiffs' Post-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants (1) to perform additional response actions relating to contaminated soil and investigation of the groundwater at the Site or (2) to reimburse the United States and the State for additional response costs relating to contaminated soil and investigation of the groundwater at the Site if, subsequent to Certification of Completion of the

Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.:

(i) conditions at the Site, previously unknown to EPA or the State, are discovered after such Certification of Completion, or

(ii) information is received, in whole or in part, after such Certification of Completion,

and these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action or Groundwater Design Investigation is not protective of human health and the environment.

88. For purposes of Paragraph 86, the information previously received by and the conditions known to the EPA and the State shall include only that information and those conditions set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 87, the information previously received by and the conditions known to EPA and the State shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and any information received by EPA and the State pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.

89. General Reservations of Rights. The covenants not to sue set forth above do not pertain to any matters other than

those expressly specified in Paragraph 85. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

(1) claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;

(2) liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;

(3) liability for damages for injury to, destruction of, or loss of natural resources;

(4) liabilities for response costs that have been or may be incurred by the United States Department of Interior as trustee, or the State as Trustee for natural resources which have been or may be affected by releases at and/or from the Site;

(5) criminal liability;

(6) liability for violations of federal or state law which occur during or after implementation of the Remedial Action or Groundwater Design Investigation;

(7) Past Response Costs;

(8) liability for costs that the United States, on behalf of EPA, and the State will incur related to the Site but which are not within the definition of Future Response Costs; and

(9) Liability for the release or threatened release of Waste Material into the groundwater from the Site, except for the Groundwater Design Investigation.

90. In the event EPA determines that the Settling Defendants have failed to implement any provisions of the Work in an adequate or timely manner, EPA will provide notice of such determination to the Settling Defendants and after providing such notice EPA may perform any and all portions of the remaining Work as EPA determines necessary. The Settling Defendants may invoke the procedures set forth in Section XXII (Dispute Resolution) to dispute such a determination. Costs incurred by the United States, on behalf of EPA, and the State in performing the Work pursuant to this Paragraph shall be considered Future Response Costs for the purposes of Section XIX (Reimbursement of Response Costs).

91. Notwithstanding any other provisions of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XXV. COVENANTS NOT TO SUE BY THE SETTLING DEFENDANTS

92. Except as provided in Section XVI (Claims Against the Fund) and Appendix D, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States, excluding any federal department, agency or instrumentality potentially responsible under Section

107(a) of CERCLA, 42 U.S.C. § 9607(a), ("Federal PRPs"), or the State with respect to this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111 or 112 or any other provision of law, or to seek any other costs, damages or attorneys' fees from the United States or the State arising out of response activities at the Site. Except as provided in Section XVI and Appendix D of this Consent Decree, nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXVI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

93. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

94. With regard to claims for contribution against the Defendants and Settling Federal Agencies for matters addressed in this Consent Decree, the Parties hereto agree that the Defendants and Settling Federal Agencies are entitled, as of the effective date of this Consent Decree, to such protection from contribution actions or claims as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and/or Section 122(g) of CERCLA, 42 U.S.C. § 9622(g).

95. The Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States and the State in writing no later than sixty (60) days, or as soon as practicable, prior to the initiation of such suit or claim. The Defendants agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States and the State within fourteen (14) days of receipt of summons of such suit or claim. The United States will provide the Settling Defendants written notice of any suit or claim brought by it for matters related to this Consent Decree at the time such suit or claim is initiated.

96. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, the Defendants and Settling Federal Agencies shall not assert, and may not maintain, any defense or

claim based upon the principles of waiver or claim-splitting, or otherwise based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXIV (Covenants Not to Sue by U.S. and the State).

97. Nothing in this Consent Decree shall limit claims of the Defendants against each other based upon a contractual right of indemnification or claims by any Settling Defendant against any person not a party to this Consent Decree. The Settling Defendants retain and reserve the right to assert claims against other Settling Defendants with respect to any agreement relating to the performance of their obligations under this Consent Decree.

98. Except as expressly provided in this Consent Decree, the Defendants reserve all rights and defenses they may have.

XXVII. ACCESS TO INFORMATION

99. The Settling Defendants shall provide to EPA and the State, upon request, copies of all non-privileged documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information relat-

ed to the Work. The Settling Defendants shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

100. (a) The Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), 40 C.F.R. § 2.203(b), and Sections 260.550 and 610.022 R.S.Mo. Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified the Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, 42 U.S.C. 9604(e)(7) the public may be given access to such documents or information without further notice to Settling Defendants in accordance with 40 C.F.R. Part 2, Subpart B.

(b) The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or applicable state law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (1) the title of the document, record or informa-

tion; (2) the date of the document, record, or information; (3) the names and titles of the author and recipient(s) respectively of the document, record or information; (4) a description of the contents of the document, record or information; and (5) the privilege asserted by the Settling Defendants. However, no documents, reports, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged.

101. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXVIII. RETENTION OF RECORDS

102. Until six (6) years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 52.b. of Section XVII (Certification of Completion) or until ten (10) years after the final claim for reimbursement under Section XVI (Claims Against the Fund) is submitted, whichever is later, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or liability of a Settling Defendant for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

Until six (6) years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 52.b. of Section XVII (Certification of Completion), Settling Defendants shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the Work.

103. At the conclusion of this document retention period, the Settling Defendants shall notify the United States and the State at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States or the State, the Settling Defendants shall deliver any such non-privileged records or documents to EPA or the State.

104. Each Settling Defendant hereby certifies, individually, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XXIX. NOTICES AND SUBMISSIONS

105. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one party to another, it shall

be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the State and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DOJ 90-11-2-614A

and

Director, Waste Management Division
United States Environmental Protection Agency
Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101

As to EPA:

Pauletta France-Isetts
EPA Project Coordinator
United States Environmental Protection Agency
Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101

As to the State:

James Kavanaugh
State Project Coordinator
Missouri Department of Natural Resources
Post Office Box 176
Jefferson City, Missouri 65102

James Fels
Missouri Division of Geology and Land Survey
P.O. Box 250
Rolla, Missouri 65401

As to the Settling Defendants:

Thomas E. Siedhoff
Union Electric
P.O. Box 149
1901 Chouteau Street
St. Louis, Missouri 63166

and Settling Defendants' Project Coordinator
(To be designated pursuant to Section XIII (Project Coordinator)

XXX. SETTLEMENT ON BEHALF OF SETTLING FEDERAL AGENCIES

106. Within a reasonable period of time after the effective date of this Consent Decree, the United States shall cause $58,539.62 to be directly transferred to the Hazardous Substance Superfund, which reflects the Settling Federal Agencies' effective share of Past Response Costs incurred by EPA. The transfer shall reference CERCLA Number 76R and DOJ Numbers 90-11-2-614A and 90-11-2-657. Documentation of the transfer made pursuant to this Paragraph 106 shall be sent to the United States as provided in Section XXIX (Notices and Submissions).

107. Within a reasonable time after the effective date of this Consent Decree, the United States on behalf of the Settling Federal Agencies shall pay to the MEW Site Trust Fund the amount set forth on Appendix H, in the form of a check payable to "MEW Site Trust Fund," and shall send such check to Mercantile Bank of St. Louis, N.A., Trust Custody, P.O. Box 135, St. Louis, Missouri 63166, Attention Linda P. Jones. The amount set forth in Appendix H equals the sum of:

(i) all expenses paid, incurred or estimated to be incurred by the MEWSC through October 31, 1991, which the Parties agree are consistent with the NCP (excluding attorneys' fees paid, incurred or estimated to be incurred by MEWSC) ($1,510,397.73 less $95,340.06), multiplied by the Settling Federal Agencies' effective share of the RU sent to the Site, (5.2623189%) less the amount the Settling Federal Agencies have paid the MEWSC for assessments ($11,181.24); and

(ii) the estimated costs for which the Settling Defendants are responsible under this Consent Decree, less the estimated amount of reimbursement for which the Settling Defendants are eligible under Section XVI (Claims Against the Fund) ($16,555,277.00 less $3,060,837.30), said difference multiplied by the Settling Federal Agencies' effective share of the RU sent to the Site, (5.2623189%) said product multiplied by a Multiplier of 1.85.

108. In consideration of the payments made by the United States pursuant to this Section, and except as specifically provided in Paragraph 109 below, the State covenants not to sue and EPA and the State covenant not to take administrative action against any agency of the United States, including but not limited to the Settling Federal Agencies, pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), Section 7003 of RCRA, 42 U.S.C. § 6927, and, with respect to the State, applicable state law, relating to the Work and Future Response Costs and Past Response Costs. These covenants shall take effect

upon payment by the United States pursuant to Paragraphs 106 and 107.

109. Reservation of Rights by EPA and the State.

(a) Notwithstanding any other provision of this Consent Decree, the State reserves and this Consent Decree is without prejudice to the right to institute proceedings in this action or in a new action, and EPA and the State reserve the right to issue an administrative order seeking to compel the Federal PRPs to (1) perform additional response actions relating to the release or threatened release of Waste Material into the soil at or from the Site, or (2) reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.:

(i) conditions at the Site, previously unknown to EPA and the State, are discovered after such Certification of Completion; or

(ii) information is received, in whole or in part, after such Certification of Completion,

and these previously unknown conditions or information, together with other relevant information, indicate that the Remedial Action or Groundwater Design Investigation was not protective of human health and the environment. For the purposes of this Paragraph, the information received by and the conditions known to EPA and the State shall include only that information and those conditions set forth in the ROD, the administrative record

supporting the ROD, and any information received by EPA and the State pursuant to this Consent Decree prior to the Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.

(b) The covenants not to sue set forth in Paragraph 108 do not pertain to any matters other than those expressly specified in Paragraph 108. The United States, excluding the Settling Federal Agencies, and the State reserve, and this Consent Decree is without prejudice to, all rights against each Federal PRP with respect to all other matters, including but not limited to, the following:

i. Claims based on the failure by the United States to make payment pursuant to Paragraphs 106 and 107;

ii. Liability arising from the past, present or future disposal, release or threat of release of Waste Material outside of the Site;

iii. Liability for damages for injury to, destruction of, or loss of natural resources;

iv. Liability for response costs that have been or may be incurred by the United States Department of Interior as trustee or the State as trustee for natural resources which have been or may be affected by releases at and/or from the Site.

v. Liability for violations of federal or state law which occur during or after implementation of the Remedial Action and Groundwater Design Investigation not addressed in this Consent Decree;

vi. Liability arising from the release or threatened release of Waste Material into the groundwater at or from the Site except for the Groundwater Design Investigation; and

vii. Claims based on information not within the possession of or known to EPA or the State as of the date that such Party signs this Consent Decree, which increases the RU for which the United States, including but not limited to the Settling Federal Agencies, is responsible above the amount listed in Appendix H.

110. Except as provided in Section XVI of this Consent Decree (Claims Against the Fund) and Appendix D, and except for those claims reserved below in Paragraph 111, the Settling Defendants hereby release and covenant not to sue any Federal PRP for any claim, counterclaim or cause of action which has been or could have been asserted by such Settling Defendant as of the effective date of this Consent Decree relating to or arising from the following:

a. Past Response Costs as long as paid pursuant to Paragraph 106;

b. All costs paid, incurred or estimated to be incurred by MEWSC through October 31, 1991;

c. Future Response Costs;

d. The Work; and

e. Any future obligations or liability under this Consent Decree including, without limitation, any obligation to make additional contributions to the Trust Fund under this Consent Decree.

111. Paragraph 110 shall not be construed as providing covenants not to sue for:

a. Claims based on the failure of the United States to make payment pursuant to Paragraphs 106 or 107;

b. Any claim relating to the release or threatened release of Waste Material into the groundwater at or from the Site except for the Groundwater Design Investigation; or

c. Any claim based on information not within the possession of or known to EPA or the State or the Custodian of the MEWSC records as of September 30, 1991 which increases the RU for which the United States, including the Settling Federal Agencies, is responsible above the amount listed in Appendix H.

112. The Settling Defendants further agree to indemnify, defend and hold the Settling Federal Agencies harmless for any liability the Settling Federal Agencies may have for damages for injury to, destruction of, or loss of natural resources related to Waste Material in the soil or sediment at or from the Site, including the reasonable costs of assessing such injury, destruction, or loss.

113. Payments by the United States on behalf of the Settling Federal Agencies are subject to the availability of funds appropriated for this purpose. No provision of this Consent Decree shall be interpreted as or constitute a commitment or requirement that any federal agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

114. The Parties agree that this Consent Decree and the terms contained herein, including the requirements that the United States on behalf of the Settling Federal Agencies make payments pursuant to Paragraphs 106 and 107, are a final resolution of the Settling Federal Agencies' obligations pertaining to response costs required to be paid and response actions required to be performed by this Consent Decree.

XXXI. DE MINIMIS SETTLEMENT

A. Soil De Minimis Settling Defendants

115. Within thirty (30) days after the effective date of this Consent Decree, each De Minimis Settling Defendant listed in Appendix F ("Soil De Minimis Settling Defendants") shall pay to the Trust Fund or receive from the Settling Defendants, as indicated in Appendix F, the amount listed in Appendix F. Payments to the Trust Fund shall be in the form of a certified check made payable to "MEW Site Trust Fund" and shall be sent to Mercantile Bank of St. Louis, N.A., Trust Custody, P.O. Box 135, St. Louis, Missouri 63166, Attention: Linda P. Jones. Copies of the check(s), with a transmittal letter containing the case name and civil action number, shall be sent simultaneously to EPA's Project Coordinator. The amount listed in Appendix F equals the greater of:

a. The Tier Minimum Payment (as defined below), less the amount that the Soil De Minimis Settling Defendant has paid to date to the MEWSC for assessments (exclusive of payments of penalty assessments previously imposed by MEWSC), as listed next

to the Soil De Minimis Settling Defendant's name in Appendix F; or

b. The sum of (i) all expenses paid, incurred or estimated to be incurred by the MEWSC through October 31, 1991 ($1,510,397.73), which the Defendants agree are consistent with the NCP (excluding the cost of performing the Work), multiplied by the fraction listed next to the Soil De Minimis Settling Defendant's name in Appendix F as its proportional share of the RU sent to the Site (its "Fractional Share"), plus (ii) the sum of the estimated cost of performing the Work ($15,304,186.50), plus the estimated amount of Future Response Costs ($1,251,090.50), such sum multiplied by its Fractional Share and multiplied by the Multiplier (as defined below), less (iii) the amount that the Soil De Minimis Settling Defendant has paid to the MEWSC for assessments (exclusive of payments of penalty assessments previously imposed by MEWSC), as listed next to the Soil De Minimis Settling Defendant's name in Appendix F.

116. For the purposes of this Section, "Tier Minimum Payment" and "Multiplier" shall mean the respective amounts in the following table that correspond to the entry under "Tier" next to the Soil De Minimis Settling Defendant's name in Appendix F:

Tier	Tier Minimum Payment	Multiplier
1	$1,500.00	1.5
2	$2,000.00	2.0
3	$4,000.00	3.0

117. Each Soil De Minimis Settling Defendant shall pay to the Trust Fund interest on its unpaid balance due pursuant to Paragraph 115, which shall begin to accrue at the end of the thirty (30) day period at the rate established by Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

118. Each Soil De Minimis Settling Defendant has the option of paying to the United States within thirty (30) days of entry of this Consent Decree the amount attributed to it as Past Response Costs as set forth in Appendix F. Payment of such Past Response Costs shall be in the form of a certified check payable to "EPA Hazardous Substance Superfund," and referencing CERCLA Number 76R and DOJ Case Number 90-11-2-614A and shall be forwarded to Mellon Bank, attn: Superfund Accounting, EPA Region VII, (Comptroller Branch), P.O. Box 360748M, Pittsburgh, Pennsylvania 15251. Copies of the check(s) paid pursuant to this Section and any accompanying transmittal letter(s) shall be sent to the United States as provided in Section XXIX (Notices and Submissions).

119. Except for those claims reserved below in Paragraphs 120, 125 and 126, each Settling Defendant and Settling Federal Agency covenants not to sue any Soil De Minimis Settling Defendant and each Soil De Minimis Settling Defendant covenants not to sue any Defendant or Federal PRP for any claim or cause of action which has been or could have been asserted by such Settling Defendant, Settling Federal Agency or Soil De Minimis Settling Defendant as of the effective date of this Consent

Decree relating to or arising from the following:

a. Past Response Costs, as long as each Soil De Minimis Settling Defendant timely pays Past Response Costs attributable to it as set forth in Appendix F and as long as the United States on behalf of the Settling Federal Agencies pays Past Response Costs attributable to them as set forth in Appendix H;

b. The Remedial Investigation and Feasibility Study conducted by the MEWSC (the "RI/FS");

c. Future Response Costs;

d. The Work; and

e. Any future obligations or liability under this Consent Decree including, without limitation, any obligation to make additional contributions to the Trust Fund under this Consent Decree.

120. Paragraph 119 shall not be construed as providing covenants not to sue to any Soil De Minimis Settling Defendant who does not make timely payment as set forth in Paragraph 115 or to any other person or entity not a Party to this Consent Decree. The covenants not to sue contained in Paragraph 119 shall not apply to:

a. Any claim or demand for personal injury or property damage, except any such claims arising out of or in connection with the performance of the RI/FS or the Work;

b. Any claim based upon a contractual right of indemnification;

c. Criminal liability; or

d. Any claim relating to the release or threatened release of Waste Material into the groundwater at or from the Site.

121. Settling Defendants further agree to indemnify, defend and hold Soil De Minimis Settling Defendants harmless for any liability Soil De Minimis Settling Defendants may have for damages for injury to, destruction of, or loss of natural resources related to Waste Material in soil or sediment at or from the Site, including the reasonable costs of assessing such injury, destruction, or loss.

122. The Settling Defendants further agree to reimburse the Soil De Minimis Settling Defendants for payments made pursuant to this Consent Decree with proceeds received by the Settling Defendants from cost recovery claims against non-parties pursuant to the reimbursement formula set forth in Appendix J.

123. In consideration of the payments made pursuant to this Section, and except as specifically provided in Paragraphs 124, 125 and 126 below, the United States, excluding the Settling Federal Agencies (by virtue of the covenant not to sue in Paragraph 119), and the State covenant not to sue or take administrative action against the Soil De Minimis Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. § 9606 and 9607(a), Section 7003 of RCRA, 42 U.S.C. § 6927, and, with respect to the State applicable state law relating to the Work, Future Response Costs, and Past Response

Costs to the extent that the latter are timely paid pursuant to Paragraph 118. These covenants not to sue shall take effect upon timely payment by each Soil De Minimis Settling Defendant pursuant to Paragraph 115, provided, however, that any covenant not to sue for Past Response Costs is conditioned upon a Soil De Minimis Settling Defendant's timely payment of Past Response Costs attributable to it in Appendix F pursuant to Paragraph 118. These covenants not to sue extend only to the Soil De Minimis Settling Defendants and do not extend to any other person.

124. Reservation of Rights by U.S., excluding Settling Federal Agencies, and the State

(a) Notwithstanding any other provision of this Consent Decree, the United States, excluding the Settling Federal Agencies, and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Soil De Minimis Settling Defendants to (1) perform additional response actions relating to the release or threatened release of Waste Material into the soil at or from the Site, or (2) reimburse the United States, on behalf of EPA, for additional costs of response if, subsequent to Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.:

(i) conditions at the Site, previously unknown to EPA and the State, are discovered after such Certification of Completion; or

(ii) information is received, in whole or in part, after such Certification of Completion,

and these previously unknown conditions or information, together with other relevant information, indicate that the Remedial Action or Groundwater Design Investigation was not protective of human health and the environment. For the purposes of this Paragraph, the information received by and the conditions known to EPA and the State shall include only that information and those conditions set forth in the ROD, the administrative record supporting the ROD, and any information received by EPA and the State pursuant to this Consent Decree prior to the Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.

(b) The covenants not to sue set forth in Paragraph 123 do not pertain to any matters other than those expressly specified in Paragraph 123. The United States, excluding the Settling Federal Agencies, and the State reserve, and this Consent Decree is without prejudice to, all rights against each Soil De Minimis Settling Defendant with respect to all other matters, including but not limited to, the following:

i. Claims based the failure by such Soil De Minimis Settling Defendant to make timely payment pursuant to Paragraphs 115 and 118, including, but not limited to, the imposition of penalties pursuant to Section 109 of CERCLA;

ii. Liability arising from the past, present or future disposal, release or threat of release of Waste Material outside

of the Site;

iii. Liability for damages for injury to, destruction of, or loss of natural resources;

iv. Liabilities for response costs that have been or may be incurred by the United States Department of Interior as trustee, or the State as trustee for natural resources which have been, or may be affected by releases at and/or from the Site;

v. Criminal Liability;

vi. Liability for violations of federal or state law by such Soil De Minimis Settling Defendant which occur during or after implementation of the Remedial Action and Groundwater Design Investigation not addressed in this Consent Decree; and

vii. Liability arising from the release or threatened release of Waste Material into the groundwater at or from the Site, except for the Groundwater Design Investigation.

125. Nothing in this Consent Decree constitutes a covenant not to sue or promise not to take action, nor shall anything in this Consent Decree otherwise limit the ability of Plaintiffs or the Settling Defendants to seek or obtain further relief from any Soil De Minimis Settling Defendant, and the Settling Defendants' covenant not to sue and indemnification provided pursuant to Paragraphs 119 and 121, Plaintiffs' covenant not to sue provided pursuant to Paragraph 123 and the contribution protection provided in Section XXVI shall be null and void as to that Soil De Minimis Settling Defendant, if information not known to Plaintiffs or Settling Defendants at the time of their signing

Plaintiffs or Settling Defendants at the time of their signing this Consent Decree is discovered which indicates that such Soil De Minimis Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effect that the Soil De Minimis Settling Defendant no longer qualifies as a de minimis party at the Site because such party contributed four-tenths of one percent (0.4%) or more, by RU, of the hazardous substances at the Site or contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. However, if such former Soil De Minimis Settling Defendant pays in full its contribution to the Trust Fund based upon its newly determined RU, it shall receive all benefits and covenants provided to the other Settling Defendants.

126. If information not known to EPA, the State or the Settling Defendants at the time of their signing this Consent Decree is discovered which indicates that any Soil De Minimis Settling Defendant is responsible for more RU than the amount listed for that Soil De Minimis Settling Defendant in Appendix F and such amount would not have precluded that Soil De Minimis Settling Defendant from participating as a Soil De Minimis Settling Defendant, then such Soil De Minimis Settling Defendant shall, upon notice from Plaintiffs, pay to the Trust Fund, or, if the Trust Fund no longer exists, to the Superfund (i) that additional amount necessary to bring that Soil De Minimis Settling Defendant's payment to the level required if the correct

RU had been used as the basis for the initial payment to the Trust Fund (leaving unchanged the Fractional Shares of all the other De Minimis Settling Defendants), and (ii) interest from the date of entry of the Consent Decree until the date of payment, computed pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), on the amount of the late payment. The preceding sentence shall not be construed to permit or require the refund of any money from the Trust Fund or the Superfund or Plaintiffs to any Soil De Minimis Settling Defendant. If such Soil De Minimis Settling Defendant fails to pay the above amounts within sixty (60) days after receiving such notice, the covenants not to sue and indemnification provided in Paragraphs 119 and 121, the contribution protection provided in Section XXVI, and the covenant not to sue provided in Paragraph 123 shall be null and void.

127. By signing this Consent Decree, each Soil De Minimis Settling Defendant certifies that, to the best of its knowledge and belief:

a. It has made reasonable inquiry to gather all information which relates in any way to its ownership, operation, generation, use, treatment, transportation, storage or disposal of hazardous substances at or in connection with the Site, and has provided to Plaintiffs all such information; and

b. The information provided as described in Paragraph 127(a) above is materially true and correct.

128. Each Soil De Minimis Settling Defendant hereby waives any claim or cause of action against Plaintiffs or the Superfund with respect to this Consent Decree. This includes, but is not limited to, any direct or indirect claim for reimbursement from the Superfund through Sections 106(b)(2), 111 or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611 or 9612, or any other provision of law, or any claim arising out of any other provision of law.

129. The Defendants who executed the "Group Agreement for the Steering Committee of Potentially Responsible Parties for Missouri Electric Works, Inc." (the "Group Agreement") of the MEWSC acknowledge and reaffirm that, pursuant to the second sentence of Section 8.1 of the Group Agreement, each Soil De Minimis Settling Defendant who executed the Group Agreement shall be deemed to have withdrawn from the MEWSC effective as the date of entry of this Consent Decree. Each Soil De Minimis Settling Defendant further assigns all of its right, title and interest in and to any claim it may have for cost recovery or for contribution relating to this Consent Decree to the MEWSC, which the MEWSC may assign.

B. Soil and Groundwater De Minimis Settling Defendants

130. Within thirty (30) days after the effective date of this Consent Decree, each De Minimis Settling Defendant listed in Appendix G ("Soil and Groundwater De Minimis Settling Defendants") shall pay to the Trust Fund or receive from the Settling Defendants, as indicated in Appendix G, the amount listed in Appendix G. Payments to the Trust Fund shall be in the

form of a certified check made payable to "MEW Site Trust Fund," and shall be paid to Mercantile Bank of St. Louis, N.A., Trust Custody, P.O. Box 135, St. Louis, Missouri 63166, Attention: Linda P. Jones. Copies of the check(s), with a transmittal letter containing the case name and civil action number, shall be sent simultaneously to EPA's Project Coordinator. The amount listed in Appendix G equals the greater of:

a. The Tier Minimum Payment (as defined below), less the amount that the Soil and Groundwater De Minimis Settling Defendant has paid to date to the MEWSC for assessments (exclusive of payments of penalty assessments previously imposed by MEWSC), as listed next to the Soil and Groundwater De Minimis Settling Defendant's name in Appendix G; or

b. The sum of (i) all expenses paid, incurred or estimated to be incurred by the MEWSC through October 31, 1991 ($1,510,397.73), which the Defendants agree are consistent with the NCP (excluding the cost of performing the Work), multiplied by the fraction listed next to the Soil and Groundwater De Minimis Settling Defendant's name in Appendix G as its proportional share of the RU sent to the Site (its "Fractional Share"), plus (ii) the sum of the estimated cost of performing the Work ($15,304,186.50), plus the estimated amount of Future Response Costs under this Consent Decree and relating to remediation of the groundwater ($3,891,090.50), plus the estimated cost of remediating the groundwater ($21,498,890.00), such sum multiplied by its Fractional Share and multiplied by the

Multiplier (as defined below), less (iii) the amount that the Soil and Groundwater De Minimis Settling Defendant has paid to the MEWSC for assessments (exclusive of payments of penalty assessments previously imposed by MEWSC), as listed next to the Soil and Groundwater De Minimis Settling Defendant's name in Appendix G.

131. For the purposes of this Section, "Tier Minimum Payment" and "Multiplier" shall mean the respective amounts in the following table that correspond to the entry under "Tier" next to the Soil and Groundwater De Minimis Settling Defendant's name in Appendix G:

Tier	Tier Minimum Payment	Multiplier
1	$1,500.00	1.5
2	$2,000.00	2.0
3	$4,000.00	3.0

132. Each Soil and Groundwater De Minimis Settling Defendant shall pay to the Trust Fund interest on its unpaid balance due pursuant to Paragraph 130, which shall begin to accrue at the end of the thirty (30) day period at the rate established under Section 107(a) of CERCLA.

133. Each Soil and Groundwater De Minimis Settling Defendant has the option of paying to the United States within thirty (30) days of entry of this Consent Decree the amount attributed to it as Past Response Costs as set forth in Appendix G. Payment of such Past Response Costs shall be in the form of a certified check payable to "EPA Hazardous Substance Superfund," and

referencing CERCLA Number 76R and DOJ Case Number 90-11-2-614A and shall be forwarded to Mellon Bank, attn: Superfund Accounting, EPA Region VII, (Comptroller Branch), P.O. Box 360748M, Pittsburgh, Pennsylvania 15251. Copies of the check(s) paid pursuant to this Section and any accompanying transmittal letter(s) shall be sent to the United States as provided in Section XXIX (Notices and Submissions).

134. Except for those claims reserved below in Paragraphs 135, 140 and 141, each Settling Defendant and Settling Federal Agency covenants not to sue any Soil and Groundwater De Minimis Settling Defendant and each Soil and Groundwater De Minimis Settling Defendant covenants not to sue any Defendant or Federal PRP pursuant to CERCLA, RCRA, and applicable State law relating to the Site, including, but not limited to:

a. Past Response Costs, as long as each Soil and Groundwater De Minimis Settling Defendant pays Past Response Costs attributable to it as set forth in Appendix G and as long as the United States on behalf of the Settling Federal Agencies pays Past Response Costs attributable to them as set forth in Appendix H;

b. The Remedial Investigation and Feasibility Study conducted by the MEWSC (the "RI/FS");

c. Future Response Costs;

d. The Work;

e. Response costs incurred by EPA and the State in connection with the remediation of the groundwater; and

f. Groundwater remediation.

135. a. Notwithstanding any other provision of this Consent Decree, Settling Defendants reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action if, subsequent to Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.:

i. Conditions at the Site, previously unknown to EPA and the State, are discovered after such Certification of Completion; or

ii. Information is received, in whole or in part, after such Certification of Completion,

and these previously unknown conditions or information, together with other relevant information, indicate that the Remedial Action or Groundwater Design Investigation was not protective of human health and the environment. For the purposes of this Paragraph 135(a), the information received by and the conditions known to EPA and the State shall include only that information and those conditions set forth in the ROD, the administrative record supporting the ROD, and any information received by EPA and the State pursuant to this Consent Decree prior to the Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.

b. Paragraph 134 shall not be construed as providing covenants not to sue to any Soil and Groundwater De Minimis Settling Defendant who does not make timely payment as set forth

in Paragraph 130 or to any other person or entity not a party to this Consent Decree. The covenants not to sue contained in Paragraph 134 shall not apply to:

i. Any claim or demand for personal injury or property damage, except any such claims arising out of or in connection with the performance of the RI/FS or the Work;

ii. Any claim based upon a contractual right of indemnification;

iii. Criminal liability;

iv. Liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;

v. Except as provided in Paragraph 136, liability for damages for injury to, destruction of or loss of natural resources; or

vi. Except as provided in Paragraph 136, liabilities for response costs that have been or may be incurred by the United States Department of Interior as trustee, or the State as trustee for natural resources which have been or may be affected by releases at and/or from the Site.

136. Settling Defendants further agree to indemnify, defend and hold Soil and Groundwater De Minimis Settling Defendants harmless for any liability Soil and Groundwater De Minimis Settling Defendants may have for damages for injury to, destruction of, or loss of natural resources related to Waste Material in soil or sediment at or from the Site, including the

reasonable costs of assessing such injury, destruction, or loss.

137. In consideration of the payments made pursuant to this Section, and except as specifically provided in Paragraphs 138, 139 and 140 below, the United States, excluding the Settling Federal Agencies (by virtue of the Covenant not to Sue in Paragraph 11(a), and the State covenant not to sue or take administrative action against the Soil and Groundwater De Minimis Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), Section 7003 of RCRA, 42 U.S.C. § 6973, and applicable state law relating to the Site. These covenants not to sue shall take effect upon timely payment by each Soil and Groundwater De Minimis Settling Defendant pursuant to Paragraph 130, provided, however, that any covenant not to sue for Past Response Costs is conditioned upon a Soil and Groundwater De Minimis Settling Defendant's timely payment of Past Response Costs attributable to it in Appendix G pursuant to Paragraph 133. These covenants not to sue extend only to the Soil and Groundwater De Minimis Settling Defendants and do not extend to any other person.

138. Reservation of Rights by U. S. excluding the Settling Federal Agencies, and the State.

(a) Notwithstanding any other provision of this Consent Decree, the United States, excluding the Settling Federal Agencies, and the State reserve and this Consent Decree is without prejudice to the right to institute proceedings in this action or in a new action, or to issue an administrative order

seeking to compel the Soil and Groundwater De Minimis Settling Defendants to (1) perform additional response actions relating to the Site, or (2) reimburse the United States, on behalf of EPA, for additional costs of response if, subsequent to Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.:

(i) conditions at the Site, previously unknown to EPA and the State are discovered after such Certification of Completion; or

(ii) information is received, in whole or in part, after such Certification of Completion,

and these previously unknown conditions or information, together with other relevant information, indicate that the Remedial Action or Groundwater Design Investigation was not protective of human health and the environment. For the purposes of this Paragraph, the information received by and the conditions known to EPA and the State shall include only that information and those conditions set forth in the ROD, the administrative record supporting the ROD, and any information received by EPA and the State pursuant to this Consent Decree prior to the Certification of Completion of the Remedial Action and Groundwater Design Investigation pursuant to Paragraph 51.b.

(b) The covenants not to sue set forth in Paragraph 137 do not pertain to any matters other than those expressly specified in Paragraph 137. The United States, excluding the Settling Federal Agencies, and the State reserve, and this Consent Decree

is without prejudice to, all rights against each Soil and Groundwater De Minimis Settling Defendant with respect to all other matters, including but not limited to, the following:

i. Claims based on the failure by such Soil and Groundwater De Minimis Settling Defendant to make timely payment pursuant to Paragraphs 130 and 133 including, but not limited to, the imposition of penalties pursuant to Section 109 of CERCLA, 42 U.S.C. § 9609;

ii. Liability arising from the past, present or future disposal, release or threat of release of Waste Material outside of the Site;

iii. Liability for damages for injury to, destruction of, or loss of natural resources;

iv. Liabilities for response costs that have been or may be incurred by the United States Department of Interior as trustee or the State as trustee which have been or may be affected by releases at and/or from the Site;

v. Criminal Liability; and

vi. Liability for violations of federal or state law by such Soil and Groundwater De Minimis Settling Defendant which occur during or after implementation of the Remedial Action not addressed in this Consent Decree.

139. Nothing in this Consent Decree constitutes a covenant not to sue or promise not to take action, nor shall anything in this Consent Decree otherwise limit the ability of Plaintiffs or the Settling Defendants to seek or obtain further relief from any

Soil and Groundwater De Minimis Settling Defendant, and Settling Defendants' covenant not to sue and indemnification provided pursuant to Paragraphs 134 and 136, Plaintiffs' covenant not to sue provided pursuant to Paragraph 137 and the contribution protection provided in Section XXVI shall be null and void as to that Soil and Groundwater De Minimis Settling Defendant, if information not known to Plaintiffs or Settling Defendants at the time of their signing this Consent Decree is discovered which indicates that such Soil and Groundwater De Minimis Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effect that the Soil and Groundwater De Minimis Settling Defendant no longer qualifies as a de minimis party at the Site because such party contributed four-tenths of one percent (0.4%) or more, by RU, of the hazardous substances at the Site or contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. However, if such former Soil and Groundwater De Minimis Settling Defendant pays in full its contribution to the Trust Fund based upon its newly determined RU, it shall receive all benefits and covenants provided to the other Settling Defendants.

140. If information not known to EPA or the State or the Settling Defendants at the time of their signing this Consent Decree is discovered which indicates that any Soil and Groundwater De Minimis Settling Defendant is responsible for more RU than the amount listed for that Soil and Groundwater De

Minimis Settling Defendant in Appendix G and such amount would not have precluded that Soil and Groundwater De Minimis Settling Defendant from participating as a Soil and Groundwater De Minimis Settling Defendant, then such Soil and Groundwater De Minimis Settling Defendant shall, upon notice from Plaintiffs, pay to the Trust Fund, or, if the Trust Fund no longer exists, to the Superfund (i) that additional amount necessary to bring that Soil and Groundwater De Minimis Settling Defendant's payment to the level required if the correct RU had been used as the basis for the initial payment to the Trust Fund (leaving unchanged the Fractional Shares of all the other De Minimis Settling Defendants), and (ii) interest from the date of entry of the Consent Decree until the date of payment, computed pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), on the amount of the late payment. The preceding sentence shall not be construed to permit or require the refund of any money from the Trust Fund or the Superfund or Plaintiffs to any Soil and Groundwater De Minimis Settling Defendant. If such Soil and Groundwater De Minimis Settling Defendant fails to pay the above amounts within sixty (60) days after receiving such notice, the covenants not to sue and indemnification provided in Paragraphs 134 and 136, the covenant not to sue provided in Paragraph 137 and the contribution protection under Section XXVI shall be null and void.

141. By signing this Consent Decree, each Soil and Groundwater De Minimis Settling Defendant certifies that, to the

best of its knowledge and belief:

a. It has made reasonable inquiry to gather all information which relates in any way to its ownership, operation, generation, use, treatment, transportation, storage or disposal or hazardous substances at or in connection with the Site, and has provided to Plaintiffs all such information; and

b. The information provided as described in Paragraph 141(a) above is materially true and correct.

142. Each Soil and Groundwater De Minimis Settling Defendants hereby waives any claim or cause of action against Plaintiffs or the Superfund with respect to this Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Superfund through Sections 106(b)(2), 111 or 112 of CERCLA, 42 U.S.C. § 9606(b)(2), 9611 or 9612, or any other provision of law, or any claim arising out of any other provision of law.

143. The Defendants who executed the "Group Agreement for the Steering Committee of Potentially Responsible Parties for Missouri Electric Works, Inc." (the "Group Agreement") of the MEWSC acknowledge and reaffirm that, pursuant to the second sentence of Section 8.1 of the Group Agreement, each Soil and Groundwater De Minimis Settling Defendant who executed the Group Agreement shall be deemed to have withdrawn from the MEWSC effective as the date of entry of this Consent Decree. Each Soil and Groundwater De Minimis Settling Defendant further assigns all of its right, title and interest in and to any claim it may have

for cost recovery or for contribution relating to this Consent Decree to the MEWSC, which the MEWSC may assign.

XXXII. EFFECTIVE DATE

144. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

XXXIII. RETENTION OF JURISDICTION

145. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XXII (Dispute Resolution) hereof.

XXXIV. APPENDICES

146. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the ROD.

"Appendix B" is the SOW.

"Appendix C" is the approximate description of the Site.

"Appendix D" is the preauthorization decision document as specified in Paragraph 46.

"Appendix E" is the complete list of the Settling Defendants.

"Appendix F" is the complete list of the Soil De Minimis Settling Defendants and their allocations.

"Appendix G" is the complete list of the Soil and Groundwater De Minimis Settling Defendants and their allocations.

"Appendix H" is the complete list of Settling Federal Agencies and the allocation of the United States on behalf of the Settling Federal Agencies.

"Appendix I" is the draft MEW Site Trust Agreement.

"Appendix J" is the Defendants' Reimbursement Formula.

"Appendix K" is the Defendants' Cost Allocation Formula.

XXXV. COMMUNITY RELATIONS

147. Settling Defendants shall propose to EPA and the State their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Settling Defendants under the Plan. Settling Defendants shall also cooperate with EPA and the State in providing information regarding the Work to the public. As requested by EPA or the State, Settling Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA or the State to explain activities at or relating to the Site.

XXXVI. MODIFICATION

148. Schedules for completion of the Work specified in this Consent Decree may be modified by agreement of the Parties. All

such modifications shall be made in writing and a copy shall be filed with the Court.

149. No material modifications shall be made to the SOW, the Remedial Design Work Plan, and the Remedial Action Work Plan, without written notification to and written approval of the United States, Settling Defendants, and the Court. Prior to providing its approval to any modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification. Modifications to the SOW, the Remedial Design Work Plan, and the Remedial Action Work Plan that do not materially alter those documents may be made by written agreement between EPA, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Settling Defendants.

150. Nothing in this Section shall be deemed to alter the Court's power to supervise or modify this Consent Decree.

XXXVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

151. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent to the entry of this Consent Decree if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. The Defendants

hereby consent to the entry of this Consent Decree without further notice.

152. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXVIII. SIGNATORIES/SERVICE

153. Each undersigned representative of a Plaintiff, Defendant and Settling Federal Agency certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

154. Each Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or challenge the validity of any provision of this Consent Decree unless the United States has notified the Defendants and Settling Federal Agencies in writing that it no longer supports entry of the Consent Decree.

155. Each Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure,

including, but not limited to, service of a summons, and any applicable local rules of this Court.

SO ORDERED THIS _____ DAY OF _____, 199__.

_____
United States District Judge

including, but not limited to, service of a summons, and any applicable local rules of this Court.

SO ORDERED THIS 14th DAY OF August, 1996.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States of America v. Union Electric Company, et al., and The State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 6-12-92

~~Barry M. Hartman~~ ROGER CLEGG
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

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For The State Of Missouri

WILLIAM L. WEBSTER
Attorney General

BY: Shelley A. Woods
Shelley A. Woods
Assistant Attorney General

DATE: December 13, 1991

MISSOURI DEPARTMENT OF NATURAL RESOURCES

BY: G. Tracy Mehan III
G. Tracy Mehan III
Director

DATE: December 26, 1991

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

RECORD OF DECISION

MISSOURI ELECTRIC WORKS SITE

CAPE GIRARDEAU, MISSOURI

Prepared By:

U.S. Environmental Protection Agency

Region VII

Kansas City, Kansas

September 1990

RECORD OF DECISION

DECLARATION

MISSOURI ELECTRIC WORKS SITE

CAPE GIRARDEAU, MISSOURI

Prepared by:

U.S. Environmental Protection Agency

Region VII

Kansas City, Kansas

September 1990

RECORD OF DECISION
DECLARATION

SITE NAME AND LOCATION

Missouri Electric Works Site
Cape Girardeau, Missouri

STATEMENT OF PURPOSE

This decision document presents the selected remedial action for the Missouri Electric Works Site, located in Cape Girardeau, Missouri. This decision was developed in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and to the extent practicable the National Contingency Plan (NCP); 40 CFR Part 300 (1990). The Regional Administrator has been delegated the authority to approve this Record of Decision.

The State of Missouri has concurred with the selected remedy and determined that the selected remedy is consistent with Missouri laws and regulations.

STATEMENT OF BASIS

This decision is based on the administrative record compiled for the Site which was developed in accordance with Section 113(k) of CERCLA, 42 U.S.C. 9613 (k). The Administrative Record is available for public review at the Cape Girardeau Public Library located at 711 North Clark Street, Cape Girardeau, Missouri and at the Environmental Protection Agency (EPA) Regional Office located at 726 Minnesota Avenue, Kansas City, Kansas.

ASSESSMENT OF THE SITE

Actual or threatened releases of hazardous substances from this Site, if not addressed by implementing the response action selected in this Record of Decision (ROD), present a current or potential threat to public health, welfare, or the environment.

DESCRIPTION OF THE SELECTED REMEDY

The selected remedy for the Site is a comprehensive approach for complete remediation of the principal threats posed by the Site. This approach will address the polychlorinated biphenyl (PCB) contamination of the soils and sediments and the volatile organic compound (VOC) contamination of the ground water.

The major components of the selected remedy include:

Soil/sediment Contamination

- Excavate all soils and sediments with PCB concentrations greater than 10 parts per million (ppm) to a depth of 4 feet and soils below that depth with PCB concentrations greater than 100 ppm;
- Incinerate onsite the excavated PCB-contaminated soils and sediments;
- Monitor at least daily the emissions from the incinerator, both ash and gases; and,
- Backfill the excavated areas with the ash and clean soil.

Ground Water Contamination

- Install six to ten extraction wells;
- Extract ground water and store it in a tank onsite;
- Process the stored water through an air-stripping tower;
- Process the vapor-phase after air-stripping through an activated carbon adsorption unit, discharge the treated water to the surface or to the publicly owned treatment works (POTW); and,
- Monitor quarterly the effectiveness of the ground water treatment system.

STATUTORY DETERMINATIONS

The selected remedy is protective of human health and the environment, complies with Federal and State requirements that are applicable or relevant and appropriate (ARARs) to this remedial action, and is cost-effective. The remedy satisfies the statutory preference for remedies that employ treatment and reduce the

toxicity, mobility, or volume as a principal element and utilize permanent solutions and alternative treatment technologies to the maximum extent practicable.

This remedy will not result in hazardous substances remaining onsite above health-based levels. However, because hazardous substances will be left onsite at levels that will require limited uses of and restricted exposure to the Site, a review of the remedial actions will be made no less often than every five years after initiation of the remedial action.

Morris Kay Regional Administrator U.S. EPA, Region VII	Date

JOHN ASHCROFT
Governor

G. TRACY MEHAN III
Director

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Division of Energy
Division of Environmental Quality
Division of Geology and Land Survey
Division of Management Services
Division of Parks, Recreation and Historic Preservation

OFFICE OF THE DIRECTOR
P.O. Box 176
Jefferson City, MO 65102
314-751-4422

September 24, 1990

Mr. Morris Kay
Regional Administrator
U. S. Environmental Protection
Agency, Region VII
726 Minnesota Avenue
Kansas City, KS 66101

Dear Mr. Kay:

The Missouri Department of Natural Resources has reviewed the Proposed Plan for the Missouri Electric Works Superfund site in Cape Girardeau, Missouri. The Department concurs with the preferred alternative of on-site incineration of the contaminated soils and air-stripping of the contaminated groundwater based on the information available.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

DEPARTMENT OF NATURAL RESOURCES

G. Tracy Mehan, III
Director

GTM:rgh

cc: Mr. Robert Morby, USEPA

RECORD OF DECISION

DECISION SUMMARY

MISSOURI ELECTRIC WORKS SITE

CAPE GIRARDEAU, MISSOURI

Prepared By:

U.S. Environmental Protection Agency

Region VII

Kansas City, Kansas

September 1990

MISSOURI ELECTRIC WORKS SITE

RECORD OF DECISION

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RECORD OF DECISION
DECISION SUMMARY

1.0 SITE NAME, LOCATION, AND DESCRIPTION

Missouri Electric Works, Inc., is located on a 6.4-acre tract adjacent to U.S. Highway 61 (South Kingshighway) in a predominately commercial/industrial area of Cape Girardeau, Missouri. The Missouri Electric Works (MEW) Site includes all areas that have been identified as having PCB contamination. The approximate extent of the MEW Site is presented in Figure 1.

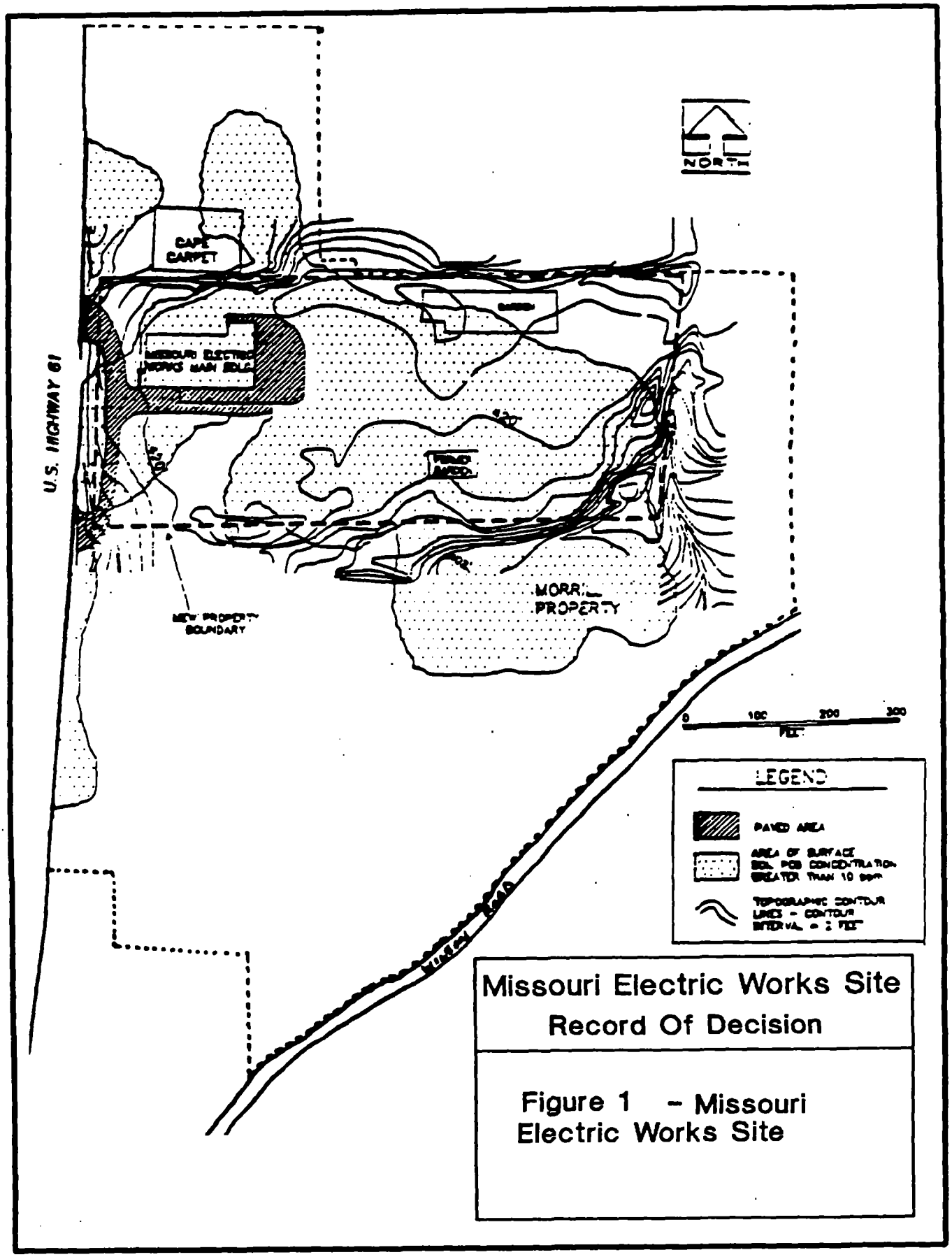
The MEW Site is situated approximately 1.6 miles west of the Mississippi River in the hills along the valley wall just west of the Mississippi River flood plain. Intermittent runoff channels emanate from the north, south and east boundaries of the MEW property and eventually drain into the Cape LaCroix Creek located 0.7 miles east of the Site. The Cape LaCroix Creek flows 1.1 miles to the southeast where it enters the Mississippi River. The MEW property is bounded on the north by retail and warehouse properties, on the south by a residence, commercial storage and a construction company, and on the east by a warehouse. A wetland has been identified approximately 700 feet south of the MEW property. Figure 2 indicates the approximate location of the wetland in relation to the MEW Site and the city of Cape Girardeau.

2.0 SITE HISTORY AND ENFORCEMENT ACTIVITIES

2.1 Site History

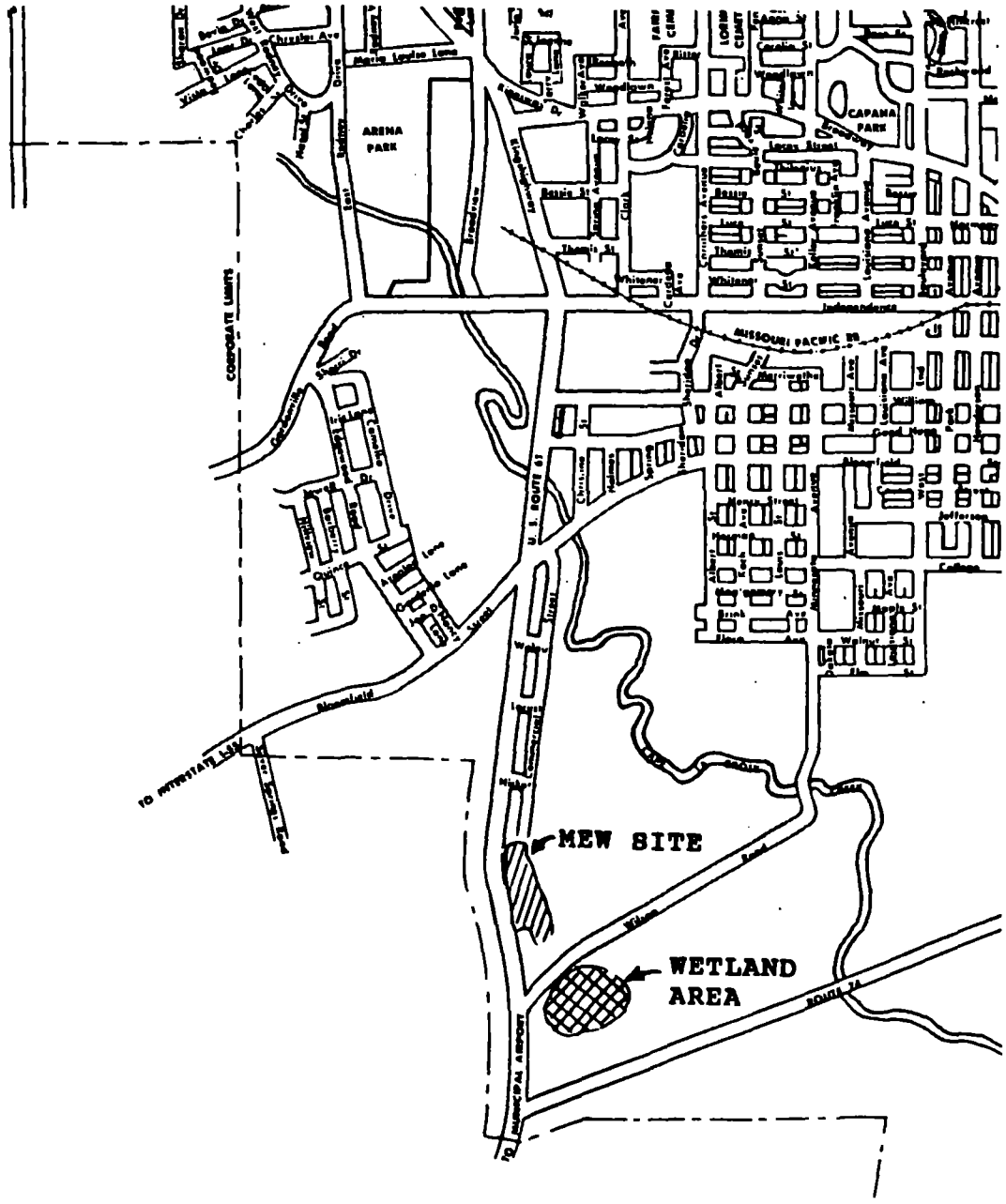
Missouri Electric Works, Inc., sells, services, and remanufactures transformers, electric motors, and electrical equipment controls. During past operations, Missouri Electric Works, Inc., reportedly recycled materials from old units, selling copper wire and reusing the dielectric fluids from the transformers. The salvaged transformer oil was filtered through Fuller's earth for reuse. An estimated 90 percent of the oil was recycled.

Missouri Electric Works, Inc., has been at its present location since 1953. According to business records obtained from Missouri Electric Works, Inc., more than 16,000 transformers have been repaired or scrapped at the Site during this time. The total amount of transformer oil that was not recycled during this period is estimated to be 28,000 gallons. In 1984, approximately 5,000 gallons of waste oil, in drums, was removed by a contractor.



Missouri Electric Works Site
Record Of Decision

Figure 1 - Missouri Electric Works Site



Missouri Electric Works Site
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Figure 2 -Location Of Wetland Area

Industrial solvents were used to clean the electrical equipment being repaired or serviced. Solvents were reused until they were no longer effective. Spills and disposal of spent solvents apparently occurred on the MEW property.

The MEW plant and general office occupy a building located on the west end of the property. To the east of the building and concrete pad is a gravel area of approximately 150 by 120 feet used for transformer storage. Portions of the Site are littered with various objects including old transformers, empty drums, old pallets and trash. The MEW property and adjacent properties have been found to be contaminated with polychlorinated biphenyls (PCBs), specifically Aroclor 1260. This PCB contamination is apparently the result of past handling and storage procedures of PCB-containing transformer fluids.

2.2 Site Investigations

The Missouri Department of Natural Resources (MDNR) inspected the MEW facility in October 1984 and discovered 102 55-gallon drums containing transformer oil that were being stored on the MEW property. Some of the drums were leaking. A sample of the oil-stained soil was obtained by MDNR for analysis and found to contain 110 parts per million (ppm) polychlorinated biphenyls (PCBs). A sample of oil-stained surface water was taken by MDNR. The analytical results for the water sample indicated a PCB concentration of 110 micrograms per liter (ug/l) or parts per billion (ppb).

An inspection by the Environmental Protection Agency (EPA) during November 1984, pursuant to the Toxic Substances Control Act (TSCA), found that MEW handling and storage procedures for oils containing or contaminated with PCBs did not conform to the regulations. Two soil samples and one sample of stored oil were obtained. PCBs were detected in the soil samples at concentrations of 310 and 21,000 milligrams per kilogram (mg/kg) or parts per million (ppm). The oil contained 1,200 ppm PCBs.

Additional and more extensive site investigations of the MEW facility and adjacent properties were performed by EPA contractors between October 1985 and June 1987. These investigations indicated that PCB contamination in surface soils at the facility was extensive (with PCB concentrations as high as 58,000 ppm); that shallow subsurface soils at the Site were contaminated to a lesser extent; that offsite migration of PCB-contaminated soils had occurred along drainage paths; that measurable levels of PCBs were present onsite and on nearby offsite building walls; and that measurable concentrations of airborne PCBs were present. One round of sampling from onsite monitoring wells indicated that shallow ground water contained low concentrations of PCBs;

however, later sampling of the wells by EPA and more detailed analysis during the Remedial Investigation (RI) did not detect PCBs in the ground water and it was concluded that the earlier results were probably the result of sampling errors. These investigations, as well as other investigations are summarized in more detail in the RI Report.

EPA obtained wipe samples of the exterior of several buildings located in the vicinity of MEW during August 1989. Analytical data from these samples indicated that no PCBs had migrated to the buildings west of Highway 61.

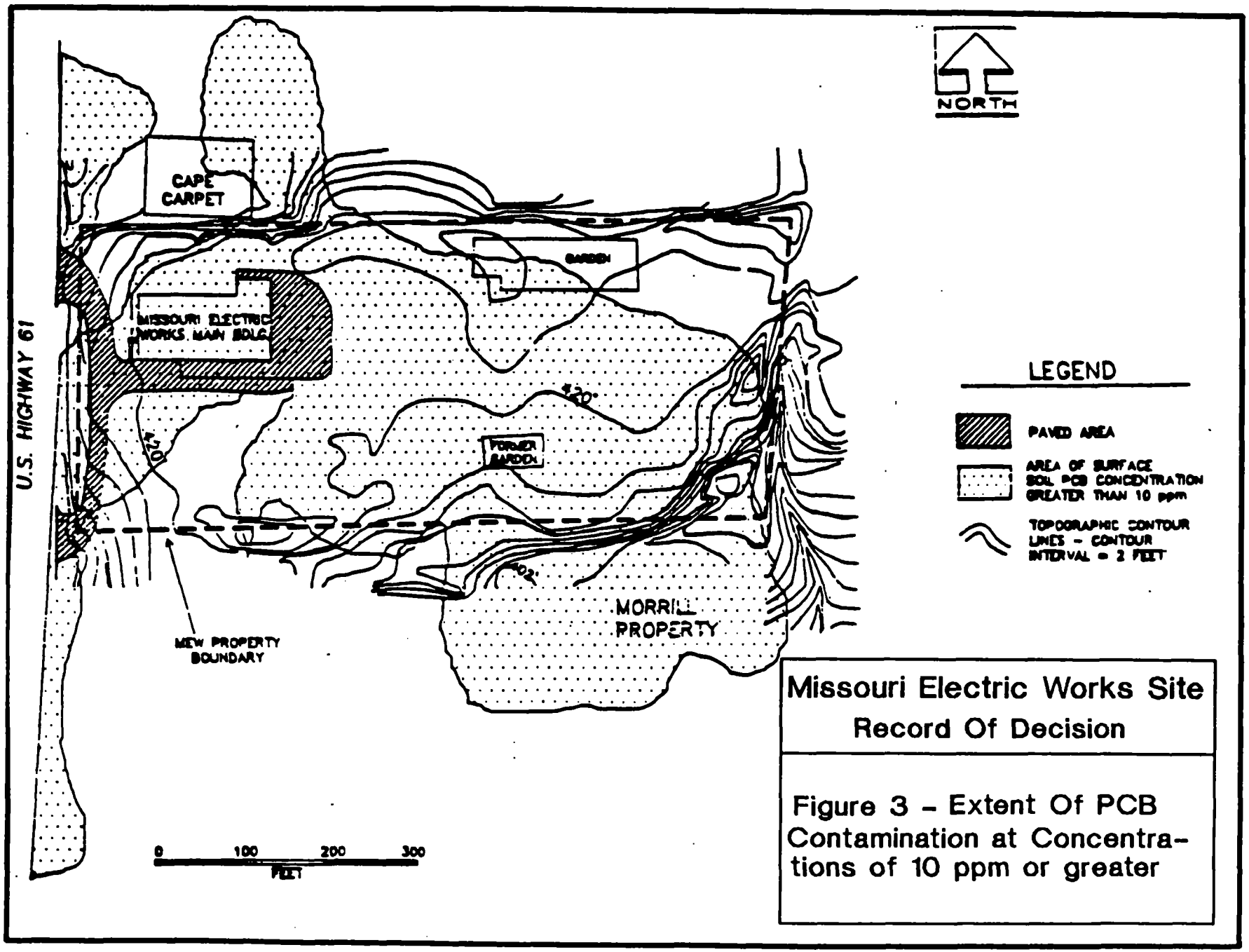
The Missouri Electric Works Steering Committee (MEWSC), a group of potentially responsible parties for the Site, conducted a Remedial Investigation (RI) pursuant to an Administrative Order on Consent issued by EPA. The field activities were conducted from September 1989 to March 1990. The findings of these activities are summarized below:

1.0 Soils

PCBs adsorbed onto the near-surface soils have been transported onto surrounding properties primarily via storm water runoff. This contamination is located primarily along drainage pathways with the levels decreasing with greater distance from MEW. The highest levels of PCBs observed in any offsite sample (2,030 ppm) was found in a drainage channel at the boundary between the MEW property and the Morrill property.

Geostatistical modeling of the data collected during the RI was used to determine the areal extent of PCB contamination on the Site and surrounding areas. The total area of surface soils and sediment with PCB concentrations of 10 ppm or greater is approximately 295,000 square feet or 6.8 acres (excluding areas covered by paving and structures). The limits of the 10 ppm isoconcentration contour are shown in Figure 3. It is estimated that the area contaminated with PCB concentrations of 500 ppm or greater is over four acres. The upper bound 95 percentile confidence level of the arithmetic mean is approximately 5,000 ppm for all samples taken at the Site.

PCB contamination was found at depth in the transformer storage and debris burial areas. Additionally, Volatile Organic Compound (VOC) contamination was detected in soils down to 2.5 feet below the ground surface south and east of the MEW building, the transformer storage area and the debris burial area.



Missouri Electric Works Site
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Figure 3 - Extent Of PCB Contamination at Concentrations of 10 ppm or greater

2. Ground Water

PCBs were not detected in any of the ground water samples obtained during Phases I and II of the RI. Water samples obtained during Phase III were not tested for PCBs. VOCs, particularly 1,1-dichloroethane, trans-1,2-dichloroethene, chlorobenzene, and trichloroethene, were detected in Monitoring Well Nos. 3 and 5 at concentrations in the part per billion (ppb) range. The highest concentration of total VOCs detected was 320 ppb. Analytical data from additional sampling showed that VOC-contaminated ground water has migrated beyond the MEW property boundaries in one of the two offsite wells (see Figure 4).

Ground water in the vicinity of the Site is apparently flowing to the east, northeast, and southeast from the Site, as the MEW property is the "high" point in the immediate area. These ground water flow directions are based on limited observations.

Regional geologic and hydrogeologic information in the possession of the Missouri Division of Geology and Land Survey (DGLS) indicates that the limestone bedrock extends to a depth of about 1,000 feet without a significant shale layer being present. This means that there is not a barrier or confining layer present to prevent the downward migration of contamination in the bedrock aquifer once the contamination reaches ground water. Some of the VOC contaminants are known to be "sinkers", i.e., they are heavier than water and tend to sink through water to a confining layer.

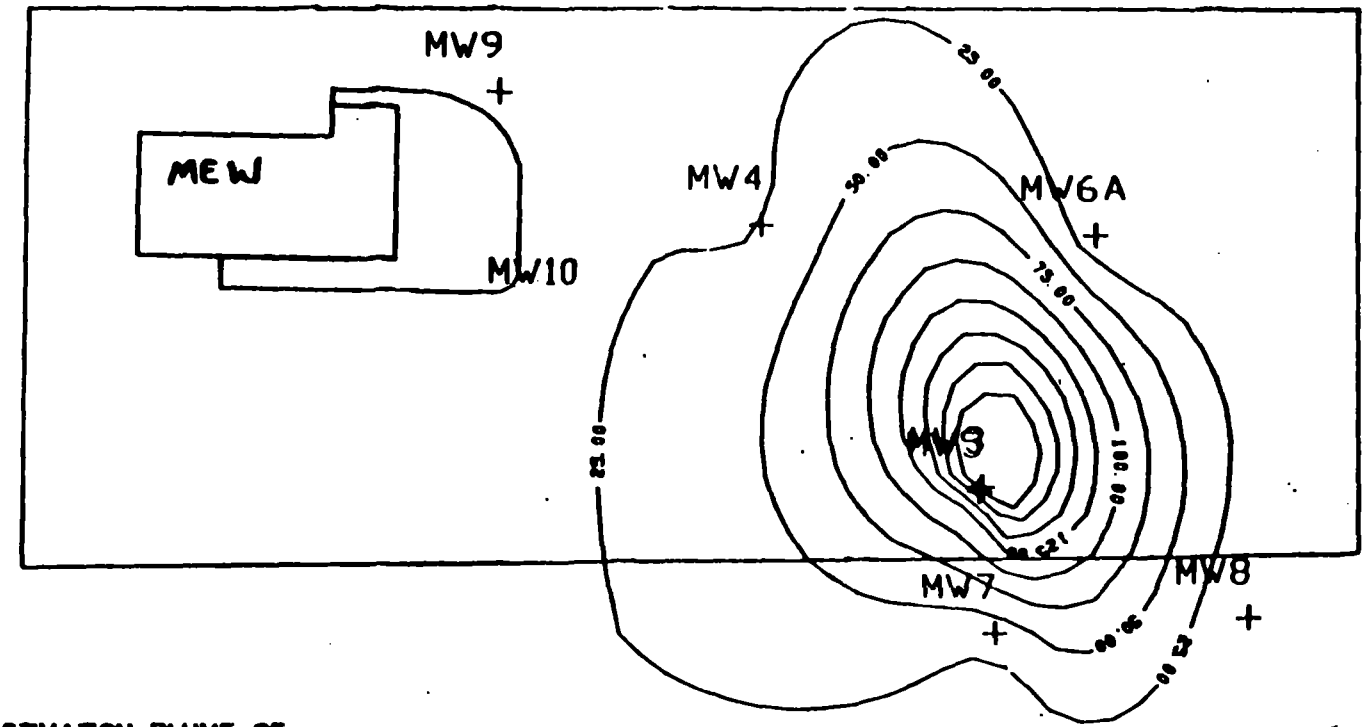
No users of the upper portions of the bedrock aquifer were identified. This does not mean that users do not exist. Users of lower portions of the bedrock aquifer have been identified.

3. Surface Water and Adjacent Wetland Area

Surface water samples were collected in the drainage ditch along Wilson Road and in the wetland area immediately south of Wilson Road. No PCBs were detected in any of those samples.

2.3 Enforcement Activities

An Administrative Order was issued to Missouri Electric Works, Inc., by EPA pursuant to §106 of CERCLA on August 2, 1988. This Order required Missouri Electric Works, Inc., to perform several response actions, specifically: to notify the public of the site contamination; minimize the exposure of the public and



ESTIMATION PLUME OF
TOTAL VOLATILE ORGANICS
(SUMMATION OF VOLATILE ORGANICS IN EACH WELL -
PHASE III RESULTS)

Missouri Electric Works Site
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Figure 4 - Extent Of Ground Water Contaminant Plume

employees to PCB-contaminated dust, soil or sediment; and minimize the amount of PCB-contaminated soil migrating from the property in surface water runoff. EPA installed barriers across drainageways during 1989 to more effectively intercept PCB-contaminated runoff. Also as mentioned above, EPA entered into an Administrative Order on Consent with the MEWSC, whereby the group agreed to perform the Remedial Investigation/Feasibility Study (RI/FS).

2.4 National Priorities List Status

The Missouri Electric Works Site was proposed for listing on the National Priorities List (NPL) in June 1989. The MEW Site was listed on the NPL on February 21, 1990.

3.0 COMMUNITY PARTICIPATION

EPA and the Missouri Department of Health held meetings with adjacent property owners and other interested citizens in Cape Girardeau, Missouri on July 11 and 12, 1989. The purpose of these meetings was to discuss the Site conditions and the health risks that the Site represented to the general public. EPA staff participated in two local Cape Girardeau, Missouri radio talk shows during July 1989; interested citizens were able to "call-in" and ask questions of the EPA staff concerning the Missouri Electric Works Site and the related activities.

The Administrative Record was placed in the Cape Girardeau Public Library on August 11, 1989. A public meeting was held in Cape Girardeau on September 19, 1989 to inform the public of the details of the ongoing remedial investigation and to identify possible remedial alternatives that would be considered during the feasibility study. A second public meeting was held on June 11, 1990 to inform the public of the remedial investigation findings and to again identify the remedial alternatives that would be considered during the feasibility study. Fact sheets, identifying significant Site activities, were mailed to everyone on the Site mailing list (which included local media, officials and PRPs) during June, August, and November 1989 and March, May and July 1990.

The RI/FS Reports and Proposed Plan for the Missouri Electric Works Site were released to the public on August 18, 1990. These three documents were included in the addendum to the administrative record located in the EPA Record Center, Region VII and at the Cape Girardeau, Missouri Public Library. Notice of the availability of these documents was published in the News Guardian and the Southeast Missourian on August 19, 1990. A public comment period was held from August 19 to September 17, 1990. In addition, a public hearing was held on August 30, 1990. At this meeting, representatives from the EPA, the Missouri Department of

Natural Resources (MDNR), the Missouri Department of Health (MDOH) and the Agency for Toxic Substances and Disease Registry (ATSDR) were available to answer questions about problems at the Site and the remedial alternatives under consideration. EPA's response to the comments received during this comment period is embodied in the Responsiveness Summary.

4.0 SCOPE AND ROLE OF RESPONSE ACTION

The remedial action to be performed at the Missouri Electric Works Site, has been divided into two parts: the first part addresses the contaminated soils. The second part addresses the contaminated ground water. The contaminated soils pose a threat, current or potential, to human health and the environment due to the risks of possible ingestion, inhalation or dermal contact with the soils. The contaminated ground water poses a threat, current or potential, to human health and the environment because of possible future ingestion of drinking water from wells that contain contaminants above health-based levels. The purpose of the response actions is to prevent and/or minimize current or future exposure to the contaminated soils and ground water. These actions are expected to be the final response actions for the MEW Site.

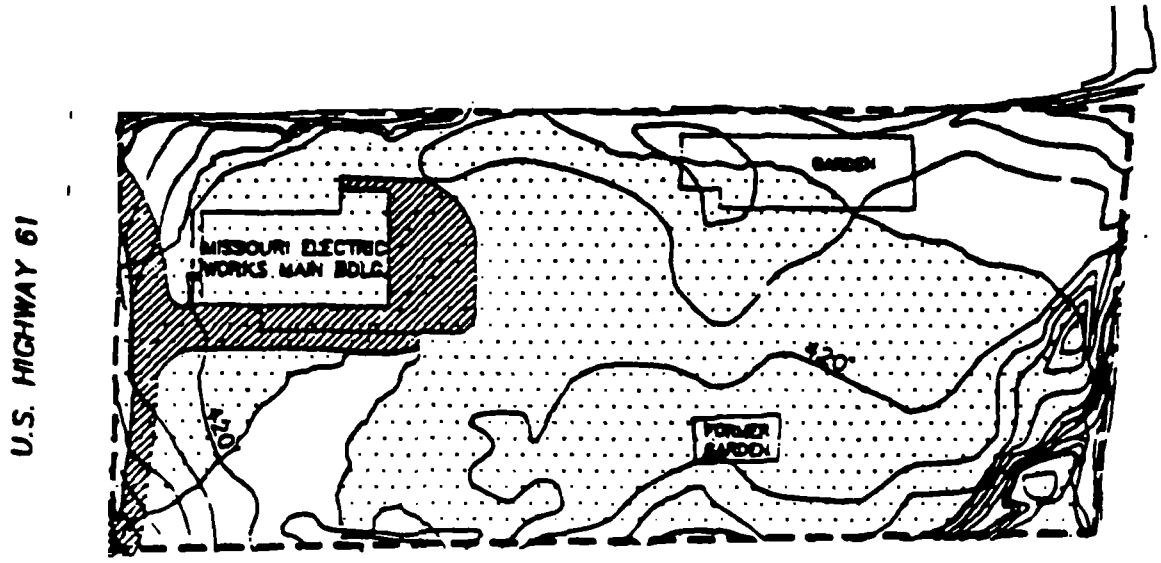
5.0 SITE CHARACTERISTICS SUMMARY

Nine contaminants of concern were detected at the Site during the investigations. These contaminants include polychlorinated biphenyls (PCBs) and volatile organic compounds (VOCs); specifically, methylene chloride, trichloroethane, trans-1,2-dichloroethene, chlorobenzene, 1,1-dichloroethane, trichloroethene, tetrachloroethene, and benzene. The presence of these contaminants is the result of past handling, disposal, and storage practices at the Site.

Approximately 75 percent of the surface soils on the Missouri Electric Works property were found to be contaminated with PCBs at concentrations of 10 ppm or greater (see Figure 5). PCBs adsorbed onto the soils have migrated, primarily via storm water runoff, onto surrounding properties. This contamination is generally located along drainage pathways with the concentrations decreasing with greater distance from MEW. The highest concentration of PCBs observed in any offsite sample (2,030 ppm) was found in a drainage channel at the boundary between the MEW property and the Morrill property located to the south.

6.0 SUMMARY OF SITE RISKS

A Baseline Risk Assessment of the MEW Site was performed by the MEWSC to assess the risks posed to human health by the PCB and VOC-contaminated soils and sediments and the VOC contaminated



LEGEND

PAVED AREA

AREA OF SURFACE SOIL PCB CONCENTRATION GREATER THAN 10 ppm

TOPOGRAPHIC CONTOUR LINES - CONTOUR INTERVAL = 2 FEET

Missouri Electric Works Site
Record Of Decision

Figure 5 -PCB Contamination of Missouri Electric Works Property

ground water. The compounds of concern and the media in which they were detected are presented in tabular form below.

Detected Compounds	Environmental Media
PCBs	Soil, Sediment, Air
Methylene Chloride	Soil
Trichloroethane	Soil
Trans 1,2-dichloroethene	Ground water
Chlorobenzene	Soil, Ground water
1,1 Dichloroethane	Ground water
Trichloroethene	Ground water
Tetrachloroethene	Ground water
Benzene	Ground water

Pathways through which populations could potentially become exposed were evaluated. These pathways include: 1) ingestion of contaminated soils; 2) dermal (skin) contact with contaminated soils; 3) inhalation of contaminated soil particles and vapors; and 4) ingestion of contaminated ground water.

Incremental lifetime cancer risks and a measure of the potential for noncarcinogenic adverse health effects were estimated for each population in each exposure scenario. For carcinogenic compounds, risks were estimated by multiplying the estimated exposure dose by the cancer potency factor of each contaminant. The product of these two values is an estimate of the incremental cancer risk.

For noncarcinogenic compounds, a Hazard Index (HI) value was estimated. This value is a ratio between the estimated exposure dose and the reference dose (RfD) which represents the amount of toxicant that is unlikely to cause adverse health effects. Generally, if the HI is less than one, the predicted exposure dose is not expected to cause harmful noncarcinogenic human health effects. Where the HI exceeds one, the potential to cause adverse noncarcinogenic human health effects increases as the HI increases.

Due to the potential additive effects of ingestion, inhalation and dermal contact to contaminants via different pathways, exposure routes for soil were identified. There are three routes at which populations could potentially be exposed via one or a combination of scenarios. These exposure routes are: 1) occupational (site workers); 2) recreational users of the Site, both adults and children; and 3) residential populations, both adults and children. These exposure scenarios were evaluated for current and future uses of the Site. The future use scenario included ingestion of contaminated ground water as an additional exposure pathway.

For purposes of the Risk Assessment, it was assumed that no remedial action would be performed at the Site in order to evaluate the possible future risks posed by the contamination. The risks posed by the soil contamination at the Site are summarized in Tables 1 to 6.

No current exposure risk was evaluated for ground water. Information indicates that there are currently no users of the upper portion of the ground water. No contamination was detected in the ground water samples obtained from the onsite drinking water well. Risks to human health were evaluated assuming that drinking water wells would be installed in the contaminated zone of the bedrock aquifer in the future, for human consumption. Tables 7 to 9 summarize the risks associated with ingestion of contaminated ground water.

The analyses performed indicated that the MEW Site currently presents an unacceptable risk to human health and the environment for all of the exposure scenarios. With respect to the ground water, available information on the regional geologic conditions indicates there is not a barrier in the limestone bedrock to prevent downward contaminant migration in the ground water. The depth to the first barrier is estimated to be approximately 1,000 feet. Because the potential for exposure is greater due to increased ground water usage at such depths, the contamination must be addressed.

7.0 REMEDIAL GOALS

EPA's national goal for the Superfund program is to select remedies that will be protective of human health and the environment, that will maintain protection over time and that will minimize untreated waste. In establishing remedial goals for the MEW Site, EPA considered applicable or relevant and appropriate requirements (ARARs) specific to the contaminants of concern; the Risk Assessment; Maximum Contaminant Levels (MCLs) and Maximum Contaminant Level Goals (MCLGs) established under the Safe Drinking Water Act; and EPA guidance and policy, specifically the TSCA PCB Spill Cleanup Policy, 40 C.F.R. Part 761 (A complete list of ARARs for the selected remedy is included as Appendix A).

For soil contamination, EPA considers a cleanup level of 10 ppm PCBs to a depth of four feet and 100 ppm in soils below four feet to be protective of human health and the environment. With these cleanup levels, the geometric mean of analytical data of samples obtained outside the area to be excavated is estimated to be 6 ppm. This residual contamination concentration, after cleanup, represents an excess upper bound lifetime cancer risk on the order of 2×10^{-5}. These cleanup levels are consistent with the TSCA PCB Spill Cleanup Policy.

TABLE 1 -- SUMMARY OF PCB EXPOSURE RISKS FOR CHILDREN
MISSOURI ELECTRIC WORKS SITE

Current Use -- Hazard Index (HI)

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	2.47	0.00356
Dermal	8.51	0.0123
Inhalation	0.000140	0.0000349
Total	10.980140	0.0158949

Residential

Exposure Point	Worst Case	Most Probable Case
Ingestion	91.5	0.132
Dermal	315	0.454
Inhalation	0.0620	0.0155
Total	406.5620	0.6015

Future Use -- Hazard Index

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	6.24	0.00898
Dermal	10.4	0.015
Inhalation	0.000167	0.0000419
Total	16.640167	0.0240219

Residential

Exposure Point	Worst Case	Most Probable Case
Ingestion	189	0.272
Dermal	315	0.0454
Inhalation	0.0620	0.0155
Total	504.0620	0.3329

TABLE 2 -- SUMMARY OF PCB EXPOSURE RISKS FOR ADULTS
MISSOURI ELECTRIC WORKS SITE

Current Use -- Hazard Index

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	0.0548	0.0000791
Dermal	3.08	0.00443
Inhalation	0.000131	0.0000326
Total	3.134931	0.0045417

Residential

Exposure Point	Worst Case	Most Probable Case
Ingestion	0.284	0.000410
Dermal	16.0	0.0230
Inhalation	0.0580	0.0145
Total	16.342	0.03791

Occupational

Exposure Point	Worst Case	Most Probable Case
Ingestion	0.365	0.000527
Dermal	20.5	0.0295
Inhalation	0.0193	0.00483
Total	20.8843	0.034857

TABLE 3 -- SUMMARY OF PCB EXPOSURE RISKS FOR ADULTS
MISSOURI ELECTRIC WORKS SITE

Future Use -- Hazard Index

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	0.650	0.000938
Dermal	3.76	0.00541
Inhalation	0.000157	0.0000392
Total	4.410157	0.0063872

Residential

Exposure Point	Worst Case	Most Probable Case
Ingestion	20.3	0.0293
Dermal	114	0.164
Inhalation	0.0580	0.0145
Total	134.358	0.2078

Occupational

Exposure Point	Worst Case	Most Probable Case
Ingestion	20.3	0.0293
Dermal	114	0.164
Inhalation	0.0193	0.00483
Total	134.3193	0.19813

TABLE 4 -- SUMMARY OF PCB EXPOSURE RISKS FOR CHILDREN
MISSOURI ELECTRIC WORKS SITE

Current Use -- Increased Cancer Risks

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	$1x10^{-3}$	$2x10^{-6}$
Dermal	$4x10^{-3}$	$4x10^{-3}$
Inhalation	$6x10^{-8}$	$2x10^{-8}$
Total	$5x10^{-3}$	$4x10^{-3}$

Residential

Ingestion	$1x10^{-2}$	$2x10^{-5}$
Dermal	$4x10^{-2}$	$4x10^{-2}$
Inhalation	$3x10^{-5}$	$7x10^{-6}$
Total	$5x10^{-2}$	$4x10^{-2}$

Future Use -- Increased Cancer Risks

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	$3x10^{-3}$	$4x10^{-6}$
Dermal	$5x10^{-3}$	$7x10^{-6}$
Inhalation	$8x10^{-8}$	$2x10^{-8}$
Total	$8x10^{-3}$	$1.1x10^{-5}$

Residential

Ingestion	$8x10^{-2}$	$1x10^{-4}$
Dermal	$1x10^{-1}$	$2x10^{-4}$
Inhalation	$3x10^{-5}$	$7x10^{-6}$
Total	$1.8x10^{-1}$	$3x10^{-4}$

TABLE 5 -- SUMMARY OF PCB EXPOSURE RISKS FOR ADULTS
MISSOURI ELECTRIC WORKS SITE

Current Use -- Increased Cancer Risks

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	$3x10^{-5}$	$4x10^{-8}$
Dermal	$1x10^{-3}$	$2x10^{-6}$
Inhalation	$6x10^{-8}$	$1x10^{-8}$
Total	$1x10^{-3}$	$2x10^{-6}$

Residential

Exposure Point	Worst Case	Most Probable Case
Ingestion	$1x10^{-4}$	$2x10^{-7}$
Dermal	$7x10^{-3}$	$1x10^{-5}$
Inhalation	$3x10^{-5}$	$6x10^{-6}$
Total	$7.1x10^{-3}$	$1.6x10^{-5}$

Occupational

Exposure Point	Worst Case	Most Probable Case
Ingestion	$2x10^{-4}$	$2x10^{-7}$
Dermal	$9x10^{-3}$	$1x10^{-5}$
Inhalation	$6x10^{-6}$	$2x10^{-6}$
Total	$9x10^{-3}$	$1.2x10^{-5}$

TABLE 6 -- SUMMARY OF PCB EXPOSURE RISKS FOR ADULTS
MISSOURI ELECTRIC WORKS SITE

Future Use -- Increased Cancer Risks

Recreational

Exposure Point	Worst Case	Most Probable Case
Ingestion	$3x10^{-4}$	$4x10^{-7}$
Dermal	$2x10^{-3}$	$2x10^{-6}$
Inhalation	$7x10^{-8}$	$2x10^{-8}$
Total	$2.3x10^{-3}$	$2.4x10^{-6}$

Residential

Exposure Point	Worst Case	Most Probable Case
Ingestion	$9x10^{-3}$	$1x10^{-5}$
Dermal	$5x10^{-2}$	$7x10^{-5}$
Inhalation	$3x10^{-5}$	$6x10^{-6}$
Total	$5.9x10^{-2}$	$8.6x10^{-5}$

Occupational

Exposure Point	Worst Case	Most Probable Case
Ingestion	$6x10^{-3}$	$9x10^{-6}$
Dermal	$4x10^{-2}$	$5x10^{-5}$
Inhalation	$6x10^{-6}$	$2x10^{-6}$
Total	$4.6x10^{-2}$	$6.1x10^{-5}$

TABLE 7 -- SUMMARY OF EXPOSURE RISKS FOR ADULTS INGESTION OF VOC-CONTAMINATED GROUND WATER MISSOURI ELECTRIC WORKS SITE

Future Use -- Hazard Index

Residential

Contaminant	Worst Case	Most Probable Case
Trans 1,2-dichloroethene	0.055	0.011
Chlorobenzene	0.240	0.0094
1,1-dichloroethane	0.0036	0.0078
Trichloroethene	(1)	(1)
Tetrachloroethene	0.024	0.0044
Benzene	(1)	(1)
Total	0.3226	0.0326

Occupational

Contaminant	Worst Case	Most Probable Case
Trans 1,2-dichloroethene	0.0275	0.0055
Chlorobenzene	0.120	0.0047
1,1-dichloroethane	0.0018	0.0039
Trichloroethene	(1)	(1)
Tetrachloroethene	0.0120	0.0022
Benzene	(1)	(1)
Total	0.1613	0.01613

(1) The Hazard Index cannot be calculated since an acceptable dose has not been established.

TABLE 8 -- SUMMARY OF EXPOSURE RISKS FOR ADULTS INGESTION OF VOC-CONTAMINATED GROUND WATER MISSOURI ELECTRIC WORKS SITE

Future Use -- Increased Cancer Risk

Residential

Contaminant	Worst Case	Most Probable Case
Trans 1,2-dichloroethene	(1)	(1)
Chlorobenzene	(1)	(1)
1,1-dichloroethane	$2x10^{-5}$	$4x10^{-6}$
Trichloroethene	$2x10^{-6}$	$4x10^{-7}$
Tetrachloroethene	$7x10^{-6}$	$1x10^{-6}$
Benzene	$2x10^{-6}$	$9x10^{-7}$
Total	$3x10^{-5}$	$6x10^{-6}$

Occupational

Contaminant	Worst Case	Most Probable Case
Trans 1,2-dichloroethene	(1)	(1)
Chlorobenzene	(1)	(1)
1,1-dichloroethane	$7x10^{-6}$	$1x10^{-6}$
Trichloroethene	$8x10^{-7}$	$1x10^{-7}$
Tetrachloroethene	$3x10^{-6}$	$5x10^{-7}$
Benzene	$7x10^{-7}$	$3x10^{-7}$
Total	$1x10^{-5}$	$2x10^{-6}$

(1) Incremental risk cannot be calculated since a carcinogenic potency factor is not established.

TABLE 9 -- SUMMARY OF EXPOSURE RISKS FOR CHILDREN INGESTION OF VOC-CONTAMINATED GROUND WATER MISSOURI ELECTRIC WORKS SITE

Future Use -- Hazard Index

Residential

Contaminant	Worst Case	Most Probable Case
Trans 1,2-dichloroethene	0.175	0.0345
Chlorobenzene	0.750	0.0295
1,1-dichloroethane	0.011	0.0025
Trichloroethene	(1)	(1)
Tetrachloroethene	0.076	0.0140
Benzene	(1)	(1)
Total	1.012	0.0805

Future Use -- Increased Cancer Risk

Residential

Contaminant	Worst Case	Most Probable Case
Trans 1,2-dichloroethene	(2)	(2)
Chlorobenzene	(2)	(2)
1,1-dichloroethane	$9x10^{-6}$	$2x10^{-6}$
Trichloroethene	$1x10^{-6}$	$2x10^{-7}$
Tetrachloroethene	$3x10^{-6}$	$6x10^{-7}$
Benzene	$6x10^{-6}$	$3x10^{-6}$
Total	$2x10^{-5}$	$6x10^{-6}$

(1) The Hazard Index cannot be calculated since an acceptable dose has not been established.

(2) Incremental risk cannot be calculated since a carcinogenic potency factor is not established.

For ground water contamination, EPA has determined that a cleanup level of 20 ppb for chlorobenzene, which has been detected at levels up to 240 ppb, and 5 ppb for trichloroethene (TCE), which has been detected at levels up to 19 ppb, is adequate to protect human health and the environment. The residual contamination levels, after cleanup, represent an excess upper bound life-time cancer risk on the order of 1×10^{-5}. These cleanup levels comply with Missouri Water Quality Standards and the MCLs for those contaminants.

The cleanup levels for the MEW Site result in cancer risks in excess of 1×10^{-6}, which is the point of departure for determining remediation goals. The cleanup levels for the Site have been identified after considering the background levels of PCBs in the environment and the technical impracticability of removing PCBs below 10 ppm. Ground water cleanup levels were selected based on the technical limits of remediation. Case studies for ground water remediations have indicated that the effective removal of contaminants from the ground water lessens as contaminant concentrations decrease.

8.0 DESCRIPTION OF ALTERNATIVES

The MEWSC performed a Feasibility Study (FS) to develop and evaluate alternatives for remediation of the contaminated soil and ground water at the Site. The remedial alternatives developed and evaluated in the FS are presented below. (Alternatives for contaminated soil are identified with an "SM" prefix; ground water alternatives are identified with a "GM" prefix. Identification numbers match those presented in the FS.)

For Contaminated Soils:

- -- Alternative SM-1 - No Action Alternative
- -- Alternative SM-2 - Limited Action Alternative
- -- Alternative SM-4 - Asphalt Cap
- -- Alternative SM-6 - Offsite Landfill
- -- Alternative SM-7 - Solidification/Fixation
- -- Alternative SM-8 - Solvent Extraction
- -- Alternative SM-10 - In-Situ Vitrification
- -- Alternative SM-11 - Rotary Kiln Incineration

For Ground Water Contamination:

- -- Alternative GM-1 - No Action
- -- Alternative GM-2 - Limited Action Alternative
- -- Alternative GM-3 - Extraction with Discharge to Surface Water
- -- Alternative GM-4 - Extraction with Discharge to POTW
- -- Alternative GM-5 - Air-Stripping
- -- Alternative GM-6 - Liquid Phase Carbon Adsorption
- -- Alternative GM-7 - Ultraviolet Catalyzed Oxidation

8.1 Soil/Sediment Remedial Alternatives

All PCB-contaminated soils with concentrations in excess of 10 ppm will be addressed during this remedial action. The volume of PCB-contaminated soils and sediments to be addressed with this remedial action is estimated to be 20,500 cubic yards. This estimate is based on the RI and other investigations performed at the Site.

8.1.1 No Action Alternative (SM-1)

As set forth in the National Contingency Plan, 40 CFR Part 300 (NCP), a no action alternative must be considered in the evaluation and selection of a remedial action for NPL sites. This alternative would provide no treatment of the soils or ground water, nor any engineering controls or institutional controls. Current site conditions, migration routes, and exposures would remain unchanged in the near- and long-term. Treatability tests will not be required. No costs would be associated with this remedy.

8.1.2 Limited Action Alternative (SM-2)

The Limited Action alternative for the MEW Site incorporates physical and institutional controls to limit direct exposure to the contaminated soils/sediments/waste, and provides for long-term monitoring and maintenance of the Site. This alternative would consist of: installation of a physical barrier around all onsite and offsite areas exhibiting surficial soil PCB concentrations of 10 ppm or greater; use of institutional controls to prohibit disturbance of contaminated soils/sediments/waste and to restrict use of the Site to industrial purposes; and maintenance of the

Site including vegetative cover, perimeter fencing, and all other appropriate support facilities. Treatability tests would not be required. Monitoring and maintenance would continue for at least 30 years.

Estimated Time for Construction	2 months
Estimated Time to Implement	30 years
Estimated Capital Cost	$65,000
Estimated Annual Operation and Maintenance Cost	$7,000
Estimated Present Worth Cost	$140,325

8.1.3 Asphalt Cap Alternative (SM-4)

The alternative would involve consolidating the contaminated soils and covering them with a low permeability asphalt cap. The purpose of this cap would be to reduce the potential for migration of contamination into the ground water, prevent direct contact with the waste mass and reduce potential migration from storm water and/or precipitation runoff. All contaminated soils from offsite areas would be consolidated with soils from some onsite areas to occupy approximately four acres located in the eastern two-thirds of the MEW property. Rip-rap would be placed on the side slopes of the property to minimize the potential for migration due to erosion. Heavy equipment would be used to construct the cap, which would probably be constructed of asphalt. Treatability tests would not be required. After construction, fences would be erected around the MEW property, signs would be installed and a monitoring/maintenance program initiated. Monitoring and maintenance would continue for at least 30 years.

Estimated Time for Construction	2 months
Estimated Time to Implement	30 years
Estimated Capital Cost	$825,000
Estimated Annual Operation and Maintenance Cost	$13,000
Estimated Present Worth Cost	$950,000

8.1.4 Offsite Landfill Alternative (SM-6)

All soils contaminated with concentrations of PCBs of 10 ppm or greater would be excavated to a depth of four feet; below that depth, those areas with PCB concentrations in excess of 100 ppm would be excavated. The excavated material would be transported offsite by truck to a TSCA-permitted chemical waste landfill. The excavated areas would be backfilled, using clean material from offsite borrow areas, and revegetated. The principal components of this alternative would consist of identification of an EPA-approved facility to accept the PCB-contaminated soils; excavation and transportation of the contaminated soils; placement of

the contaminated soils in the selected facility; restoration of the MEW Site, including backfilling, compaction, and final grading for drainage; and revegetation of the MEW Site. Testing of the excavated soils would be required to verify landfill acceptance.

Estimated Time to Implement	2 months
Estimated Capital Cost	$10,900,000
Estimated Annual Operation and Maintenance Cost	$0
Estimated Present Worth Cost	$10,900,000

NOTE: For soil alternatives SM-6, SM-7, SM-8, and SM-10, all soils contaminated with PCB concentrations of 10 ppm or greater would be excavated to a depth of four feet; below that depth soils containing PCBs in excess of 100 ppm would be excavated. The excavated material would be stockpiled on the MEW property in areas constructed to contain runoff and the piles would be covered to minimize contaminant migration due to wind erosion.

8.1.5 Onsite Stabilization/Fixation Alternative (SM-7)

Stabilization/Fixation is a treatment process which employs additives to diminish the hazardous nature of materials containing hazardous constituents by converting the waste into a form that immobilizes the hazardous constituents within a stable matrix. Stabilization processes typically involve mixing the waste with chemical reagents to immobilize contaminants and improve the physical properties of the waste. This process would reduce the migration potential of the PCBs. Treatability tests would be required to identify the most effective additives and the optimum percentage and ratios of the additives. The excavated soils would be processed and fed into a mixer (similar to a pug mill) where the moisture content would be adjusted and a stabilization/fixation agent added. Tight controls on mixture ratios would be exercised. A high degree of quality control would be required and exercised during the mixing and blending process. An area on the MEW property would be excavated to create cells with sufficient volume to receive the processed soils. The processed soils would be transported to the excavated monolith area, placed and compacted in the cells. A soil cover, thirty (30) inches thick would be constructed over the cells. The cohesive nature (clayey) of the Site soils could cause a problem if additives are not effective in solidifying them or fixing the contamination; treatability tests would be required. Institutional controls would be required to restrict use of the MEW property. The area would be fenced and signs installed. Long-term monitoring would be initiated.

Estimated Time for Construction	1 year
Estimated Time to Implement	30 years
Estimated Capital Cost	$4,300,000
Estimated Annual Operation and Maintenance Cost	$13,500
Estimated Present Worth Cost	$4,400,000

8.1.6 Solvent Extraction Alternative (SM-8)

This alternative would employ a chemical separation process utilizing one or more of a family of aliphatic amine or other solvents. While the processes are designed to recover and recycle solvents used for extraction, the fine-grained nature of the soils at the MEW Site may hinder recovery, resulting in some amount of solvent remaining in treated soils. Site soils may reduce the effectiveness of the process thereby making it more difficult to implement. The availability of the process equipment is uncertain. Solvent extraction processes applied to soil contamination are generally considered to be in a developmental/demonstration state. Studies have shown the process to be capable of 99+ percent removal of PCBs from a wide variety of sludges, soils and sediments. Excavated soils would require processing prior to treatment. The soils would be placed in a closed mixing chamber where a chilled solvent would then be introduced. Mixing would occur, the solids would be allowed to settle, and the solvent would be pumped off. Additional solvent "charges" would be added, as necessary, to attain cleanup standards (see Figure 6 for a diagram of the process). Extracted PCBs would be collected, stored and disposed offsite by incineration in accordance with TSCA regulations. Residual water may be a byproduct of the process. This water could require testing and additional treatment. Construction of a wastewater treatment plant to process the residual water could be necessary. (The costs presented below do not include those for a wastewater treatment plant.) The excavated areas would be backfilled, using the treated soils and covered with a clean soil cover.

A treatability study would be needed for this remedial action alternative to evaluate its feasibility for the Site conditions and to evaluate the reaction time needed to achieve cleanup levels.

Estimated Time to Implement	1 year
Estimated Capital Cost	$6,400,000
Estimated Annual Operation and Maintenance Cost	$0
Estimated Present Worth Cost	$6,400,000

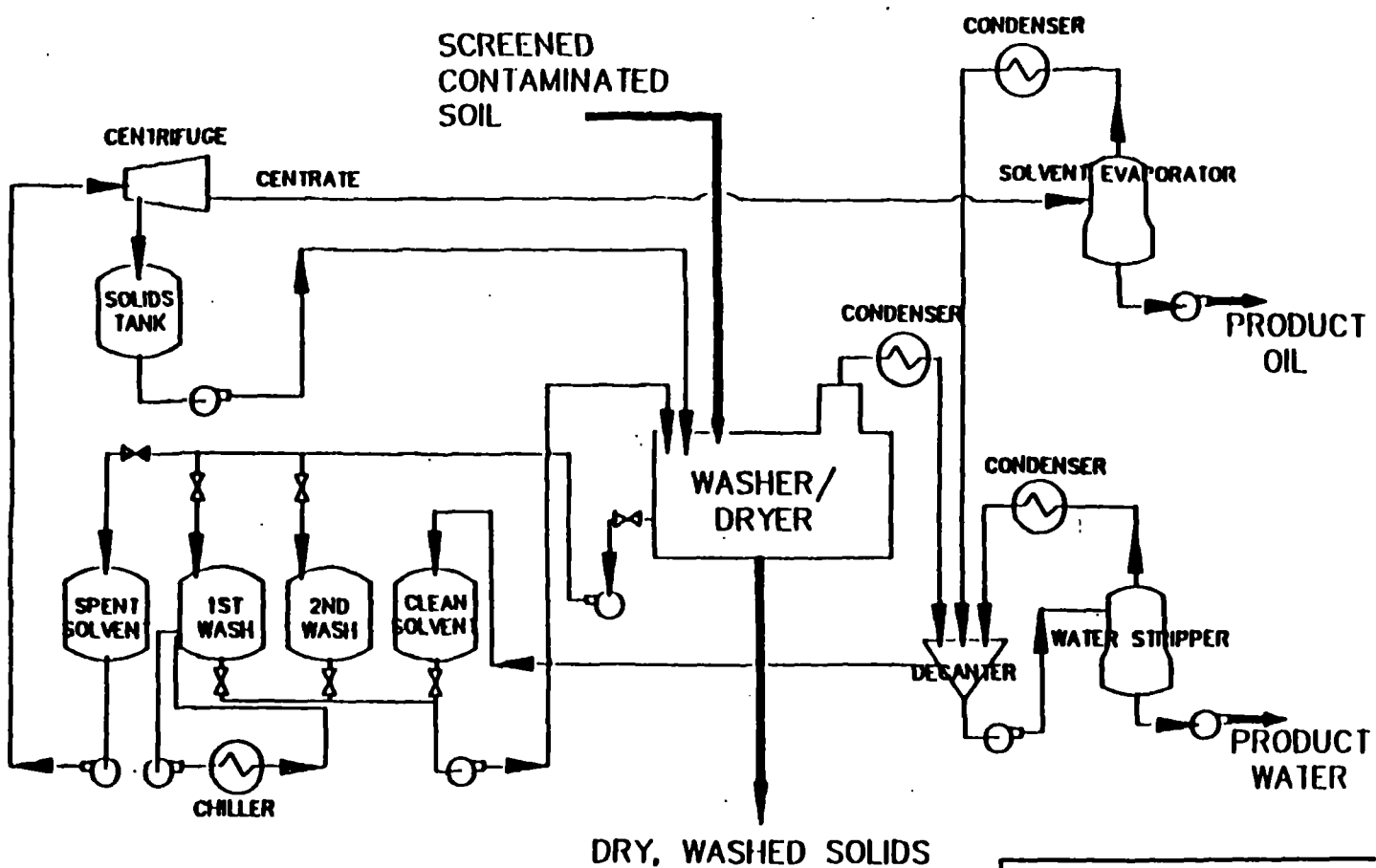


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Figure 6 - Typical Solvent Extraction Process

8.1.7 In-Situ Vitrification Alternative (SM-10)

In-situ vitrification is a treatment process that uses an electric current to heat soils to their melting point. Due to the relatively shallow depth of contamination at the Site, contaminated soils would be excavated and placed in 12 to 15-foot trenches for treatment. Electrodes would be placed into the soil in the trenches and an electric current induced between the electrodes. The current would heat the soils, causing them to melt. The melting soils would cause a 20 to 40 percent reduction in the volume of the soils being treated. This process has been shown to destroy organic contaminants, i.e, PCBs, by pyrolyzing them (see Figure 7). By-products of the pyrolysis migrate to the surface and burn in the presence of oxygen. A specially designed hood would be placed over the treatment area to collect gases generated during the processing and maintain a controlled atmosphere in which the gases could burn. The gases in the hood would be processed through various steps before being released into the atmosphere. Treatability tests are likely to be needed.

Estimated Time to Implement	1 year
Estimated Capital Cost	$11,200,000
Estimated Annual Operation and Maintenance Cost	$0
Estimated Present Worth Cost	$11,200,000

8.1.8 Onsite Incineration Alternative (SM-11)

The onsite incineration alternative provides an onsite treatment process to manage PCB-contaminated soils from all onsite and offsite areas. Rotary kiln incinerators (see Figure 8) are probably the most common type of equipment used for mobile incineration because they have been commercially proven, provide flexibility in handling many types of materials and provide good mixing and long residence times for solids. A trial burn would be required to identify the residence time required to destroy the PCB contamination.

The incineration operation would require approximately one acre of space at the Site. The contaminated soils would be processed to obtain the proper particle size and then "fed" into the lower end of the combustion chamber. Use of a high combustion air velocity and circulating solids would result in a uniform temperature around the combustion loop resulting in rapid heating of the materials and highly efficient combustion, thus eliminating the need for an afterburner or secondary combustion of off-gases. Thermal treatment would achieve a PCB-destruction efficiency of 99.9999 percent.

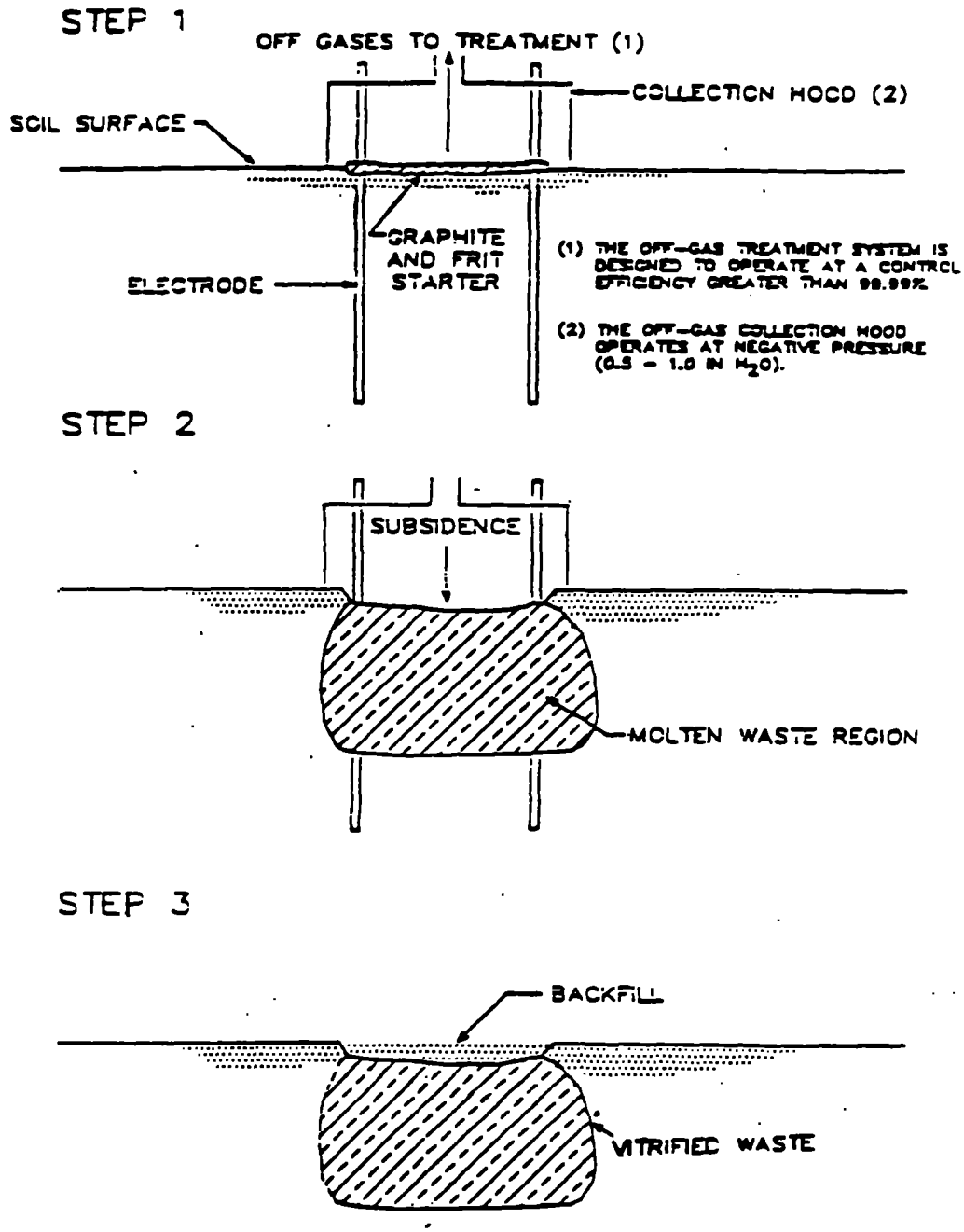

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Figure 7 - In-situ Vitrification Process

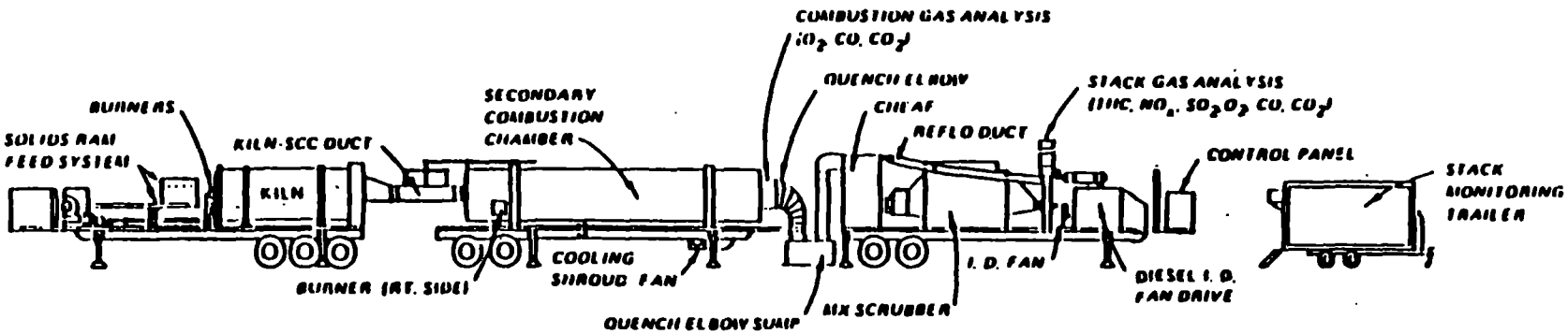

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Figure 8 - Schematic Of Rotary Kiln Process (Onsite Incineration)

Exhaust gases would be routed to air pollution control devices consisting of flue-gas coolers and particulate removal systems before being released to the atmosphere. Acid gases would be removed in-situ. During operation, treated soil and ash would be removed periodically and cooled.

After thermal treatment, the treated soils and ash would be tested using, the Toxicity Characteristic Leaching Procedure (TCLP) prior to their use as backfill for the excavated areas of the Site. After backfilling the excavated areas, a soil cover would be constructed over the Site and the Site would be revegetated.

Estimated Time to Implement	1-2 years
Estimated Capital Cost	$8,400,000
Estimated Annual Operation and Maintenance Cost	$0
Estimated Present Worth Cost	$8,400,000

8.2 Ground Water Remedial Alternatives

Based on available data, it is estimated that the volume of ground water that will require treatment is 1,000,000 gallons. This figure is based on information gathered during the installation and sampling of the monitoring wells.

8.2.1 No Action Alternative (GM-1)

As set forth in the NCP, a no action alternative must be considered in the evaluation and selection of a remedial action for an NPL site. This alternative would provide no treatment of ground water, no engineering controls or institutional controls. Current Site conditions, migration routes and exposures would remain unchanged in the near- and long-term. No costs would be associated with this remedy.

8.2.2 Limited Action Alternative (GM-2)

This alternative would incorporate physical and institutional controls to prevent or limit direct exposure to the contaminated soils/sediments and ground water and would provide for monitoring of the ground water contamination. Monitoring of the ground water would be accomplished using an array of onsite and downgradient wells designed to track the leading edge of the contamination plume and quantify horizontal migration within the water bearing unit. Analytical data gathered during the monitoring activities would be evaluated to determine if additional remedial actions are necessary. The monitoring would be continued until contaminant levels in the ground water fall below the MCLs (it is assumed that the monitoring would continue for 30 years).

Estimated Time for Construction	2 months
Estimated Time to Implement	30 years
Estimated Capital Cost	$73,500
Estimated Annual Operation and Maintenance Cost	$36,000
Estimated Present Worth Cost (30 years, 10%)	$375,000

For Alternatives GM-3 through GM-7, a ground water extraction system consisting of six to ten wells would be constructed. Prior to the installation of the ground water remediation system, additional investigation of the hydrogeologic regime in the vicinity of the MEW Site will be performed. The purpose of this investigation will be to identify information necessary for the design of the ground water remediation system. This system would be used to remove the contaminated ground water. Figure 9 presents a possible configuration of extraction wells and their relation to the ground water contaminant plume.

8.2.3 Extraction and Discharge to Surface Waters Alternative (GM-3)

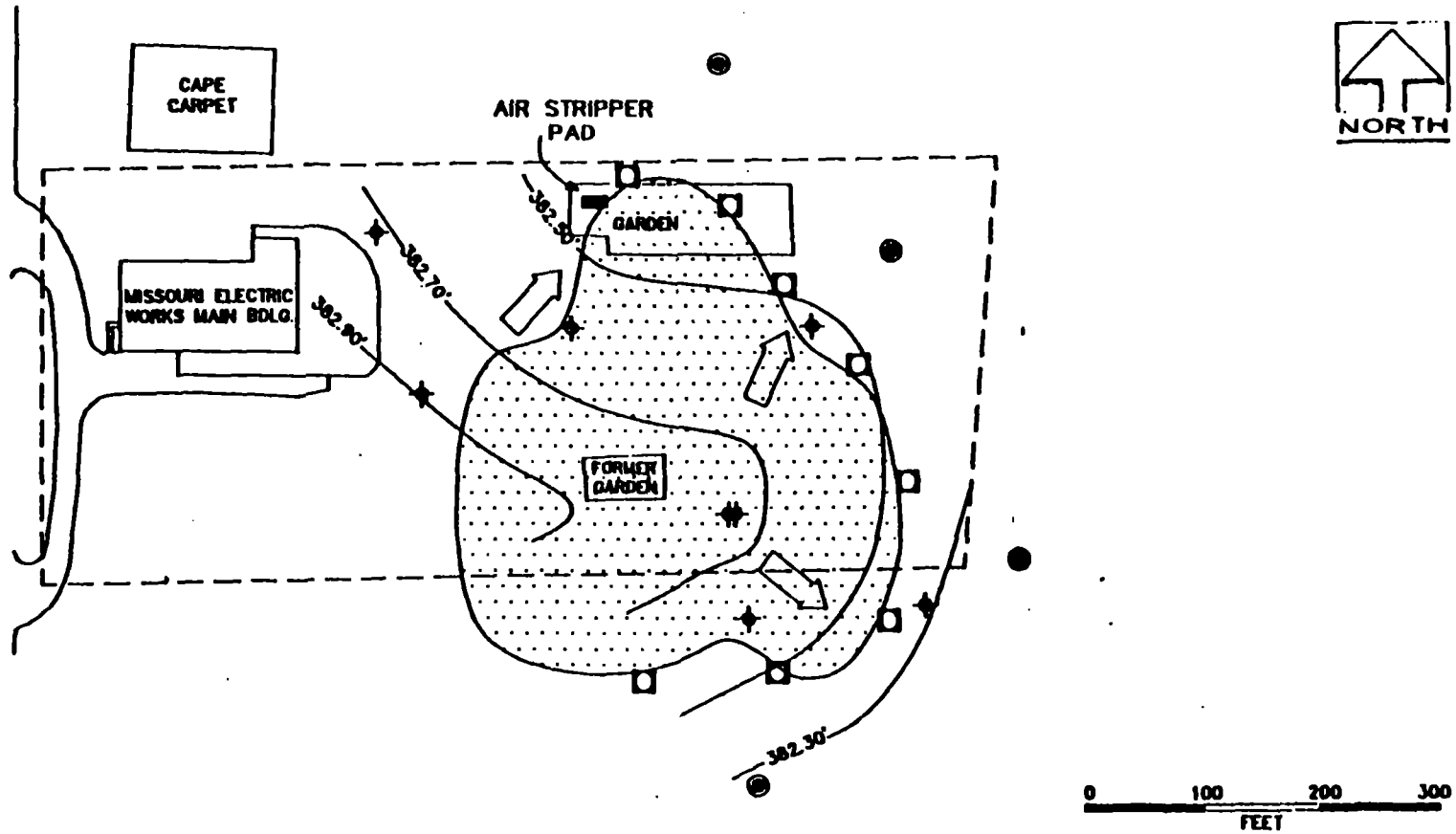
After extraction, the ground water would be discharged through an effluent monitoring station to a release point along the Wilson Road ditch. This alternative would essentially remove the contaminants from the ground water and place them in the surface water/sediment and atmosphere. It relies solely on dilution to meet the Water Quality Criteria. It would increase the mobility of the contaminants due to volatilization.

Estimated Time to Implement	15 years
Estimated Capital Cost	$165,000
Estimated Annual Operation and Maintenance Cost	$12,000
Estimated Present Worth Cost (15 years, 10%)	$510,000

8.2.4 Extraction with Discharge to Publicly Owned Treatment Works (POTW) Alternative (GM-4)

After extraction, the ground water would be discharged to the municipal water treatment system for treatment. This alternative would continue until cleanup levels are met (estimated to be 30 years). Monitoring of the ground water quality would be needed periodically to ensure that discharge requirements were met.

Estimated Time to Implement	30 years
Estimated Capital Cost	$100,000
Estimated Annual Operation and Maintenance Cost	$108,000
Estimated Present Worth Cost (30 years, 10%)	$1,100,000



LEGEND

- KRIGED ESTIMATE AREA OF VOLATILE ORGANICS GREATER THAN 25 PPB IN GROUNDWATER
- PREVIOUSLY EXISTING MONITOR WELL
- PROPOSED MONITOR WELL
- PROPOSED RECOVERY WELL
- GROUNDWATER FLOW DIRECTION
- 382.30' POTENTIOMENTRIC SURFACE CONTOURS C.I. = 0.20 FEET

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Figure 9 - Conceptual Layout Extraction Wells

NOTE: All ground water treatment technologies described in the following paragraphs are estimated to continue for a period of approximately 15 years. Extraction of ground water would control migration of the contaminant plume. Monitoring to evaluate the effectiveness of the treatment technology and maintenance of the ground water extraction system would be required for all treatment technologies.

8.2.5 Air-Stripping Alternative (GM-5)

After extraction, the ground water would be pumped through a filter system to remove suspended particulates. This would be followed by injection into the top of a packed air-stripper column equipped with an air blower. The treated water effluent would then be piped to an outfall along Wilson Road or to the local Publicly Owned Treatment Works (POTW). The VOCs "stripped" from the ground water would be processed through a vapor-phase carbon adsorption filter to prevent the release of VOCs to the atmosphere. A schematic of an air-stripping process is presented in Figure 10. The volume and quality of the treated effluent would be monitored prior to its release. Treatability studies would be needed prior to final design of the system. Process residuals, such as the spent activated carbon, would require disposal.

Estimated Time to Implement	15 years
Estimated Capital Cost	$242,000
Estimated Annual Operation and Maintenance Cost	$64,010
Estimated Present Worth Cost (15 years, 10%)	$730,000

8.2.6 Liquid Phase Carbon Adsorption Alternative (GM-6)

After extraction, the ground water would be pumped through a filter system to remove suspended particulates that could cause clogging of the carbon bed. Effluent from the filtration unit would flow to carbon adsorption units. Treated effluent would be discharged, after sampling and monitoring, to an outfall along Wilson Road or released to the local POTW. The carbon adsorption units would require recharging after their adsorption capacities had been depleted.

Estimated Time to Implement	15 years
Estimated Capital Cost	$218,875
Estimated Annual Operation and Maintenance Cost	$85,000
Estimated Present Worth Cost (15 years, 10%)	$860,500

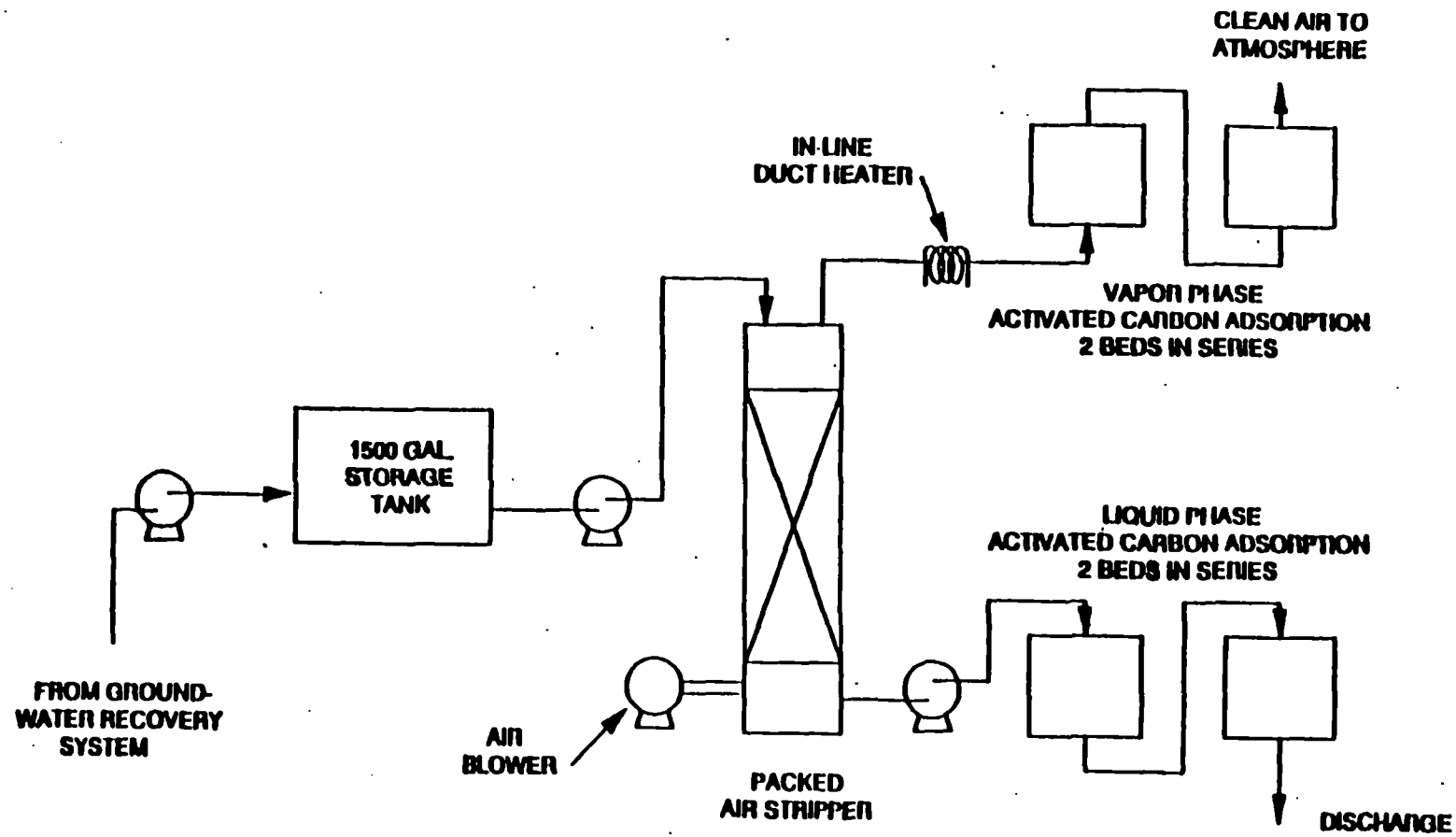

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Figure 10 - Schematic of Air-stripper

8.2.7 Ultraviolet Catalyzed Oxidation Alternative (GM-7)

After extraction, the ground water would be pumped into the ozone/ultraviolet (UV) unit where hydrogen peroxide would be added and mixed, followed by addition of ozone. The mixture would be subjected to ultraviolet radiation which acts as a catalyst for the oxidation reaction. The oxidation reaction "strips" volatiles from the ground water. Off-gases would be decomposed catalytically. This is an innovative technology. A treatability study would be required. This alternative destroys the contaminants rather than "fixing" them on carbon.

Estimated Time to Implement	15 years
Estimated Capital Cost	$380,000
Estimated Annual Operation and Maintenance Cost	$12,000
Estimated Present Worth Cost (15 years, 10%)	$850,000

9.0 SUMMARY OF COMPARATIVE ANALYSIS OF ALTERNATIVES

The NCP has established nine criteria to be used to evaluate remedial alternatives. To select a remedy, each alternative must be evaluated with regard to these criteria and then compared to each other (see Tables 10 and 11).

The selected remedy is that alternative that provided the best balance of trade-offs in this comparative analysis.

EPA has determined that the best alternatives for the MEW Site are SM-11 (onsite incineration) and GM-5 (air-stripping). As discussed below, SM-11 and GM-5 provide the best balance of trade-offs among the alternatives with respect to the nine criteria.

The NCP prioritizes the nine criteria into three categories. The first such category is threshold criteria. An alternative must meet the following two requirements to be considered as a final remedy for the Site:

9.1 Overall Protection of Human Health and the Environment

The selected remedy for soil contamination is to excavate and thermally destroy the PCB-contaminated soils. The selected remedy for ground water contamination is to extract the contaminated water and treat it by air-stripping followed by vapor phase carbon adsorption. These alternatives will reduce the exposure to contaminated soils and ground water to protective levels and also minimize the potential for contaminant migration.

TABLE 10

EVALUATION OF REMEDIAL ALTERNATIVES IDENTIFIED IN THE FEASIBILITY STUDY MISSOURI ELECTRIC WORKS SITE CAPE GIRARDEAU, MISSOURI

PCB Contaminated Soil

Remedial Alternative Description	Protective of Human Health & Environment	Complies with ARARs	Long-Term Effectiveness	Reduction of			Short-Term Effectiveness	Can It be Implemented	Cost	State Acceptance	Community Acceptance
				Mobility	Toxicity	Volume					
SM-1 No Action	No	No	No	No	No	No	No	Yes	0	No	No
SM-2 Limited Action	No	No	No	No	No	No	No	Yes	140,325	No	No
SM-4 Asphalt Cap	No	No	No	No	No	No	Yes	Yes	630,000	No	No
SM-6 Offsite Landfill	Yes	Yes	Yes	No	No	No	Yes	Yes	10,900,000	--	--
SM-7 Stabilization/ Fixation	Yes	Yes	Yes	Yes	No	No	Yes	Yes	4,400,000	--	--
SM-8 Solvent Extraction	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	6,400,000	--	--
SM-10 In-situ Vitrification	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	11,100,000	--	--
SM-11 Onsite Incineration	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	8,400,000	Yes	Yes

TABLE 11

EVALUATION OF REMEDIAL ALTERNATIVES IDENTIFIED IN THE FEASIBILITY STUDY MISSOURI ELECTRIC WORKS SITE CAPE GIRARDEAU, MISSOURI

VOC-Contaminated Ground Water

Remedial Alternative Description	Protective of Human Health & Environment	Complies with ARARs	Long-Term Effectiveness	Reduction of Mobility	Reduction of Toxicity	Reduction of Volume	Short-Term Effectiveness	Can It be Implemented	Cost	State Acceptance	Community Acceptance
GM-1 No Action	No	No	No	No	No	No	No	Yes	0	No	No
GM-2 Limited Action	Yes	No	No	No	No	No	No	Yes	375,000	No	--
GM-3 Extraction/Surface Water	Yes	No	No	No	No	No	--	Yes	510,000	--	--
GM-4 Extraction/Local POTW	Yes	Yes	Yes	Yes	Yes	Yes	--	Yes	1,100,000	--	--
GM-5 Air-stripping	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	730,000	Yes	Yes
GM-6 Liquid Phase Carbon Adsorption	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	860,000	--	--
GM-7 Ultraviolet Catalyzed Oxidation	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	850,000	--	--

The No Action (SM-1/GM-1) and soil Limited Action (SM-2) Alternatives and the Asphalt Cap Alternative (SM-4) do not provide overall protection to human health and the environment. These alternatives rely on physical barriers and institutional controls to reduce or minimize the threat of contact with the contaminated materials. They do not significantly reduce the risks to human health or the environment represented by Site conditions, and therefore unacceptable residual risk remains.

The soil alternatives (SM-1, SM-2, and SM-4) do not provide any technology which would treat the PCB contamination to decrease its toxicity, mobility or volume. The PCB contamination would not be reduced with direct contact limited only by an asphalt cap or perimeter fencing. The fence would not provide a barrier to migration of the contaminated soils by either wind or runoff. Cracking and deterioration of the cap would expose the underlying contaminated soils. Construction of a cap would require greater use of institutional controls and the potential for exposure would still exist. The source of VOC contamination to the ground water would not be removed by capping the Site.

The No Action ground water alternative in unacceptable because of the uncertainty of possible exposures. Available information on regional geologic conditions indicates that there is not a barrier in the limestone bedrock to prevent downward migration of the contamination for a depth of approximately 1,000 feet. Should no ground water barrier be present, the exposure and potential exposure to contaminated ground water has not been adequately addressed.

The ground water Limited Action Alternative (GM-2) may be considered to be protective of human health and the environment. While it relies on institutional controls and physical barriers to minimize the threat of contact with the contaminated materials, it also incorporates frequent monitoring of the ground water conditions. The monitoring data would be used to indicate if the contamination is posing additional risk to human health or the environment.

Soil Alternatives SM-8, SM-10 and SM-11, all use technologies that would destroy the PCBs bound to the soils and sediments. Institutional controls, such as deed restrictions, would be required for the residually contaminated property because the residual concentrations would result in unacceptable risk levels for residential use. However, with institutional controls there would be no long-term risk above acceptable levels. These technologies would result in the permanent elimination of the risks posed by the PCB contamination.

Ground water Alternatives GM-5, GM-6 and GM-7 would provide permanent elimination of the risks posed by the ground water contamination by removal and destruction of the volatile organic

compounds. The long-term residual risk would be below acceptable levels.

Soil Alternative SM-7 would provide long-term reduction of risks presented by direct contact with PCBs. However, the 99+ percent destruction of PCBs in the soil and sediment is considered to be more protective of human health and the environment than simply encapsulating the contamination in a stabilized soil monolith.

Neither soil Alternative SM-4 nor ground water Alternative GM-3 would permanently eliminate residual risk.

9.2 Compliance with ARARS

The selected remedies will comply with all federal and state applicable or relevant and appropriate requirements (ARARs). Applicable requirements are those state or federal requirements legally applicable to the release or remedial action contemplated that specifically address a hazardous substance, pollutant, contaminant, remedial action, location or other circumstance found at the Site. If it is determined that a requirement is not applicable, it may still be relevant and appropriate to the circumstances of the release. Requirements are relevant and appropriate if they address problems or situations sufficiently similar to the circumstances of the release or remedial action contemplated and are well-suited to the Site.

Chemical-specific ARARs associated with the Site include the Toxic Substances Control Act; the National Ambient Air Quality Standards; and the National Emission Standards for Hazardous Air Pollutants. Also identified as ARARs for the Site are the Missouri State Water Quality Standards. As an EPA policy, the TSCA PCB Spill Cleanup Policy, 40 CFR Part 761, is to be considered in evaluating alternatives.

No federal location-specific ARARs were identified for the Site. However, the presence of a wetland south of the Site must be considered as the selected remedy cannot adversely affect the wetland area. A state location-specific ARAR, Protection of Lakes and Streams, Missouri Water Quality Standards (10 C.S.R. 20-7.031), was identified for the Site.

The federal action-specific ARARs for the Site are: all pertinent Occupational Safety and Health Act requirements; the Clean Water Act Regulations applicable to discharges to POTWs; all pertinent requirements in the Toxic Substances and Control Act, including its land disposal and incinerator standards for PCBs; and the Clean Air Act requirements applicable to incinerators. TSCA requires that thermal treatment destroy PCBs at an efficiency of 99.9999 percent with less than 2 ppm residual concentration of PCBs in the ash. A trial burn will be conducted to demonstrate that this requirement can be satisfied.

The No Action and Limited Action alternatives for soil and ground water do not satisfy chemical-specific ARARs. Nor does alternative GM-3 (extraction of ground water with discharge to surface water).

Offsite landfilling of the excavated soils, onsite stabilization/fixation, solvent extraction, and in-situ vitrification (soil Alternatives SM-6, SM-7, SM-8, and SM-10) and ground water Alternatives GM-4, GM-6 and GM-7 (extraction with discharge to POTW, liquid phase carbon adsorption, and ultraviolet catalyzed oxidation) would meet the chemical-specific, action-specific and location-specific ARARs identified in Appendix A.

Six alternatives, three soil and three ground water, did not meet threshold criteria. Specifically, these alternatives are: No Action for both soils and ground water (SM-1 and GM-1); Limited Action for both soils and ground water (SM-2 and GM-2); Asphalt Cap for soils (SM-4); and ground water extraction with discharge to surface water (GM-3). Because these alternatives did not meet threshold criteria, they were not considered further in the comparative analysis of alternatives.

The second category of criteria is primary balancing criteria. The following five criteria are used to evaluate the alternatives to determine the option that provides the best balance of trade-offs for the Site.

9.3 Long-Term Effectiveness and Permanence

The selected remedies will eliminate long-term risks associated with direct contact and potential migration of contaminants by destroying the PCB contamination through incineration of the soils onsite and by permanently removing and destroying the VOC contamination in the ground water by air-stripping followed through carbon adsorption.

Solvent extraction and in-situ vitrification of the soil (soil Alternatives SM-8 and SM-10), both involve treatment to destroy or remove the PCB-molecules. These alternatives would also eliminate the risks associated with the PCB-contamination.

Soil Alternative SM-7 (stabilization/fixation) would immobilize the PCB-contaminated soils by stabilizing them. However, the PCBs would not be destroyed. Accordingly, long-term monitoring, maintenance and institutional controls would be required. Degradation of the soil cover over the stabilized soils could expose the monolith to precipitation runoff (erosive forces), and freeze/thaw and wet/dry cycles. These forces have been shown to adversely affect the integrity of stabilized soils. Moreover, the Site is located in a seismic area. As a result the integrity of the monolith could be adversely affected by an earthquake.

Offsite landfilling of the contaminated soils (soil Alternative SM-6), would remove the contaminated soils from the Site. However, long-term effectiveness of this alternative is questionable since landfilling does not destroy or treat the contaminants.

Ground water alternatives GM-4 (extraction with discharge to POTW), GM-6 (extraction with liquid phase carbon adsorption) and GM-7 (extraction with ultraviolet catalyzed oxidation) would remove and treat the contaminants. However, long-term effectiveness at the place of disposal for GM-4 is questionable because the treatment of the ground water contamination would not be directly controlled by EPA. Alternatives GM-6 and GM-7 would provide long-term protection.

9.4 Reduction of Toxicity, Mobility, or Volume

The selected remedies will achieve reduction of toxicity, mobility, and volume of contaminants at the Site.

Soil Alternatives SM-8 and SM-10 (solvent extraction and in-situ vitrification) would treat the contaminated soils to achieve a reduction in toxicity, mobility and volume. Solvent extraction would remove the PCBs from the soils and consolidate them in a liquid form. The liquid would be incinerated offsite, thereby destroying the PCBs. In-situ vitrification would destroy the majority of the PCB contamination by subjecting it to high temperatures. However, the technology has not been approved by TSCA as a technology equivalent to incineration or landfilling in a permitted chemical waste landfill. The residual contamination would be encapsulated in a vitrified mass, similar to volcanic glass. A volume reduction of 20 to 40 percent is expected with in-situ vitrification.

As stated above, soil Alternative SM-7 (stabilization/ fixation) would result in a reduction in the mobility of the PCBs. However, there would be no reduction in the toxicity of the PCBs. Moreover, it would result in an increase in the volume of PCB-contaminated materials.

Soil Alternative SM-6 (offsite landfilling) provides no reduction in the mobility, toxicity or volume. It merely moves the contamination from the Site to a permitted chemical waste landfill.

Ground water Alternatives GM-4, GM-6, and GM-7 would treat the contaminated ground water to achieve a reduction in toxicity, mobility and volume. Liquid phase carbon adsorption (GM-6) would reduce the toxicity, mobility and volume of the contaminants by capturing the VOCs on an activated carbon filter and then "recharging" the spent filter with thermal treatment which will destroy the VOCs. Ultraviolet catalyzed oxidation (GM-7) would

reduce the toxicity, mobility and volume of the VOCs by subjecting them to a chemical reaction process which will destroy the VOCs present in the ground water.

9.5 Short-Term Effectiveness

The short-term risks associated with the selected remedies would include the normal construction hazards associated with excavation of contaminated soils and construction of wells and installation of a filtration system. Workers onsite could be exposed to contaminated soils and ground water; these exposures can be reduced and controlled by use of appropriate health and safety procedures.

There are risks associated with incinerator operation. Improper operation of the incinerator represents the principal risk. However, these risks are controlled by frequent testing of the gaseous incinerator emissions and monitoring of the operations. Employees involved with the incinerator operation will be required to wear protective clothing as safeguards. As a result, risks to the public and the environment can be effectively minimized.

The preferred soil alternative would require approximately one to two years to complete. The time estimate for installation of wells and filtration system is two months. The time required to achieve a reduction in contaminant levels to health-based levels in the ground water is uncertain, but is expected to take approximately 15 years. However, extraction of the ground water should preclude migration of the contaminant plume.

All other alternatives would also have minimal short-term risks as described above. However, as previously noted, compliance with the action-specific ARARs would effectively minimize and control the exposures.

The remaining soil alternatives would take about two months for excavation and stockpiling of the soils. Soil Alternative SM-6 would be essentially complete at the end of the two-month time period. It is estimated that soil Alternatives SM-7, SM-8, and SM-10 would require approximately one year to implement. All ground water alternatives would take similar amounts of time (estimate: 15 years) to implement.

9.6 Implementability

Implementation of the selected remedies would involve use of conventional construction techniques and proven technologies for the wastes being treated. The reliability and adequacy of controls on mobile incineration units have been established through pilot and full-scale tests at several sites. Mobile incineration units are currently available from several vendors. Air-stripping of the water followed by carbon adsorption of the

vapor phase is a process used frequently to treat contaminated ground water.

Soil Alternative SM-7 would require treatability studies to identify and determine the optimum mixtures of the stabilization and/or fixation agents to be used. These treatability studies would probably be performed in two or more phases. The first phase would be to identify the most effective stabilization and fixation agents. The second and any following phases would be needed to identify the optimum mixtures or ratios of the stabilization/fixation additives.

Soil Alternative SM-8 would require a treatability study to evaluate the effectiveness and implementability of the process for site-specific soils. The equipment for this process is available from a limited number of contractors. If equipment is unavailable at the time of remedial action, then delays would result.

Bench and pilot scale tests for similar cases indicate that the technology used in Soil Alternative SM-10 (in-situ vitrification) would likely be effective for the MEW Site. Power needs for this alternative are readily available. However, only one vendor is licensed to use the technology and it currently has only one unit. This could cause delays at the time of remedial action.

Analytical testing of the ground water would be required for ground water Alternative GM-4. The testing would be needed prior to the local POTW agreeing to accept the ground water for treatment and processing.

Ground water Alternative GM-6 (liquid phase carbon adsorption) is a proven technology. The equipment and materials needed to effect this remedial alternative are readily available. It should be implemented relatively easily.

Ground water Alternative GM-7 (ultraviolet catalyzed oxidation) would require treatability studies to identify any site-specific operational problems prior to implementation. Handling of the hydrogen peroxide could represent some potential problems; however, use of standard industrial procedures should minimize any problems and are considered safe. The equipment used for this technology is fragile and may need to be replaced during implementation.

9.7 Cost

The costs of the selected remedies would include the costs associated with onsite thermal treatment, $8.4 million, and the costs for air-stripping followed by carbon treatment of the ground water, $730,000. These costs reflect the estimated present worth of pumping and treating ground water for 15 years.

The range of present worth costs for the soil alternatives is $4.4 million for soil Alternative SM-7 to $11.1 million for soil Alternative SM-10. The estimated present worth for the remaining ground water alternatives is $850,000 for Alternative GM-7 and $1.1 million for Alternative GM-4. Both selected remedies achieve permanent reduction in the toxicity, mobility and volume of contaminants at costs that are proportional to their overall effectiveness.

The following summary is provided of the evaluation of the soil and ground water alternatives with respect to the five primary balancing criteria:

Soils/Sediments

Alternatives SM-8, SM-10 and SM-11 (solvent extraction, in-situ vitrification, and onsite incineration) would perform equally with respect to long-term effectiveness; Alternatives SM-7 and SM-6 (stabilization/fixation and offsite landfill) would provide less permanent long-term effectiveness. Alternatives SM-7, SM-8, SM-10, and SM-11 would all reduce the mobility of the PCB contaminants; SM-6 would not reduce contaminant mobility. Toxicity and volume of the PCB contaminants would be reduced by alternatives SM-8, SM-10 and SM-11; no toxicity reduction would be achieved by SM-6 or SM-7. Alternative SM-6 affords no volume reduction of the PCB contaminants, while SM-7 would result in an increase in the volume of PCB-contaminated material. All soil alternatives considered in conjunction with the primary balancing criteria would provide short-term effectiveness. Alternative SM-10 has not been used for a full-scale site cleanup; problems with this technology could arise which would decrease its ability to be implemented. Alternative SM-8 may not be effective given the cohesive nature of the Site soils. Residual solvent concentrations could remain in the soils making it less attractive. Alternative SM-7 is the least expensive soil alternative with a cost of $4.4 million. Soil Alternative SM-10 is the most expensive with a cost of $11.1 million. Onsite incineration costs fall in the middle of the costs for the alternatives considered. This remedy provides the best balance of trade-offs among the alternatives, particularly with respect to long-term effectiveness and the permanent reduction of toxicity, mobility and volume.

Ground Water

Ground water Alternatives GM-5, GM-6, and GM-7 were considered to perform equally with respect to long-term effectiveness; Alternative GM-4 was considered to be potentially less effective over the long-term since less control over the process would be exercised by EPA or the MEWSC. All ground water alternatives considered were judged to provide equal reduction of mobility, toxicity and volume of the VOC contamination. The short-term effectiveness of all ground water alternatives was considered to be equal. All ground water alternatives can be implemented.

GW-5 (air-stripping followed by vapor phase carbon adsorption) was the least expensive alternative, with an estimated cost $730,000. Alternative GM-4 was the most expensive with an estimated cost of $1.1 million. Remedy GM-5 provides the best balance of trade-offs among the ground water alternatives, particularly with respect to long-term effectiveness and permanent reduction in toxicity, mobility and volume.

The third category of criteria is modifying criteria. The following two criteria are considered when evaluating the alternatives and are used to help determine the final remedies for the Site.

9.8 State Acceptance

The State of Missouri has been informed of EPA's selected remedies: onsite incineration of the PCB-contaminated soils and air-stripping followed by vapor phase carbon adsorption of the VOC-contaminated ground water. The State of Missouri has officially notified EPA of its concurrence with the selected remedial actions.

9.9 Community Acceptance

The community and other interested citizens or parties were given the opportunity to review the Proposed Plan and supporting documents of the Administrative Record. A thirty-day comment period was available for the public to comment on these documents. A Public Hearing was held in Cape Girardeau on August 30, 1990 to discuss the Proposed Plan and the preferred remedial alternatives. No comments on the Proposed Plan were received at that Public Hearing. There have been no comments indicating strong opposition from the general public to the preferred alternatives identified in the Proposed Plan. Comments that were submitted are addressed in the Responsiveness Summary.

10.0 THE SELECTED REMEDY

10.1 Soils/Sediments

The remedial action selected for the soil cleanup will provide overall protection of human health and the environment by eliminating, reducing and controlling all current and potential risks posed by the exposure pathways at the Site, and will be in compliance with all applicable or relevant and appropriate requirements (ARARs). The long-term effectiveness and permanence of the selected soil remedy were determined to be critical factors in balancing the trade-offs among the other soil alternatives.

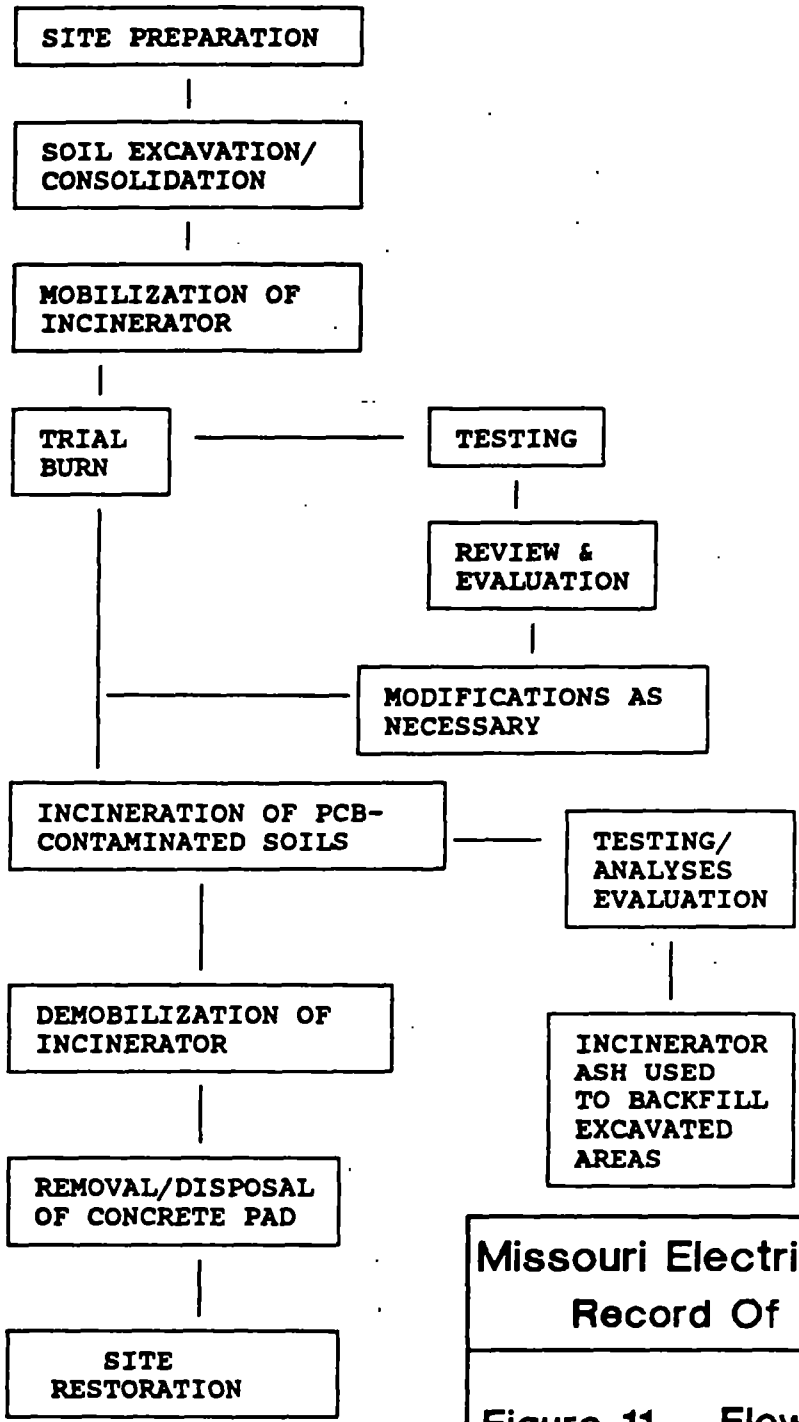
The statutory preference of CERCLA §121(b) to permanently and significantly reduce the volume, toxicity, or mobility of the hazardous substances through treatment technologies (to the maximum extent practicable) is satisfied by the selected soil

remedy. The technology selected is a proven technology. Case studies of other cleanups indicate that onsite incineration is a consistent practical approach to permanent destruction of PCBs. This remedy should be relatively easy to implement from both a technical and administrative point of view. Mobile incineration units are available from several vendors and therefore should be readily available.

The cost of implementing the selected soil remedy, onsite incineration, was considered during EPA's evaluation process. The results of this comparative analysis indicated that while the costs associated with onsite incineration do exceed the cost associated with the other source control alternatives analyzed (stabilization/fixation and solvent extraction), these costs are proportional to the overall greater effectiveness of onsite incineration.

Rotary kiln incinerators are probably the most common type of equipment used for mobile incineration because they have been commercially proven, provide flexibility in handling many types of materials and provide good mixing and long residence times for solids. Rotary kilns are equally applicable to solids, sludges, and slurries and are capable of receiving and processing liquids and solids simultaneously. The five basic components of the rotary kiln system are: 1) rotary kiln (primary combustion chamber); 2) secondary combustion chamber; 3) heat recovery boiler; 4) air pollution control train; and 5) effluent neutralization chamber. The soil is fed into the rotary kiln that is mounted on an incline. Temperatures range from 1,200 to 1,800 degrees Fahrenheit and the residence time depends on the contaminants being treated. Typical feed rates for soils are 1,300 to 1,400 pounds per hour. The soil is removed at the lower end of the kiln and the vapors desorbed from the soil then enter the secondary chamber, at temperatures of 1,500 to 3,000 degrees Fahrenheit, to complete oxidation. As the exhaust gases exit the secondary chamber, they are directed through a pollution control train which may consist of a water quench, a packed scrubbing tower or an ejection scrubber system.

Implementation of onsite incineration at the MEW Site would consist of the following tasks. Preparation of the Site will be performed by clearing trees and vegetation in the area where the incinerator is to be placed. Contaminated soils will be excavated and consolidated onsite with provisions to minimize migration of the contaminated materials. The incinerator will be brought to the Site, at which time trial burn(s) will be performed, tested and evaluated before the incineration of the PCB-contaminated soils will be done. When the incineration is complete, the incinerator will be removed from the Site. The Site will be restored and revegetated. Figure 11 is a flow-diagram of the PCB-contaminated soil remedial action.



Missouri Electric Works Site
Record Of Decision

Figure 11 - Flow Diagram of PCB-Contaminated Soils-Remedial Action

Site preparation activities would consist of clearing an area approximately one acre in size where the incinerator would be setup. Contaminated soils from this area would be stockpiled in the immediate vicinity to await processing when the incinerator is in-place and operational. A concrete pad would be constructed in the cleared area to support the processing equipment. Other Site preparation activities would include removal of trees and miscellaneous trash and debris present on the Site in those areas with PCB levels greater than 10 ppm.

Excavation and consolidation of all on and offsite contaminated soils with PCB concentrations greater than 10 ppm would have to be performed. Excavation of the soils and any other contaminated materials would be accomplished using conventional heavy construction equipment. Excavated materials would be staged for processing near the incinerator in stockpiles. These stockpiles would be established, with appropriate runoff and wind dispersion protective devices, for both contaminated feed materials (contaminated soils) and the process residuals. The residuals would be used to backfill the onsite excavated areas. Clean soils would probably be required to complete Site restoration and final grading.

Permitting for the onsite incinerator will not be required, as this remedial action will be performed onsite. However, a trial burn will be required, as will frequent monitoring and analytical tests, to establish that the incinerator complies with all substantive requirements applicable to a TSCA incinerator.

After constructing the concrete pad in the processing area, the incinerator will be mobilized to the Site. The incinerator will be brought to the Site using highway or railroad conveyances. Upon arrival at the Site, the incinerator will be setup in its working configuration.

A trial burn will be performed after incineration set-up is complete. The primary reason for a trial burn is to provide data, both operational and analytical, that verifies that the incinerator complies with all substantive requirements of a permitted TSCA incinerator. In addition, the data generated will be used to identify the residence time needed to meet PCB destruction requirements and to monitor the emissions from the incinerator.

After the data generated by the trial burn has been reviewed and evaluated by State and Federal authorities, approval to begin "production-type" operations will be given, if all substantive requirements of a permitted unit have been met. Operations will consist of sizing of the stock-piled contaminated materials in preparation for incineration. These sized materials will be fed into the incinerator using equipment similar to a pug-mill. Feed rates will be monitored continuously. Emissions from the incinerator, both ash and gases, will be monitored frequently (not less than daily) to document that destruction efficiencies and

air emissions standards are complied with. In addition, the ash residuals will be tested to identify its leaching characteristics and to identify the compounds within the ash. The leaching characteristics will be identified using the Toxicity Characteristic Leaching Procedure (TCLP).

After the PCB-contaminated soils and other materials have been destroyed by incineration, the incinerator and other appurtenant equipment will be demobilized and removed from the Site. The concrete pad will be tested to ascertain whether it was contaminated during incineration operations. If it is not contaminated, the concrete pad will be removed and disposed of in a sanitary landfill. If the concrete pad is found to be contaminated, disposal in a licensed chemical waste landfill will be necessary.

As the residual ash from incineration operations is produced and tested, it will be used to backfill the excavated areas on the Missouri Electric Works, Inc., property. The residual ash will be spread and compacted using conventional heavy construction equipment. Soil, that has been verified as being uncontaminated with analytical tests, will be used to backfill other portions of the Site. The entire Site will be restored to its original grade using this verified "clean" material. The soil will be spread and compacted using conventional means.

The final grading of the Site will be such that the natural drainage of the Site is controlled or managed. This will be done to ensure that erosional features, similar to those presently existent at the Site, do not reform.

A 6- to 12-inch layer of topsoil will be spread over the entire Site. This topsoil will be seeded or sod will be placed to revegetate the Site.

Institutional controls, such as deed restrictions and/or zoning restrictions will be imposed to limit use of the Site to industrial or commercial purposes.

10.2 Ground Water

The selected ground water remedy will provide overall protection of human health and the environment by reducing and controlling all potential risks posed by ingestion of the ground water. The selected remedy will comply with all applicable or relevant and appropriate requirements (ARARs). The selected remedy will use a proven technology that is readily available from several vendors at a costs that is proportional to its overall effectiveness.

This remedial technology involves collection of ground water utilizing an extraction well network, temporary storage, followed by removal of volatile organics utilizing an air-stripper with gas phase carbon adsorption from the air stream. Polishing of

the liquid stream utilizing liquid phase carbon adsorption can also be included, as necessary. Volatile contaminants are transferred from the ground water to the air, via continuous contact in the tower. The ground water stream is introduced at the top of the tower while air is blown into the base of the tower and flows upward, contacting with the water.

Air-stripping is an efficient means of removing volatiles for compounds with Henry's Law Constants greater than 0.001 (applies to all the VOCs at the MEW Site). The air-stripper off-gas is treated by vapor phase carbon adsorption to prevent release of the stripped contaminants to the atmosphere.

Prior to the installation of the ground water remediation system, additional investigation of the hydrogeologic regime in the vicinity of the MEW Site will be performed. The purpose of this investigation will be to identify the vertical extent of contamination; confirm the presence or absence of a continuous aquiclude within the upper 200-300 feet of the bedrock; perform pump tests to determine the flow rates and hydraulic conductivity of the aquifer; confirm the flow direction of the aquifer; and identify other data that will be necessary for the design of the ground water remediation system.

Elements required for implementation of the ground water remedy include the following:

The aquifer will be tested, either by pump or slug tests, to identify flow rates and hydraulic conductivity of the aquifer. This information will be needed to design the extraction well network to optimize its removal efficiency. In addition, the water extracted during the pump tests will be sampled and analyzed to better identify the contaminants and associated concentrations present in the ground water. Design parameters affected by the results of this testing include: the size of the wells, pumps and storage tanks; the length of pumping time; the size of the air stripping tower; and the amount of activated carbon needed to filter the vapor phase.

Ground water from the Site will be used in a bench-scale air-stripper test to evaluate the effectiveness of the system on the Site contaminants. The information gathered from these tests will be used to adjust design parameters to achieve optimum contaminant reduction and removal.

After the data from these tests are available, a conceptual design of the extraction well network will be produced. This conceptual design will be studied and reviewed to identify if a more efficient or cost-effective option exists. When this peer review is complete, the extraction well system will be designed. This design will include well locations, pump sizes, pumping frequency, location and sizes of connecting

piping, the size and location of the storage tank and the location of the air-stripper.

The data gathered during the aquifer tests and the treatability study will be used to develop the specifications for the air-stripper to be used at the Site. These specifications will be used to identify the vendor with the most appropriate unit for the Site. An air-stripper, modified as necessary to meet Site criterion, will then be purchased. The purchased air-stripper system will be assembled onsite. The air-stripper will have piping for discharge of the processed water to the local POTW or to the wetland area via a surface water discharge.

The extraction wells will be strategically located to intercept the contaminated ground water. The storage tank will be installed with piping connected to the air-stripper.

After the extraction wells and appurtenant piping and utilities and the air-stripper system are installed the entire system will be connected. Pressure testing or visual inspection of all connections will be performed as appropriate. The system then will be started-up and cleanup of the ground water initiated.

Discharges from the air-stripper system will be monitored frequently, both the vapor and liquid phase. The analytical data from monitoring will be evaluated to ensure that the discharges are in compliance with the regulations for surface water and air emissions. Adjustments to the system will be made to ensure that all appropriate regulations are complied with. Those portions of the system with a finite operational life, i.e., activated carbon filters, water filter, water pumps, etc., will be replaced as necessary to keep the system operational.

Samples of the ground water will be obtained and analyzed to evaluate the performance of the air-stripper system. The extraction and air-stripping of the ground water will continue until risk criteria or regulatory limits are met. After regulatory limits are met and maintained for a period no less than one year, the system will be shut-down. After shut-down the ground water will be monitored on a quarterly basis for a period of at least two years. If during this time, the contaminant concentrations do not increase above regulatory limits, the air-stripping system will be decommissioned and the extraction wells abandoned in compliance with the requirements set forth by the State of Missouri.

Pursuant to CERCLA §121, any remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the Site shall be reviewed no less often than five years after the initiation of such remedial action to ensure that human

health and the environment are being protected by the remedial action being implemented.

Because the remedial actions for the Site will result in hazardous substances remaining in the onsite ground water and will require that institutional controls be placed on the Site the overall Site conditions will be reviewed at least once every five years after the initiation of the remedial action at the Site. This review will be consistent with the CERCLA standards applicable for five-year site reviews in effect at the time of the review. The extent and nature of this review program will be developed during the design phase of the selected remedy, but will include at a minimum, those data collected during the monitoring programs identified above for the ground water and the onsite incinerator.

11.0 STATUTORY DETERMINATIONS

The remedial actions selected for implementation at the Missouri Electric Works Site are consistent with CERCLA and, to the extent practicable, the NCP. The selected remedies are protective of human health and the environment, attain ARARs, and are cost-effective. The selected remedies also satisfy the statutory preference for treatment which permanently and significantly reduce the toxicity, mobility, or volume of hazardous substances as a principle element.

The selected remedies for the Site will address the release or threat of release posed by the contaminated soils, sediments and ground water. The remedies selected are thereby protective.

The soil and sediment cleanup levels to be attained through excavation and onsite incineration will reduce the risks associated with these contaminated materials to a level protective of human health and the environment. These cleanup levels address the risks from direct contact, inhalation and ingestion of the contaminated soils or sediments or the vapors originating from the contaminated soils and sediments.

The extraction and onsite treatment of the ground water will comply with the cleanup levels established for the Site. These cleanup levels are the Federal MCLs and the Missouri ground water criteria.

The selected remedies will meet or attain all applicable or relevant and appropriate Federal and State requirements that apply to the Site. Federal and State laws which are applicable or relevant and appropriate are identified in Appendix A.

12.0 DOCUMENTATION OF SIGNIFICANT CHANGES

There were no significant changes made to the Proposed Plan in this Record of Decision.

APPENDIX A

SUMMARY OF APPLICABLE OR RELEVANT AND APPROPRIATE REQUIREMENTS (ARARs) AND "TO BE CONSIDERED" (TBC) CRITERIA

TABLE A-1
FEDERAL CHEMICAL-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE RELEVANT AND APPROPRIATE	COMMENT
National Primary Drinking Water Standards	40 CFR Part 141	Establishes health-based standards for public water systems (maximum contaminant) levels).	Yes	The MCLs for organic and inorganic contaminants are relevant and appropriate for ground water.
National Secondary Drinking Water Standards	40 CFR Part 143	Establishes welfare-based standards for public water (secondary maximum contaminant levels).	Yes	Secondary MCLs for these parameters/contaminants may be relevant and appropriate for ground water.
Maximum Contaminant Level Goals	40 CFR Part 141	Establishes drinking water quality goals set at levels of no known or anticipated adverse health effects with an adequate margin of safety.	Yes	Proposed MCLGs for organic contaminants should be treated as "other criteria, advisories and guidance".
Water Quality Criteria	40 CFR Part 131 Quality Criteria for Water, 1986	Sets criteria for water quality based on toxicity to aquatic organisms and human health.	Yes	AWQCs may be relevant and appropriate for surface water discharges.
Releases from Solid Waste Management Units	40 CFR Part 264 Subpart F	Establishes maximum contaminant concentrations that can be released from hazardous waste units in Part 264, Subpart F.	Yes	Onsite hazardous waste management unit may be considered. Same levels as MCLs.
National Ambient Air Quality Standards	40 CFR Part 50	Establishes primary (health based) and secondary (welfare based) standards for air quality.	Yes	Standards for particulate matter must be monitored during some remedial activities.
National Emission Standards for Hazardous Air Pollutants	40 CFR Part 61	Establishes emission levels for certain hazardous air pollutants.	Yes	Standards for some chemicals may relevant and appropriate to the Site.

TABLE A-1 (continued)
FEDERAL CHEMICAL-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE RELEVANT AND APPROPRIATE	COMMENT
Occupational Health and Safety Regulations	29 CFR 1910.1000 Subpart Z	Establishes permissible exposure limits for work-place exposure to many chemicals.	Yes	Listed chemicals detected on-site. Standards applicable to remedial worker exposure.
Toxic Substances Control Act (TSCA)	40 CFR Part 761	Establishes prohibitions of of and requirements for the manufacture, processing, distribution in commerce, use disposal, storage and marking of PCB items. Sets forth PCB Spill Cleanup Policy.	Yes	The PCB Spill Cleanup Policy (Part 761.25) is a TBC which establishes cleanup guidelines for nonregulated access areas. Part 761.60 requirements for the storage and disposal of PCB-contaminated soil and provides a basis for utilizing alternative technologies for PCB treatment. Part 761.70 establishes requirements for PCB incinerators, which are applicable if onsite or offsite incineration is involved. Part 761.75 establishes requirements for chemical waste landfills for land disposal of PCBs at concentrations of less than 500 ppm.

TABLE A-2
STATE CHEMICAL-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE RELEVANT AND APPROPRIATE	COMMENT
Missouri Safe Drinking Water Act and Missouri Water Quality Standards	10 CSR 20-7.031	Maximum chemical contaminant levels and monitoring requirements	Yes	The requirements may be relevant and appropriate for the MEW Site.
Missouri Hazardous Waste Management Regulations	10 CSR 25-10.010	Procedures for obtaining state approval for remedial actions at abandoned or uncontrolled sites.	Yes	The requirements may applicable for the MEW Site.
Missouri Hazardous Waste Management Regulations	10 CSR 25-11.010	Procedures and requirements for managing waste oil, which are in addition to Federal requirements on used oil.	Yes	These procedures may be applicable for the MEW site if removal of non PCB-contaminated oil is involved as a remedial action.
Missouri Hazardous Waste Management Regulations	10 CSR 25-13.010	Standards for management of waste materials or waste manufactured items containing PCBs at concentrations of fifty parts per million or more.	Yes	These standards may be applicable or relevant and appropriate requirements for the MEW Site.
Missouri Hazardous Waste Management Regulations	10 CSR 25-6.263	Standards for Transporters of Hazardous Waste	Yes	These requirements may be applicable for the MEW Site if removal offsite of hazardous waste non-PCB contaminated oils or PCB materials.

TABLE A-3
FEDERAL LOCATION-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE RELEVANT AND APPROPRIATE	COMMENT
Protection of Wetlands	Exec. Order No. 11,990 40 CFR 6.302(a) and Appendix A	Requires Federal agencies to avoid, to the extent possible, the adverse impacts associated with the destruction or loss of wetlands and to avoid support of new construction in wetlands if a practical alternative exists.	Yes	The U.S. Army Corps of Engineers has identified a jurisdictional wetland near the MEW Site.

TABLE A-4
STATE LOCATION-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE RELEVANT AND APPROPRIATE	COMMENT
Protection of Lakes and Streams	Missouri Water Quality Standards 10 CSR 20-7.031	Promulgates rules to protect quality of lakes and streams. Beneficial uses of Cape La Croix Creek listed as livestock and wildlife watering and warm water fishing.	Yes	Chemical specific ARARs are listed in Table A-2.

TABLE A-5
FEDERAL ACTION-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE RELEVANT AND APPROPRIATE	COMMENT
CLEAN WATER ACT	33 USC 1251-1376			
National Pollutant Discharge Elimination System (NPDES)	40 CFR Part 125	Requires permits for the discharge of pollutants for any point source into waters of the United States.	Yes	Permit not required for CERCLA activities; however, technical requirements for discharge must be met if onsite water treatment occurs and is discharged to surface water.
National Pretreatment Standards	40 CFR Part 403	Sets standards to control pollutants which pass through or interfere with treatment processes in public treatment works or which may contaminate sewage sludge.	Yes	Only if the treated ground water is discharged to a publicly owned treatment works.
SOLID WASTE DISPOSAL ACT ("SWDA")	42 USC 6901-6987			
Criteria for Classification of Solid Waste Disposal Facilities and Practices	40CFR Part 257	Establishes criteria for use in determining which solid waste disposal facilities and practices pose a reasonable probability of adverse effects on public health or the environment and thereby constitute prohibited open dumps.	Yes	The soil selected remedy will involve onsite disposal of incinerator ash.
Standards Applicable to Generators of Hazardous Waste	40 CFR Part 262	Establishes standards for generators of hazardous waste.	No	The selected remedies do not involve offsite transportation of either soil or ground water for treatment or disposal.

* Applicability of RCRA regulations to wastes found on the site is will be determined after receipt of TCLP data.

TABLE A-5 (continued)
FEDERAL ACTION-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE / RELEVANT AND APPROPRIATE	COMMENT
Standards Applicable to Transporters of Hazardous Waste	40 CFR Part 263	Establishes standards which apply to transporters of hazardous waste with the US if the transportation requires a manifest under 40 CFR Part 262.	No	The selected remedies do not involve offsite transportation of hazardous wastes for treatment and/or disposal.
Contingency Plan and Emergency Procedures	Subpart D	"	Yes	If onsite ground water treatment system produces hazardous waste.
Manifest System, Record-	Subpart E	"	Yes	If the selected remedies involve the offsite transport of hazardous waste.
Use and Management of Containers	Subpart I	"	Yes	If the selected remedies involve storage of containers.
Tanks	Subpart J	"	Yes	If the selected remedies involve the use of tanks to treat or store hazardous materials.
Waste Piles	Subpart L	"	Yes	If the selected remedies would treat or store hazardous materials in piles.
Incinerators	Subpart O	"	Yes	The selected remedy for soils is onsite incineration. Also covered by CFR 761.70.
Land Disposal	40 CFR Part 268	Establishes restriction for burial of wastes and other hazardous materials.	Yes	If the selected remedies would offsite burial of contaminated soils or residues containing prohibited wastes, a CERCLA waiver may be required.

TABLE A-5 (continued)
FEDERAL ACTION-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	APPLICABLE DESCRIPTION	RELEVANT AND APPROPRIATE	COMMENT
OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)	29 USC 651-678 29 CFR Par 1910	Regulates worker health and safety at hazardous waste sites.	Yes	Under 40 CFR 300.38, requirements of the Act apply to all response activities under the NCP.
HAZARDOUS MATERIALS TRANSPORTATION ACT	49 USC 1801-1813			
Hazardous Materials Transportation Regulations	49 CFR Parts 171-178	Regulates transportation of hazardous materials.	Yes	If selected remedy would involve transportation of hazardous materials.
TOXIC SUBSTANCES CONTROL ACT	13 USC Sec. 2601-2629			
PCB Requirements	40 CFR Part 761	Establishes storage and disposal requirements for PCBs.	Yes	Treatment and disposal methodologies must meet substantive requirements set forth by 40 CFR 761.
PCB Spill Cleanup Policy	40 CFR 761	Establishes cleanup procedures for PCB spills.	Yes	Specifies soil cleanup levels and excavation requirements.

TABLE A-6
STATE ACTION-SPECIFIC ARARs
MISSOURI ELECTRIC WORKS SITE

STANDARD, REQUIREMENTS, CRITERIA, OR LIMITATION	CITATION	DESCRIPTION	APPLICABLE	RELEVANT AND APPROPRIATE	COMMENT
Missouri Hazardous Waste Management Regulations	10 CSR 25-10.010	Procedures for obtaining State approval for remedial actions at abandoned or uncontrolled sites.		Yes	The requirements may be applicable for the MEW Site.
Missouri Hazardous Waste Management Regulations	10 CSR 25-11.010	Procedures and requirements for managing waste oil, which are in addition to Federal requirements on used oil.		Yes	The procedure may be applicable for the MEW Site if removal of non PCB-contaminated oil is involved.
Missouri Hazardous Waste Management Regulations	10 CSR 25-13.010	Standards for management of waste materials or waste manufactured items containing PCBs at concentrations of fifty parts per million or more.		Yes	These standards may be applicable/ relevant and appropriate requirements for the MEW Site.
Missouri Hazardous Waste Management Regulations	10 CSR 25-6.263	Standards for Transporters of Hazardous Waste.		Yes	These requirements may be applicable for the MEW Site if removal offsite of hazardous waste, non-PCB contaminated oil or PCB materials.

RECORD OF DECISION

REMEDIAL ALTERNATIVE SELECTION

THE RESPONSIVENESS SUMMARY

MISSOURI ELECTRIC WORKS SITE

CAPE GIRARDEAU, MISSOURI

Prepared By:

U.S. Environmental Protection Agency

Region VII

Kansas City, Kansas

September 1990

MISSOURI ELECTRIC WORKS SITE

RECORD OF DECISION

RESPONSIVENESS SUMMARY

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Missouri Electric Works Site
Cape Girardeau, Missouri
Responsiveness Summary

1.0 OVERVIEW

In the Proposed Plan released to the public, the Environmental Protection Agency (EPA), with Missouri Department of Natural Resource (MDNR) concurrence, made a preliminary selection for the preferred alternative for remedial action at the Missouri Electric Works site. EPA's recommended alternatives addressed the PCB-contaminated soils and sediments and the contaminated ground water at the Site. The preferred alternative involved excavation and onsite incineration of the PCB-contaminated soils and sediments and extraction and treatment, using an air-stripper, of the contaminated ground water.

Judging from the comments received during the public comment period, the residents of Cape Girardeau generally accepted the preferred alternative as presented. With the exception of one comment, opposition to the preferred alternative for the soils and sediments was not indicated.

2.0 BACKGROUND ON COMMUNITY INVOLVEMENT

EPA and the Missouri Department of Health held meetings with adjacent property owners and other interested citizens in Cape Girardeau, Missouri on July 11 and 12, 1989. The purpose of these meetings was to discuss the Site conditions and the health risks that the Site represented to the general public. EPA staff participated in two local Cape Girardeau, Missouri radio talk shows during July 1989; interested citizens were able to "call-in" and ask questions of the EPA staff concerning the Missouri Electric Works Site and the related activities.

The Administrative Record was placed in the Cape Girardeau Public Library on August 11, 1989. The documents contained in the administrative record identified the need for a Remedial Investigation/Feasibility Study (RI/FS). A public meeting was held in Cape Girardeau on September 19, 1989 to inform the public of the details of the ongoing remedial investigation and to identify possibly remedial alternatives that would be considered during the feasibility study. A second public meeting was held

on June 11, 1990 to inform the public of the remedial investigation findings and to again identify the remedial alternatives that would be considered during the feasibility study. Fact sheets, identifying significant Site activities, were issued to everyone on EPA's mailing list for the Site in June, August, and November 1989 and March, May and July 1990.

The RI/FS and Proposed Plan for the Missouri Electric Works Site were released to the public during August 1990. These three documents were made available to the public in the administrative record and its addendum located in the EPA Record Center, Region VII and at the Cape Girardeau, Missouri Public Library. The notice of availability for these three documents was published in the News Guardian and the Southeast Missourian on August 19, 1990. A public comment period was held from August 19 to September 17, 1990. In addition, a public hearing was held on August 30, 1990. At this meeting, representatives from EPA, the Missouri Department of Natural Resources, the Missouri Department of Health and the Agency for Toxic Substances and Disease Registry (ATSDR) were available to answer questions about problems at the Site and the remedial alternatives under consideration.

3.0 SUMMARY OF COMMENTS RECEIVED DURING THE PUBLIC COMMENT PERIOD

Comments raised during the public comment period on the draft Feasibility Study (FS) and Proposed Plan are summarized below. The Public comment period was held from August 19 to September 17, 1990.

3.1 Comments from Interested Citizens

Comment #1

Ruth Hathaway, Chairman of the Local Emergency Planning Committee, and Bruce Hathaway, Associate Professor of Chemistry at Southeast Missouri State University, wrote to express their support of EPA's preferred alternative of onsite incineration. They indicated that this alternative was an efficient and effective way to dispose of PCBs.

Response

As indicated in the proposed plan, it is EPA's opinion that onsite incineration is the alternative that meets threshold criteria and provides the best balance between the "primary balancing criteria" as identified in the NCP.

Comment #2

Mr. C. J. Morrill, who owns the property adjacent to the MEW property and operates a construction business from that property, asked several questions concerning specific details of the actual remedial action.

Response

The proposed plan indicates that it is estimated that the onsite incineration of PCB-contaminated soils will take about two years; the ground water extraction and treatment is anticipated to continue for approximately 15 years. It is not possible, at this time, to answer the questions regarding the specifics of actual remedial action items since the design has not been initiated nor the contractor selected. The answers will remain unknown until the design for the remedial action has been completed and with respect to ground water, until the cleanup levels are achieved. EPA will be overseeing and monitoring the remedial action efforts while they are performed.

Comment #3

Mr. Morrill also asked some questions regarding onsite incineration. Specifically, he wanted to have a detailed explanation of what incineration involves; how it would be completed; how the materials would be handled; how emissions would be handled; when would the "burning" take place; what would happen to the residues; what type of backfill material would be used; would the area be revegetated; and concerns about his employees' health and safety during remediation.

Response

There are five basic components to a rotary kiln incinerator (which is the most common type of incinerator and may be chosen for the remedial action). These components are: 1) the rotary kiln (primary combustion chamber); 2) secondary combustion chamber; 3) heat recovery boiler; 4) air pollution control train; and 5) effluent neutralization chamber. The soil is fed in to the rotary kiln that is mounted on an incline. Temperatures range from 1,200 to 1,800 degrees Fahrenheit and the residence time depends on the contaminants being treated. Typical feed rates for soils is 1,300 to 1,400 pounds per hour. The soil is removed at the lower end of the kiln and the vapors removed from the soil. The vapors are then processed through the secondary chamber at temperatures of 1500 to 3000 degrees Fahrenheit, to complete oxidation. As the exhaust gases exit the secondary chamber, they are directed through a pollution control train which may consist of a water quench, a packed scrubbing tower or

an injection scrubber system. Details of what is anticipated for the onsite incineration system at the MEW Site are presented on pages 47 through 51 of the Decision Summary and graphically on Figure 11.

Conceptually, there are no plans to stop the onsite incineration process once it begins. The soils will be excavated, processed, incinerated, tested and used as backfill on the MEW property.

Conceptual plans would be to stockpile excavated contaminated soils on the MEW property to await incineration. Only very short haul distances are anticipated.

As indicated above, emissions from the incinerator would be processed through a pollution control train to ensure that any releases to the atmosphere are minimized and are in compliance with the standards set by the Clean Air Act and the Toxic Substances Control Act. Frequent monitoring of the emissions will be performed. Analytical testing of the exhaust gases will be done frequently.

The actual hours during the day that the incinerator will be operating cannot be identified at this time. It is a question that can be better answered after remedial design is completed and the remedial action is underway.

The soil "ash" which remains after incineration will be tested using Toxicity Characteristic Leaching Procedure (TCLP) test methods. (A fact sheet on the final Toxicity Rule is attached). This testing procedure will identify if the ash is hazardous. It is anticipated that the ash will not be hazardous, and, thus, it will be used as a backfill material on the MEW property. A clean soil cap will be placed over the ash.

Specifics of Site restoration are not available and will not be available until after the remedial design are complete. It is anticipated that the excavated areas outside the MEW property will be backfilled using a verified non-contaminated soil from a relatively local borrow source. After backfilling operations are complete, the area will be revegetated.

Compliance with the ARARs will minimize any risk during the remedial action, as discussed in the Record of Decision. Risks to Morrill Construction employees, on Morrill property, is not anticipated to be significantly different during the remedial action than they are now. Morrill employees should stay away from the excavation and backfill operations on Morrill property until they are complete. Morrill employees should also stay away from the incinerator and associated operations. After the remedial action, the threat to human health and the environment posed

by the PCB-contamination will be eliminated.

Comment #4

Mr. Brian Gardner, legal representative of Hall Street Associates which owns property adjacent to MEW property, expressed concerns regarding the specific areas which would be cleaned during the remedial action. His client was concerned since EPA had notified it during 1987 that PCBs at concentrations of 88 ppm had been detected on the Hall Street Association property. Mr. Gardner was also concerned since his client had not received analytical data from samples obtained during the remedial investigation.

Response

The 10 ppm isoconcentration line indicated in the Proposed Plan is only an estimate of the extent of remedial action for the soils. All surface soils contaminated with PCBs at concentrations exceeding 10 ppm will be excavated as part of the soil remedial action.

Analytical results from samples, if any, collected from the Hall Street Association property will be forwarded to Mr. Gardner, by EPA.

3.2 <u>Comments from Potentially Responsible Parties</u>

Comment #1

Dr. T. R. West, representing 12 Rural Electric Cooperatives from the States of Illinois, Indiana, Ohio, and Tennessee, made the following comments on EPA's Proposed Plan:

A. Dr. West contends that the onsite incineration of the PCB-contaminated soils will eliminate the source of contamination in the ravine area. Natural attenuation by the clay soil and chemical dispersion of the organic contaminants with time and distance will reduce contaminant concentrations in the ground water to the proposed action levels.

B. Dr. West states that the volatile organics contaminating the ground water are industrial cleaning solvents and not constituents from transformer oil or oil from other electrical equipment.

C. The group of twelve rural electric cooperatives assert that the transformers sent to MEW by them were sent before the TSCA regulations became effective in 1979. Therefore, they have no obligation to cleanup the Site.

D. Dr. West states that based on the information gathered during the remedial investigation, the water bearing zone tested does not qualify as an aquifer. It is not possible, according to this commentor, for a sustaining well to be developed in this zone. Therefore, there is no public health or environmental threat to ground water, and no need to collect and treat ground water from this water-bearing zone.

Response

A. EPA concurs with the fact that onsite incineration will eliminate the PCB contamination and any volatile organic contamination that is present in the soils to be incinerated. However, the depth to the ground water at the Site is almost 40 feet. It is not anticipated that soils will be excavated and incinerated to these depths. Furthermore, volatile organic contamination was found in the soils adjacent to the MEW structure and in the ground water northwest of the ravine area. This indicates that there may be multiple sources of volatile organics which are contaminating the ground water. Onsite incineration of the PCBs will not necessarily remove the volatile organic compound sources of ground water contamination. Monitoring of the ground water will not actively reduce the threats posed by the contaminants present.

B. The question of liability for the contamination at the Site is not pertinent to the remedy selection and this Record of Decision. Accordingly, this comment will not be addressed at this time.

C. See Response to #1 - B above.

D. MDNR has identified the ground water monitored at the MEW Site as an aquifer. The information in the possession of MDNR indicates that there is not a continuous aquiclude in the bedrock, in the area of the MEW Site, for a depth of approximately 1,000 feet. Contamination in ground water migrates both vertically and horizontally, which could impact existing or future drinking water wells. There is no information in the record or in Dr. West's letter that refutes the MDNR data. Construction of deep exploratory borings with subsequent installation of monitoring wells to be conducted in the hydrogeological investigation during the remedial design will provide information about the presence or absence of an aquiclude in the bedrock in the vicinity of the MEW Site as well as provide data regarding the vertical extent of ground water contamination. Therefore, EPA disagrees with the statement "Therefore, there is no public health or environmental threat to groundwater, and no need to collect and treat ground water from this water-bearing zone."

Comment #2

Stuart Hunt, legal counsel for Missouri Electric Works, Inc., submitted the following comments regarding EPA's proposed plan:

A. Mr. Hunt indicated that the most glaring deficiency of the Proposed Plan was that it recommends a remedy for the PCB-contaminated soils that is not cost-effective when other treatments are available that are equally protective of human health and the environment.

B. Mr. Hunt indicated that the Proposed Plan did not address the air pollution that would be emitted from the incinerator and its possible adverse effects to human health and the environment and interfere with the ongoing businesses in the area of the MEW Site.

C. Mr. Hunt further states that according to EPA guidance concentrations of PCBs at industrial sites below 500 parts per million represent "low threat" and could be addressed with containment and site security. MEW believes that institutional controls, fencing, asphalt capping and deed restrictions would adequately protect human health and the environment at a far lower cost.

Response

A. For the reasons set forth in the Record of Decision, the best balance between the primary balancing criteria identified in the NCP, including cost-effectiveness, is provided by onsite incineration. The stabilization/fixation alternative provided some reduction in the mobility of the PCB-contamination, it did not reduce the toxicity and actually increases the volume of PCB-contaminated materials. Its long-term effectiveness is less certain as a result of erosion, possible seismic events and weather variations that may threaten the integrity of the monolith. The costs presented for solvent extraction do not include the construction of a water treatment unit, which could amount to over $1 million.

   Again, onsite incineration provided the best balance of trade-offs, particularly with respect to long-term effectiveness and the permanent reduction of toxicity, mobility and volume.

B. Air pollution from the onsite incinerator is addressed in the Record of Decision. A pollution control train will be part of the onsite incinerator. The emissions from the incinerator will be monitored frequently to ensure proper operation. It is unlikely that improper operation of the

incinerator would occur with the amount of oversight and monitoring that will be performed. Attempts will be made to minimize the amount of interference with the business activities of ongoing businesses, to the extent practicable. The primary purpose of the remedial action is to cleanup the Site and to remove the threat to human health and the environment. In accomplishing this directive, some short-term interference may occur.

C. The arithmetic mean of the sampling performed at the MEW Site during the Remedial Investigation is over 500 parts per million. As such the contamination at the MEW Site does not represent "low threat" concentrations. Construction of fences, warning signs and an asphalt cap over the contaminated area would not be protective of human health or the environment nor would it met applicable or relevant and appropriate regulations (ARARs) which is the threshold criteria that must be met according to the NCP. This remedial alternative was eliminated from further consideration during the comparative analysis in the Proposed Plan because it did not meet threshold criteria.

Comment #3

Mr. Thomas Siedhoff, as representative of the MEW's PRP Steering Committee, submitted several comments on the Proposed Plan. These comments are summarized below:

A. The Steering Committee believes that stabilization of PCB-contaminated soils satisfies the statutory requirements of CERCLA §121 and meets the selection criteria of the NCP.

B. The Steering Committee states that the arithmetic mean concentration of the PCB-contamination within the 10 ppm isoconcentration line is roughly 522 ppm; the geometric mean is about 20 ppm within this area. The blended soils will have an average concentration of less than 50 ppm which would "logically be considered to be below the threshold of TSCA incineration limits."

C. The Steering Committee believes that incineration is a very expensive option and feel that stabilization/fixation of the soils and the long-term management controls for onsite disposal should be minimal and should not be viewed as a significant disadvantage.

D. The Steering Committee states that the ground water is contaminated with chlorinated solvents. None of the PRPs sent chlorinated solvents to MEW and therefore should not be responsible for the ground water contamination. They feel

that the remedial action can and should be divided into two operable units; one for soil and one for ground water contamination. They indicate that EPA should select an appropriate ground water remedy.

E. The Steering Committee state that the MDNR Leaking Underground Storage Tank Guidelines define an aquifer as a ground water unit having a flow of 5 gallons per minute (gpm) or more as a "usable" aquifer. The hydraulic data generated during the RI indicates that the monitoring wells provided water volumes substantially less than 5 gpm (about 1 gpm). It questions whether the ground water contamination poses any future risks to human health or the environment.

F. While the Steering Committee admits that data gaps exist regarding the vertical extent of the ground water contamination and the hydraulic parameters below a depth of 60 feet, it believes that remediation of the soil contamination will likely mitigate the source of the ground water contamination. The existing ground water contamination should be allowed to attenuate naturally after the soils have been remediated or the ground water remedy should be selected after the results of a supplemental hydrogeologic assessment of the Site and surrounding area have been made.

G. The Steering Committee believes that it would be prudent for EPA to defer the final selection of a ground water alternative until a more complete evaluation of the ground water regime has been performed and a more thorough assessment of the actual current and potential future risks posed by ground water are evaluated.

Response

A. For the reasons set forth in the Record of Decision, the best balance between the primary balancing criteria identified in the NCP, including cost-effectiveness, is provided by onsite incineration. The stabilization/fixation alternative provided some reduction in the mobility of the PCB-contamination, it did not reduce the toxicity and actually increases the volume of PCB-contaminated materials. Its long-term effectiveness is less certain as a result of erosion, possible seismic events and weather variations that may threaten the integrity of the monolith. The costs presented for solvent extraction do not include the construction of a water treatment unit, which could amount to over $1 million. Again, onsite incineration provided the best balance of trade-offs, particularly with respect to long-term effectiveness and the permanent reduction of toxicity, mobility and volume.

B. EPA expressed its concerns regarding the apparently low value of the arithmetic and geometric means for PCB-contamination concentration levels in its comment letter on the Remedial Investigation report. The calculated arithmetic and geometric mean identified in this comment represent only discrete sampling points, most of which were obtained during RI sampling. The analytical data from EPA composite samples were not included. It is EPA's opinion that the arithmetic and geometric means presented by the Steering Committee underestimate the concentrations of PCBs contaminating the soils, particularly on the MEW property. The PCB concentrations in the soils, in EPA's our evaluation of the data, justify selection of the onsite incineration remedy.

The arithmetic mean of the sampling performed at the MEW Site during the Remedial Investigation is over 500 parts per million. As such the contamination at the MEW Site does not represent "low threat" concentrations.

C. The stabilization/fixation alternative relies on encapsulation of the contamination in a stabilized monolith. The relative low leachability of the encapsulated materials relies on the significantly reduced surface area available to the leaching process. As mentioned in the Proposed Plan, shrinkage cracks or fractures in the monolith as a result of seismic activity as well as weathering forces will increase the surface area susceptible to leaching. Over time these weathering forces could significantly reduce the integrity of the stabilized mass, thereby making it less effective as a containment or encapsulating medium. As explained in the Record of Decision, EPA considers onsite incineration of the PCB-contaminated soils to be cost-effective.

D. The question of liability for the contamination at the Site is not pertinent to the remedy selection and this Record of Decision. Accordingly, this comment will not be addressed at this time.

Based on the data gathered during the various investigations at the Site and the information in the possession of MDNR regarding the hydrogeologic regime in the vicinity of the Site, it was the opinion of EPA that both remedies can and therefore should be selected at this time. However, provision has been made for additional investigation and monitoring of ground water at the Site during the remedial design process.

E. According to the State of Missouri, Geologic Survey, there is no confining layer, such as a continuous shale bed, in the vicinity of the MEW Site for a depth of 1,000 feet. This means that there is no barrier between the contamination

detected in the upper 30+ feet of bedrock and the ground water being used in the lower portions of the aquifer. Therefore, EPA and MDNR believes that the contamination present in the upper portion of the aquifer does represent a risk to human health and the environment.

F. EPA agrees that additional information about the hydrogeologic regime in the vicinity of the Site would be helpful to effectively design the remedy. A provision for additional investigation into the ground water conditions, i.e, horizontal and vertical extent of contamination, direction of ground water flow, depth to a confining layer, etc. has been included in the Record of Decision, in the selected ground water remedy. These studies would be performed prior to the initiation of ground water treatment.

EPA concurs with the fact that onsite incineration will eliminate the PCB contamination and any volatile organic contamination that is present in the soils to be incinerated. However, the depth to the ground water at the Site is almost 40 feet. The volatile organic compounds detected in the ground water are classified as "sinkers"; which means that these chemical compounds are heavier than water and tend to sink to a confining layer and flow along it with dispersion into the water as they sink. The data at the Site indicates that there may be multiple sources of ground water contamination. The onsite incineration of the contaminated soils may not remove all source areas and therefore should not be considered a "fix" for the ground water contamination.

G. EPA does not agree that the decision regarding the ground water remedy selection should be deferred. Enough information exists from which to select a ground water remedy. However, EPA will consider additional data gathered in the hydrogeological investigation during the remedial design process.

United States
Environmental Protection
Agency

Office of Solid Waste
and Emergency Response
Washington DC 20460

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Office of Solid Waste

EPA

Environmental Fact Sheet

TOXICITY CHARACTERISTIC RULE FINALIZED

The final Toxicity Characteristic rule adds 25 organic chemicals to the eight metals and six pesticides on the existing list of constituents regulated under RCRA. The rule also establishes regulatory levels for the new organic chemicals listed, and replaces the Extraction Procedure leach test with the Toxicity Characteristic Leaching Procedure. Generators must comply with this regulation within six months of the date of notice in the Federal Register; *small quantity generators must comply within one year.*

BACKGROUND

On June 13, 1986, the Environmental Protection Agency (EPA) proposed to revise the existing toxicity characteristic, one of four characteristics used by the Agency to identify hazardous waste to be regulated under Subtitle C of the Resource Conservation and Recovery Act (RCRA). The proposed rule was designed to refine and broaden the scope of the RCRA hazardous waste regulatory program, and to fulfill specific statutory mandates under the Hazardous and Solid Waste Amendments of 1984.

Under current regulations, EPA uses two procedures to define wastes as hazardous: *listing* and *hazardous characteristics*. The listing procedure involves identifying industries or processes that produce wastes that pose hazards to human health and the environment. The second procedure involves identifying properties or "characteristics" that, if exhibited by any waste, indicate a potential hazard if the waste is not properly controlled. Toxicity is one of four characteristics that must be considered when identifying a waste as hazardous. The others are ignitability, reactivity, and corrosivity.

The proposed version of the new rule added 38 new substances to the Toxicity Characteristic list; 13 of these constituents are not included in the final version due to technical difficulties in establishing appropriate regulatory levels. EPA bases all regulatory levels for hazardous chemicals on health-based *concentration thresholds* and a *dilution/attenuation factor* specific to each chemical. A concentration threshold

indicates how much of the chemical adversely affects human health, while the dilution/attenuation factor indicates how easily the chemical could seep (or "leach") into ground water. The levels set in the Toxicity Characteristic (TC) rule were determined by multiplying the health-based number by a dilution/attenuation factor of 100.

The introduction of the TC rule in 1986 generated extensive public comment on a variety of issues. The TC involves a new "modeling" approach, a mathematical computer model, to simulate what happens to hazardous waste in a landfill. Results from the Toxicity Characteristic Leaching Procedure (TCLP), a new test that is part of the TC rule, are more reproducible than results from the old Extraction Procedure (EP) leach test, and the new test is easier to run.

Following the 1986 proposal, EPA published several supplemental notices in an effort to evaluate and incorporate public comments before finalizing the rule.

ACTION

EPA is finalizing the regulatory levels for 25 of the 38 constituents of concern that were identified in the proposed Toxicity Characteristic rule. Regulatory levels for the remaining 13 constituents will be proposed at a later date.

A waste may be a "TC waste" if any of the chemicals listed below are present in waste sample extract or leachate resulting from application of the TCLP to that waste. If chemicals are present at or above the specified regulatory levels, the waste *is* a "TC waste," and is subject to all RCRA hazardous waste requirements. Regulatory levels established under the EP toxicity characteristic remain the same, but require application of the new test.

Waste generators who have already notified the Agency that they generate other hazardous wastes and who have obtained an EPA identification number for their facility are not required by this rule to notify EPA that they now generate a "TC waste." Facilities that are permitted to treat, store, or dispose of hazardous waste, however, may require new or modified permits to handle "TC waste," and should contact their EPA Regional office for more information.

Implementation of the TC rule will initially be the responsibility of EPA's Regional offices. State hazardous waste programs must modify their regulations to reflect the requirements of the TC rule before they can be authorized for implementation.

The following constituents are now regulated under the Toxicity Characteristic rule. Waste generators must determine the levels present in their waste sample extract or leachate, based either on their knowledge of their processes or by application of the TCLP.

New Constituents/Regulatory levels

Benzene . . . 0.50 mg/l
Carbon tetrachloride . . . 0.50 mg/l
Chlordane . . . 0.03 mg/l
Chlorobenzene . . . 100.0 mg/l
Chloroform . . .6.0 mg/l
m-Cresol . . . 200.0 mg/l*
o-Cresol . . . 200.0 m g/l
p-Cresol . . . 200.0 mg/l
1,4-Dichlorobenzene . . . 7.5 mg/l
1,2-Dichloroethane . . . 0.50 mg/l
1,1-Dichloroethylene . . . 0.70 mg/l
2,4-Dinitrotoluene . . .o.13 mg/l**
Heptachlor (and
its hydroxide) . . . 0.008 mg/l
Hexachloro-1,3-butadiene . . . 0.5 mg/l
Hexachlorobenzene . . .0.13 mg/l**
Hexachloroethane . . . 3.0 mg/l
Methyl ethyl ketone . . . 200.0 mg/l
Nitrobenzene . . . 2.0 mg/l
Pentachlorophenal . . . 100.0 mg/l***
Pyridine . . . 5.0 mg/l**
Tetrachloroethylene . . . 0.7 mg/l
Trichloroethylene . . . 0.5 mg/l
2,4,5-Trichlorophenol . . . 400.0 mg/l
2,4,6-Trichlorophenol . . . 2.0 mg/l
Vinyl chloride . . . 0.20 mg/l

Old EP Constituents/Regulatory levels

Arsenic . . . 5.0 mg/l
Barium . . . 100.0 mg/l
Cadmium . . . 1.0 mg/l
Chromium . . . 5.0 mg/l
Lead . . . 5.0 mg/l
Mercury . . . 0.2 mg/l
Selenium . . . 1.0 mg/l
Silver . . . 5.0 mg/l
Endrin . . . 0.02 mg/l
Lindane . . . 0.4 mg/l
Methoxychlor . . . 10.0 mg/l
Toxaphene . . . 0.5 mg/l
2,4-Dichlorophenoxycetic acid . . 10.0 mg/l
2,4,5-Trichlorophenoxypropionic
acid . . . 1.0 mg/l

Many Underground Storage Tank (UST) sites are regulated under Subtitle I of RCRA. The Toxicity Characteristic rule will not apply to UST petroleum-contaminated media and debris regulated under Subtitle I until the Agency completes a number of studies of the impacts of the TC on these wastes. During the study period, UST sites will continue to be regulated under Subtitle I of RCRA.

Listed wastes, unlike characteristic wastes such as a "TC waste," can be removed from EPA's lists of hazardous wastes through a process called

* If o-,m-, and p-Cresol concentrations cannot be differentiated, the total cresol concentration is used. The regulatory level for total cresol is 200.0 mg/l.

** Quantitation limit is greater than the calculated regulatory level. The quantitation limit, therefore, becomes the regulatory level.

*** The Agency will propose a new regulatory level for this constituent, based on the latest toxicity information.

delisting. Delisting determinations are made on a case-by-case, site-specific basis. Although it is not discussed in the preamble to the TC rule, the guidance for submitting delisting petitions will be modified in the near future to reflect the replacement of the EP leach test with the Toxicity Characteristic Leaching Procedure. Notification of the effective date for this change will appear in a future *Federal Register* notice.

CONCLUSION

Based on consideration of 12 affected industries, EPA estimates that the Toxicity Characteristic rule will bring a significant volume of additional wastewaters, solid waste, and sludge under the control of its hazardous waste regulations. The rule will bring a large number of waste generators under Subtitle C regulation for the first time, and many treatment, storage, and disposal facilities will require new or modified permits to handle "TC waste."

The Agency strongly encourages industry to reduce the generation of all hazardous wastes through pollution prevention and waste minimization practices. For information and publications on pollution prevention options, contact the toll-free RCRA Hotline number listed below.

TC Impact on Used Oil Regulation

Used oil that is disposed of, rather than recycled or burned for energy recovery, is regulated as a hazardous waste under Subtitle C if it exhibits any of the four characteristics described above. The Toxicity Characteristic rule adds a number of substances to the toxicity list that may bring previously "nonhazardous" used oil under Subtitle C regulation.

Currently, hazardous used oil that is recycled by being burned for energy recovery is minimally regulated under RCRA (a variety of administrative requirements must be met). Used oil that is recycled in any other way is currently exempt from Subtitle C regulation. These regulations for recycled oil are not affected by the Toxicity Characteristic rule. The Agency is currently determining how best to regulate used oil, and is working to develop standards to ensure proper management of used oil that may pose a threat to human health or the environment.

CONTACT

EPA is distributing information materials to trade associations representing those industries potentially affected by the Toxicity Characteristic rule. These materials describe constituents of concern specific to each affected industry, and include compliance guidelines for newly regulated generators. To order copies of these materials, a copy of the *Federal Register* notice, or for further information, contact the RCRA Hotline Monday through Friday, 8:30 a.m. to 7:30 p.m. EST. The national toll-free number is (800) 424-9346; for the hearing impaired, the number is TDD (800) 553-7672. In Washington, D.C., the number is (202) 382-3000 or TDD (202) 475-9652.

APPENDIX B

SCOPE OF WORK FOR
REMEDIAL DESIGN AND REMEDIAL ACTION
MISSOURI ELECTRIC WORKS SITE
CAPE GIRARDEAU, MISSOURI

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1.0 INTRODUCTION

This document summarizes the Scope of Work (SOW) for implementation by the Settling Defendants of Remedial Design/Remedial Action (RD/RA) and the Groundwater Design Investigation at the Missouri Electric Works, Inc. (MEW) Site in Cape Girardeau, Missouri. The SOW is based on those portions of the Record of Decision (ROD) for the Site that relate to remediation of the contaminated soils and investigation of the groundwater at the Site. The Scope of Work for the Site will implement the ROD in accordance with the Consent Decree. This work is summarized in Section 2.0 of this document.

The work identified within the SOW during the Remedial Action and Remedial Design is generally summarized as follows:

1. Excavation and on-site thermal destruction of contaminated soils;

2. Groundwater design investigation; and

3. Provision for five-year reviews of site conditions consistent with CERCLA standards.

A more detailed description of the Remedial Action is presented in Section 3.0. The SOW for the Groundwater Design Investigation and the RD/RA for contaminated soils is summarized in Section 4.0.

2.0 DESCRIPTION OF THE SELECTED REMEDY

The remedy for soil contamination at the Site as selected by U.S. EPA and identified in the ROD addresses remediation of the polychlorinated biphenyl (PCB) contamination of the soils and sediments.

The major components of the remedy specified in the ROD for soils include:

- Excavate all soils and sediments with PCB concentrations greater than 10 parts per million (ppm) to a depth of 4 feet and soils below that depth with PCB concentrations greater than 100 ppm;
- Incinerate on-site the excavated PCB-contaminated soils and sediments;
- Monitor at least daily the emissions from the incinerator, both ash and gases; and
- Backfill the excavated areas with ash if analytical data indicates that the ash contains less than 2 ppm PCBs and passes the Toxic Characteristic Leaching Procedure (TCLP) test, and cover with clean soil.

3.0 DESCRIPTION OF THE REMEDIAL ACTION

The performance standards and specifications of the major components of the Remedial Action for the Site are summarized below.

3.1 SITE SECURITY

The Settling Defendants shall provide Site security during all aspects of the Remedial Action and Groundwater Design Investigation. At a minimum, the Settling Defendants will secure the area around the mobile incinerator, associated structures, soil and ash stockpiles, and heavy equipment parking with a fence. The fence shall be sufficient to restrict unauthorized access to the incinerator and soil and ash stockpiles and hazardous equipment or materials. Temporary plastic or fabric fences will not be acceptable. Security for the remainder of the Site during the Remedial Action excavation and backfill operations will be supplied by the Settling Defendants, in addition to fencing the incinerator area. These security measures shall minimize the potential for direct contact with the contaminated soils, trespass onto the Site and endangerment presented by excavation/backfill activities.

3.2 INSTITUTIONAL CONTROLS

Because the Settling Defendants do not own or control the MEW property, they do not have the authority to place institutional controls on the property. The Settling Defendants understand that restrictions will be placed on the property deed by the property owner or by regulatory agencies in order to limit use of the Site to industrial or commercial purposes.

3.3 EXCAVATION AND THERMAL DESTRUCTION OF CONTAMINATED SOILS

Contaminated soils will be excavated using conventional heavy equipment and incinerated in an on-site mobile incinerator. Permitting for the incinerator will not be required, since the Remedial Action will be performed entirely on-site. The sequential elements of implementation of this treatment system are presented in the following text.

The U.S. EPA has established 10 ppm PCBs to a depth of four feet and 100 ppm PCBs below four feet as the performance standards for removal and incineration of soil and sediments.

An Incineration Plan will be developed that addresses daily operation of the incineration system, routine maintenance and troubleshooting activities during normal operation of the system. Included in this plan will be a description of monitoring at the established compliance points including analytical parameters and methods, frequency of monitoring, and general monitoring procedures.

Site preparation activities will consist of clearing an area approximately one acre in size. Contaminated soils from this area will be stockpiled in the immediate vicinity. Soil samples will be obtained from the base of the cleared area and analyzed for PCBs to ensure that the 10 ppm level is not exceeded. A concrete pad will then be constructed on the cleared area for placement of the incinerator.

Other Site preparation activities will include the removal of trees, brush, and debris from those areas with PCB levels greater than 10 ppm. Those portions of vegetation which are cleared from above ground will be disposed of as non-hazardous solid waste. Precautions will be taken during site clearing activities to prevent cross-contamination of above ground vegetation as it is cleared.

The selected incinerator will then be mobilized to the Site, using appropriate highway or railroad conveyances. The incinerator system will be set up in its working configuration on the concrete pad.

A trial burn will be conducted once set-up of the incinerator is complete to ensure that the unit complies with the substantive requirements of a permitted TSCA incinerator (as outlined in 40 CFR 761.70). The trial burn also will provide operational and analytical data in order to (1) assure adequate temperature and residence time needed to meet PCB destruction requirements and (2) to monitor the gaseous emissions and sample process ash from the incinerator.

Data generated during the trial burn will be provided to the U.S. EPA for review and approval.

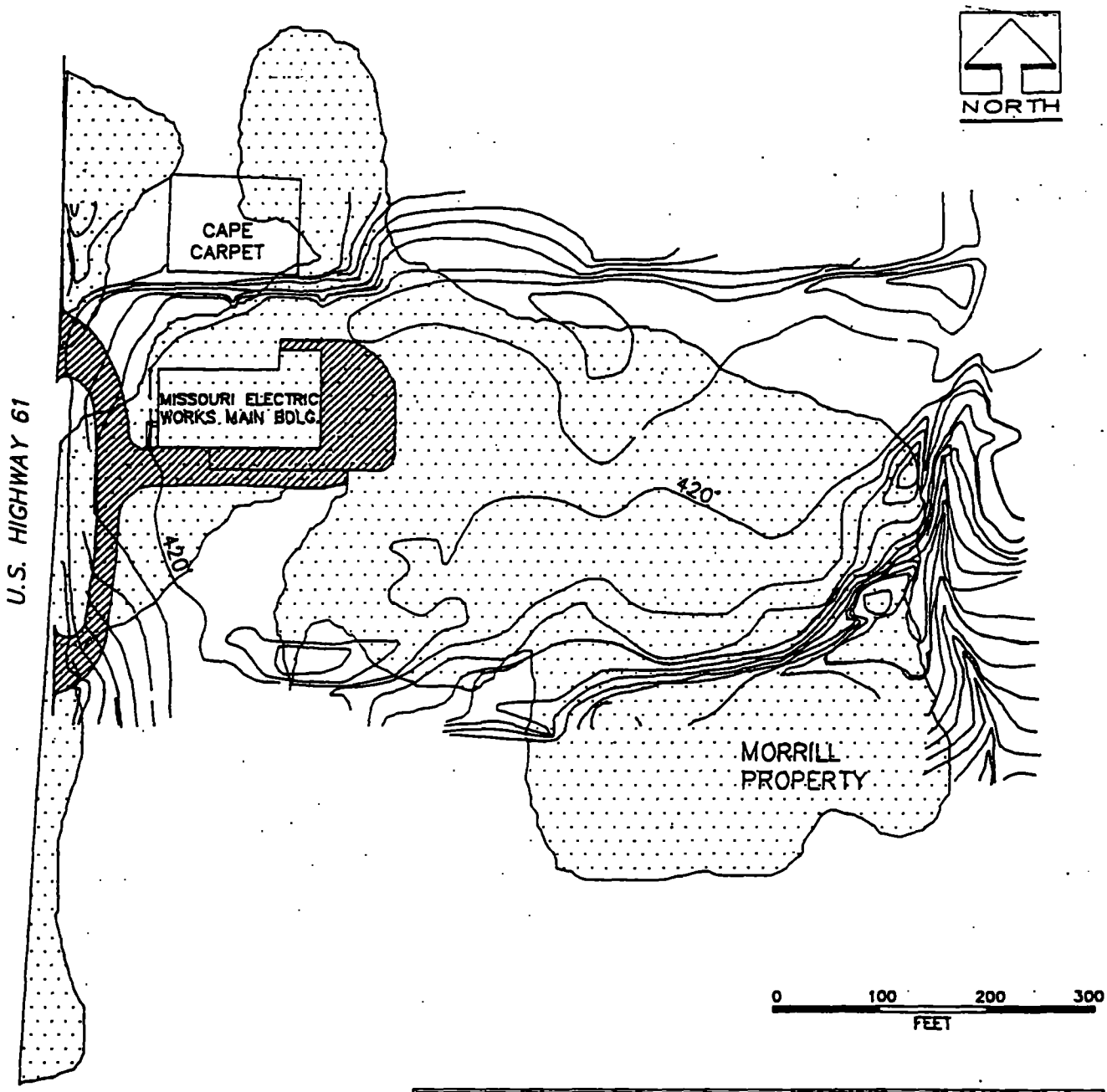
Full-scale operations will consist of, but not be limited to, the following activities.

- The stockpiled contaminated materials will be sized in preparation for incineration.
- These sized materials will be fed into the incinerator.
- Feed rates will be monitored to ensure optimum system efficiency.
- Both solid (ash) and gaseous emissions from the incinerator will be monitored daily to document that destruction efficiencies and air emissions standards are being met.

Regulatory compliance points will be ash and incinerator air emissions. The ash will be tested to evaluate residual concentrations and will also be tested using TCLP procedures to evaluate the potential for leaching of constituents from the ash.

All contaminated soils within the upper 4 feet with PCB concentrations greater than 10 ppm will be excavated, in stages, using conventional heavy construction equipment and stockpiled near the incinerator site. Figure 3-1 indicates the approximate limits of the areas to be excavated. Those areas outside the secured portion of the Site will be excavated first, with the excavated soils stockpiled inside the secured portion of the Site. The stockpiles will be covered and bermed to prevent runoff and wind dispersion of the excavated soil. Additional protected stockpile areas will be established for storage of ash.

The thickness of each successive lift of excavated soil will be minimized (approximately 4 to 6 inches) in order to avoid incineration of excess amounts of soil. Composite soil samples will be obtained from the bottom of each lift and analyzed for PCB to ensure that performance standards are met. An appropriate sampling strategy, such as those developed by U.S. EPA, Region VII, will be utilized to ensure that a



LEGEND

PAVED AREA

AREA OF SURFACE SOIL PCB CONCENTRATION GREATER THAN 10 ppm

TOPOGRAPHIC CONTOUR LINES – CONTOUR INTERVAL = 2 FEET

The Earth Technology Corporation

MISSOURI ELECTRIC WORKS RI/FS
PROJECT NUMBER 89-363

FIGURE 3-1
APPROXIMATE AREA OF SITE WITH PCB CONCENTRATIONS >10 ppm

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statistical 95 percent upper confidence level value about the mean concentration will meet the performance standards.

Following analysis, residual ash may be used to backfill the excavated areas on-site. The ash will only be used as backfill provided that analysis demonstrates PCB concentrations less than 2 ppm and TCLP analysis demonstrates that other constituents are below toxicity characteristic (TC) standards. Ash which contains constituents that exceed TC levels will not be used as backfill at the Site and will be disposed in accordance with RCRA Subtitle C requirements. Backfill soil brought onto the Site will be tested for PCBs and shall be below 2 ppm for PCB. Additional composite samples, representative of the backfill soils brought on-site, may also be analyzed for other contaminant. Ash and soil will be spread and compacted using conventional equipment and methods. Final grading of the Site will be designed to control or manage surface drainage. Off-site areas will be returned to original contours to the greatest extent practical prior to reseeding. A 6 to 12 inch layer of top soil will be applied and the entire area reseeded.

Upon completion of incineration of PCB-contaminated materials, the incinerator and associated equipment will be decommissioned, decontaminated, and removed from the Site. The concrete pad will be tested to ascertain whether it became contaminated during operations. The concrete pad will be demolished and disposed of accordingly.

3.3.1 Air Monitoring

During the Remedial Action there shall be no off-site migration of stack emissions of PCBs, dioxins, furans, or off-site migration of PCBs and particulates from fugitive dust emissions, above health-based standards. To ensure this, air monitoring, including high volume samplers, will be provided along the Site perimeter at sufficient locations to account for such factors as wind variability. These locations will be proposed by the Settling Defendants and approved by the U.S. EPA. These samples will be analyzed for PCBs and VOCs. Air within the breathing zone will be routinely monitored during intrusive actions at the Site. Devices capable of monitoring ambient conditions for elevated levels of volatile organics, such as an organic vapor analyzer (OVA) or photoionization detector (PID), will be used. In addition, personal air monitors (such as minirams) will be worn by at least 15 percent of the hot-zone workers. At least 10 percent of the hot-zone support staff will also wear personal air monitors. The data from these devices will be used to determine if and when it is necessary to upgrade or downgrade the level of personal protection equipment (PPE) being worn by the remedial action workers. Standards for the level of PPE will be established in the Health and Safety Plan.

Air monitoring, as described above, will be conducted during all soil excavation and soil incineration activities. The Remedial Action Work Plan, as approved by the U.S. EPA, will establish monitoring intervals. Air monitoring of gaseous stack emissions during incineration operations will also be conducted. Emissions of carbon dioxide, carbon monoxide and oxygen plus temperature will be recorded on at least a daily basis to ensure that the incinerator is in compliance with the Toxic Substances Control Act (TSCA) air emissions standards set forth in 40 CFR 761.70. In addition, incineration emissions of HCl and particulates shall meet the RCRA standards described in 40 CFR 264, Subpart O. Air emissions from the incinerator of tetra- through octa-chlorinated dibenzo-p-dioxins and dibenzofurans shall be below health-

based standards and will be measured during the trial burn to assure that health-based emission rates are demonstrated.

Dust levels will be monitored during all construction and incineration phases. If the dust level exceeds the air quality standards for fugitive dust emissions as specified in the Clean Air Act, National Ambient Air Quality Standards for particulate emissions set forth in 40 CFR Part 50, steps will be taken to reduce dust levels or operations will cease until such time as air quality standards can be maintained.

3.4 GROUNDWATER DESIGN INVESTIGATION

Subsurface investigations performed since September 29, 1990 have indicated that the groundwater is contaminated with volatile organic compounds (VOCs), chlorinated hydrocarbons and polychlorinated biphenyls (PCBs). Preliminary data indicate groundwater contamination by VOCs, chlorinated hydrocarbons, and PCBs may exist to a depth of 315 feet. PCBs have been detected in groundwater to an approximate depth of 355 feet. Rock cores obtained during the supplemental hydrogeologic investigations show for the most part dense limestone underlying the Site to a depth greater than 405 feet below land surface (depth of maximum exploration). Mud filled solution channels were noted during drilling at various depths starting at approximately 110 feet. These mud seams ranged in thickness from 2 to approximately 8 feet. Analytical results for groundwater and mud samples collected in the solution channels and in fracture zones collected during the supplemental hydrogeologic investigations are presented in Tables 3-1 and 3-2. These data necessitate the performance of a Groundwater Design Investigation to characterize the rate of migration and extent of groundwater contamination.

The Groundwater Design Investigation will be performed to further identify the hydrogeologic conditions present at or near the Site. Several monitoring wells will be installed to identify the extent and rate of groundwater contamination at or from the Site. Other studies related to bedrock conditions and subsurface features will also be performed.

3.5 STATUTORY DETERMINATIONS

The Settling Defendants will conduct any studies and investigations of contaminated soils at the Site determined by the U.S. EPA to be necessary for it to conduct reviews at least every five years as required by Section 121(c) of CERCLA and any applicable regulations.

TABLE 3-1
RESULTS FOR GROUNDWATER SAMPLES - BOREHOLE MW11
SUPPLEMENTAL HYDROGEOLOGIC INVESTIGATION
MISSOURI ELECTRIC WORKS SITE

ANALYSIS[1]	Boring #1 (81 Feet)	Boring #1 (124 Feet)	Boring #4 (57 Feet)	Boring #4 (111 Feet)	Monitor Well 11 (115-120 Feet)	Drilling Water Blank[2]
Volatile Organics						
Chlorobenzene	<5.0	<5.0	154	<5.0	36	<5.0
1,1-Dichloroethane	<5.0	<5.0	6	<5.0	<5	<5.0
Chloroform	7	11	5	<5.0	9	18
Bromodichloromethane	<5.0	5	<5.0	<5.0	<5	8
trans-1,2-Dichloroethene	<5.0	<5.0	14	<5.0	12	<5.0
1,1,1-Trichloroethane	<5.0	6	8	<5.0	<5	<5.0
Trichloroethene	<5.0	<5.0	10	<5.0	8	<5.0
Chlorinated Hydrocarbons						
1,2-Dichlorobenzene	<10.0	<10.0	67.4	9.1	76	<10.0
1,3-Dichlorobenzene	<10.0	<10.0	20.9	3.7	22	<10.0
1,4-Dichlorobenzene	<10.0	<10.0	18.8	5.7	19	<10.0
Trichlorobenzene	<1.0	<1.0	18.4	28.5	26.2	<1.0
Tetrachlorobenzene	<1.0	<1.0	112	<1.0	<1.0	<1.0
PCBs						
Arochlor 1260	<0.1	<0.1	5-10	<0.1	69	<0.1

(1) All results expressed as ug/l

(2) Used during coring of Boring #1 only

TABLE 3-2
RESULTS FOR GROUNDWATER SAMPLES - BOREHOLE MW13
SUPPLEMENTAL HYDROGEOLOGIC INVESTIGATION
MISSOURI ELECTRIC WORKS SITE

ANALYSIS[1]	222-230 Feet[2] (Liquid)	222-230 Feet	310-315 Feet[2] (Liquid)	310-315 Feet	315-405 Feet	Drilling Water Blank
Volatile Organics						
Chlorobenzene	16	14	10	NA	<5	<5
1,1-Dichloroethane	6	5	<5	NA	<5	<5
Chloroform	<5	<5	<5	NA	<5	108
Bromodichloromethane	<5	<5	<5	NA	<5	27
trans-1,2-Dichloroethene	10	12	7	NA	<5	<5
1,1,1-Trichloroethane	<5	5	<5	NA	<5	<5
Trichloroethene	7	9	<5	NA	<5	<5
Chlorinated Hydrocarbons						
1,2-Dichlorobenzene	4	4	4	NA	<1.14	<1.2
1,3-Dichlorobenzene	<6	<6	<1.2	NA	<1.19	<1.2
1,4-Dichlorobenzene	14	10	15	NA	<1.34	<1.4
Trichlorobenzene	<.25	<.25	19	NA	<.05	<.05
Tetrachlorobenzene	<.25	<.25	<.05	NA	<.05	<.05
PCBs						
Arochlor 1260	7.9	300	0.92	470 ug/kg	2	<1

(1) All results expressed as ug/l unless otherwise specified

(2) The 222-230 feet and 310-315 feet samples were centrifuged and a liquid subsample was analyzed separately.

NA Not Analyzed

4.0 SCOPE OF WORK

The Remedial Design/Remedial Action (RD/RA) for contaminated soils and the Groundwater Design Investigation will consist of the tasks described in the following sections.

4.1 TASK I: REMEDIAL DESIGN WORK PLAN

The Remedial Design Work Plan (RD Work Plan) will include plans and schedules for development of the following plans required for either the Remedial Design or the Remedial Action.

1. Development and submission of a Design Sampling and Analysis Plan which will include the Remedial Design Quality Assurance Project Plan (RD QAPP).

2. Development and submission of a plan for the Trial Burn which will meet the requirements set forth in 40 CFR 761.70.

3. Development and submission of the Preliminary Design submittal.

4. Development and submittal of the Interim/Final Design submittals.

5. Development and submission of the Construction Quality Assurance Project Plan (CQAPP).

6. Development and submission of the Incineration Plan.

7. Development and submission of an Operation and Maintenance (O&M) Plan for maintenance items which will continue past the completion of Remedial Action of the contaminated soils.

The RD Work Plan will also include plans and schedules for implementation and completion of all remedial design tasks identified in the following subsections.

4.1.1. Design Plans and Specifications

The RD Work Plan will provide for the completion and submittal, including a schedule, of clear and comprehensive design plans and specifications for on-site incineration which will include the following:

1. Discussion of the design strategy and the design basis, including;

   a. Compliance with all applicable or relevant and appropriate requirements; and

   b. Minimization of environmental and public impacts.

2. Discussion of the technical factors of importance including;

   a. Use of currently accepted environmental control measures and technology;

b. The constructability of the design; and

c. Use of currently acceptable construction practices and techniques.

3. Description of assumptions made and detailed justification of these assumptions.

4. Discussion of the possible sources of error and references to possible operations and maintenance problems.

5. Detailed drawings of the proposed design including;

   a. Qualitative flow sheets; and

   b. Quantitative flow sheets.

6. Tables listing required equipment and specifications.

7. Tables giving material and energy balances (where appropriate).

8. Appendices including;

   a. Sample calculations (one example presented and explained clearly for significant or unique design calculations);

   b. Derivation of equations essential to understanding the report; and

   c. Results of laboratory or field tests.

4.1.2 Incineration Plan

The RD Work Plan will provide a schedule for the completion and submittal of an Incineration Plan to cover implementation of the Remedial Action. The plan will be composed of the following elements:

1. Description of normal operation and maintenance;

   a. Description of tasks for incinerator operation;

   b. Description of tasks for incinerator maintenance;

   c. Description of prescribed treatment or operation conditions; and

   d. Schedule showing frequency of each task.

2. Description of potential incinerator operational problems;

a. Sources of information regarding problems and

b. Common and/or anticipated remedies.

3. Description of routine monitoring and laboratory testing;

a. Description of monitoring tasks;

b. Description of required laboratory tests and their interpretation;

c. Required performance monitoring data collection and an associated Quality Assurance Project Plan (QAPP); and

d. Schedule of monitoring frequency.

4. Description of alternative operation and maintenance;

a. Should the incinerator fail, alternate procedures to prevent a release or threatened releases of waste materials; and

b. Analysis of vulnerability and additional resource requirements should a failure occur.

5. Corrective Action;

a. Description of corrective action to be implemented in the event that cleanup or performance standards are not achieved; and

b. Schedule for implementing these corrective actions.

6. Safety Plan;

a. Description of precautions, of necessary equipment, etc., for Site personnel; and

b. Safety tasks required in event of incinerator failure.

7. Description of equipment;

a. Equipment identification;

b. Installation of monitoring components;

c. Maintenance of Site equipment; and

d. Replacement schedule for equipment and installed components.

8. Records and reporting mechanisms required;

   a. Daily operating logs;

   b. Laboratory reports;

   c. Records for operating costs;

   d. Mechanism for reporting emergencies;

   e. Personnel and maintenance records; and

   f. Monthly/annual reports to Federal agencies, as required.

4.1.3 Design Phases

The RD Work Plan will provide for regular meetings with the Project Coordinators for the Settling Defendants and U.S. EPA. Unless otherwise agreed upon, these meetings will be held, at a minimum, on a quarterly basis. The State will be given the opportunity to attend such meetings. The design of the Remedial Action will include the phases outlined below,

4.1.3.1 Preliminary Design

The preliminary design for the soil incineration system will be submitted when the design effort is approximately 40 percent complete. At this stage, refined information describing existing conditions of the Site will have been obtained. The preliminary design will reflect a level of effort such that the technical requirements of the project have been addressed and outlined so that they may be reviewed to assure that the final design will provide an operable and usable Remedial Action. Supporting data and documentation will be provided with the design documents defining the functional aspects of the program. Design calculations reflecting the same percentage of completion as the designs they support will be submitted at this time. Due to the relatively straight-forward nature of the anticipated design phase for the on-site incinerator, other Intermediate Design Documents are not anticipated to be necessary. However, any value engineering design documents should be developed and submitted with the Interim Design.

4.1.3.2 Correlating Plans and Specifications

General correlation between drawings and technical specifications is a basic requirement of any set of working construction plans and specifications. Before submitting the project specifications, the Settling Defendants will:

1. Coordinate and cross-check the specifications and drawings; and

2. Complete the proofing of the edited specifications and required cross-checking of all drawings and specifications.

These activities will be completed prior to the 95 percent submittal to the U.S. EPA.

4.1.3.3 Equipment Start-Up and Operator Training

The Settling Defendants shall develop technical specifications governing treatment systems. These specifications will provide appropriate service visits by experienced personnel to supervise the installation, adjustment, start-up and operation of the treatment systems; and training covering appropriate operational procedures once the start-up has been successfully accomplished.

4.1.3.4 Interim and Final Design

Interim/Final design documents will be submitted in two parts. The interim submission will be at 95 percent completion of design. After approval of the Interim submission, any required revisions will be made and the final documents 100 percent complete with reproducible drawings and specifications will be submitted.

The Interim Design Document submitted will consist of the following:

1. Design Plans and Specifications.

The cost estimate developed in the 1990 Feasibility Study for the Remedial Action for contaminated soils and the Groundwater Design Investigation will be refined during this phase to reflect the more detailed and accurate design plans and specifications being developed. The cost estimate will include both capital and operation and maintenance costs. An Initial Cost Estimate will be submitted simultaneously with the Interim Design Document submission and the Final Cost Estimate with the Final Design Document.

The Final Design Document submittal will consist of the following:

1. Final Design Plans and Specifications (100 percent complete),

2. Trial Burn Plan,

3. Construction Quality Assurance Project Plan (in outline form),

4. Final Field Sampling Plan, which is directed at measuring progress towards meeting Performance Standards,

5. Final Contingency Plan,

6. Final Operation and Maintenance Plan,

7. Final construction cost estimate, and

8. Final project schedule.

This document will serve as the basis for a bid package or packages upon which contractors will be invited to submit bids for various aspects of the remedial construction project.

4.2 TASK II: REMEDIAL ACTION WORK PLAN

The Settling Defendants will submit Remedial Action Work Plans which include the following documents:

1. A schedule for the completion of the Remedial Action,

2. A schedule for implementation of the Trial Burn Plan,

3. Methods for the selection of the Remedial Action contractor,

4. A schedule for the development and submittal of other required Remedial Action Plans (i.e., the Construction Quality Assurance Project Plan prepared by the Remedial Action Contractor, etc.),

5. The methodology for implementation of the Construction Quality Assurance Project Plan(s),

6. Methods for satisfying permit requirements,

7. The methodology for implementing the Incineration Plan,

8. The methodology for implementing the Contingency Plan,

9. The tentative formulation of the Remedial Action team,

10. Procedures and plans for the decontamination of equipment and disposal of contaminated materials, if any,

11. Construction Quality Assurance Project Plan,

12. Construction Quality Control Plan by the contractor, and

13. The methodology for implementation of the Operation and Maintenance Plan.

4.2.1 Construction Quality Assurance Project Plan

The objectives of a construction quality assurance program will be documented in a Construction Quality Assurance Project Plan (CQAPP). The CQAPP will include the elements described below.

4.2.1.1 Responsibility and Authority

The responsibility and authority of all organizations (i.e., technical consultants, construction firms, etc.) and key personnel involved in the construction of the remedial systems will be described fully in the CQAPP. A Construction Quality Assurance (CQA) Officer and the necessary supporting inspection staff will be identified in the CQAPP.

4.2.1.2 Construction Quality Assurance Personnel Qualifications

The qualifications of the CQA Officer and supporting personnel will be presented in the CQAPP to demonstrate that they possess the training and experience necessary to fulfill their identified responsibilities.

4.2.1.3 Inspection Activities

The observations and tests that will be used to monitor the construction or installation of the components of the Remedial Action will be summarized in the CQAPP. The plan will include the scope and frequency of each type of inspection. Inspections to verify compliance with the environmental requirements will include air quality and emissions monitoring records, waste disposal records (e.g., RCRA transportation manifest), etc. The inspection will also ensure compliance with all health and safety procedures. In addition to oversight inspections, the following activities will be conducted.

4.2.1.3.1 Preconstruction Inspection and Meeting

A preconstruction inspection and meeting will be conducted in order to:

1. Review methods for documenting and reporting inspection data;
2. Review methods for distributing and storing documents and reports;
3. Review work area security and safety protocol;
4. Discuss any appropriate modifications of the CQAPP to ensure that site-specific considerations are addressed; and
5. Conduct a Site walk-around to verify that the design criteria, plans, and specifications are understood and to review material and equipment storage locations.

The preconstruction inspection and meeting will be documented by a designated person and minutes will be transmitted to all parties.

4.2.1.3.2 Interim Final Remedial Action Inspection

Upon preliminary project completion, the U.S. EPA will be notified for the purposes of conducting an Interim final inspection. The Interim final inspection will consist of a walk-through inspection of the entire Site. The purpose of this inspection is to determine whether the Remedial Action is complete and consistent with the contract documents and the U.S. EPA approved Remedial Action Work Plan. Any outstanding construction items discovered during the inspection will be identified and noted. Additionally, treatment equipment will be operationally tested by the Settling Defendants. The Settling Defendants will certify that the equipment has performed to meet the purpose and intent of the specifications. Retesting will be completed where deficiencies are revealed. The interim final inspection report will outline the outstanding construction items, actions required to resolve items, completion dates for these items, and the date for final inspection.

4.2.1.3.3 Final Remedial Action Inspection

Upon completion of any outstanding construction items, the U.S. EPA will be notified for the purposes of conducting a Final Remedial Action Inspection. The Final Inspection will consist of a walk-through inspection of the Site. The Interim Remedial Action Inspection Report will be used as a checklist with the Final Inspection focusing on the outstanding construction items identified in the Interim Inspection.

4.2.1.3.4 Sampling Requirements

The Settling Defendants shall use quality assurance, quality control, and chain of custody procedures for all environmentally treatability, design, compliance and monitoring samples. The sampling activities, sample size, sample locations, frequency of testing, acceptance and rejection criteria, and plans for correcting problems as addressed in the project specification will be presented in the CQAPP, which is consistent with the SOW, the NCP, and applicable guidance documents.

4.2.1.3.5 Documentation

Reporting requirements for CQA activities will be described in detail in the CQAPP. This will include such items as daily summary reports, inspection data sheets, problem identification and corrective measures reports, design acceptance reports, and final documentation. Provisions for the final storage of all records will be presented in the CQAPP.

4.2.2 Health and Safety Plan

A Health and Safety Plan that meets OSHA requirements as specified in 29 CFR 1910.120 will be included to govern all activities associated with construction and implementation of the approved design. In addition to the Health and Safety Plan developed to govern all activities associated with implementation of the remedial design, a Spill/Volatile Emission Contingency Plan will be developed. This Contingency

Plan will address routine emergency and contingency measures for the protection of area residents and business persons from physical and chemical hazards particular to the Site and the Remedial Action.

4.2.3 Final Schedule

A final schedule for construction and implementation of the Remedial Action that is based on the schedule presented in the approved Final Design Document will be included in the RA Work Plan.

4.3 TASK III: PROGRESS REPORTS

Monthly progress reports will be submitted to the U.S. EPA and the State during the design and construction phases. Semi-annual progress reports will be submitted to the U.S. EPA and the State for monitoring and O&M activities. Progress reports will include the following types of information:

1. A description and estimate of the percentage of the RD/RA and Groundwater Design Investigation completed;

2. Summaries of all findings including all results of sampling and tests and all other data received or generated by the Settling Defendants or their contractors or agents in the previous month;

3. Identify all work plans, plans, and other deliverables required which were completed and submitted during the previous month;

4. A description of all actions including, but not limited to, data collection and implementation of work plans which are scheduled for the next month and provide other information related to the progress of construction including, but not limited to, critical path diagrams, Gantt charts, Pert charts, etc;

5. Summaries of all changes made in the RD/RA and/or Groundwater Design Investigation during the reporting period;

6. Summaries of all contacts with representatives of the local community, public interest groups or State government during the reporting period;

7. Summaries of all problems or potential problems encountered during the reporting period;

8. Actions being taken to rectify problems;

9. Changes in personnel during the reporting period;

10. Projected work for the next reporting period; and

11. Copies of daily reports, inspection reports, laboratory/monitoring data, etc.

4.4 TASK IV: GROUNDWATER DESIGN INVESTIGATION

A field investigation will be performed at the Site in order to define the requirements for the groundwater remediation. The design investigation will characterize the fate and extent of groundwater contamination at the Site. The design investigation will follow the guidance established in the Interim Final "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" October 1988 (OSWER Directive 9355.3-01). The design investigation will be implemented as detailed below.

4.4.1 Groundwater Design Investigation Plan

A Groundwater Design Investigation Plan will be prepared to include the following:

1. Discussion of Site background and previous investigations;

2. Detailed sampling strategies, locations and rationale for each;

3. Detailed investigation methodologies;

4. Quality assurance provisions to ensure the validity of both sample collection and laboratory analysis and reporting of sample analysis results;

5. Health and safety provisions, including air monitoring, to govern all field activities; and

6. A schedule for field implementation of the Plan and providing deliverable reports.

4.4.2 Field Investigation

The field investigation will be performed to determine the rate and extent of groundwater contamination at or from the Site. The investigation will be performed in accordance with the provisions of the approved Groundwater Design Investigation Plan.

4.4.3 Groundwater Design Investigation Report

Upon completion of the Groundwater Design Investigation, a report detailing the implementation and results of the field investigation will be prepared. The Report will include the following:

1. Description of all work performed including maps or other methods of documenting locations of investigation activities;

2. Results of investigation activities, including laboratory investigation results and laboratory Quality Assurance/Quality Control (QA/QC) documentation; and

3. Conclusions, including supporting documentation.

4.4.4 Groundwater Feasibility Study

Upon approval of the Groundwater Design Investigation Report, a feasibility study evaluating remedial alternatives for groundwater will be developed and submitted for U.S. EPA approval. This study will include the following.

1. Identifies and evaluates the remedial technologies considered for addressing contaminated groundwater; and

2. Provide an analysis of the effectiveness and applicability of each remedial technology considered in accordance with the criteria set forth in 40 CFR 300.430.

4.5 PRE-CERTIFICATION REPORT

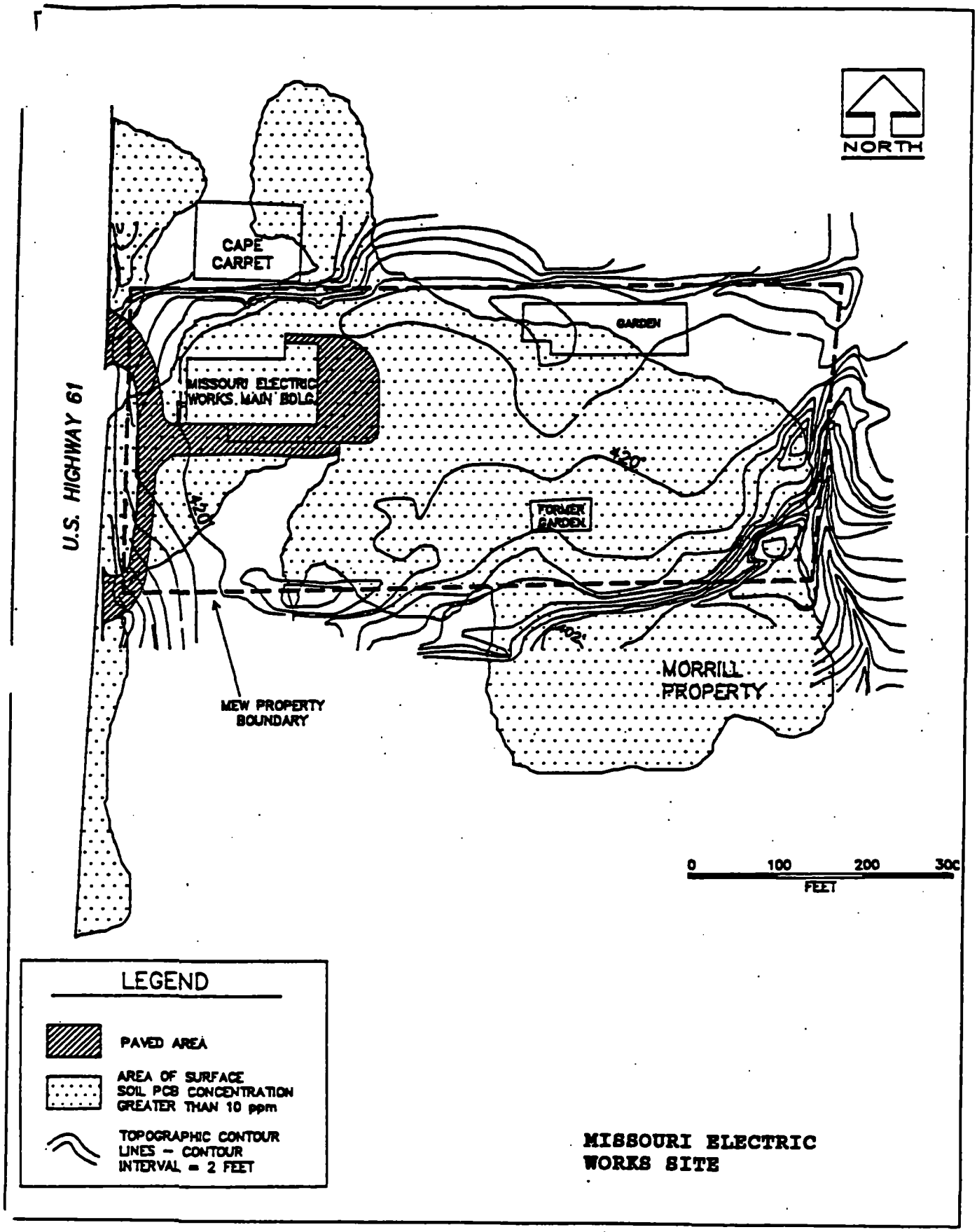
Within 90 days after the Settling Defendants conclude that the Remedial Action and Groundwater Design Investigation have been fully performed and the Performance Standards for soil have been attained, the Settling Defendants shall so certify to the United States and the State and shall schedule a pre-certification inspection to be attended by the Settling Defendants, U.S. EPA and the State. If after the pre-certification inspection, the Settling Defendants still believe that the Remedial Action and the Groundwater Design Investigation have been fully performed and the Performance Standards for soil remediation have been attained, they shall submit a written report to the U.S. EPA and the State. In the report certification shall be provided by qualified professionals (e.g., professional engineer, certified professional geologist, etc.) representing the Construction Management Contractor and the soil and groundwater prime contractors that the Remedial Action and the Groundwater Design Investigation have been completed in full satisfaction of the requirements of the Consent Decree.

Summary of Submissions and Schedules

The following was agreed upon for the schedule for submittal of deliverables pursuant to the Consent Decree and Scope of Work.

Deliverable	Due Date/Completion Date
Selection of Construction Management Contractor	30 days after the effective date of the Consent Decree
Selection of the Soil Remediation Contractor	165 days after the effective date of the Consent Decree
Draft Remedial Design Work Plan	195 days after the effective date of the Consent Decree
Final Remedial Design Work Plan	45 days after U.S. EPA comments on the draft

Preliminary RA Design (40% completion)	60 days after U.S. EPA approval of the Remedial Design Work Plan
Interim RA Design (95% completion)	30 days after U.S. EPA comments on the Preliminary RA Design
Final Soil RA Design (100% completion)	30 days after U.S. EPA comments on the Interim Design
Draft RA Work Plan and Construction Quality Assurance Project Plan (CQAPP)	60 days after U.S. EPA approval of the Final RA Design
Final RA Work Plan and Final CQAPP	45 days after U.S. EPA comments on the Draft Work Plan and CQAPP
Final Remedial Action Inspection Report	90 days after U.S. EPA Final RA Inspection
Progress Reports for Remedial Action tasks	Monthly through submittal of Remedial Action Report
Draft Groundwater Design Investigation Plan and Health and Safety Plan	120 days after the initiation of the RA for contaminated soils
Final Groundwater Design Investigation Plan and Health and Safety Plan	45 days after U.S. EPA comments on the Draft Groundwater Design Investigation Plan and Health and Safety Plan
Groundwater Field Work	To begin 30 days after Final RA Inspection
Draft Groundwater Design Investigation Report	60 days after completion of field efforts
Final Groundwater Design Investigation Report	45 days after U.S. EPA comment on the Draft Groundwater Investigation Report
Draft Groundwater Feasibility Study Report	60 days after U.S. EPA approval of the Final Groundwater Design investigation Report
Final Groundwater Feasibility Study Report	30 days after U.S. EPA comments on the Draft Groundwater Feasibility Study Report
Pre-Certification Inspection Report	60 days after the Pre-Certification Inspection



MISSOURI ELECTRIC WORKS SITE

APPENDIX C

APPENDIX D

PREAUTHORIZATION DECISION DOCUMENT

Re: Missouri Electric Works Site
Ref: CERCLA 91-001

DECISION DOCUMENT

PREAUTHORIZATION OF A CERCLA §111(a) CLAIM

Missouri Electric Works, Inc. Site - Cape Girardeau, Missouri

STATEMENT OF AUTHORITY

Section 111 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") authorizes the reimbursement of response costs incurred in carrying out the National Contingency Plan ("NCP") 40 CFR Part 300. Section 112 of CERCLA directs the President to establish the forms and procedures for filing claims against the Hazardous Substance Superfund ("the Superfund" or "the Fund"). Executive Order 12580 delegates to the Administrator of the Environmental Protection Agency ("EPA") the responsibility for such claims. Executive Order 12580 also delegates to the EPA Administrator the authority to reach settlements pursuant to section 122(b) of CERCLA. The Director, Office of Emergency and Remedial Response ("Director, OERR") is delegated authority to evaluate and make determinations regarding claims (EPA Delegation 14-9, September 13, 1987, and EPA Redelegation R-14-9 "Claims Asserted Against the Fund," May 25, 1988).

BACKGROUND ON THE SITE

In December 1988, EPA issued an administrative order on consent to a group of potentially responsible parties ("PRPs"). This order required that they conduct a remedial investigation and feasibility study ("RI/FS") of the Site. In August 1990, prior to the selection of the remedy, EPA provided members of the public, including the PRPs, with an opportunity to comment on the RI/FS and the preferred alternative for cleanup.

On September 28, 1990, Morris Kay, EPA Regional Administrator for Region VII, signed the record of decision ("ROD") for the Missouri Electric Works, Inc. Site (hereinafter referred to as the "Site" or "MEW Site"). The ROD in part calls for the health and environmental threats posed by the Site to be addressed by means of excavation of contaminated soils and sediments, incineration of excavated soils and sediments, and backfill of excavated areas with the ash and clean soil; and ground water design investigation. The activities referred to above are hereinafter collectively referred to as "remedial action and ground water design investigation."

Discussions between EPA, the State of Missouri and the PRPs aimed at settlement of the case were initiated in February, 1990. In August, 1991, the PRPs and EPA reached agreement in principle.

This agreement provides that Missouri Electric Works Settling Defendants ("Settling Defendants") will establish the MEW Site Trust Fund, and implement the remedial activities necessary to address contaminated soils and sediments and investigate the contamination of ground water at the Site in compliance with the Consent Decree being executed simultaneously with this Preauthorization Decision Document. EPA will reimburse the Settling Defendants as that term is defined in the Consent Decree for up to 20 percent of the costs of implementing the remedial action and ground water design investigation (i.e., "response costs").

On August 10, 1991, the Missouri Electric Works Steering Committee ("MEWSC"), on behalf on the Settling Defendants, submitted a formal Application for Preauthorization as required by section 300.700(d) of the National Contingency Plan ("NCP") (40 CFR Part 300).

The Scope of Work, which is appended to the Consent Decree, will be used to implement the remedy selected in the ROD and summarized above.

FINDINGS

Preauthorization (i.e., EPA's prior approval to submit a claim against the Superfund for reasonable and necessary response costs incurred as a result of carrying out the NCP) represents the Agency's commitment that if the remedial action and ground water design investigation are conducted in accordance with the preauthorization and costs are reasonable and necessary, reimbursement, subject to any maximum amount of money set forth in the Preauthorization Decision Document, will be had from the Superfund. Preauthorization is a discretionary action by the Agency taken on the basis of certain determinations.

EPA has determined, based on its evaluation of relevant documents and MEWSC's Application for Preauthorization, pursuant to section 300.700(d) of the NCP, that:

(1) A release or potential release of hazardous substances warranting a response under section 300.435 of the NCP exists at the Missouri Electric Works Site;

(2) The Settling Defendants have agreed to implement the cost-effective soil and sediments remedy selected by EPA and set forth in the ROD to address the threat posed by the release at the Site and to undertake a ground water design investigation;

(3) The Settling Defendants have demonstrated the engineering expertise and a knowledge of the NCP and attendant

guidance;

(4) The activities proposed by the Settling Defendants, when supplemented by the terms and conditions contained herein, are consistent with the NCP; and

(5) The State of Missouri, as a party to the Consent Decree, has agreed to cooperate in the conduct of the response action.

While EPA does not accept as fact all of the statements contained in MEWSC's Application for Preauthorization, the Application demonstrates a knowledge of relevant NCP provisions and EPA guidance for the conduct of a remedial action. The Consent Decree, including the terms and conditions specified in the Preauthorization Decision Document, the ROD, and, in technical matters, the Scope of Work shall govern the conduct of the remedial action and ground water design investigation. In the event of any ambiguity or inconsistency between the Application for Preauthorization and this Preauthorization Decision Document with regard to claims against the Fund, the Preauthorization Decision Document and the Consent Decree shall govern. As stated above, in technical matters, the Scope of Work and the Work Plans developed under the Scope of Work, when developed by the Settling Defendants and approved by EPA, shall govern the conduct of the remedial action and ground water design investigation.

DECISION AND TERMS AND CONDITIONS

I preauthorize the Settling Defendants, as defined in the Consent Decree, to submit a claim(s) against the Superfund for an amount not to exceed the lesser of three million five hundred thousand dollars ($3,500,000), or twenty percent (20%) of reasonable and necessary eligible costs incurred for the design and construction of the soils and sediments remedial action set forth in EPA's Record of Decision for the Missouri Electric Works Site (Exhibit 1 hereto) and investigation of the contaminated ground water, as specified in the Scope of Work (which is incorporated into the Consent Decree) and the Work Plans when approved by EPA, subject to the terms and conditions set forth below. In the event of any ambiguity or inconsistency between the terms and conditions and the Discussion (which follows some of the terms and conditions), the terms and conditions shall govern.

1) The Settling Defendants, as provided in Section VI of the Consent Decree, shall develop and implement a worker health and safety plan. The Plan shall comply with OSHA Safety and Health Standards: Hazardous Waste Operations and Emergency Response (29 CFR Part 1910.120; 54 Federal Register 9294 et seq., March 6, 1989).

Discussion:

Consistent with Task 4.3 of the Scope of Work, the Settling Defendants will develop a Spill/Volatile Emissions Contingency Plan to address the protection of area residents from the physical, chemical and/or biological hazards particular to the Site and the selected remedial action. Further, the Settling Defendants shall develop an air monitoring plan for the Site during the remedial action. In accordance with the Consent Decree and Scope of Work, the Settling Defendants will implement these plans as approved by EPA.

2) The Settling Defendants shall develop a remedial design to address contaminated soils and sediments in accordance with the Consent Decree, ROD, Scope of Work and EPA's "Superfund Remedial Design and Remedial Action Guidance" (Publication # 9335.04A, June 1986). The Settling Defendants shall insure that all actions undertaken by the Settling Defendants shall be undertaken in accordance with the requirements of all "applicable" or "relevant and appropriate" Federal and State environmental laws, regulations and requirements as identified pursuant to the Scope of Work and pursuant to section 121 of CERCLA. All activities undertaken by the Settling Defendants off-site shall in addition comply with all applicable permit requirements, unless an exemption from the requirements of such permits is granted according to law.

3) Modification of remedial design elements or performance requirements contained in the Consent Decree or Scope of Work or the Final Remedial Design shall be approved pursuant to Section XXXVI of the Consent Decree. Such modifications, when approved in accordance with Agency procedures, shall modify this decision document.

4) The Settling Defendants shall, pursuant to Section V of the Consent Decree provide for long-term site management (i.e., operation and maintenance) of the Site sufficient to ensure the long-term effectiveness and permanence of the soil and sediments remedial action, and the continuing protection of human health and the environment. The costs of operation and maintenance, unlike the costs to determine that the remedy is functional (i.e., "shakedown costs"), are not eligible for reimbursement.

5) The Settling Defendants shall develop and implement for remedial design and remedial action of the soils and sediments and investigation of ground water contamination at the Site:

a) Procedures which provide adequate public notice of solicitations for offers or bids on contracts.

Solicitations must include the evaluation methods and the criteria for contractor selection. Pursuant to Section VI of the Consent Decree, the Settling Defendants shall notify EPA of the qualifications of any contractor or principal subcontractor. EPA shall have the right to disapprove the selection of the architect or engineer and the construction firm(s) selected by the Settling Defendants. The reasons for any such disapproval shall be communicated to the Settling Defendants in writing.

Discussion:

When soliciting bids or proposals, the Settling Defendants shall give adequate (generally 30 days before receipt of bids or proposals) public notice in professional journals, newspapers, or publications of general circulation over a reasonable area. Such notice shall be given without regard to the Settling Defendants' decision to utilize a prequalified list described in subparagraph (c) below.

b) Procedures for procurement transactions which: provide maximum open and free competition; do not unduly restrict or eliminate competition; and provide for the award of contracts to the lowest, responsive, responsible bidder, where the selection can be made principally on the basis of price. The Settling Defendants and their contractors shall use free and open competition for supplies, services and construction.

Discussion:

While the Settling Defendants are not required to comply with the Federal procurement requirements found at 40 CFR Part 33 (1987) or EPA's Guidance on State Procurement Under Remedial Cooperative Agreements (Publication #9375.1-11, June 1988), the Settling Defendants should be guided by these documents in the development of procurement procedures for small purchases, formal advertising, competitive negotiations and noncompetitive negotiations as each may be appropriate to remedying the release or threat of release at the Site. Small purchase procedures are those relatively simple, informal procurement methods for securing services, supplies and other property from an adequate number of qualified sources in instances in which the services, supplies and other property being purchased constitute a discrete procurement transaction and do not cost more than $25,000 in the aggregate. The Settling Defendants shall not divide procurement transactions into smaller parts to avoid the dollar

limitation. The award of any fixed price contract by the Settling Defendants satisfies the requirement of open and free competition for any subcontracts awarded within the scope of the prime contract.

c) A prequalified list(s) of persons, firms, or products, at the discretion of the Settling Defendants, to acquire goods and services. Such list(s) must be current and include enough qualified sources to ensure maximum open and free competition. The Settling Defendants should not preclude potential offerors not on the prequalified list from qualifying during the solicitation period.

d) Fixed-price contracts for construction which include a Differing Site Conditions clause equivalent to that found at 40 CFR §33.1030(4)(1987).

e) Procedures to settle and satisfactorily resolve, in accordance with sound business judgment and good administrative practice, all contractual and administrative issues arising out of preauthorized actions. The Settling Defendants shall issue invitations for bids or requests for proposals; select contractors; approve subcontractors; manage contracts in a manner to minimize change orders and contractor claims; resolve protests, claims, and other procurement related disputes; and handle subcontracts to assure that work is performed in accordance with terms, conditions and specifications of contracts.

f) A change order management policy and procedure generally in accordance with EPA's guidance on "State Procurement Under Remedial Cooperative Agreements" (Publication #9375.1-11, June 1988).

g) Detailed quality assurance/quality control plans for remedial design activities (e.g., sampling, treatability studies, monitoring) and construction activities (e.g., sampling, operations) in accordance with Section IX of the Consent Decree.

h) A financial management system that consistently applies generally accepted accounting principles and practices and includes an accurate, current and complete accounting of all financial transactions for the project, complete with supporting documents, and a systematic method to resolve audit findings and recommendations.

6) Pursuant to Section XIII of the Consent Decree, the Settling Defendants shall notify EPA of the Project Coordinator who shall be responsible for overseeing and administering the cleanup. As a term and condition of preauthorization EPA

shall have the right to disapprove the project coordinator and the construction management contractor selected by the Settling Defendants. The reason(s) for any such disapproval shall be communicated to the Settling Defendants in writing. The Settling Defendants may utilize the competitive negotiation procurement method for award of the contract for architectural and engineering ("A&E") services necessary for construction management and ground water design investigation. The Settling Defendants may award either a cost reimbursement or fixed price contract for A&E services.

7) The Settling Defendants may utilize the Construction Management Contractor to develop the solicitation for the remedial action and ground water investigation. The solicitation for the remedial action will contain detailed performance specifications for the thermal destruction of the soils and sediments.

8) The Settling Defendants shall utilize the formal advertising (sealed bidding) method of procurement and shall award a fixed price contract (i.e., unit price, lump sum, or combination of lump sum and unit price) to the lowest responsive, responsible bidder for the remedial action. The prior approval of the Regional Administrator or his/her designee is required in order for the Settling Defendants to use a procurement method other than the formal advertising method.

Discussion:

The Settling Defendants' Application for Preauthorization proposed a different approach to procurement and included a justification of this proposed approach. EPA and the Settling Defendants agreed in subsequent discussions to the procedures required by this Preauthorization Decision Document.

9) The Settling Defendants shall provide EPA and its employees, contractors and agents with Site access as set forth in Section X of the Consent Decree and shall immediately notify the Agency if they are unable to initiate or complete the preauthorized response activities.

10) In submitting claims to the Superfund, the Settling Defendants shall:

a) Document that response activities were preauthorized by EPA;

b) Substantiate all claimed costs through a financial management system as described in paragraph 5(h); and

c) Document that all claimed costs were eligible for reimbursement pursuant to this preauthorization and are reasonable and necessary in accordance with the appropriate Federal cost principles.

Discussion:

See paragraph 15 for additional references to the Federal cost principles.

11) The Settling Defendants shall maintain all cost documentation and any records relating to its claim for a period of not less than ten years from the date on which the final claim has been submitted to the Superfund, and shall provide EPA with access to their records. At the end of the ten-year period, the Settling Defendants shall notify EPA of the location of all records. The Settling Defendants shall allow EPA the opportunity to take possession of the records before they are destroyed. This requirement is in addition to the record retention requirement set forth in Section XXVIII of the Consent Decree.

12) Claims may be submitted against the Superfund by the Settling Defendants only while the Settling Defendants are in compliance with the terms of the Consent Decree and no more frequently than at the following events:

(a) EPA's approval of the trial burn

(b) Completion of site preparation activities, including disposal of non-incinerator debris, and soil excavation

(c) 25% of soil incinerated

(d) 50% of soil incinerated

(e) 75% of soil incinerated

(f) Completion of soil incineration

(g) EPA's approval of final report(s) on ground water investigation

(h) Balance of eligible costs following EPA issuance of Certificate of Completion.

13) Payment of a claim for work completed does not constitute acceptance of the work performed. EPA will determine the acceptability of work performed in accordance with the Consent Decree.

14) Claims shall be submitted to the Director, Office of Emergency and Remedial Response, EPA, Washington, D.C., or his designee. EPA shall provide the appropriate form(s) for such claims.

15) Prior to the payment of any claim, EPA may adjust claims using the facilities and services of private insurance and claims adjusting organizations or Federal personnel. In making a determination whether costs are allowable, the claims adjuster will rely upon the appropriate Federal cost principles (non-profit organizations - OMB Circular A-122; States and political subdivisions - OMB Circular A-87; profit-making organizations - 48 CFR Subparts 31.1 and 31.2). Where additional costs are incurred due to acts or omissions by the Settling Defendants, payment of the claim will be adjusted accordingly. EPA may require the Settling Defendants to submit any additional information needed to determine whether the actions taken were reasonable and necessary.

16) Pursuant to section 112(a) of CERCLA, at least 60 days before filing a claim against the Fund for the remedial design and remedial action or ground water investigation, the Settling Defendants shall present in writing all claims to any person known to the Settling Defendants who may be liable under section 107 of CERCLA for response costs incurred in carrying out the Consent Decree. If the first claim is denied or is not responded to by the responsible party, and EPA agrees that there is no reason to believe that subsequent claims would be honored by such responsible party, the denial of the first claim, or lack of response, shall be considered denial of every subsequent claim.

17) Pursuant to section 112(c)(1) of CERCLA, payment of any claim shall be subject to the Settling Defendants subrogating to the United States the rights of the Settling Defendants to the extent to which their response costs are compensated from the Superfund. Further, the Settling Defendants and their contractors shall assist in any cost recovery action which may be initiated by the United States by furnishing personnel, documents, and materials needed to assist EPA in the collection of evidence to document work performed and costs expended by the Settling Defendants or the Settling Defendants' contractors at the Site; providing all requested assistance in the interpretation of evidence and costs and providing supporting testimony. All of the Settling Defendants' contracts that implement preauthorized activities shall include a specific requirement that the contractors agree to provide this cost recovery assistance.

18) Pursuant to section 111(a)(2) of CERCLA, eligible costs are those costs incurred, consistent with the NCP, in carrying out the design and construction of the soils and sediments

remedial action and investigation of the contaminated ground water, subject to the following limitations:

a) Costs may be reimbursed only if incurred after the date of this preauthorization;

b) Costs may be reimbursed only for design and construction of the remedy to address contaminated soils and sediments, including costs to determine that the remedy is functional, for the Site as provided herein, and the costs of investigating the contaminated ground water. Such costs shall not include any of the oversight costs incurred by EPA or the State of Missouri, nor costs that were incurred by EPA or the State of Missouri prior or subsequent to the effective date of the Consent Decree.

c) Costs incurred for long-term operation and maintenance, as described in paragraph 4, are not eligible for reimbursement from the Superfund.

d) Costs incurred for the payment of a person who is included in the List of Parties Excluded From Federal Procurement or Non-Procurement, established pursuant to Executive Order 12549, May 26, 1988, at the time the contract is awarded shall not be eligible for reimbursement unless the Settling Defendants obtain approval from EPA pursuant to 40 CFR Part 32 prior to incurring the obligation.

e) Costs incurred for the payment of contractor claims either through settlement of such claims or an award by a third party may be reimbursed from the Fund to the extent EPA determines that:

(i) the contractor claim arose from work within the scope of the contract at issue and the contract was for activities which were preauthorized;

(ii) the contractor claim is meritorious;

(iii) the contractor claim was not caused by the mismanagement of the Settling Defendants;

(iv) the contractor claim was not caused by the Settling Defendants' vicarious liability for the improper actions of others;

(v) the claimed amount is reasonable and necessary;

(vi) the claim for such costs is filed by the Settling Defendants within 5 years of completion of the preauthorized activities; and

(vii) payment of such a claim will not result in total payments from the Fund in excess of the amount preauthorized.

Discussion:

"Contractor claim" means the disputed portion of a written demand or written assertion by any contractor who has contracted with the Settling Defendants pursuant to the Consent Decree to perform the remedial action or ground water design investigation, seeking as a matter of right, the payment of money, adjustment, or interpretation of contract terms, or other relief, arising under or related to a contract, which has been finally rejected or not acted upon by the Settling Defendants or an award by a Third Party through the Disputes Clause of the contract document.

f) An award by a third party on a contractor claim should include:

(i) findings of fact;

(ii) conclusions of law;

(iii) allocation of responsibility for each issue;

(iv) basis for the amount of award; and

(v) the rationale for the decision.

g) Interest accrues on amounts due the Settling Defendants pursuant to this agreement where EPA fails to pay the amount within sixty (60) days of EPA's receipt of a completed claim from the Settling Defendants. A completed claim is a demand for a sum certain which includes all documentation required by EPA to substantiate the appropriateness of the amounts claimed. Where the Settling Defendants submits a claim which is technically complete but for which EPA requires additional information in order to evaluate the amount claimed, interest will not accrue on the claim until sixty (60) days after EPA's receipt of the requested additional information. The rate of interest paid on a claim is the rate of interest on investments of the Superfund established by subchapter A of chapter 98 of the Internal Revenue Code of 1986.

19) This Preauthorization Decision Document is intended to benefit only the Settling Defendants and EPA. It extends no benefit to or creates no right in any third party.

20) If any material statement or representation made in the Application for Preauthorization is false, misleading, misrepresented, or misstated and EPA relied upon such statement in making its decision, the preauthorization by EPA may be withdrawn following written notice to the Settling Defendants. Disputes arising out of EPA's determination to withdraw its preauthorization shall be governed by Section XXII of the Consent Decree. Criminal and other penalties may apply (see Exhibit 3).

21) The Superfund is not hereby obligated to reimburse the Settling Defendants for subsequent remedial actions not covered by this preauthorization caused by failure of the original remedy if those actions are necessary as a result of the failure of the Settling Defendants, its employees or agents, or any third party having a contractual relationship with the Settling Defendants to properly perform activities under the Consent Decree and Scope of Work and any modification thereto approved by EPA and in conformance with the terms and conditions of this Preauthorization Decision Document. The foregoing shall not apply if the remedy fails for any other reason. EPA may require the Settling Defendants to submit any additional information needed to determine whether the actions taken were in conformance with the Consent Decree and the Scope of Work, and were reasonable and necessary.

22) This preauthorization shall be effective as of the date of execution contingent upon: (1) EPA's approval in writing of the performance of specific response activities to be initiated prior to the date of entry of the Consent Decree, and (2) entry of the Consent Decree by the Court.

(for) Timothy Fields Jr. 9/19/91

Henry L. Longest II
Director, Office of
Emergency & Remedial
Response

Date

EXHIBITS

1. EPA Record of Decision for the MEW Site
2. Consent Decree
3. Civil and Criminal Penalties

EXHIBIT 3

CERCLA PENALTY FOR PRESENTING FRAUDULENT CLAIM

Any person who knowingly gives or causes to be given false information as a part of a claim against the Hazardous Substance Superfund may, upon conviction, be fined in accordance with the applicable provisions of title 18 of the United States Code or imprisoned for not more than 3 years (or not more than 5 years in the case of a second of subsequent conviction), or both. (42 U.S.C. 9612(b)(1).)

CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM

The claimant is liable to the United States for a civil penalty of $2,000, and in an amount equal to two times the amount of damages sustained by the Government because of the acts of that person, and costs of the civil action. (31 U.S.C. 3729 - 3730.)

CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS

The claimant will be charged a maximum fine of not more than $10,000 or be imprisoned for a maximum of 5 years, or both. (See 62 Stat. 698, 749; 18 U.S.C. 287, 1001.)

APPENDIX E

LIST OF SETTLING DEFENDANTS

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Vernon Bagwell
Signature of Representative:	Vernon Bagwell
Name of Representative:	Matthew D. Richardson
Title of Representative:	Friedewald, Chadwick & Richardsc P.O. Box 310, Poplar Bluff, MO Attorney for Defendant
Date:	November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Matthew D. Richardson
Address:	306 Vine Street
	P.O. Box 310
	Poplar Bluff, MO 63901

Please identify a person to contact for further information:

Name	Matthew D. Richardson
Title	Attorney for Defendant
Address	306 Vine Street, P.O. Box 310
	Poplar Bluff, MO 63901

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Barry Electric Cooperative

Signature of Representative: Earle W. Shiveley

Name of Representative: Earle W. Shiveley

Title of Representative: Manager

Date: 11-18-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Ellis, Ellis and Cupps

Address: 702 West Street

Cassville, MO 65625

Please identify a person to contact for further information:

Name Earle W. Shiveley

Title Manager

Address P.O. Box 307

Cassville, MO 65625

(417) 847-2131

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Barton County Electric Cooperative

Signature of Representative: Jim R. Fanning

Name of Representative: Jim R. Fanning

Title of Representative: General Manager

Date: November 7, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name Jim R. Fanning

Title General Manager

Address Barton County Electric Cooperative

P. O. Box 398, Lamar, Missouri 64759

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Jim R. Fanning

Address: Barton County Electric Cooperat
P.O. Box 398
Lamar, Missouri 64759

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Central Illinois Public Service Compa Successor Company of: Illinois Electric & Gas Company
Signature of Representative: X	G. W. Moorman
Name of Representative:	G. W. Moorman
Title of Representative:	Vice President-Power Supply
Date:	November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Central Illinois Public Service Compa
Address:	Post Office Box 331
	700 Jersey
	Quincy, Illinois 62306
	Attn: Area Superintendent

Please identify a person to contact for further information:

Name	Donald L. Richardson
Title	Land Supervisor
Address	Central Illinois Public Service Company
	607 East Adams
	Springfield, Illinois 62739

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Chevron Chemical Company

Signature of Representative: John D. Wolff for Mark D. Keller

Name of Representative: Mark D. Keller

Title of Representative: Manager, Superfund and Waste Management

Date: 11-14-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): CT Corporation System

Address: 906 Olive Street

St. Louis, Missouri 63101

Please identify a person to contact for further information:

Name John D. Wolff

Title Superfund and Waste Management Specialist

Address 575 Market Street, Room 3880

San Francisco, CA 94105

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: *Citizens Electric Corporation*

Signature of Representative: Robert G. Smith

Name of Representative: *Robert G. Smith*

Title of Representative: *Vice President/General Manager*

Date: *October 25, 1991*

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): *Todd R. Decker*

Address: *Citizens Electric Corporation*
150 Merchant Street
Ste. Genevieve, MO 63670

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Citizens Utilities Company

Signature of Representative: _____

Name of Representative: James P. Avery

Title of Representative: Vice President, Electric

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Ronald E. Walsh

Address: Assistant Secretary
Citizens Utilities Company
High Ridge Park
Stamford, CT 06905

Please identify a person to contact for further information:

Name Ronald E. Walsh

Title Assistant Secretary

Address Citizens Utilities Company
High Ridge Park
Stamford, CT 06905

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City of Cabool

Signature of Representative: Edwin Hardy

Name of Representative: Edwin Hardy

Title of Representative: Mayor

Date: June 19, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Michael MacPherson

Address: 618 Main Street

Cabool, Missouri 65689

Please identify a person to contact for further information:

Name Michael MacPherson

Title City Administrator

Address 618 Main Street

Cabool, Missouri 65689

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	City of Fredericktown
Signature of Representative:	Willard R. LaPlant
Name of Representative:	Willard R. LaPlant
Title of Representative:	Mayor
Date:	10-15-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Lynn Royer, City Clerk
Address:	City of Fredericktown
	120 West Main Street
	Fredericktown, MO 63645

Please identify a person to contact for further information:

Name	Bob Smith
Title	Electric Service Manager
Address	120 West Main Street
	Fredericktown, MO 63645

SIGNATURE PAGE FOR *SETTLING DEFENDANTS*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	City of Jackson
Signature of Representative:	Carlton H Meyer
Name of Representative:	Carlton Meyer
Title of Representative:	Mayor
Date:	November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Carlton Meyer
Address:	City Hall
	225 South High Street
	Jackson, MO 63755

Please identify a person to contact for further information:

Name	Carl Talley
Title	City Administrator
Address	225 South High Street
	Jackson, MO 63755

SIGNATURE PAGE FOR ~~SETTLING DEFENDANTS~~

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ~~Settling Defendant~~.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: COSTAIN COAL, INC., a Delaware Corp. successor to Pyro Mining Company

Signature of Representative: [signature]

Name of Representative: Catherine A. Behrens

Title of Representative: Attorney

Date: 9-25-92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): C. T. Corp.

Address: 1102 Kentucky Home Life Bldg.
239 South Fifth
Louisville, KY 40202

Please identify a person to contact for further information:

Name: Vanessa Burge

Title: Attorney

Address: WYATT, TARRANT & COMBS
Lexington Financial Center
Lexington, KY 40507

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Pyro Mining Company

Signature of Representative: P. Ron Siler

Name of Representative: P. Ron Siler

Title of Representative: President

Date: 11/18/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): C. T. Corporation

Address: 1102 Kentucky Home Life Bldg.

Louisville, KY 40202

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Catherine A. Behrens

Address: Pyro Mining Company
P.O. Box 267
Sturgis, Kentucky 42459

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: E. I Du Pont

Signature of Representative: W J Lawrence

Name of Representative: W J LAWRENCE

Title of Representative: Business Program Manager

Date: 11/20/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): C T Corporation System

Address: 350 N. St. Paul Street
Dallas, TX 75201

Please identify a person to contact for further information:

Name: Charles J. Hunter

Title: Counsel - Environment Grp

Address: Du Pont Company
1007 Market Street
Legal - D-7154
Wilmington, DE 19898

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Evansville Electric & Mfg. Co. INC.

Signature of Representative: John G. Mathias Jr

Name of Representative: John G. Mathias, Jr.

Title of Representative: President

Date: November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Mr. Stephen Cherry

Address: Sommer & Barnard
400 Bank One Tower
111 Monument Circle
P.O. Box 44363
Indianapolis, IN 46244-0363

Please identify a person to contact for further information:

Name John G. Mathias, Jr.

Title President

Address 600 W. Eichel Avenue
P.O. Box 4717
Evansville, IN 47724

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Farmers' Electric Cooperative, Inc.

Signature of Representative: Dan Bryan

Name of Representative: Dan Bryan

Title of Representative: General Manager

Date: October 24, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name Marion Harter

Title Executive Assistant

Address c/o Farmers' Electric Coop., Inc.

P. O. Box 680, Chillicothe MO 64601

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Farmer's Electric Cooperative, Inc.

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Ellen Goldman, Esq.

Address: Stinson, Mag, Fizzell, et al.
2901 Walnut, Suite 2800
Kansas City, Missouri 64106

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Florida Power Corporation

Signature of Representative: R. W. Neiser

Name of Representative: R. W. Neiser

Title of Representative: Senior Vice President

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Patricia A. Brown A5D

Address: 3201 Thirty-fourth Street South

St. Petersburg, FL 33711

Registered Agent

Please identify a person to contact for further information:

Name Charles F. Reischmann A5D

Title Assistant Counsel

Address Post Office Box 14042

St. Petersburg, FL 33733

(813) 866-5787

SIGNATURE PAGE FOR *SETTLING DEFENDANTS*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Freeman United Coal Mining Co.
Signature of Representative:	Walter A. Gregory
Name of Representative:	Walter A. Gregory
Title of Representative:	President
Date:	July 14, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Richard R. Elledge
Address:	Gould & Ratner
	Eighth Floor
	222 N. La Salle Street
	Chicago, Illinois 60601-1086

Please identify a person to contact for further information:

Name	Steven M. Bishoff
Title	Manager of Environmental Engineering
Address	P.O. Box 100, Route 37 North
	West Frankfort, Illinois 62896

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Hancock County REMC

Signature of Representative: Philip D. Hunt

Name of Representative: Philip D. Hunt

Title of Representative: President, Board of Directors

Date: October 28, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Warren D. Krebs

Address: Parr, Richey, Obremskey & Morton
1600 Market Tower
10 W. Market Street
Indianapolis, IN. 46204-2970

Please identify a person to contact for further information:

Name: Gene Ruesch

Title: General Manager

Address: P.O. Box 188
Greenfield, IN. 46140

SIGNATURE PAGE FOR *SETTLING DEFENDANTS*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	IMCERA Group Inc.
Signature of Representative:	
Name of Representative:	Douglas K. Larsen
Title of Representative:	Vice President, Environment & Saf
Date:	June 25, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	KENNETH J. BURNS, JR.
Address:	IMCERA Group Inc. 2315 Sanders Road
	Northbrook, IL 60062

Please identify a person to contact for further information:

Name	Howard E. Post, Esq.
Title	IMCERA Group Inc. Chief Environmental Counsel
Address	IMCERA Group Inc. 2315 Sanders Road
	Northbrook, IL 60062

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: KAGMO ELECTRIC

Signature of Representative: [signature]

Name of Representative: TOM FROEMSDORF

Title of Representative: PRESIDENT

Date: 11.22.91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): JAMES W CHILDRESS

Address: SUITE 400 PENNSYLVANIA BLDG
217 NORTH 10TH STREET
ST LOUIS, MO. 63101-2003

Please identify a person to contact for further information:

Name BLAKE MILLER

Title VICE-PRESIDENT

Address PO BOX 556
CAPE GIRARDEAU, MO
63701

SIGNATURE PAGE FOR SETTLING DEFENDANTS

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a *Settling Defendant*.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Kamo Electric Motor Co.

Signature of Representative: [signature]

Name of Representative: Tom Froemsdorf

Title of Representative: President

Date: 2/27/92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): James W. Childress

Address: 217 North 10th Street
Suite 400
St. Louis, MO 63101

Please identify a person to contact for further information:

Name: Mr. Tom Froemsdorf

Title: President

Address: 2351 Rust Avenue, P.O. Box 556
Cape Girardeau, MO 63701

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: KAISER ALUMINUM & CHEMICAL CORPORATION

Signature of Representative: J. A. Moore

Name of Representative: J. A. Moore

Title of Representative: Vice President

Date: November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Charles B. Brown

Address: Assistant General Counsel
Kaiser Aluminum & Chemical Corporation
300 Lakeside Drive, Room 2020
Oakland, CA 94643

Please identify a person to contact for further information:

Name: Charles B. Brown

Title: Assistant General Counsel
Kaiser Aluminum & Chemical Corporation

Address: 300 Lakeside Drive, Room 2020
Oakland, CA 94643

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Menard Electric Cooperative
Signature of Representative:	Warren D. Goetsch
Name of Representative:	Warren D. Goetsch
Title of Representative:	President
Date:	October 22, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Warren D. Krebs
Address:	PARR, RICHEY, OBREMSKEY & MORTON
	1600 Market Tower
	Ten West Market Street
	Indianapolis, IN 46204-2970

Please identify a person to contact for further information:

Name	Dorland W. Smith
Title	Manager
Address	P. O. Box 279
	Petersburg, IL 62675

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	M.J.M. ELECTRIC COOPERATIVE, INC.
Signature of Representative:	Eldon E Moore
Name of Representative:	Eldon E. Moore
Title of Representative:	Board President
Date:	October 30, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Dennis A. Keiser, Gen. Mgr.
Address:	M.J.M. ELECTRIC COOPERATIVE, INC.
	264 North East Street
	P. O. Box 80
	Carlinville, IL 62626

Please identify a person to contact for further information:

Name	Dennis A. Keiser
Title	General Manager
Address	M.J.M. ELECTRIC COOPERATIVE, INC.
	264 North East St.
	P. O. Box 80
	Carlinville, IL 62626

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Marathon Oil Company

Signature of Representative: [signature]

Name of Representative: R. W. Alcock

Title of Representative: Division Manager

Date: Nov 12, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Ronald L. Andes

Address: Marathon Oil Company
539 South Main Street
Findlay, OH 45840

Please identify a person to contact for further information:

Name Ronald L. Andes

Title Environmental Attorney

Address 539 South Main Street
Findlay, OH 45840

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Mississippi Lime Company

Signature of Representative: [signature]

Name of Representative: William D. Auberry

Title of Representative: Vice President of Operations

Date: November 20, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): William D. Auberry

Address: Mississippi Lime Company
P O Drawer 31
Ste. Genevieve, MO 63670

Please identify a person to contact for further information:

Name William D. Auberry

Title Vice President of Operations

Address P. O. Drawer 31
Ste. Genevieve, MO 63679

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Morgan County R.E.M.C.
Signature of Representative:	
Name of Representative:	R. Nelson Stader
Title of Representative:	President
Date:	October 26, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Warren D. Krebs
Address:	Parr, Richey, Obremskey & Mort
	1600 Market Tower
	Ten West Market Street
	Indianapolis, Indiana 46204-2

Please identify a person to contact for further information:

Name	Kevin D. Sump
Title	General Manager
Address	300 Morton Avenue
	Martinsville, IN 46151

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	New England Power Service Company
Signature of Representative:	Andrew H. Aitken
Name of Representative:	Andrew H. Aitken
Title of Representative:	Vice President, Director of Environmental Affairs
Date:	November 20 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Robert King Wulff
Address:	25 Research Drive
	Westborough MA 01582

Please identify a person to contact for further information:

Name	Craig E. R Jakubowics
Title	Counsel
Address	25 Research Drive
	Westborough MA 01582

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: New-Mac Electric Cooperative, Inc.

Signature of Representative: William Chabot

Name of Representative: William J. Chabot

Title of Representative: Manager

Date: November 12, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Ellen S. Goldman

Address: Stinson, Mag & Fizzell
1201 Walnut Street
P. O. Box 419251
Kansas City, Missouri 64141-6251

Please identify a person to contact for further information:

Name William J. Chabot Or Ellen S. Goldman

Title

Address See Above

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Pemiscot-Dunklin Electric Coop.

Signature of Representative: James E. Scott

Name of Representative: James E. Scott

Title of Representative: Manager

Date: October 24, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): James E. Scott

Address: Pemiscot-Dunklin Electric Coop.
P.O. Box 657
Hayti, Missouri 63851

Please identify a person to contact for further information:

Name James E. Scott

Title Manager

Address P.O. Box 657
Hayti, Missouri 63851

SIGNATURE PAGE FOR *SETTLING DEFENDANTS*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a *Settling Defendant*.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Ralston Purina Company

Signature of Representative: James M. Neville LAF

Name of Representative: James M. Neville

Title of Representative: Secretary, Vice-President and General Counse

Date: 11/18/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Lisa A. Funderburg

Address: Ralston Purina Company,
Checkerboard Square - 9T
St. Louis, MO 63164

Please identify a person to contact for further information:

Name Lisa A. Funderburg

Title Environmental Attorney

Address Ralston Purina Company
Checkerboard Square - 9T
St. Louis, MO 63164
(314) 982-2801

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Richards Electric Motor Co.
Signature of Representative:	Dennis G. Bergman
Name of Representative:	Dennis G. Bergman
Title of Representative:	President
Date:	11-13-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Joseph G. Nassif
Address:	COBURN, CROFT & PUTZELL
	One Mercantile Center, #2900
	St. Louis, MO 63101

Please identify a person to contact for further information:

Name	Joseph G. Nassif
Title	Attorney
Address	One Mercantile Center, #2900
	St. Louis, MO 63101

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Sachs Electric Company

Signature of Representative: [signature]

Name of Representative: Arthur A. Sullivan, Jr.

Title of Representative: Vice President

Date: November 20, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Arthur A. Sullivan, Jr.

Address: 16300 Justus Post Road,
Chesterfield, Missouri 63017

Please identify a person to contact for further information:

Name Arthur A. Sullivan, Jr.

Title Vice President

Address 16300 Justus Post Road
Chesterfield, Missouri 63017

OR

R. Troy Kendrick, Jr.
Attorney for Sachs Electric Company
168 North Meramec Avenue, 4th Fl.
St. Louis, Missouri 63105-3763

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: St. Joe Minerals Corp.

Signature of Representative:

Name of Representative: P. Joseph Trimble

Title of Representative: Vice President

Date: November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Prentiss-Hall Corp. System Inc.

Address: 304 S. High St.

Jefferson City, MO 65101

Please identify a person to contact for further information:

Name Jennifer G. Tolson

Title Senior Counsel

Address 3333 Michelson Drive

Irvine, CA 92730

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Siemens Energy & Automation, Inc.

Signature of Representative: _____

Name of Representative: Kenneth H. Diekroeger

Title of Representative: Vice President, Treasurer & Financial Controller

Date: November 22, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): CT Corporation System

Address: 906 Olive Street

St. Louis, MO 63101

Please identify a person to contact for further information:

Name: Nicholas S. Gibson, Esq.

Title: Counsel

Address: Siemens Energy & Automation, Inc.
P. O. Box 89000
Atlanta, Georgia 30356-9000
(404) 751-2420

SIGNATURE PAGE FOR *SETTLING DEFENDANTS*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Sikeston Board of Municipal Utilities

Signature of Representative: E. R. Inman

Name of Representative: E. R. Inman

Title of Representative: General Manager

Date: 11/13/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name: William R. Bloemer

Title: Assistant Manager/Operations

Address: PO Box 370

Sikeston, MO 63801

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Sikeston Board of Municipal Utilitie

Signature of Representative: E. R. Inman

Name of Representative: E. R. Inman

Title of Representative: General Manager

Date: 11/13/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name William R. Bloemer

Title Assistant Manager/Operations

Address PO Box 370

Sikeston, MO 63801

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): S. R. Inman

Address: Sikeston Board of Municipal U

PO Box 370

Sikeston, MO 63801

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Southern Illinois Electric Coop.

Signature of Representative: Larry Lovell

Name of Representative: Larry Lovell

Title of Representative: General Manager

Date: November 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Larry Lovell

Address: Southern Illinois Electric Coo

P. O. Box 100

Dongola, IL 62926

Please identify a person to contact for further information:

Name Larry Lovell

Title General Manager

Address Southern Illinois Electric Coop.

P. O. Box 100, Dongola, IL 62926

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: SWANSON-NUNN ELECTRIC CO., INC.

Signature of Representative: Jack Buttrum

Name of Representative: Jack Buttrum

Title of Representative: President

Date: November 7, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name David Buttrum

Title Vice President

Address P.O. Box 508

Evansville, IN 47703

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	SWANSON-NUNN ELECTRIC CO., INC
Signature of Representative:	Jack Buttrum
Name of Representative:	Jack Buttrum
Title of Representative:	President
Date:	November 7, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name	David Buttrum
Title	Vice President
Address	P.O. Box 508
	Evansville, IN 47703

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Jack Buttrum, President

Address: Swanson-Nunn Electric Co., Inc.
P.O. Box 508
Evansville, IN 47703

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: The BOC Group, Inc

Signature of Representative: Angelo M. Tarallo

Name of Representative: Angelo M. Tarallo

Title of Representative: Sr. Vice President-Finance

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Patricia E. Fleming

Address: The BOC Group, Inc.
575 Mountain Avenue
Murray Hill, New Jersey 07974

Please identify a person to contact for further information:

Name Patricia E. Fleming, Assistant Secretary & Administrative Attorney

Title The BOC Group, Inc.

Address 575 Mountain Avenue
Murray Hill, New Jersey 07974

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: The Pittsburg and Midway Coal Mining Co.

Signature of Representative: John D. Wolff / for Mark D. Keller

Name of Representative: Mark D. Keller

Title of Representative: Manager, Superfund and Waste Management

Date: 11-14-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): CT Corporation System

Address: 906 Olive Street

St. Louis, Missouri 63101

Please identify a person to contact for further information:

Name: John D. Wolff

Title: Superfund and Waste Management Specialist

Address: 575 Market Street, Room 3880

San Francisco, CA 94105

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Toastmaster Inc.

Signature of Representative: Daniel J. Stubler

Name of Representative: Daniel J. Stubler

Title of Representative: President

Date: 11/21/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name Larry J. Clark

Title Director, Safety and Environment

Address 1801 N. Stadium Blvd.

Columbia, MO 65202

SIGNATURE PAGE FOR *SETTLING DEFENDANTS*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Larry J. Clark

Address: Toastmaster Inc.
1801 North Stadium
Columbia, MO 65201-1330

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR *SETTLING DEFENDANTS*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a *Settling Defendant*.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Union Electric Company
Signature of Representative:	W E Cornelius
Name of Representative:	W. E. Cornelius
Title of Representative:	Chairman and Chief Executive Officer
Date:	November 8, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	William E. Jaudes
Address:	Vice President and General Counsel Union Electric Company Code 1300 P. O. Box 149 St. Louis, MO 63166

Please identify a person to contact for further information:

Name	Thomas E. Siedhoff
Title	Manager - Environmental Services
Address	Code 602 P. O. Box 149 St. Louis, MO 63166

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Wayne-White Counties Electric Cooperative

Signature of Representative: x Jerry Carter

Name of Representative: Jerry Carter

Title of Representative: Chairman, Board of Directors

Date: October 22, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Warren D. Krebs, Esq.

Address: Parr, Richey, Obremskey & Morton
121 Monument Circle
Suite 500

Indianapolis, IN 46204

Please identify a person to contact for further information:

Name Dale Warren

Title General Manager

Address P O Drawer E

Fairfield, IL 62837

Paul Hac

SIGNATURE PAGE FOR ***SETTLING DEFENDANTS***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Wayne County REMC
Signature of Representative:	Roland W. Jellison
Name of Representative:	Roland W. Jellison
Title of Representative:	General Manager
Date:	November 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Roland W. Jellison
Address:	%Wayne County REMC
	P.O. Box 638
	1450 N.W. 5th St.
	Richmond, IN 47374

Please identify a person to contact for further information:

Name	Roland W. Jellison
Title	General Manager
Address	P.O. Box 638
	Richmond, IN 47374

APPENDIX F

LIST OF SOIL DE MINIMIS SETTLING DEFENDANTS AND THEIR ALLOCATIONS

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: BULL MOOSE TUBE CO.

Signature of Representative: James E Riley

Name of Representative: JAMES E. RILEY

Title of Representative: VICE PRESIDENT SPECIAL SERVICES

Date: 11/22/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Todd A. MASSA

Address: 16141 North Outer Forty Drive
Chesterfield, Mo.
63017

Please identify a person to contact for further information:

Name JAMES E. RILEY

Title VICE PRESIDENT SPECIAL SERVICES

Address 1819 CLARKSON RD
CHESTERFIELD, MO 63017

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Chase Resorts, Inc.

Signature of Representative:

Name of Representative: Peter N. Brown

Title of Representative: Vice President

Date: November 26, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Chase Resorts, Inc.

Address: P.O. Box 215

Lake Ozark, MO 65049

Please identify a person to contact for further information:

Name Peter N. Brown

Title Vice President

Address Lodge of Four Seasons

Lake Ozark, MO 65049

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	City of Carmi, Illinois
Signature of Representative:	James T. Gaines
Name of Representative:	James T. Gaines
Title of Representative:	Mayor
Date:	November 14, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	David Stanley, Esq. ~~Alphonse McMahon, Esq.~~
Address:	114 S. Walnut ~~Peper, Martin, Jensen, Maichel~~ Carmi, Illinois 62821 ~~and Hetlage~~
	~~720 Olive Street, 24th Floor~~
	~~St. Louis, Missouri 63101~~

Please identify a person to contact for further information:

Name	James T. Gaines
Title	Mayor, City of Carmi
Address	225 East Main St.
	Carmi, IL 62821

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City of Jacksonville, Illinois for City Light and Power

Signature of Representative: [signature]

Name of Representative: Ron Tendick

Title of Representative: Mayor

Date: November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Pauline Newport

Address: City Clerk
City Hall
200 West Douglas
Jacksonville, Illinois 62650

Please identify a person to contact for further information:

Name Marc Dahman

Title Attorney

Address 232 West State Street
Jacksonville, Illinois 62650

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	City of Seymour
Signature of Representative:	
Name of Representative:	Jimmy Crisp
Title of Representative:	Mayor
Date:	October 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Jimmy CRisp
Address:	City of Seymour
	P. O. Box 247
	Seymour, MO 65746

Please identify a person to contact for further information:

Name	Jimmy Crisp
Title	Mayor
Address	P. O. Box 247
	Seymour, MO 65746

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Dugger Electric Equipment Co.

Signature of Representative: Robert E. Hunley

Name of Representative: Robert E. Hunley

Title of Representative: Owner

Date: 11-19-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name Robert E. Hunley

Title owner

Address P.O.Box 128

Dugger, IN 47848

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert E. Hunley

Address: Dugger Electric Equipmener Co.
P.O. Box 128
Dugger, IN 47848

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Electric Plant Board, City of Mayfield, Kentucky d/b/a Mayfield Electric & Water Syste

Signature of Representative: James R. Gooch

Name of Representative: James R. Gooch

Title of Representative: General Superintendent

Date: October 17, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): James R. Gooch

Address: Mayfield Electric & Water Systems
P.O. Box 347
Mayfield, Kentucky 42066

Please identify a person to contact for further information:

Name Same

Title

Address

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Himmelberger Harrison Co., Inc.
Signature of Representative:	
Name of Representative:	Arthur H. Dunkin
Title of Representative:	Secretary-Treasurer
Date:	November 12, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Mr. Sidney J. Silver Silver, Freedman & Taff
Address:	1735 Eye Street, N.W. 11th Floor Washington, D.C. 20006

Please identify a person to contact for further information:

Name	D. Wayne Owens
Title	Corporate Safety Director
Address	239 Rowan Street Salem, Virginia 24153

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Independent Electric Machinery Company

Signature of Representative: David Launder

Name of Representative: David Launder

Title of Representative: President

Date: 12/2/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): David Launder

Address: c/o Independent Electric Machinery Company
300 Southwest Boulevard
P.O. Box 412047
Kansas City, Missouri 64141

Please identify a person to contact for further information:

Name David Launder

Title President, Independent Electric Machinery Company

Address 300 Southwest Boulevard
P.O. Box 412047, Kansas City, Missouri 64141.

Please send copies of all correspondence regarding this matter to Thomas J. Wilcox Spencer Fane Britt & Browne, 1400 Commerce Bank Building, 1000 Walnut Street, Kansas City, Missouri 64106.

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: KOERNER ELECTRIC MOTORS OF INDIANA

Signature of Representative: Frederick R. Koerner

Name of Representative: FREDERICK R. KOERNER

Title of Representative: PRESIDENT

Date: DECEMBER 5, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): COBURN, CROFT & PUTZEL

Address: ONE MERCANTILE CENTER
SUITE 2900
ST. LOUIS, MO. 63101-1686

Please identify a person to contact for further information:

Name JOE NASSIF

Title ATTORNEY

Address ONE MERCANTILE CENTER - SUITE 2900
ST. LOUIS, MO. 63101-1686

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Millstone Construction, Inc.,d/ Knobel-Redman Construction Co.
Signature of Representative:	I. E. Millstone
Name of Representative:	I. E. Millstone
Title of Representative:	President
Date:	

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Jay L. Levitch, Esq.
Address:	The Stolar Partnership
	911 Washington Avenue, 7th Fl.
	St. Louis, Missouri 63101
	(314) 231-2800

Please identify a person to contact for further information:

Name	Jay L. Levitch, Esq.
Title	Attorney
Address	911 Washington Avenue, 7th Fl.
	St. Louis, Missouri 63101

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	MOBIL OIL CORPORATION
Signature of Representative:	Robert J. Brenner
Name of Representative:	ROBERT J. BRENNER
Title of Representative:	MANAGER, SUPERFUND RESPONSE GROUP
Date:	NOVEMBER 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	PRENTICE HALL SYSTEMS, INC.
Address:	222 E. DUNKLIN STREET
	JEFFERSON CITY, MO. 65101

Please identify a person to contact for further information:

Name	J. G. ZABAGA
	MOBIL OIL CORPORATION
Address	P. O. BOX 1039
	PRINCETON, NJ 08543

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Mt. Carmel Public Utility Co.
Signature of Representative:	Philip Barnhard IV
Name of Representative:	Philip Barnhard IV
Title of Representative:	President
Date:	October 16, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Philip Barnhard IV
Address:	Mt. Carmel Public Utility Co. 316 Market Street Mt. Carmel, IL. 62863

Please identify a person to contact for further information:

Name	Eric Bramlet
Title	Counsel
Address	316½ Market St. Mt. Carmel, IL 62863

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Pet Incorporated
Signature of Representative:	William F. Sutter
Name of Representative:	William F. Sutter
Title of Representative:	Vice President
Date:	November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	William F. Sutter
Address:	Pet Incorporated
	400 South Fourth Street
	St. Louis, MO 63102

Please identify a person to contact for further information:

Name	Richard A. Keffer
Title	Assistant General Counsel
Address	400 South Fourth Street
	St. Louis, MO 63102

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	St. Louis Steel Casting Inc.
Signature of Representative:	Christian B. Peper, Jr.
Name of Representative:	Christian B. Peper, Jr.
Title of Representative:	Chairman
Date:	November 20, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Christian B. Peper, Jr.
Address:	c/o Bertram and Peper, P.C.
	818 Olive Street, Suite 1010
	St. Louis, Missouri 63101-1545

Please identify a person to contact for further information:

Name	Rex A. Bertram, Esq.
Title	Attorney
Address	818 Olive Street, Suite 1010
	St. Louis, Missouri 63101-1545
	(314) 621-1988

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Scott-New Madrid-Mississippi Electric

Signature of Representative: Reuben L. Jeane

Name of Representative: Reuben L. Jeane

Title of Representative: General Manager

Date: November 6, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Reuben L. Jeane

Address: P.O. Box 520

Sikeston Mo 63801

Please identify a person to contact for further information:

Name Reuben L. Jeane

Title General Manager

Address Scott-New Madrid-Miss. E.C.

P.O. Box 520, Sikeston MO 63801

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	TIPMONT RURAL ELECTRIC MEMBERSHIP CORPORATION
Signature of Representative:	Larry E. Carlson
Name of Representative:	Larry E. Carlson
Title of Representative:	President
Date:	November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Warren D. Krebs, Esq.
Address:	PARR, RICHEY, OBREMSKEY & MORTON
	1600 Market Tower
	Ten West Market Street
	Indianapolis, Indiana 46204

Please identify a person to contact for further information:

Name	William M. Erickson
Title	General Manager of Tipmont REMC
Address	Post Office Box 20
	Linden, Indiana 47955-0020

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Vaughn Electric Company, Inc.

Signature of Representative:

Name of Representative: Steven T. Vaughn

Title of Representative: President

Date: October 29,1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Steven T. Vaughn

Address: P.O. Box 669

Union City, Tn. 38261

Please identify a person to contact for further information:

Name Steven T. Vaughn

Title President

Address P.O. Box 669

Union City, Tn. 38261

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Westinghouse Electric Corporation
Signature of Representative:	Jack W. Fisch
Name of Representative:	Jack W. Fisch
Title of Representative:	Manager - Corporate Environmental Activities
Date:	November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Thomas C. Gricks, III
Address:	Westinghouse Electric Corporation
	Westinghouse Building
	Gateway Center
	Pittsburgh, PA 15222

Please identify a person to contact for further information:

Name	Jack W. Fisch
Title	Manager - Corporate Environmental Activities
Address	Westinghouse Electric Corporation
	Pittsburgh, PA 15222

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Whirlpool Corporation
Signature of Representative:	
Name of Representative:	John Stansbury
Title of Representative:	Senior Counsel
Date:	November 14, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John Stansbury

Address: Whirlpool Corporation
2000 U.S. 33 North
Benton Harbor, MI 49022

Please identify a person to contact for further information:

Name John Stansbury

Title Legal Counsel

Address 2000 U.S. 33 North
Benton Harbor, MI 49022
616/926-5014

SIGNATURE PAGE FOR ***SOIL DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Zeller Electric, Inc.
Signature of Representative:	
Name of Representative:	Gary S. Uthoff
Title of Representative:	Attorney
Date:	3-24-92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Gary S. Uthoff
Address:	906 Olive, Suite 300
	St. Louis, Missouri 63101

Please identify a person to contact for further information:

Name	Gary S. Uthoff
Title	Attorney
Address	906 Olive, Suite 300
	St. Louis, Missouri 63101

PAYMENT AMOUNTS FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "NEW SITE TRUST FUND" (A-B)	* OPTIONAL * PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
A & C SALVAGE	3	0.001647525	$84,314.11	$0.00	$84,314.11	$1,832.76
ABERNATHY WELDING SHOP	3	0.000029542	$4,000.00	$0.00	$4,000.00	$32.86
ABSORBENT CLAY PRODUCTS, INC.	2	0.000002711	$2,000.00	$1,000.00	$1,000.00	$3.02
ACME ELECTRIC CO., INC.	3	0.000162375	$8,309.75	$0.00	$8,309.75	$180.63
ALLEN TRANSFORMER	3	0.000992081	$50,770.96	$0.00	$50,770.96	$1,103.62
ALLIED-SIGNAL INC. (for ALLIED CHEMICAL fka MINERVA OIL)	1	0.000717609	$18,904.21	$1,406.07	$17,498.14	$798.29
ALUMINUM COMPANY OF AMERICA (WARRICK OPERATIONS)	1	0.000186864	$4,922.61	$1,000.00	$3,922.61	$207.87
AMERICAN CHARCOAL COMPANY (MICHIGAN)	2	0.000097933	$3,390.53	$1,000.00	$2,390.53	$108.94
AMERICAN FAMILY BROADCAST GROUP, INC. (for KFVS-TV)						
AMERICAN STEEL FOUNDRIES/DIV. AMSTED INDUS.	3	0.002562236	$131,125.55	$0.00	$131,125.55	$2,850.31
ARA SERVICES, INC. (FRANKLIN COUNTY COAL)	1	0.000268030	$7,060.79	$1,000.00	$6,060.79	$298.16
ARCH OF ILLINOIS, INC.	1	0.000263820	$6,949.91	$0.00	$6,949.91	$293.48
ARIENS COMPANY	2	0.000565841	$19,589.93	$1,108.70	$18,481.23	$629.46
ATLAS PLASTICS CORP.	3	0.000507124	$25,952.71	$0.00	$25,952.71	$564.14
A. E. BIRK & SON	3	0.000525192	$26,877.37	$0.00	$26,877.37	$584.24
A. P. GREEN INDUSTRIES, INC.	1	0.000021691	$1,500.00	$1,000.00	$500.00	$24.13
B & D ELECTRIC, INC.	3	0.001740664	$89,080.61	$0.00	$89,080.61	$1,936.37
BARRY ELECTRIC COOPERATIVE	1	0.000764309	$20,134.42	$2,500.00	$17,634.42	$850.24
BARTON COUNTY ELECTRIC COOPERATIVE	1	0.003657910	$96,361.48	$7,655.78	$88,705.70	$4,069.17
BEAZER EAST, INC. (fka KOPPERS)	1	0.000448777	$11,822.27	$1,000.00	$10,822.27	$499.23
BELCHER ELECTRIC, INC.	2	0.000021691	$2,000.00	$1,000.00	$1,000.00	$24.13
BELL-AIRE (MUNICIPAL AIRPORT)	3	0.000028241	$4,000.00	$0.00	$4,000.00	$31.42
BEYER CRUSHED STONE	2	0.001351319	$46,783.96	$1,323.88	$45,460.08	$1,503.25
BILL SIMMONS	3	0.000020996	$4,000.00	$0.00	$4,000.00	$23.36
BLACK RIVER ELECTRIC COOPERATIVE	1	0.001092334	$28,775.71	$2,140.30	$26,635.41	$1,215.15
BLUE DIAMOND COAL COMPANY	3	0.000532502	$27,251.45	$0.00	$27,251.45	$592.37
BOBBY G. CLARK & SONS DRILLING CO.	3	0.000098041	$5,017.37	$0.00	$5,017.37	$109.06
BOONE ELECTRIC COOPERATIVE	1	0.000010715	$1,500.00	$1,000.00	$500.00	$11.92
BORDEN, INC.	1	0.000021810	$1,500.00	$0.00	$1,500.00	$24.26
BRIDGESTONE/FIRESTONE INC. (FIRESTONE STORE)	2	0.000516278	$17,874.02	$1,000.03	$16,873.99	$574.32
BROADWAY TRUCK SALES	3	0.000826973	$42,321.34	$0.00	$42,321.34	$919.95
BROWN & ROOT, INC.	1	0.000093790	$2,470.73	$1,000.00	$1,470.73	$104.33
BULL MOOSE TUBE COMPANY	2	0.002169414	$75,107.18	$7,961.40	$67,145.78	$2,413.32
BUMPA TEL N/K/A SAFETY INDUSTRIES	3	0.000874431	$44,750.11	$0.00	$44,750.11	$972.74
BURLINGTON NORTHERN RAILROAD COMPANY (fka FRISCO RWY.)	2	0.000031256	$2,000.00	$1,000.00	$1,000.00	$34.77
CACHE RIVER LUMBER CO.	3	0.000056959	$4,000.00	$0.00	$4,000.00	$63.36
CAPE ARMATURE CO.	3	0.000008134	$4,000.00	$0.00	$4,000.00	$9.05
CAPE READY MIX	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
CARTER TRANSFORMER	1	0.000914993	$24,103.94	$1,044.75	$23,059.19	$1,017.87
CELOTEX CORPORATION	1	0.003318649	$87,424.21	$2,000.01	$85,424.20	$3,691.77
CENTRAL ILLINOIS PUBLIC SERVICE COMPANY (fka IL. E & G CO.)	1	0.002880674	$75,886.50	$5,926.92	$69,959.58	$3,204.55
CENTRAL MATERIALS CORPORATION	3	0.000019283	$4,000.00	$0.00	$4,000.00	$21.45
CERRO SPAR CORPORATION	3	0.000519097	$26,565.45	$0.00	$26,565.45	$577.46
CHAFFEE GRAIN CO. (INC.)	3	0.000016138	$4,000.00	$0.00	$4,000.00	$17.95
CHASE RESORTS, INC. (LODGE OF FOUR SEASONS)	2	0.001447842	$50,125.67	$1,000.00	$49,125.67	$1,610.62
CHEMETCO, INC.	2	0.000596489	$20,651.03	$1,000.00	$19,651.03	$663.55

PAYMENT AMOUNTS FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	* OPTIONAL * PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
CHESTER R. UPHAM, JR.	2	0.000072880	$2,523.18	$1,000.00	$1,523.18	$81.07
CHEVRON CHEMICAL COMPANY	2	0.000624687	$21,627.26	$2,448.00	$19,179.26	$694.92
CHICAGO ELECTRIC COMPANY	2	0.002769836	$95,894.34	$5,325.76	$90,568.58	$3,081.25
CITIZENS UTILITIES COMPANY	2	0.003008475	$104,156.25	$1,964.90	$102,191.35	$3,346.72
CITY OF CABOOL, MO	2	0.001310801	$45,381.19	$2,599.00	$42,782.19	$1,458.17
CITY OF CAIRO, ILLINOIS	1	0.003857658	$101,623.51	$6,865.37	$94,758.14	$4,291.38
CITY OF CAMPBELL, MO	1	0.000042297	$1,500.00	$1,000.00	$500.00	$47.05
CITY OF CARMI, IL	2	0.001707044	$59,099.47	$3,511.31	$55,588.16	$1,898.97
CITY OF CASEY, IL	1	0.000740948	$19,519.03	$1,566.00	$17,953.03	$824.25
CITY OF CHARLESTON, MO (for HOUSING AUTH.-CHARLESTON, MO)	2	0.000073878	$2,557.73	$1,000.00	$1,557.73	$82.18
CITY OF FARMINGTON, MO	1	0.000595079	$15,676.36	$2,500.00	$13,176.36	$661.98
CITY OF HIGGINSVILLE, MO	2	0.000309936	$10,730.28	$1,000.00	$9,730.28	$344.78
CITY OF HOUSTON, MO	2	0.000294991	$10,212.87	$1,000.00	$9,212.87	$328.16
CITY OF JACKSON, MO	1	0.002996740	$78,944.06	$5,447.01	$73,497.05	$3,333.66
CITY OF JACKSONVILLE, IL (for CITY L & P)	2	0.001657155	$57,372.30	$2,737.50	$54,634.80	$1,843.47
CITY OF JEFFERSON, MO	1	0.000127171	$3,350.12	$1,000.00	$2,350.12	$141.47
CITY OF MADISONVILLE, KY	1	0.000645293	$16,999.15	$1,000.00	$15,999.15	$717.84
CITY OF MALDEN, MO BOARD OF PUBLIC WORKS	3	0.000110426	$5,651.21	$0.00	$5,651.21	$122.84
CITY OF MOUNDS, IL	3	0.000291477	$14,916.71	$0.00	$14,916.71	$324.25
CITY OF MOUNT VERNON, MO	2	0.001178099	$40,786.90	$2,118.71	$38,668.19	$1,310.55
CITY OF OWENSVILLE, MO (for OWENSVILLE MUNICIPAL UTILITIES)	2	0.000634448	$21,965.18	$1,243.12	$20,722.06	$705.78
CITY OF RICHMOND, IN (for RICHMOND POWER & LIGHT)	1	0.000041212	$1,500.00	$1,000.00	$500.00	$45.85
CITY OF SALEM, MO	1	0.000749299	$19,739.02	$2,131.00	$17,608.02	$833.54
CITY OF SEYMOUR, MO	1	0.000292800	$7,713.32	$1,000.00	$6,713.32	$325.72
CITY OF SHELBINA, MO	1	0.000151031	$3,978.66	$1,000.00	$2,978.66	$168.01
CITY OF STEELVILLE, MO	1	0.000466324	$12,284.53	$2,500.00	$9,784.53	$518.75
CITY OF ST. JAMES, MO (for ST. JAMES MUNICIPAL UTILITIES)	1	0.001227184	$32,328.11	$2,404.52	$29,923.59	$1,365.16
CITY OF THAYER, MO	1	0.000160510	$4,228.36	$1,000.00	$3,228.36	$178.56
CITY UTILITIES OF WEST PLAINS, MO	2	0.000713119	$24,688.86	$1,939.66	$22,749.20	$793.30
CLINTON COUNTY ELECTRIC COOPERATIVE, INC.	1	0.000197926	$5,214.03	$1,000.00	$4,214.03	$220.18
COLUMBIA QUARRY CO. dba CHARLES STONE CO.	2	0.000014142	$2,000.00	$1,000.00	$1,000.00	$15.73
CONSOLIDATED ALUMINUM CORPORATION	2	0.000082641	$2,861.10	$1,000.00	$1,861.10	$91.93
CONSOLIDATION COAL COMPANY	1	0.000262272	$6,909.12	$0.00	$6,909.12	$291.76
COOK PAINT AND VARNISH	1	0.000267724	$7,052.76	$0.00	$7,052.76	$297.83
COTTER ELECTRIC CO.	3	0.001457386	$74,583.51	$0.00	$74,583.51	$1,621.24
C. L. MADDOX, INC.	3	0.000096783	$4,952.99	$0.00	$4,952.99	$107.66
DAMSON OIL CORPORATION	2	0.000093139	$3,224.57	$1,000.00	$2,224.57	$103.61
DAVIESS-MARTIN COUNTY REMC	1	0.001055981	$27,818.04	$2,721.61	$25,096.43	$1,174.71
DECATUR INDUSTRIAL ELECTRIC, INC.	1	0.001295604	$34,130.52	$5,699.99	$28,430.53	$1,441.27
DELMARVA POWER & LIGHT COMPANY	1	0.000291477	$7,678.48	$1,000.00	$6,678.48	$324.25
DRON R. ELECTRIC COMPANY	3	0.000139600	$7,144.21	$0.00	$7,144.21	$155.30
DUGGER ELECTRIC EQUIPMENT CO.	1	0.001212804	$31,949.27	$1,188.17	$30,761.10	$1,349.16
DUTCH ELECTRIC	3	0.003651816	$186,886.20	$0.00	$186,886.20	$4,062.39
EAST PERRY LUMBER COMPANY	1	0.000143439	$3,778.67	$1,000.00	$2,778.67	$159.57
EBAUGH REFRIGERATION SERVICES INC.	3	0.000009002	$4,000.00	$0.00	$4,000.00	$10.01
ECRECON, INC.	3	0.000525113	$26,873.30	$0.00	$26,873.30	$584.15

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ELECTRIC MACHINERY	3	0.000620370	$31,748.22	$0.00	$31,748.22	$690.12
ELECTRIC PLANT BOARD, CITY OF MAYFIELD, KY	1	0.000403248	$10,622.90	$1,132.88	$9,490.02	$448.59
ELECTRIC SUPPLY CO. INC.	1	0.000016810	$1,500.00	$1,000.00	$500.00	$18.70
ELECTRIC WORLD, INC.	3	0.001008609	$51,616.81	$0.00	$51,616.81	$1,122.01
EMPIRE ELECTRIC CO., INC.	3	0.000146519	$7,498.31	$0.00	$7,498.31	$162.99
ENGINEERED PLASTICS CORP.	1	0.000997834	$26,286.26	$0.00	$26,286.26	$1,110.02
ERLBACHER GEAR & MACHINE WORKS	3	0.000802311	$41,059.23	$0.00	$41,059.23	$892.51
ESSELTE PENDAFLEX CORPORATION	1	0.000035356	$1,500.00	$1,000.00	$500.00	$39.33
ESSEX GROUP, INC.	1	0.000014424	$1,500.00	$1,006.65	$493.35	$16.05
EVANSVILLE PLATING WORKS INCORPORATED	3	0.000211027	$10,799.56	$0.00	$10,799.56	$234.75
FLANDERS ELECTRIC	3	0.003020983	$154,602.55	$500.00	$154,102.55	$3,360.63
FLORIDA ROCK INDUSTRIES, INC.	1	0.000256555	$6,758.52	$1,000.00	$5,758.52	$285.40
FOX BROTHERS MANUFACTURING, INC.	3	0.000312343	$15,984.56	$0.00	$15,984.56	$347.46
FRANK STEVENS ELECTRIC CO	3	0.002220068	$113,614.70	$300.00	$113,314.70	$2,469.67
FREEMAN UNITED COAL MINING COMPANY	1	0.001331034	$35,063.85	$0.00	$35,063.85	$1,480.68
FRU-CON CONSTR. CORP. fka FRUIN COLNON	3	0.000070646	$4,000.00	$0.00	$4,000.00	$78.59
FULTON COUNTY REMC	1	0.000146866	$3,868.95	$2,500.00	$1,368.95	$163.38
GENERAL CABLE CORPORATION (for PENN CENTRAL CORP.)	2	0.000632300	$21,890.83	$1,238.92	$20,651.91	$703.39
GENERAL ELECTRIC COMPANY	1	0.000265709	$6,999.65	$1,000.00	$5,999.65	$295.58
GENERAL IRON & SALVAGE CO., INC.	3	0.000160510	$8,214.28	$0.00	$8,214.28	$178.56
GERALDINE F. HIRSCH (for KFVS-TV)	1	0.002102353	$55,382.95	$4,119.31	$51,263.64	$2,338.72
GLOW ELECTRIC CO.	3	0.000291737	$14,930.02	$0.00	$14,930.02	$324.54
GOLD FIELDS AMERICAN CORPORATION (fka AMERICAN LIMESTONE CO.)	1	0.000059454	$1,566.21	$3,690.00	($2,123.79)	$66.14
GOTTMAN ELECTRIC	3	0.000140164	$7,173.07	$0.00	$7,173.07	$155.92
GUNTHER-NASH MINING CONSTR. CO.	2	0.000399106	$13,817.41	$2,000.00	$11,817.41	$443.98
H AND H MANUFACTURING CO.	3	0.000053966	$4,000.00	$0.00	$4,000.00	$60.03
HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.	1	0.000544953	$14,355.86	$2,700.00	$11,655.86	$606.22
HANNON ELECTRIC CO.	3	0.000148580	$7,603.76	$0.00	$7,603.76	$165.28
HARRIS TRUCK & TRAILER SALES, INC.	3	0.000033512	$4,000.00	$0.00	$4,000.00	$37.28
HART MFG., DIV. OF MIDLAND BRAKE	2	0.000045593	$2,000.00	$1,000.00	$1,000.00	$50.72
HEVI-DUTY ELECTRIC	3	0.000045398	$4,000.00	$0.00	$4,000.00	$50.50
HILL PLUMBING & HEATING	3	0.000036830	$4,000.00	$0.00	$4,000.00	$40.97
HIMMELBERGER-HARRISON CO., INC.	2	0.000254668	$8,816.86	$1,000.00	$7,816.86	$283.30
HOUSING AUTHORITY OF JOHNSON COUNTY, IL	2	0.000325358	$11,264.20	$1,000.00	$10,264.20	$361.94
HOWELL-OREGON ELECTRIC COOP., INC.	1	0.001197512	$31,546.43	$4,556.21	$26,990.22	$1,332.15
HUNTINGTON ELECTRIC INC	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
H-J ENTERPRISES, INC.	2	0.000816648	$28,273.13	$1,000.00	$27,273.13	$908.46
ILLINOIS DMHDD (ANNA MENTAL HEALTH)	3	0.000008134	$4,000.00	$0.00	$4,000.00	$9.05
IMCERA GROUP, INC.	1	0.003062859	$80,685.88	$0.00	$80,685.88	$3,407.22
IMPERIAL ELECTRIC	3	0.000468515	$23,976.83	$0.00	$23,976.83	$521.19
INDEPENDENT ELECTRIC MACHINERY CO.	2	0.001771308	$61,324.39	$5,300.56	$56,023.83	$1,970.46
INDUSTRIAL MOTOR SERVICE	3	0.000390733	$19,996.24	$0.00	$19,996.24	$434.66
INGRAM BARGE COMPANY	2	0.000022775	$2,000.00	$1,000.00	$1,000.00	$25.34
INTERLAKE PACKAGING CORPORATION	1	0.000470684	$12,399.38	$1,000.00	$11,399.38	$523.60
INTERNATIONAL HAT CO	1	0.000018415	$1,500.00	$1,000.00	$500.00	$20.49
ITT FEDERAL SERVICES CORP. fka FEDERAL ELEC.	2	0.000519097	$17,971.64	$1,017.11	$16,954.53	$577.46

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J & M SURPLUS EQUIPMENT INC.	3	0.000801855	$41,035.92	$0.00	$41,035.92	$892.01
JADER FUEL CO., INC. (for EMPIRE DOCK)	2	0.000529470	$18,330.78	$1,506.62	$16,824.16	$589.00
JAMES F. HIRSCH (for KFVS-TV)						
JEFFERSON SMURFIT CORPORATION (for SHAWNEE WOODCHIPS)	2	0.000262368	$9,083.45	$1,000.00	$8,083.45	$291.87
JIM SMITH CONTRACTING CO., INC.	1	0.001131681	$29,812.23	$2,217.39	$27,594.84	$1,258.92
JIM'S ELECTRIC N/K/A JIMELCO	1	0.001034638	$27,255.78	$1,013.62	$26,242.16	$1,150.96
JOLIET EQUIPMENT CO.	3	0.003719924	$190,371.66	$0.00	$190,371.66	$4,138.16
J. E. BERGER CORP.	3	0.003017650	$154,431.93	$1,049.00	$153,382.93	$3,356.92
J. F. FORD	3	0.000022710	$4,000.00	$0.00	$4,000.00	$25.26
J. PAUL BEHRENS, former owner of HART MFG. CO	3	0.000045593	$4,000.00	$0.00	$4,000.00	$50.72
KAGMO ELECTRIC MOTOR CO.	1	0.003948477	$104,015.96	$8,400.00	$95,615.96	$4,392.40
KASKASKIA CONSTRUCTORS	3	0.002262343	$115,778.16	$0.00	$115,778.16	$2,516.70
KBOA, INC.	2	0.000076047	$2,632.82	$1,000.00	$1,632.82	$84.60
KFMP RADIO	3	0.000217382	$11,124.81	$0.00	$11,124.81	$241.82
KLEIN ARMATURE WORKS, INC.	1	0.000106045	$2,793.57	$1,000.00	$1,793.57	$117.97
KOERNER ELECTRIC MOTORS OF INDIANA INC.	2	0.000312262	$10,810.82	$1,364.21	$9,446.61	$347.37
KOERNER ELECTRIC (ILLINOIS)	1	0.000009945	$1,500.00	$0.00	$1,500.00	$11.06
KOPF ELECTRIC MOTOR SERVICE, INC.	3	0.000059215	$4,000.00	$0.00	$4,000.00	$65.87
LOGAN COUNTY COOPERATIVE POWER AND LIGHT ASSOCIATION, INC.	1	0.000038587	$1,500.00	$1,000.00	$500.00	$42.93
LONE STAR INDUSTRIES, INC.	3	0.000349456	$17,883.84	$200.00	$17,683.84	$388.75
LOWRY ELECTRIC COMPANY	2	0.000629155	$21,781.94	$1,000.00	$20,781.94	$699.89
MADISON MEMORIAL HOSPITAL	3	0.000063206	$4,000.00	$0.00	$4,000.00	$70.31
MAGNETEK INC.	1	0.000540094	$14,227.87	$2,044.68	$12,183.19	$600.82
MAIN BROS. BOX & LUMBER COMPANY INC.	3	0.000393444	$20,135.00	$0.00	$20,135.00	$437.68
MAPS INDUSTRIAL ELECTRIC	3	0.000262368	$13,427.03	$200.00	$13,227.03	$291.87
MARATHON OIL COMPANY	3	0.001067173	$54,613.92	$2,091.00	$52,522.92	$1,187.16
MARION ELECTRIC MOTOR SERVICE CO., INC	3	0.000010303	$4,000.00	$0.00	$4,000.00	$11.46
MARJORIE H. DEIMUND (for KFVS-TV)						
McCARTHY BROTHERS COMPANY	1	0.000067219	$1,770.77	$1,000.00	$770.77	$74.78
MELTON ELECTRIC COMPANY	2	0.000174811	$6,052.16	$1,488.99	$4,563.17	$194.47
METRO EAST SALVAGE	1	0.001037093	$27,320.47	$0.00	$27,320.47	$1,153.69
MFA INCORPORATED	1	0.000071080	$1,872.48	$1,000.00	$872.48	$79.07
MIDWEST DIESEL	2	0.000273170	$9,457.42	$1,000.00	$8,457.42	$303.88
MIDWEST ELECTRIC, INC.	1	0.000014099	$1,500.00	$1,044.01	$455.99	$15.68
MIDWEST IRON & STEEL	3	0.002263340	$115,829.22	$0.00	$115,829.22	$2,517.81
MILLSTONE CONSTRUCTION, INC. (dba KNOBEL-REDMAN CONSTR. CO.)	2	0.001409602	$48,801.75	$1,000.00	$47,801.75	$1,568.08
MISSOURI BARGE LINE COMPANY, INC.	2	0.000031256	$2,000.00	$1,000.00	$1,000.00	$34.77
MISSOURI DRY DOCK AND REPAIR COMPANY, INC.	2	0.000168015	$5,816.83	$1,000.00	$4,816.83	$186.90
MISSOURI PORTLAND CEMENT COMPANY	1	0.001610521	$42,426.46	$3,500.01	$38,926.45	$1,791.59
MJM ELECTRIC COOPERATIVE, INC.	1	0.001821635	$47,987.89	$5,698.78	$42,289.11	$2,026.44
MOBIL OIL CORPORATION	1	0:001250458	$32,941.22	$1,525.75	$31,415.47	$1,391.05
MORGANTOWN ORD. WKS./DIV. PRINCESS COALS, INC	1	0.003457685	$91,086.89	$2,258.32	$88,828.57	$3,846.43
MOUNT CARMEL PUBLIC UTILITY CO.	1	0.000927270	$24,427.36	$2,500.00	$21,927.36	$1,031.52
MUNICIPAL LIGHT & POWER - NEW MADRID	3	0.000490488	$25,101.31	$0.00	$25,101.31	$545.63
NATIONAL WRECKING COMPANY (INC.)	3	0.000755134	$38,644.89	$0.00	$38,644.89	$840.03
NEW MAC ELECTRIC COOPERATIVE, INC.	1	0.002017392	$53,144.77	$5,640.77	$47,504.00	$2,244.21

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NL INDUSTRIES, INC.	1	0.000301411	$7,940.17	$1,000.00	$6,940.17	$335.30
NORTH CENTRAL MISSOURI ELECTRIC COOPERATIVE	1	0.000010303	$1,500.00	$1,000.00	$500.00	$11.46
OLD JUDGE COFFEE CO, DIV. OF C.F.O'N.C. CORP.	2	0.000858944	$29,737.48	$1,000.00	$28,737.48	$955.52
OSCAR C. HIRSCH (for KFVS-TV)						
OTIS ELEVATOR COMPANY	2	0.000197926	$6,852.39	$1,000.00	$5,852.39	$220.18
P W ELECTRONICS	3	0.000048804	$4,000.00	$0.00	$4,000.00	$54.29
PARAGOULD LIGHT & WATER COMMISSION (ARK)	1	0.000582239	$15,338.09	$2,500.00	$12,838.09	$647.70
PAUL OBERMAN AND COMPANY	1	0.001528292	$40,260.28	$2,998.93	$37,261.35	$1,700.12
PEABODY COAL COMPANY	1	0.002560870	$67,461.81	$2,729.65	$64,732.16	$2,848.79
PET INCORPORATED	1	0.001135564	$29,914.51	$2,225.00	$27,689.51	$1,263.24
PHILLIPS PETROLEUM COMPANY	1	0.000777605	$20,484.69	$1,481.68	$19,003.01	$865.03
PLIBRICO COMPANY	2	0.000879030	$30,432.85	$1,000.00	$29,432.85	$977.86
PORKORNY ELECTRIC MOTOR SERVICE	3	0.000004837	$4,000.00	$0.00	$4,000.00	$5.38
PSI ENERGY, INC. (fka PUBLIC SERVICE CO. OF INDIANA)	1	0.000761966	$20,072.71	$1,000.00	$19,072.71	$847.63
PUBLIC ICE SERVICE COMPANY	3	0.000027655	$4,000.00	$0.00	$4,000.00	$30.76
PULASKI COUNTY HOUSING AUTHORITY	2	0.000322690	$11,171.83	$1,000.00	$10,171.83	$358.97
PUROLATOR PRODUCTS NA, INC. (for FACET AUTOMOTIVE)	1	0.000166735	$4,392.36	$2,355.00	$2,037.36	$185.48
QUALITY ELECTRIC	3	0.000133505	$6,832.29	$0.00	$6,832.29	$148.52
QUINCY SOYBEAN COMPANY	2	0.000622073	$21,536.79	$2,432.06	$19,104.73	$692.01
RATHJE ENTERPRISES, INC. (for BODINE ELEC. OF DECATUR, INC.)	2	0.001425609	$49,355.95	$9,506.66	$39,849.29	$1,585.89
RICHARDS ELECTRIC MOTOR CO.	2	0.002298186	$79,565.41	$4,678.74	$74,886.67	$2,556.57
RIVER CITY FOODS NKA BRADY FOODS	3	0.000010715	$4,000.00	$0.00	$4,000.00	$11.92
ROBERT MENZ	3	0.000022710	$4,000.00	$0.00	$4,000.00	$25.26
ROBERT O. HIRSCH (for KFVS-TV)						
ROY G. LETOURNEAU CO	3	0.002781136	$142,328.07	$0.00	$142,328.07	$3,093.82
RURAL ELECTRIC CONVENIENCE COOPERATIVE COMPANY	1	0.000997005	$26,264.40	$2,500.00	$23,764.40	$1,109.10
R. B. POTASHNICK	3	0.000018003	$4,000.00	$0.00	$4,000.00	$20.03
SAC OSAGE ELECTRIC COOPERATIVE, INC.	1	0.001074158	$28,296.88	$2,500.00	$25,796.88	$1,194.93
SACHS ELECTRIC COMPANY	1	0.003845468	$101,302.38	$7,403.41	$93,898.97	$4,277.82
SAM TANKSLEY TRUCKING COMPANY	3	0.000026137	$4,000.00	$0.00	$4,000.00	$29.08
SANDNER ELECTRIC COMPANY	1	0.000137995	$3,635.25	$1,161.18	$2,474.07	$153.51
SCOTT-NEW MADRID-MISSISSIPPI ELECTRIC COOP.	1	0.003750572	$98,802.51	$13,335.90	$85,466.61	$4,172.25
SHELL OIL COMPANY	1	0.000305609	$8,050.77	$0.00	$8,050.77	$339.97
SIKESTON PUBLIC SCHOOLS	3	0.000031256	$4,000.00	$0.00	$4,000.00	$34.77
SKOOG & STUART COAL CO., INC	3	0.000305164	$15,617.14	$0.00	$15,617.14	$339.47
SOUTHEASTERN ELECTRIC	3	0.000106284	$5,439.19	$0.00	$5,439.19	$118.23
SOUTHERN ILLINOIS MATERIALS COMPANY	2	0.000079170	$2,740.96	$1,000.00	$1,740.96	$88.07
SOUTHERN OIL COMPANY	3	0.000056330	$4,000.00	$0.00	$4,000.00	$62.66
STANLEY MUFFLER	3	0.000402034	$20,574.57	$0.00	$20,574.57	$447.23
STATE OF MISSOURI, DEPT. OF MENTAL HEALTH (for SE MO MH CTR.)	1	0.001106325	$29,144.26	$2,167.71	$26,976.55	$1,230.71
STATE OF MISSOURI, SOUTHEAST MISSOURI STATE UNIVERSITY	2	0.000356961	$12,358.32	$1,000.00	$11,358.32	$397.09
STATESVILLE CORRECTION CENTER	3	0.000442487	$22,644.79	$0.00	$22,644.79	$492.24
STEUBEN COUNTY REMC	1	0.000033620	$1,500.00	$2,500.00	($1,000.00)	$37.40
ST. LOUIS STEEL CASTING INC.	1	0.001919611	$50,568.91	$3,841.87	$46,727.04	$2,135.43
ST. LOUIS UNIVERSITY	1	0.000098952	$2,606.73	$1,000.00	$1,606.73	$110.08
SULLIVAN ELECTRIC COMPANY	2	0.000530398	$18,362.89	$1,000.00	$17,362.89	$590.03

PAYMENT AMOUNTS FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	* OPTIONAL * PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
SUMTER ELECTRIC COOPERATIVE, INC.	1	0.000906664	$23,884.52	$1,000.00	$22,884.52	$1,008.60
SWANSON-NUNN ELECTRIC CO., INC	1	0.002272515	$59,865.58	$4,963.20	$54,902.38	$2,528.01
S.D.I. OPERATING PARTNERS L.P. dba PHILIPS & COMPANY	1	0.002255488	$59,417.03	$2,209.70	$57,207.33	$2,509.07
TEAMSTERS LOCAL 688 INS. AND WELFARE FUND	1	0.000175997	$4,636.34	$1,000.00	$3,636.34	$195.78
TEXAS EASTERN PRODUCTS PIPELINE COMPANY	1	0.000752856	$19,832.72	$1,502.84	$18,329.88	$837.50
TEXAS EASTERN TRANSMISSION CORPORATION	1	0.000004056	$1,500.00	$4,542.16	($3,042.16)	$4.51
TEXTRON, INC. (for BURKHART FOAM)	2	0.000110969	$3,841.84	$1,000.00	$2,841.84	$123.44
THE ANNA-JONESBORO WATER COMMISSION	3	0.000056959	$4,000.00	$0.00	$4,000.00	$63.36
THE DOW CHEMICAL COMPANY	1	0.000018936	$1,500.00	$1,000.00	$500.00	$21.06
THE L.E. MYERS CO. GROUP	1	0.000014142	$1,500.00	$1,000.00	$500.00	$15.73
THE UNION COUNTY HOSPITAL DISTRICT	1	0.000278918	$7,347.64	$1,000.00	$6,347.64	$310.28
TIPMONT RURAL ELECTRIC MEMBERSHIP CORPORATION	1	0.003476578	$91,584.58	$7,688.55	$83,896.03	$3,867.45
TOASTMASTER INC.	1	0.002406910	$63,405.98	$1,572.03	$61,833.95	$2,677.52
TODT INDUSTRIAL	3	0.000367763	$18,820.71	$0.00	$18,820.71	$409.11
TOWN OF PARAGON, IN (for PARAGON WATER UTILITIES)	2	0.000097694	$3,382.27	$1,000.00	$2,382.27	$108.68
TROJAN POWDER COMPANY	2	0.003350591	$116,000.67	$3,587.51	$112,413.16	$3,727.30
TUCSON ELECTRIC POWER COMPANY	2	0.001567617	$54,272.40	$1,535.78	$52,736.62	$1,743.86
TUREK ELECTRIC COMPANY, INC.	3	0.000023925	$4,000.00	$0.00	$4,000.00	$26.61
UTILITIES SERVICES, INC. (ARK)	3	0.002832218	$144,942.21	$0.00	$144,942.21	$3,150.64
UTILITY CONSTRUCTION	3	0.000176799	$9,047.93	$0.00	$9,047.93	$196.68
U.S. TRANSFORMER	3	0.001697500	$86,871.64	$0.00	$86,871.64	$1,888.35
VAUGHN ELECTRIC COMPANY, INC.	2	0.000059736	$2,068.10	$1,000.00	$1,068.10	$66.45
VERNON BAGWELL	3	0.001457885	$74,609.05	$0.00	$74,609.05	$1,621.79
VILLAGE OF THEBES, IL	3	0.000042297	$4,000.00	$996.00	$3,004.00	$47.05
WAYNE COUNTY REMC	1	0.002905423	$76,538.46	$10,011.98	$66,526.48	$3,232.08
WEBSTER COUNTY COAL	1	0.001333967	$35,141.10	$2,613.75	$32,527.35	$1,483.94
WEST LAKE QUARRY & MATERIAL COMPANY	3	0.000009002	$4,000.00	$0.00	$4,000.00	$10.01
WESTINGHOUSE ELECTRIC CORPORATION	1	0.001510289	$39,786.02	$3,900.00	$35,886.02	$1,680.09
WESTVACO CORPORATION	3	0.000061276	$4,000.00	$0.00	$4,000.00	$68.16
WETTERAU INC.	1	0.000069475	$1,830.19	$1,000.00	$830.19	$77.29
WHIRLPOOL CORPORATION	1	0.001205993	$31,769.85	$1,181.50	$30,588.35	$1,341.58
WILLARD AUSTIN	3	0.000009847	$4,000.00	$0.00	$4,000.00	$10.95
WILLIAM HORN	3	0.000098952	$5,064.00	$0.00	$5,064.00	$110.08
WILLIAMSON COAL COMPANY	3	0.001605098	$82,142.88	$0.00	$82,142.88	$1,785.56
WINDSOR PLASTICS	1	0.000697938	$18,386.01	$0.00	$18,386.01	$776.41
WRIGHT ELECTRIC CONTRACTING	3	0.000175129	$8,962.45	$0.00	$8,962.45	$194.82
ZELLER ELECTRIC, INC.	2	0.000721296	$24,971.96	$1,413.30	$23,558.66	$802.39

COST OF SOIL REMEDIATION PLUS GROUNDWATER DESIGN	=	$15,304,186.50
EPA'S PAST RESPONSE COSTS	=	$1,112,430.17
EPA'S FUTURE RESPONSE COSTS	=	$1,251,090.50
MEWSC EXPENSES THROUGH 10/31/91	=	$1,510,397.73

PAYMENT AMOUNTS FOR SOIL DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
A & C SALVAGE	3	0.001647524	$84,314.11	$0.00	$84,314.11	$1,832.76
ABERNATHY WELDING SHOP	3	0.000029542	$4,000.00	$0.00	$4,000.00	$32.86
ABSORBENT CLAY PRODUCTS	2	0.000002711	$2,000.00	$1,000.00	$1,000.00	$3.02
ACME ELECTRIC COMPANY	3	0.000162375	$8,309.75	$0.00	$8,309.75	$180.63
ALLEN TRANSFORMER	3	0.000992080	$50,770.96	$0.00	$50,770.96	$1,103.62
ALLIED-SIGNAL for ALLIED CHEM fka MINERVA OIL	1	0.000717609	$18,904.21	$1,406.07	$17,498.14	$798.29
ALUMINUM CO. OF AMERICA-WARRICK OPERATIONS	1	0.000186863	$4,922.61	$1,000.00	$3,922.61	$207.87
AMERICAN CHARCOAL COMPANY (MICHIGAN)	2	0.000097932	$3,390.53	$1,000.00	$2,390.53	$108.94
AMERICAN LIMESTONE	1	0.000059453	$1,566.21	$3,690.00	($2,123.79)	$66.14
AMERICAN STEEL FOUNDRIES/DIV. AMSTED INDUS.	3	0.002562235	$131,125.55	$0.00	$131,125.55	$2,850.31
ANNA-JONESBORO WATER COMMISSION	3	0.000056959	$4,000.00	$0.00	$4,000.00	$63.36
ARA SERVICES, INC. (FRANKLIN COUNTY COAL)	1	0.000268029	$7,060.79	$1,000.00	$6,060.79	$298.16
ARIENS CO.	2	0.000565840	$19,589.93	$1,108.70	$18,481.23	$629.46
ATLAS PLASTICS CORP.	3	0.000507124	$25,952.71	$0.00	$25,952.71	$564.14
A. E. BIRK & SON	3	0.000525192	$26,877.37	$0.00	$26,877.37	$584.24
A. P. GREEN	1	0.000021690	$1,500.00	$1,000.00	$500.00	$24.13
B & D ELECTRIC, INC.	3	0.001740664	$89,080.61	$0.00	$89,080.61	$1,936.37
BARRY COUNTY ELECTRIC COOP	1	0.000764308	$20,134.42	$2,500.00	$17,634.42	$850.24
BARTON COUNTY ELECTRIC COOPERATIVE	1	0.003657910	$96,361.48	$7,655.78	$88,705.70	$4,069.17
BEAZER EAST, INC. fka KOPPERS	1	0.000448776	$11,822.27	$1,000.00	$10,822.27	$499.23
BELCHER ELECTRIC COMPANY	2	0.000021690	$2,000.00	$1,000.00	$1,000.00	$24.13
BELL-AIRE (MUNICIPAL AIRPORT)	3	0.000028241	$4,000.00	$0.00	$4,000.00	$31.42
BEYER CRUSHED STONE	2	0.001351319	$46,783.96	$1,323.88	$45,460.08	$1,503.25
BILL SIMMONS	3	0.000020996	$4,000.00	$0.00	$4,000.00	$23.36
BLACK RIVER ELECTRIC COOP	1	0.001092334	$28,775.71	$2,140.30	$26,635.41	$1,215.15
BLUE DIAMOND COAL COMPANY	3	0.000532502	$27,251.45	$0.00	$27,251.45	$592.37
BOARD OF PUBLIC WORKS - MALDEN, MO	3	0.000110426	$5,651.21	$0.00	$5,651.21	$122.84
BOBBY G. CLARK & SONS DRILLING CO.	3	0.000098041	$5,017.37	$0.00	$5,017.37	$109.06
BODINE ELECTRIC OF DECATUR, INC.	2	0.001425609	$49,355.95	$9,506.66	$39,849.29	$1,585.89
BOONE ELECTRIC	1	0.000010715	$1,500.00	$1,000.00	$500.00	$11.92
BRIDGE, MARION (FKA ARBUCKLE ELECTRIC INC.)	3	0.000409408	$20,951.98	$0.00	$20,951.98	$455.44
BRIDGESTONE/FIRESTONE INC. (FIRESTONE STORE)	2	0.000516277	$17,874.02	$1,000.03	$16,873.99	$574.32
BROADWAY TRUCK SALES	3	0.000826972	$42,321.34	$0.00	$42,321.34	$919.95
BROWN & ROOT	1	0.000093789	$2,470.73	$1,000.00	$1,470.73	$104.33
BULL MOOSE TUBE COMPANY 11-22-91	2	0.002627394	$90,962.88	$7,961.40	$83,001.48	$2,922.79
BUMPA TEL N/K/A SAFETY INDUSTRIES	3	0.000874431	$44,750.11	$0.00	$44,750.11	$972.74
BURLINGTON NORTHERN R.R. CO. fka FRISCO RWY.	2	0.000031256	$2,000.00	$1,000.00	$1,000.00	$34.77
CACHE RIVER LUMBER CO.	3	0.000056959	$4,000.00	$0.00	$4,000.00	$63.36
CAIRO PUBLIC UTILITY COMMISSION	1	0.003857658	$101,623.51	$6,865.37	$94,758.14	$4,291.38
CAPE ARMATURE CO.	3	0.000008133	$4,000.00	$0.00	$4,000.00	$9.05

PAYMENT AMOUNTS FOR SOIL DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

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CAPE READY MIX	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
CARTER TRANSFORMER	1	0.000914992	$24,103.94	$1,044.75	$23,059.19	$1,017.87
CELOTEX CORPORATION	1	0.003318649	$87,424.21	$2,000.01	$85,424.20	$3,691.77
CENTRAL MATERIALS CORPORATION	3	0.000019282	$4,000.00	$0.00	$4,000.00	$21.45
CERRO SPAR CORPORATION	3	0.000519097	$26,565.45	$0.00	$26,565.45	$577.46
CHAFFEE GRAIN CO. (INC.)	3	0.000016137	$4,000.00	$0.00	$4,000.00	$17.95
CHARLES STONE CO. (COLUMBIA QUARRY CO.)	2	0.000014142	$2,000.00	$1,000.00	$1,000.00	$15.73
CHASE RESORTS, INC. (LODGE OF FOUR SEASONS)	2	0.001447842	$50,125.67	$1,000.00	$49,125.67	$1,610.62
CHEMETCO, INC.	2	0.000596489	$20,651.03	$1,000.00	$19,651.03	$663.55
CHEVRON CHEMICAL COMPANY	2	0.000624686	$21,627.26	$2,448.00	$19,179.26	$694.92
CHICAGO ELECTRIC COMPANY	2	0.002769835	$95,894.34	$5,325.76	$90,568.58	$3,081.25
CITIZENS UTILITIES COMPANY	2	0.003008474	$104,156.25	$1,964.90	$102,191.35	$3,346.72
CITY LIGHT & WATER - PARAGOULD, ARK	1	0.000582238	$15,338.09	$2,500.00	$12,838.09	$647.70
CITY OF CABOOL, MO	2	0.001310801	$45,381.19	$2,599.00	$42,782.19	$1,458.17
CITY OF CAMPBELL, MO	1	0.000042296	$1,500.00	$1,000.00	$500.00	$47.05
CITY OF CARMI, IL 11-14-91	2	0.001707043	$59,099.47	$3,511.31	$55,588.16	$1,898.97
CITY OF CASEY, IL	1	0.000740948	$19,519.03	$1,566.00	$17,953.03	$824.25
CITY OF FARMINGTON, MO	1	0.000595079	$15,676.36	$2,500.00	$13,176.36	$661.98
CITY OF HOUSTON, MO	2	0.000294991	$10,212.87	$1,000.00	$9,212.87	$328.16
CITY OF JACKSON, MO	1	0.002996740	$78,944.06	$5,447.01	$73,497.05	$3,333.66
CITY OF JACKSONVILLE, IL for CITY L & P 11-19-91	2	0.001657155	$57,372.30	$2,737.50	$54,634.80	$1,843.47
CITY OF JEFFERSON, MO	1	0.000127171	$3,350.12	$1,000.00	$2,350.12	$141.47
CITY OF MADISONVILLE, KY	1	0.000645292	$16,999.15	$1,000.00	$15,999.15	$717.84
CITY OF MOUNDS, IL	3	0.000291477	$14,916.71	$0.00	$14,916.71	$324.25
CITY OF MOUNT VERNON, MO	2	0.001178098	$40,786.90	$2,118.71	$38,668.19	$1,310.55
CITY OF SALEM, MO	1	0.000749298	$19,739.02	$2,131.00	$17,608.02	$833.54
CITY OF SEYMOUR, MO 10-18-91	1	0.000292800	$7,713.32	$1,000.00	$6,713.32	$325.72
CITY OF SHELBINA, MO	1	0.000151031	$3,978.66	$1,000.00	$2,978.66	$168.01
CITY OF STEELVILLE, MO	1	0.000466324	$12,284.53	$2,500.00	$9,784.53	$518.75
CITY OF THAYER, MO	1	0.000160509	$4,228.36	$1,000.00	$3,228.36	$178.56
CITY UTILITIES OF WEST PLAINS, MO	2	0.000713119	$24,688.86	$1,939.66	$22,749.20	$793.30
CLINTON COUNTY ELECTRIC COOPERATIVE	1	0.000197926	$5,214.03	$1,000.00	$4,214.03	$220.18
CONSOLIDATED ALUMINUM	2	0.000082640	$2,861.10	$1,000.00	$1,861.10	$91.93
COTTER ELECTRIC CO.	3	0.001457385	$74,583.51	$0.00	$74,583.51	$1,621.24
C. L. MADDOX, INC.	3	0.000096783	$4,952.99	$0.00	$4,952.99	$107.66
DAMSON OIL CORPORATION	2	0.000093139	$3,224.57	$1,000.00	$2,224.57	$103.61
DAVIESS-MARTIN COUNTY REMC	1	0.001055981	$27,818.04	$2,721.61	$25,096.43	$1,174.71
DECATUR INDUSTRIAL ELECTRIC/MT. VERNON	1	0.001647828	$43,409.27	$5,699.99	$37,709.28	$1,833.09
DELMARVA POWER & LIGHT COMPANY	1	0.000291477	$7,678.48	$1,000.00	$6,678.48	$324.25
DOW CHEMICAL	1	0.000018935	$1,500.00	$1,000.00	$500.00	$21.06

PAYMENT AMOUNTS FOR SOIL DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
DRON R. ELECTRIC COMPANY	3	0.000139600	$7,144.21	$0.00	$7,144.21	$155.30
DUGGER ELECTRIC EQUIPMENT CO. 11-19-91	1	0.001212803	$31,949.27	$1,188.17	$30,761.10	$1,349.16
DUTCH ELECTRIC	3	0.001817123	$92,993.51	$0.00	$92,993.51	$2,021.42
EAST PERRY LUMBER COMPANY	1	0.000143439	$3,778.67	$1,000.00	$2,778.67	$159.57
EBAUGH REFRIGERATION SERVICES INC.	3	0.000009001	$4,000.00	$0.00	$4,000.00	$10.01
ELECTRIC MACHINERY	3	0.000620370	$31,748.22	$0.00	$31,748.22	$690.12
ELECTRIC SUPPLY CO.	1	0.000016810	$1,500.00	$1,000.00	$500.00	$18.70
ELECTRIC WORLD, INC.	3	0.001008609	$51,616.81	$0.00	$51,616.81	$1,122.01
EMPIRE DOCK COMPANY	2	0.001010778	$34,994.10	$1,506.62	$33,487.48	$1,124.42
EMPIRE ELECTRIC CO., INC.	3	0.000146519	$7,498.31	$0.00	$7,498.31	$162.99
ERLBACHER GEAR & MACHINE WORKS	3	0.000802310	$41,059.23	$0.00	$41,059.23	$892.51
ESSELTE PENDAFLEX	1	0.000035355	$1,500.00	$1,000.00	$500.00	$39.33
ESSEX WIRE COMPANY (UNITED TECHNOLOGIES)	1	0.000014424	$1,500.00	$1,006.65	$493.35	$16.05
EVANSVILLE PLATING WORKS INCORPORATED	3	0.000211027	$10,799.56	$0.00	$10,799.56	$234.75
FLORIDA ROCK INDUSTRIES, INC.	1	0.000256555	$6,758.52	$1,000.00	$5,758.52	$285.40
FOX BROTHERS MANUFACTURING, INC.	3	0.000312343	$15,984.56	$0.00	$15,984.56	$347.46
FRANK STEVENS ELECTRIC CO	3	0.002220067	$113,614.70	$300.00	$113,314.70	$2,469.67
FRU-CON CONSTR. CORP. fka FRUIN COLNON	3	0.000070646	$4,000.00	$0.00	$4,000.00	$78.59
FULTON COUNTY REMC	1	0.000146866	$3,868.95	$2,500.00	$1,368.95	$163.38
GENERAL CABLE CORP. (PENN CENTRAL CORP.)	2	0.000632300	$21,890.83	$1,238.92	$20,651.91	$703.39
GENERAL ELECTRIC COMPANY	1	0.000265708	$6,999.65	$1,000.00	$5,999.65	$295.58
GENERAL IRON & SALVAGE CO.	3	0.000160509	$8,214.28	$0.00	$8,214.28	$178.56
GLOW ELECTRIC CO.	3	0.000291737	$14,930.02	$0.00	$14,930.02	$324.54
GOTTMAN ELECTRIC	3	0.000140164	$7,173.07	$0.00	$7,173.07	$155.92
GUNTHER-NASH MINING CONSTR. CO.	2	0.000399105	$13,817.41	$2,000.00	$11,817.41	$443.98
H AND H MANUFACTURING CO.	3	0.000053966	$4,000.00	$0.00	$4,000.00	$60.03
HANCOCK WOOD ELECTRIC COOPERATIVE	1	0.000544952	$14,355.86	$2,700.00	$11,655.86	$606.22
HANNON ELECTRIC CO.	3	0.00014858	$7,603.76	$0.00	$7,603.76	$165.28
HARRIS MOTORS	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
HARRIS TRUCK & TRAILER SALES, INC.	3	0.000010801	$4,000.00	$0.00	$4,000.00	$12.02
HART MFG., DIV. OF MIDLAND BRAKE	2	0.000045593	$2,000.00	$1,000.00	$1,000.00	$50.72
HEVI-DUTY ELECTRIC	3	0.000045398	$4,000.00	$0.00	$4,000.00	$50.50
HILL PLUMBING & HEATING	3	0.000036830	$4,000.00	$0.00	$4,000.00	$40.97
HIMMELBERGER-HARRISON (ROWE FURNITURE) 11-12-91	2	0.000254668	$8,816.86	$1,000.00	$7,816.86	$283.30
HOUSING AUTHORITY-CHARLESTON, MO	2	0.000073877	$2,557.73	$1,000.00	$1,557.73	$82.18
HOWELL OREGON ELECTRIC COOPERATIVE	1	0.001197511	$31,546.43	$4,556.21	$26,990.22	$1,332.15
HUNTINGTON ELECTRIC INC	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
H. J. ENTERPRISES	2	0.000816648	$28,273.13	$1,000.00	$27,273.13	$908.46
ILLINOIS DMHDD (ANNA MENTAL HEALTH)	3	0.000008133	$4,000.00	$0.00	$4,000.00	$9.05
ILLINOIS ELECTRIC & GAS COMPANY nka CIPS	1	0.002880674	$75,886.50	$5,926.92	$69,959.58	$3,204.55

PAYMENT AMOUNTS FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
IMPERIAL ELECTRIC	3	0.000468515	$23,976.83	$0.00	$23,976.83	$521.19
INDEPENDENT ELECTRIC MACHINERY CO. 12 2 91	2	0.00202956	$70,265.29	$5,300.56	$64,964.73	$2,257.74
INDUSTRIAL MOTOR SERVICE	3	0.000390733	$19,996.24	$0.00	$19,996.24	$434.66
INGRAM BARGE CO	2	0.000022775	$2,000.00	$1,000.00	$1,000.00	$25.34
INTERLAKE PACKAGING CORPORATION	1	0.000470684	$12,399.38	$1,000.00	$11,399.38	$523.60
INTERNATIONAL HAT CO	1	0.000018415	$1,500.00	$1,000.00	$500.00	$20.49
ITT FEDERAL SERVICES CORP. fka FEDERAL ELEC.	2	0.000519097	$17,971.64	$1,017.11	$16,954.53	$577.46
J & M SURPLUS EQUIPMENT INC.	3	0.000801855	$41,035.92	$0.00	$41,035.92	$892.01
JEFFERSON SMURFIT CORP. (SHAWNEE WOODCHIPS)	2	0.000262368	$9,083.45	$1,000.00	$8,083.45	$291.87
JIM SMITH CONTRACTING CO., INC.	1	0.001131681	$29,812.23	$2,217.39	$27,594.84	$1,258.92
JIM'S ELECTRIC N/K/A JIMELCO	1	0.001034637	$27,255.78	$1,013.62	$26,242.16	$1,150.96
JOHNSON COUNTY HOUSING AUTHORITY	2	0.000325357	$11,264.20	$1,000.00	$10,264.20	$361.94
JOLIET EQUIPMENT CO.	3	0.003719923	$190,371.66	$0.00	$190,371.66	$4,138.16
J. E. BERGER CORP.	3	0.003017649	$154,431.93	$1,049.00	$153,382.93	$3,356.92
J. F. FORD	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
J. PAUL BEHRENS, former owner of HART MFG. CO	3	0.000045593	$4,000.00	$0.00	$4,000.00	$50.72
KAGMO ELECTRIC MOTOR CO.	1	0.003948476	$104,015.96	$8,400.00	$95,615.96	$4,392.40
KASKASKIA CONSTRUCTORS	3	0.002262342	$115,778.16	$0.00	$115,778.16	$2,516.70
KBOA RADIO STATION	2	0.000076047	$2,632.82	$1,000.00	$1,632.82	$84.60
KFMP RADIO	3	0.000217382	$11,124.81	$0.00	$11,124.81	$241.82
KFVS-TV	1	0.002102353	$55,382.95	$4,119.31	$51,263.64	$2,338.72
KLEIN ARMATURE WORKS	1	0.000106044	$2,793.57	$1,000.00	$1,793.57	$117.97
KNOBEL REDMAN CONSTRUCTION CO 11-25-91	2	0.001409601	$48,801.75	$1,000.00	$47,801.75	$1,568.08
KOERNER ELECTRIC MOTOR COMPANY 12-5-91	2	0.000966724	$33,468.93	$1,364.21	$32,104.72	$1,075.41
KOPF ELECTRIC	3	0.000059215	$4,000.00	$0.00	$4,000.00	$65.87
LEE ROWAN COMPANY	2	0.000421294	$14,585.63	$1,000.00	$13,585.63	$468.66
LOGAN COUNTY CO-OPERATIVE POWER & LIGHT ASSN.	1	0.000038587	$1,500.00	$1,000.00	$500.00	$42.93
LONE STAR INDUSTRIES, INC.	3	0.000349455	$17,883.84	$200.00	$17,683.84	$388.75
LOWRY ELECTRIC	2	0.000629155	$21,781.94	$1,000.00	$20,781.94	$699.89
MADISON MEMORIAL HOSPITAL	3	0.000063206	$4,000.00	$0.00	$4,000.00	$70.31
MAGNETEK, INC.	1	0.000540093	$14,227.87	$2,044.68	$12,183.19	$600.82
MAIN BROS. BOX & LUMBER COMPANY INC.	3	0.000393444	$20,135.00	$0.00	$20,135.00	$437.68
MAPS INDUSTRIAL ELECTRIC	3	0.000262368	$13,427.03	$200.00	$13,227.03	$291.87
MARATHON OIL COMPANY	3	0.001067173	$54,613.92	$2,091.00	$52,522.92	$1,187.16
MARION ELECTRIC MOTOR SERVICE CO., INC	3	0.000010303	$4,000.00	$0.00	$4,000.00	$11.46
MAYFIELD ELECTRIC AND WATER SYSTEM 10-17-91	1	0.000403248	$10,622.90	$1,132.88	$9,490.02	$448.59
MCCARTHY BROTHERS CONSTRUCTION	1	0.000067218	$1,770.77	$1,000.00	$770.77	$74.78
MELTON ELECTRIC COMPANY	2	0.000394355	$13,652.95	$1,488.99	$12,163.96	$438.69
MFA INCORPORATED	1	0.000071079	$1,872.48	$1,000.00	$872.48	$79.07
MIDWEST DIESEL	2	0.000273170	$9,457.42	$1,000.00	$8,457.42	$303.88

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MIDWEST ELECTRIC, INC.	1	0.000014098	$1,500.00	$1,044.01	$455.99	$15.68
MIDWEST IRON & STEEL	3	0.002263340	$115,829.22	$0.00	$115,829.22	$2,517.81
MISSOURI BARGE LINE COMPANY, INC.	2	0.000031256	$2,000.00	$1,000.00	$1,000.00	$34.77
MISSOURI DRY DOCK	2	0.000168014	$5,816.83	$1,000.00	$4,816.83	$186.90
MISSOURI PORTLAND CEMENT	1	0.001610520	$42,426.46	$3,500.01	$38,926.45	$1,791.59
MJM ELECTRIC COOPERATIVE	1	0.001821634	$47,987.89	$5,698.78	$42,289.11	$2,026.44
MOBIL OIL CO. 11-18-91	1	0.001250458	$32,941.22	$1,525.75	$31,415.47	$1,391.05
MORGANTOWN ORD. WKS./DIV. PRINCESS COALS, INC	1	0.003457685	$91,086.89	$2,258.32	$88,828.57	$3,846.43
MOUNT CARMEL PUBLIC UTILITY CO. 10-16-91	1	0.000927269	$24,427.36	$2,500.00	$21,927.36	$1,031.52
MUNICIPAL LIGHT & POWER - NEW MADRID	3	0.000490487	$25,101.31	$0.00	$25,101.31	$545.63
MUNICIPAL UTILITIES - HIGGINSVILLE, MO	2	0.000309935	$10,730.28	$1,000.00	$9,730.28	$344.78
N L INDUSTRIES, INC.	1	0.000301411	$7,940.17	$1,000.00	$6,940.17	$335.30
NATIONAL WRECKING COMPANY (INC.)	3	0.000755133	$38,644.89	$0.00	$38,644.89	$840.03
NEW MAC ELECTRIC COOPERATIVE	1	0.002017391	$53,144.77	$5,640.77	$47,504.00	$2,244.21
NORTH CENTRAL MISSOURI ELECTRIC	1	0.000010303	$1,500.00	$1,000.00	$500.00	$11.46
OLD JUDGE COFFEE CO, DIV. OF C.F.O'N.C. CORP.	2	0.000858944	$29,737.48	$1,000.00	$28,737.48	$955.52
OTIS ELEVATOR COMPANY	2	0.000197926	$6,852.39	$1,000.00	$5,852.39	$220.18
OWENSVILLE MUNICIPAL UTILITIES	2	0.000634447	$21,965.18	$1,243.12	$20,722.06	$705.78
P W ELECTRONICS	3	0.000048803	$4,000.00	$0.00	$4,000.00	$54.29
PARAGON WATER UTILITIES	2	0.000097694	$3,382.27	$1,000.00	$2,382.27	$108.68
PAUL OBERMAN & CO., INC.	1	0.001528292	$40,260.28	$2,998.93	$37,261.35	$1,700.12
PEABODY COAL COMPANY	1	0.002067691	$54,469.86	$2,729.65	$51,740.21	$2,300.16
PET INCORPORATED 11-19-91	1	0.001135563	$29,914.51	$2,225.00	$27,689.51	$1,263.24
PHILIPS & COMPANY	1	0.002255488	$59,417.03	$2,209.70	$57,207.33	$2,509.07
PHILLIPS PETROLEUM COMPANY	1	0.000777605	$20,484.69	$1,481.68	$19,003.01	$865.03
PLIBRICO COMPANY	2	0.000879029	$30,432.85	$1,000.00	$29,432.85	$977.86
PORKORNY ELECTRIC MOTOR SERVICE	3	0.000004837	$4,000.00	$0.00	$4,000.00	$5.38
PSI ENERGY (PUBLIC SERVICE CO. OF IND.)	1	0.000761966	$20,072.71	$1,000.00	$19,072.71	$847.63
PUBLIC ICE SERVICE COMPANY	3	0.000027655	$4,000.00	$0.00	$4,000.00	$30.76
PULASKI COUNTY HOUSING AUTHORITY	2	0.000322689	$11,171.83	$1,000.00	$10,171.83	$358.97
PUROLATOR PRODUCTS CO. fka FACET AUTOMOTIVE	1	0.000166735	$4,392.36	$2,355.00	$2,037.36	$185.48
QUALITY ELECTRIC	3	0.000133505	$6,832.29	$0.00	$6,832.29	$148.52
QUALITY ELECTRIC SERVICE, INC.	3	0.000654988	$33,519.84	$0.00	$33,519.84	$728.63
QUINCY SOYBEAN COMPANY	2	0.001165865	$40,363.37	$2,432.06	$37,931.31	$1,296.94
RICHARDS ELECTRIC MOTOR CO.	2	0.002834408	$98,129.91	$4,678.74	$93,451.17	$3,153.08
RICHMOND POWER & LIGHT	1	0.000041212	$1,500.00	$1,000.00	$500.00	$45.85
RIVER CITY FOODS NKA BRADY FOODS	3	0.000010715	$4,000.00	$0.00	$4,000.00	$11.92
RIVER MARINE SERVICES INC.	3	0.000183653	$9,398.70	$0.00	$9,398.70	$204.30
ROBERT MENZ	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
ROY G. LETOURNEAU CO	3	0.002781136	$142,328.07	$0.00	$142,328.07	$3,093.82

PAYMENT AMOUNTS FOR
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RURAL ELECTRIC CONVENIENCE COOPERATIVE	1	0.000997004	$26,264.40	$2,500.00	$23,764.40	$1,109.10
R. B. POTASHNICK	3	0.000018003	$4,000.00	$0.00	$4,000.00	$20.03
SACHS ELECTRIC	1	0.003845468	$101,302.38	$7,403.41	$93,898.97	$4,277.82
SAC-OSAGE ELECTRIC COOPERATIVE	1	0.001074157	$28,296.88	$2,500.00	$25,796.88	$1,194.93
SAM TANKSLEY TRUCKING COMPANY	3	0.000026137	$4,000.00	$0.00	$4,000.00	$29.08
SANDNER ELECTRIC	1	0.000137995	$3,635.25	$1,161.18	$2,474.07	$153.51
SCOTT-NEW MADRID-MISSISSIPPI COOP. 11-6-91	1	0.003750572	$98,802.51	$13,335.90	$85,466.61	$4,172.25
SIKESTON PUBLIC SCHOOLS	3	0.000031256	$4,000.00	$0.00	$4,000.00	$34.77
SKOOG & STUART COAL CO., INC	3	0.000305163	$15,617.14	$0.00	$15,617.14	$339.47
SOUTHEAST MISSOURI MENTAL HEALTH CENTER	1	0.001106324	$29,144.26	$2,167.71	$26,976.55	$1,230.71
SOUTHEASTERN ELECTRIC	3	0.000106283	$5,439.19	$0.00	$5,439.19	$118.23
SOUTHEASTERN MISSOURI UNIVERSITY	2	0.000356960	$12,358.32	$1,000.00	$11,358.32	$397.09
SOUTHERN ILLINOIS MATERIALS CO., INC.	2	0.000079170	$2,740.96	$1,000.00	$1,740.96	$88.07
SOUTHERN OIL COMPANY	3	0.000056330	$4,000.00	$0.00	$4,000.00	$62.66
STANLEY MUFFLER	3	0.000402033	$20,574.57	$0.00	$20,574.57	$447.23
STATESVILLE CORRECTION CENTER	3	0.000442486	$22,644.79	$0.00	$22,644.79	$492.24
STEUBEN COUNTY REMC	1	0.000033620	$1,500.00	$2,500.00	($1,000.00)	$37.40
ST. JAMES MUNICIPAL UTILITIES	1	0.001227184	$32,328.11	$2,404.52	$29,923.59	$1,365.16
ST. LOUIS STEEL CASTING INC. 11-20-91	1	0.001919610	$50,568.91	$3,841.87	$46,727.04	$2,135.43
ST. LOUIS UNIVERSITY	1	0.000098952	$2,606.73	$1,000.00	$1,606.73	$110.08
SULLIVAN ELECTRIC - MARION, IL	2	0.000530398	$18,362.89	$1,000.00	$17,362.89	$590.03
SUMTER ELECTRIC COOPERATIVE, INC.	1	0.000906663	$23,884.52	$1,000.00	$22,884.52	$1,008.60
SWANSON-NUNN ELECTRIC CO., INC	1	0.002272515	$59,865.58	$4,963.20	$54,902.38	$2,528.01
TEAMSTERS LOCAL 688 INS. AND WELFARE FUND	1	0.000175996	$4,636.34	$1,000.00	$3,636.34	$195.78
TEXAS EASTERN PRODUCTS PIPELINE COMPANY	1	0.000752856	$19,832.72	$1,502.84	$18,329.88	$837.50
TEXAS EASTERN TRANSMISSION CORPORATION	1	0.000004056	$1,500.00	$4,542.16	($3,042.16)	$4.51
TEXTRON, INC. (BURKHART FOAM)	2	0.000110968	$3,841.84	$1,000.00	$2,841.84	$123.44
THE L.E. MYERS CO. GROUP	1	0.000014142	$1,500.00	$1,000.00	$500.00	$15.73
TIPMONT REMC 11-21-91	1	0.003476577	$91,584.58	$7,688.55	$83,896.03	$3,867.45
TOASTMASTER, INC.	1	0.002406909	$63,405.98	$1,572.03	$61,833.95	$2,677.52
TODT INDUSTRIAL	3	0.000367762	$18,820.71	$0.00	$18,820.71	$409.11
TROJAN POWDER COMPANY	2	0.003353939	$116,116.58	$3,587.51	$112,529.07	$3,731.02
TUCSON ELECTRIC POWER	2	0.001567617	$54,272.40	$1,535.78	$52,736.62	$1,743.86
TUREK ELECTRIC COMPANY, INC.	3	0.000023924	$4,000.00	$0.00	$4,000.00	$26.61
UNION COUNTY HOSPITAL	1	0.000278918	$7,347.64	$1,000.00	$6,347.64	$310.28
UPHAM OIL COMPANY	2	0.000072880	$2,523.18	$1,000.00	$1,523.18	$81.07
UTILITIES SERVICES, INC. (ARK)	3	0.002832217	$144,942.21	$0.00	$144,942.21	$3,150.64
UTILITY CONSTRUCTION	3	0.000176799	$9,047.93	$0.00	$9,047.93	$196.68
U.S. TRANSFORMER	3	0.001697499	$86,871.64	$0.00	$86,871.64	$1,888.35
VAUGHN ELECTRIC COMPANY, INC. 10-29-91	2	0.000059735	$2,068.10	$1,000.00	$1,068.10	$66.45

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VERNON BAGWELL	3	0.001457884	$74,609.05	$0.00	$74,609.05	$1,621.79
VILLAGE OF THEBES, IL	3	0.000042296	$4,000.00	$996.00	$3,004.00	$47.05
WAYNE COUNTY REMC	1	0.002905423	$76,538.46	$10,011.98	$66,526.48	$3,232.08
WEBSTER COUNTY COAL	1	0.001333966	$35,141.10	$2,613.75	$32,527.35	$1,483.94
WEST LAKE QUARRY & MATERIAL COMPANY	3	0.000009001	$4,000.00	$0.00	$4,000.00	$10.01
WESTINGHOUSE ELECTRIC 11-19-91	1	0.001510289	$39,786.02	$3,900.00	$35,886.02	$1,680.09
WESTMORELAND COAL COMPANY	2	0.001888159	$65,369.88	$1,849.81	$63,520.07	$2,100.45
WESTVACO CORPORATION	3	0.000061275	$4,000.00	$0.00	$4,000.00	$68.16
WETTERAU INC.	1	0.000069474	$1,830.19	$1,000.00	$830.19	$77.29
WHIRLPOOL CORPORATION 11-14-91	1	0.001205992	$31,769.85	$1,181.50	$30,588.35	$1,341.58
WILLARD AUSTIN	3	0.000009847	$4,000.00	$0.00	$4,000.00	$10.95
WILLIAM HORN	3	0.000098952	$5,064.00	$0.00	$5,064.00	$110.08
WILLIAMSON COAL COMPANY	3	0.001605098	$82,142.88	$0.00	$82,142.88	$1,785.56
WRIGHT ELECTRIC CONTRACTING	3	0.000175129	$8,962.45	$0.00	$8,962.45	$194.82
ZELLER ELECTRIC 3-24-92	2	0.000721296	$24,971.96	$1,413.30	$23,558.66	$802.39

COST OF SOIL REMEDIATION PLUS GROUNDWATER DESIGN	=	$15,304,186.50
EPA'S PAST RESPONSE COSTS	=	$1,112,430.17
EPA'S FUTURE RESPONSE COSTS	=	$1,251,090.50
MEWSC EXPENSES THROUGH 10/31/91	=	$1,510,397.73

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Absorbent Clay Products, Inc.

Signature of Representative: [signature]

Name of Representative: Frank J. Vlasaty

Title of Representative: Vice President, Operations

Date: 10/23/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Frank J. Vlasaty

Address: Absorbent Clay Products, Inc.
A Unit of American Colloid Comp
1500 W. Shure Drive
Arlington Heights, IL 60004

Please identify a person to contact for further information:

Name Frank J. Vlasaty

Title Vice President, Operations

Address Absorbent Clay Products, Inc.

A Unit of American Colloid Company
1500 W. Shure Drive
Arlington Heights, IL 60004

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Acme Electric Co., Inc.

Signature of Representative: Becky Heuer

Name of Representative: Becky Heuer

Title of Representative: Secretary-Treasurer

Date: November 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Becky Heuer

Address: Route 2

Cape Girardeau, MO 63701

Please identify a person to contact for further information:

Name Becky Heuer

Title Secretary-Treasurer

Address Route 2

Cape Girardeau, MO 63701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Allied-Signal Inc.*
Signature of Representative:	
Name of Representative:	James A. Schutt
Title of Representative:	Director - Manufacturing Services
Date:	November , 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Pamela J. Cissik, Esq.
Address:	Allied-Signal Inc.
	101 Columbia Road
	Morristown, New Jersey 07962

Please identify a person to contact for further information:

Name	Pamela J. Cissik
Title	Attorney
Address	101 Columbia Road
	Morristown, NJ 07962

*Successor to Allied Chemica Corporation and for Minerva Oil Company

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Aluminum Company of America

Signature of Representative: [illegible]

Name of Representative: George E. Bergeron

Title of Representative: Vice President

Date: November 22, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): SANFORD W. HARVEY, JR.

Address: GENERAL ATTORNEY
ALUMINUM COMPANY OF AMERICA
1501 ALCOA BUILDING
PITTSBURGH, PA 15219

Please identify a person to contact for further information:

Name MARK A. SIPPER

Title ATTORNEY
ALUMINUM COMPANY OF AMERICA

Address 1501 ALCOA BUILDING
PITTSBURGH, PA 15219

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: American Charcoal Company

Signature of Representative: [signature]

Name of Representative: Edmund G. Dyla

Title of Representative: President

Date: November 07, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): [illegible]

Address: [illegible]

Please identify a person to contact for further information:

Name: Edmund G. Dyla

Title: President

Address: 13105 Prospect

Dearborn, Michigan 48126

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Edmund C. Dyla

Address: American Charcoal Company

13105 Prospect

Dearborn, Michigan 48126

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: American Family Broadcast Group, Inc.

Signature of Representative: [signature]

Name of Representative: John P. Bradshaw

Title of Representative: Attorney at Law

Date: April 28, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John P. Bradshaw

Address: 3113 Independence St.
P. O. Box 1300
Cape Girardeau, MO 63702-1300

Please identify a person to contact for further information:

Name See above.

Title

Address

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: A.P. Green Industries, Inc.

Signature of Representative:

Name of Representative: Michael B. Cooney

Title of Representative: Vice Pres. Law/Admin. and Secretar

Date: 10/11/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): CT Corporation

Address: 906 Olive Street

St. Louis, MO 63101

Please identify a person to contact for further information:

Name Dwight W. Miller, Esq.

Title Thompson & Mitchell

Address One Mercantile Center

St. Louis, MO 63101

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: ARA Services, Inc. (Franklin County C

Signature of Representative: Allen Good

Name of Representative: Allen Good

Title of Representative: Senior Vice President-Finance and MIS

Date: November 26, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): CT Corporation System

Address: 906 Olive Street

St. Louis, MO 63101

Please identify a person to contact for further information:

Name James R. Wells

Title Assistant General Counsel

Address ARA Services, Inc.

1101 Market Street

Philadelphia, PA 19107

(215) 238-3264

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Arch of Illinois, Inc.
Signature of Representative:	Blair M. Gardner
Name of Representative:	Blair M. Gardner
Title of Representative:	Senior Counsel
Date:	July 3, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Blair M. Gardner
Address:	Arch Mineral Corporation
	CityPlace One, Suite 300
	St. Louis, MO 63141-7030

Please identify a person to contact for further information:

Name	Blair M. Gardner
Title	Senior Counsel
Address	CityPlace One, Suite 300
	St. Louis, MO 63141-7030

RECEIVED
JUL 07 1992
EPA CNSL/RCRA
REGION VII

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: ARIENS COMPANY

Signature of Representative: Michael R. Balgard

Name of Representative: Michael R. Balgard

Title of Representative: Treasurer

Date: 11-27-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Michael R. Balgard, Treasurer

Address: Ariens Company
655 W. Ryan St.
Brillion WI 54110

Please identify a person to contact for further information:

Name: Michael R Balgard

Title: Treasurer

Address: 655 W Ryan St
Brillion WI 54110

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: BEAZER EAST, INC.

Signature of Representative: RG Hamilton

Name of Representative: Robert G. Hamilton

Title of Representative: General Manager

Date: November 26, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Donna Morris

Address: Beazer East, Inc.
436 Seventh Avenue
Pittsburgh, PA 15219

Please identify a person to contact for further information:

Name Cynthia Zuch

Title Program Manager

Address Beazer East, Inc.
436 Seventh Avenue, Pgh., PA 15219

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: BELCHER ELECTRIC

Signature of Representative: John W. Belcher

Name of Representative: JOHN W. BELCHER

Title of Representative: PRESIDENT

Date: 11-20-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): JOHN W. BELCHER

Address: BELCHER ELECTRIC
400 E. DAVIE
ANNA, ILLINOIS
62906

Please identify a person to contact for further information:

Name JOHN BELCHER

Title PRESIDENT

Address 400 E. DAVIE
ANNA, ILLINOIS
62906

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Black River Electric Cooperative

Signature of Representative: John C. Farris

Name of Representative: John C. Farris

Title of Representative: General Manager

Date: 03-30-92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John C. Farris

Address: Highway 72 East

P.O. Box 31

Fredericktown, MO 63645

Please identify a person to contact for further information:

Name John C. Farris

Title General Manager

Address P.O. Box 31

Fredericktown, MO 63645

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert Alderson

Address: Boone Electric Cooperative
1413 Range Line
P.O. Box 797
Columbia, MO 65205-0797

Please identify a person to contact for further information:

Name Robert Alderson

Title General Manager

Address Box 797
Columbia, MO 65205-0797

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Boone Electric Cooperative

Signature of Representative: Robert Aldersen

Name of Representative: Robert Aldersen

Title of Representative: General Manager

Date: 10-14-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

BOONE ELECTP OOPERATIVE

1413 RANGE LINE - COLUMBIA, MISSOURI, 65201

INVOICE NO.	DATE	DESCRIPTION	AMOUNT
		MISSOURI ELECTRIC WORKS SUPERFUND SITE	500.00

TOTAL AMOUNT 500.00

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE IF NOT CORRECT PLEASE NOTIFY US PROMPTLY

67086

BOONE ELECTRIC COOPERATIVE

No. 136436

1413 RANGE LINE - COLUMBIA, MISSOURI, 65201

80-85
815

DATE	AMOUNT
10-17-91	500.00

To: BOONE COUNTY NATIONAL BANK
COLUMBIA, MISSOURI 65201

BOONE ELECTRIC COOPERATIVE

Eugene Allgeier
Austin A. Lynch

TO THE ORDER OF

MEW SITE TRUST FUND
TRUST CUSTODY
ATTN: LINDA P. JONES
MERCANTILE BANK OF ST LOUIS NA
P.O. BOX 135
ST LOUIS MO 63166

⑈136436⑈ ⑆081500859⑆ 00 025 6⑈

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Borden, Inc.

Signature of Representative: W. Bailey Barron

Name of Representative: W. Bailey Barron

Title of Representative: Vice President, Health & Environ

Date: June 22, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): L. L. Dieker

Address: Borden, Inc.
180 E. Broad Street
Columbus, OH 43215

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: BRIDGESTONE/FIRESTONE, INC.

Signature of Representative: [illegible]

Name of Representative: M. ONO

Title of Representative: EXECUTIVE VICE PRESIDENT

Date: NOV. 1st. 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): J. L. KOEWLER

Address: BRIDGESTONE/FIRESTONE, INC.
1200 FIRESTONE PARKWAY
AKRON, OH 44317

Please identify a person to contact for further information:

Name J. L. KOEWLER

Title COUNSEL

Address BRIDGESTONE/FIRESTONE, INC.
1200 FIRESTONE PARKWAY
AKRON, OH 44317

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: BROWN & ROOT, INC.

Signature of Representative: Stephanie G. Brooks

Name of Representative: STEPHANIE G. BROOKS

Title of Representative: COUNSEL

Date: 10.17.91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): MS. LOUISE BROWN

Address: BROWN & ROOT, INC.
4100 CLINTON DRIVE
BLDG. 01- 7TH FLOOR
HOUSTON, TX 77020

Please identify a person to contact for further information:

Name PHYLLIS POLLARD

Title ATTORNEY

Address SCOTT, DOUGLASS & LUTON
ONE AMERICAN CENTER
600 CONGRESS AVENUE
15th FLOOR
AUSTIN, TX 78701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: BURLINGTON NORTHERN RAILROAD COMPANY

Signature of Representative: Anne Blythe Little

Name of Representative: ANNE BLYTHE LITTLE

Title of Representative: ASSISTANT GENERAL COUNSEL

Date: DECEMBER 4, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): ANNE BLYTHE LITTLE

Address: 3800 CONTINENTAL PLAZA

FORT WORTH, TEXAS 76102

Please identify a person to contact for further information:

Name ANNE BLYTHE LITTLE

Title ASSISTANT GENERAL COUNSEL

Address 3800 CONTINENTAL PLAZA

FORT WORTH, TEXAS 76102

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: CITY LIGHT & WATER

Signature of Representative: Larry Watson

Name of Representative: LARRY WATSON

Title of Representative: MANAGER

Date: OCTOBER 30, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): LARRY WATSON

Address: CITY LIGHT & WATER
303 WEST COURT STREET
P.O. BOX 9
PARAGOULD, ARKANSAS 72450

Please identify a person to contact for further information:

Name LARRY WATSON

Title MANAGER

Address 303 WEST COURT STREET - PO BOX 9
PARAGOULD, AR 72450

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	City of Campbell, Missouri
Signature of Representative:	Jimmy McKenzie
Name of Representative:	Jimmy McKenzie
Title of Representative:	Mayor, City of Campbell
Date:	April 13, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Jimmy McKenzie
Address:	Campbell City Hall
	202 West Grand Avenue
	Campbell, MO 63933

Please identify a person to contact for further information:

Name	H. Mark Preyer
Title	Municipal Attorney
Address	P. O. Box 189
	Kennett, MO 63857

April 24, 1992

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	City of Cairo, IL, acting by and through its Cairo Public Utility Commission
Signature of Representative:	
Name of Representative:	Edward M. Doss
Title of Representative:	Chairman of the Board
Date:	April 27, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Karl H. Klein
Address:	1100 Commercial Avenue
	P. O. Box 591
	Cairo, IL 62914

Please identify a person to contact for further information:

Name	Karl H. Klein
Title	General Manager
Address	1100 Commercial Avenue
	P. O. Box 591
	Cairo, IL 62914

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City of Casey

Signature of Representative: Dana L. Duvall

Name of Representative: DANA L. DUVALL

Title of Representative: Mayor

Date: 11-8-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Marilyn B. Resch

Address: 14 N. Central
Room 204
Casey, IL 62420

Please identify a person to contact for further information:

Name Marilyn B. Resch

Title City Attorney

Address 14 N. Central, Room 204
Casey, IL 62420

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: CITY OF FARMINGTON, MISSOURI

Signature of Representative: Michael L. O'Brien

Name of Representative: MICHAEL L. O'BRIEN

Title of Representative: MAYOR

Date: NOVEMBER 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): RONALD W. SHEPPARD

Address: 110 WEST COLUMBIA STREET
FARMINGTON, MISSOURI 63640

Please identify a person to contact for further information:

Name RONALD W. SHEPPARD

Title UTILITIES SUPERINTENDENT

Address 110 WEST COLUMBIA STREET
FARMINGTON, MISSOURI 63640

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: CITY OF HOUSTON, MISSOURI

Signature of Representative: Blanche E. White

Name of Representative: BLANCHE E. WHITE

Title of Representative: MAYOR

Date: NOVEMBER 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): JOHN H. LEWIS, ADMINISTRATOR

Address: 111 W. MAIN ST. HOUSTON, MO. 65483

Please identify a person to contact for further information:

Name JOHN H. LEWIS

Title CITY ADMINISTRATOR

Address 111 W. MAIN STREET

HOUSTON, MO. 65483

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City of Jefferson, MO

Signature of Representative: Louise Gardner

Name of Representative: Louise Gardner

Title of Representative: Mayor

Date: November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Allen Garner, City Counselor

Address: 320 E. McCarty Street
Jefferson City, MO 65101

Please identify a person to contact for further information:

Name Allen Garner

Title City Counselor

Address 320 E. McCarty Street
Jefferson City, MO 65101

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City Of Madisonville, KY

Signature of Representative: William M. Cox

Name of Representative: William M. Cox

Title of Representative: Mayor

Date: November 13, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John Scott McGaw

Address: City Attorney
City Of Madisonville, KY
Madisonville, KY 42431
502-824-2100

Please identify a person to contact for further information:

Name John Scott McGaw

Title City Attorney

Address City Of Madisonville
Madisonville, Ky 42431

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	City of Malden Board of Public Works
Signature of Representative:	Amos Santie
Name of Representative:	Amos Santie
Title of Representative:	Board Chairman
Date:	5-14-92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Joe Russell
Address:	Board of Public Works 111 East Laclede Malden, MO 63863

Please identify a person to contact for further information:

Name	Joe Russell
Title	General Manager
Address	Board of Public Works 111 East Laclede Malden, MO 63863

90 11-2 6:47
DEPARTMENT OF JUSTICE
MAY 19 1992

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City of Salem, Missouri

Signature of Representative: C. Clark Leonard

Name of Representative: C. CLARK LEONARD

Title of Representative: MAYOR

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Arch Ratliff, Jr.

Address: City Administrator
City of Salem, MO
202 North Washington
Salem, MO 65560

Please identify a person to contact for further information:

Name Arch Ratliff, Jr.

Title City Administrator

Address City of Salem, MO
202 North Washington
Salem, MO 65560
(314) 729-4811

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: CITY OF SHELBINA, MO.

Signature of Representative: [signature]

Name of Representative: JOE GLOVER

Title of Representative: MAYOR

Date: NOVEMBER 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): DENNIE A. FOWLER

Address: 423 W. CHESTNUT
SHELBINA, MO. 63468

Please identify a person to contact for further information:

Name DENNIE A. FOWLER

Title CITY SUPERINTENDENT

Address 423 W. CHESTNUT
SHELBINA, MO. 63468

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City of ST. James

Signature of Representative: [signature]

Name of Representative: Nelson A. Hart

Title of Representative: Mayor

Date: 12-12-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name Nelson A Hart

Title Mayor

Address P.O. Box 426

ST James, Mo 65559

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Nelson A. Hart

Address: City of St. James

P.O. Box 426

St. James, MO 65559

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: City of Steelville, Missouri

Signature of Representative: _____

Name of Representative: Harold Sellers

Title of Representative: Mayor

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): R. Brooks Kenagy

Address: P. O. Box 920

Steelville, MO 65565

Please identify a person to contact for further information:

Name R. Brooks Kenagy

Title City Attorney

Address P. O. Box 920

Steelville, MO 65565

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: CITY OF THAYER, THAYER, MISSOURI

Signature of Representative: Geraldine Ream

Name of Representative: GERALDINE REAM

Title of Representative: MAYOR

Date: November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Geraldine Ream

Address: City Hall
2nd and Market
Thayer, MO 65791

Please identify a person to contact for further information:

Name: Harvey S. Allen

Title: Attorney at Law

Address: 211 Chestnut
Thayer, MO 65791

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: CLINTON COUNTY ELECTRIC COOPERATIVE, INC.

Signature of Representative: James B. Riddle

Name of Representative: JAMES B. RIDDLE

Title of Representative: EXECUTIVE VICE-PRESIDENT/GEN. MANAGER

Date: OCTOBER 31, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): HARRY BULLER

Address: CLINTON COUNTY ELECTRIC COOPERATIVE, INC.
475 NORTH MAIN
P.O. BOX 40
BREESE, ILLINOIS 62230

Please identify a person to contact for further information:

Name HARRY BULLER

Title ASSISTANT OPERATIONS SUPERINTENDENT

Address P.O. BOX 40
BREESE, IL 62230

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Charles Stone Co. (Columbia Quarry Co.

Signature of Representative: John F. Schmidt

Name of Representative: John F. Schmidt

Title of Representative: Vice President & Treasurer

Date: October 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Roy L. Trexler

Address: c/o Columbia Quarry Co.
P. O. Box 128
Columbia, IL 62236

Please identify a person to contact for further information:

Name: Larry J. Brewer

Title: Safety Director

Address: Columbia Quarry Co.
P. O. Box 128
Columbia, IL 62236

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Consolidated Aluminum Corporati

Signature of Representative: [signature]

Name of Representative: James E. Hughes

Title of Representative: Vice President and General Counsel

Date: November 26, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): James E. Hughes
General Counsel

Address: Consolidated Aluminum Corporati
11960 Westline Industrial Drive
St. Louis, MO 63146

Please identify a person to contact for further information:

Name Joseph H. Weyhrich, Esq.

Title Attorney

Address Lewis, Rice & Fingersh
611 Olive Street
St. Louis, Missouri 63101

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Damson Oil Corporation
Signature of Representative:	Charles W. Gleeson
Name of Representative:	Charles W. Gleeson-Vice President Rosamond Drilling Company
Title of Representative:	agent for Damson Oil Corporation
Date:	November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Charles W. Gleeson
Address:	Rosamond Drilling Co.
	P. O. Box 935
	Midland, TX

Please identify a person to contact for further information:

Name	Denny B. Bullard
Title	Division Operations Manager
Address	P. O. Box 935
	Midland, TX

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Daviess-Martin County REMC

Signature of Representative: Robert L. Barron

Name of Representative: Robert L. Barron

Title of Representative: Exec. V.P. & Gen. Manager

Date: October 22, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert L. Barron

Address: Daviess-Martin County REMC
P.O. Box 540
Washington, IN 47501

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., ~~and~~ State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Decatur Industrial Electric
Signature of Representative:	
Name of Representative:	G. Todd Jackson
Title of Representative:	Attorney for Decatur Industr. Electric
Date:	December 6, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Mary C. Bryant
Address:	Sachnoff & Weaver, Ltd. 30 South Wacker Drive Suite 2900 Chicago, IL 60606

Please identify a person to contact for further information:

Name	G. Todd Jackson
Title	Attorney for Decatur Industrial Electric
Address	30 South Wacker Drive ~~Suite 2900~~ Chicago, IL 60606

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Marjorie H. Deimund
Signature of Representative:	
Name of Representative:	John P. Bradshaw
Title of Representative:	Attorney at Law
Date:	April 28, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	John P. Bradshaw
Address:	3113 Independence St.
	P. O. Box 1300
	Cape Girardeau, MO 63702-1300

Please identify a person to contact for further information:

Name	See above.
Title	
Address	

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Delmarva Power & Light Company

Signature of Representative: Dale G. Stoodley

Name of Representative: Dale G. Stoodley

Title of Representative: Vice President and General Counsel

Date: November 11, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Frank C. Thorley

Address: P.O. Box 231
Wilmington, DE 19899

Please identify a person to contact for further information:

Name Frank C. Thorley

Title Counsel

Address P. O. Box 231
Wilmington, DE 19899

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

PMT

Name of Party: THE DOW CHEMICAL COMPANY

Signature of Representative: [signature]

Name of Representative: JERRY B. MARTIN

Title of Representative: DIRECTOR - ENVIRONMENTAL AFFAIRS

Date: October 24, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): WAYNE HANCOCK, General Counsel

Address: THE DOW CHEMICAL COMPANY
2030 DOW CENTER
MIDLAND, MICHIGAN 48674-2030

Please identify a person to contact for further information:

Name PETER M. JENNINGS

Title Attorney

Address 2030 Dow Center
Midland, Michigan 48674-2030

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: East Perry Lumber Company

Signature of Representative: Stan Petzoldt

Name of Representative: Stan Petzoldt

Title of Representative: Chairman

Date: 11/15/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name: Todd Petzoldt

Title: Controller

Address: P.O. Box 105
Frohna, MO 63748

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Electric Supply Co. Inc.

Signature of Representative: Buss Paar

Name of Representative: Buss Paar (na)

Title of Representative: Construction Manager

Date: 3-26-1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Buss Paar

Address: Rt. 2 - Box 410 K (na)
Cape Girardeau, MO 63

Please identify a person to contact for further information:

Name: Buss Paar

Title: Construction Mgr

Address: Cape Girardeau MO 63701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Engineered Plastics Corporation

Signature of Representative: Aubury Rvals

Name of Representative: Aubury Rvals

Title of Representative: Former President of Engineered Plastics, now a dissolved corporati

Date: 7-6-92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Ted Ziemer, Jr.

Address: P.O. Box 916
Evansville, IN 47708

Please identify a person to contact for further information:

Name Ted Ziemer, Jr.

Title P.O. Box 916

Address Evansville, IN 47708

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Esselte Pendaflex Corporation

Signature of Representative: [signature]

Name of Representative: John J. O'Connor

Title of Representative: Vice President

Date: 10/17/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John J. O'Connor

Address: Esselte Pendaflex Corporation
71 Clinton Road
Garden City, NY 11530

Please identify a person to contact for further information:

Name John J. O'Connor

Title Vice President

Address

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Essex Group, Inc.
Signature of Representative:	
Name of Representative:	Anthony J. Criso
Title of Representative:	Vice President - General Counsel
Date:	November 6, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Anthony J. Criso
Address:	Essex Group, Inc.
	1601 Wall Street
	Fort Wayne, IN 46802

Please identify a person to contact for further information:

Name	Antonio B. Braz
Title	United Technologies Corporation
Address	One Financial Plaza
	Hartford CT 06101

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Florida Rock Industries, Inc.

Signature of Representative: Robert C. Peace

Name of Representative: Robert C. Peace

Title of Representative: Vice President

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Laurel K. French

Address: P. O. Box 4667
Jacksonville, FL 32201

Please identify a person to contact for further information:

Name Laurel K. French

Title Associate Corporate Counsel

Address P. O. Box 4667
Jacksonville, FL 32201

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Fulton County REMC

Signature of Representative: Gerry Hizer

Name of Representative: Gerry Hizer

Title of Representative: President

Date: October 24, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Eldon Umbarger

Address: Fulton County REMC
P. O. Box 230
Rochester, IN 46975

Please identify a person to contact for further information:

Name Eldon Umbarger

Title Fulton County REMC Manager

Address P. O. Box 230
Rochester, IN 46975

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: GE

Signature of Representative: Kevin W. Holtzclaw

Name of Representative: Kevin W. Holtzclaw

Title of Representative: Senior Program Manager-Environmental Remediation Program

Date: November 7, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Edward A. Firestone

Address: General Electric Co.
275 Battery Street, 23rd Flo
San Francisco, CA 94111

Please identify a person to contact for further information:

Name Edward A. Firestone

Title Counsel - Remedial Projects

Address General Electric Co.
275 Battery St., 23rd Floor
San Francisco, CA 94111

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: General Cable

Signature of Representative: [signature]

Name of Representative: Michael L. Cioffi

Title of Representative: Authorized Agent

Date: 11/26/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Michael Cioffi

Address: One East Fourth Street
1400 Provident Tower
Cincinnati, Ohio 45202
(513) 579-6616

Please identify a person to contact for further information:

Name Same as above.

Title

Address

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: General Iron & Salvage Co. Inc.

Signature of Representative: Sam Wool

Name of Representative: Sam Wool

Title of Representative: Pres.

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Sam Wool

Address: 11961 Randy Drive
St Louis, Mo 63114

Please identify a person to contact for further information:

Name: Same as above

Title: _____

Address: _____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Gold Fields American Corporation

Signature of Representative: Arnold E. Goddohn

Name of Representative: Arnold E. Goddohn

Title of Representative: Special Counsel

Date: October 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: (Print) Arnold E. Goddohn

Address:

Gold Fields American Corp.
~~275 Madison Ave., Room 2301~~
New York. N.Y. 10016

Please identify a person to contact for further information:

Name: Arnold E. Goddohn

Title: Special Counsel

Address:

Gold Fields American Corp.
~~275 Madison Ave., Room 2301~~
New York. N.Y. 10016

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: American Limestone

Signature of Representative: Arnold E. Godduhn

Name of Representative: Arnold E. Godduhn

Title of Representative: Special Counsel

Date: October 15, 1991

Agent Authorized to Accept Service* on Behalf of Above-signed Party:

Name (Print): Arnold E. Godduhn

Address: Gold Fields American Corp.
275 Madison Ave., Room 2301
New York, N.Y. 10016

Please identify a person to contact for further information:

Name: Arnold E. Godduhn, Special Counsel

Title: Gold Fields American Corp.
275 Madison Ave., Room 2301
New York, N.Y. 10016

Address

* for purposes of this matter only

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Gunther-Nash Mining Const. Co.

Signature of Representative: [signature]

Name of Representative: Robert E. McCoy

Title of Representative: President

Date: 11-14-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Gregory F. Hoffmann

Address: Suite 430
818 Olive Street
St. Louis, MO 63101

Please identify a person to contact for further information:

Name Thomas A. Braxmeier, Sr.

Title Secretary/Treasurer

Address 2150 Kienlen Ave.
St. Louis, MO 63121

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: H-J Enterprises, Inc.

Signature of Representative:

Name of Representative: J.F. Shekelton Jr.

Title of Representative: President

Date: 11-1-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): J.F. Shekelton Jr.

Address: H-J Enterprises, Inc.
P.O. Box 8507
St. Louis, MO 63126

Please identify a person to contact for further information:

Name: J.F. Shekelton Jr.

Title: President
H-J Enterprises, Inc.

Address: P.O. Box 8507
St. Louis, MO 63126

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Hancock-Wood Electric Cooperative, Inc

Signature of Representative: John A. Cheney

Name of Representative: John A. Cheney

Title of Representative: President & General Manager

Date: November 8, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert B. Hollister

Address: Oxley, Malone, Fitzgerald & Hollister
P.O. Box 1086
Findlay, OH 45839

Please identify a person to contact for further information:

Name: John A. Cheney

Title: President & General Manager

Address: Hancock-Wood Electric Cooperative
P.O. Box 188
2451 Grant Rd.
North Baltimore, OH 45872

SIGNATURE PAGE FOR *SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a *Soil and Groundwater De Minimis Settling Defendant*.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: HARRIS TRUCK & TRAILER SALES, INC

Signature of Representative: _____

Name of Representative: Walter S. Drusch

Title of Representative: Attorney

Date: March 3, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Walter S. Drusch

Address: 2913 Independence
Cape Girardeau, MO 63701

Please identify a person to contact for further information:

Name Walter S. Drusch

Title Attorney

Address 2913 Independence
Cape Girardeau, MO 63701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	HARRIS MOTOR CAR CO.
Signature of Representative:	
Name of Representative:	Walter S. Drusch
Title of Representative:	Attorney
Date:	November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Walter S. Drusch
Address:	2913 Independence
	Cape Girardeau, MO 63701

Please identify a person to contact for further information:

Name	Walter S. Drusch
Title	Attorney
Address	2913 Independence
	Cape Girardeau, MO 63701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	HARRIS TRUCK/TRACTOR SALES, INC
Signature of Representative:	
Name of Representative:	Walter S. Drusch
Title of Representative:	Attorney
Date:	November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Walter S. Drusch
Address:	2913 Independence
	Cape Girardeau, MO 63701

Please identify a person to contact for further information:

Name	Walter S. Drusch
Title	Attorney
Address	2913 Independence
	Cape Girardeau, MO 63701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: KFVS - TV

Signature of Representative: Geraldine F. Hirsch Living Trust By: James F. Hirsch

Name of Representative: James F. Hirsch

Title of Representative: Predecessor to KFVS

Date: November 12, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John P. Bradshaw

Address: 3113 Independence
P. O. Box 1300
Cape Girardeau,
MO 63702-1300

Please identify a person to contact for further information:

Name John P. Bradshaw

Title Attorney

Address 3113 Independence, P. O. Box 1300
Cape Girardeau, MO 63702-1300

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Geraldine F. Hirsch

Signature of Representative: John P. Bradshaw

Name of Representative: John P. Bradshaw

Title of Representative: Attorney at Law

Date: April 28, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John P. Bradshaw

Address: 3113 Independence St.

P. O. Box 1300

Cape Girardeau, MO 63702-1300

Please identify a person to contact for further information:

Name See above.

Title

Address

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: James F. Hirsch

Signature of Representative: John P. Bradshaw

Name of Representative: John P. Bradshaw

Title of Representative: Attorney at Law

Date: April 28, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John P. Bradshaw

Address: 3113 Independence St.

P. O. Box 1300

Cape Girardeau, MO 63702-1300

Please identify a person to contact for further information:

Name See above.

Title

Address

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Oscar C. Hirsch
Signature of Representative:	John P. Bradshaw
Name of Representative:	John P. Bradshaw
Title of Representative:	Attorney at Law
Date:	April 28, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	John P. Bradshaw
Address:	3113 Independence St.
	P. O. Box 1300
	Cape Girardeau, MO 63702-1300

Please identify a person to contact for further information:

Name	See above.
Title	
Address	

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Robert O. Hirsch

Signature of Representative: John P. Bradshaw

Name of Representative: John P. Bradshaw

Title of Representative: Attorney at Law

Date: April 28, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John P. Bradshaw

Address: 3113 Independence St.

P. O. Box 1300

Cape Girardeau, MO 63702-1300

Please identify a person to contact for further information:

Name See above.

Title

Address

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Housing Authority - Charleston, Missour
Signature of Representative:	
Name of Representative:	Richard N. Logan
Title of Representative:	Executive Director
Date:	November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	W. C. Banta, Jr.
Address:	Banta & Banta, Attorneys at Law 105 North First, P. O. Box 469 Charleston, Missorui 63834

Please identify a person to contact for further information:

Name	Richard N. Logan.
Title	Executive Director
Address	P. O. Box 67 Charleston, MO 63834

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Housing Authority of Johnson County
Signature of Representative:	Bill Weinstein
Name of Representative:	Bill Weinstein
Title of Representative:	Chirman of Board of Commissioners
Date:	11-13-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Mike McCormick and Associates
Address:	Attorneys At Law
	P.O. Box 547
	Corner of 5th And Vine
	Vienna, IL 62995

Please identify a person to contact for further information:

Name	Carol Watkins
Title	Executive Director
Address	401 North 4th Street
	P.O. Box 188
	Vienna, IL 62995

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Howell-Oregon Electric Coop., Inc.

Signature of Representative: Tom Lindsey

Name of Representative: Tom Lindsey

Title of Representative: General Manager

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Tom Lindsey

Address: P.O. Box 649

West Plains, MO 65775

Please identify a person to contact for further information:

Name Tom Lindsey

Title General Manager

Address P.O. Box 649

West Plains, MO 65775

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: INGRAM BARGE COMPANY

Signature of Representative: [signature]

Name of Representative: NEIL W DIEHL

Title of Representative: CHAIRMAN EMERITUS

Date: OCTOBER 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): JAMES E. ANDERSON, JR

Address: ONE BELLE MEADE PLACE
4400 HARDING ROAD
NASHVILLE, TN 37205

Please identify a person to contact for further information:

Name WILLIAM P. MORELLI

Title GENERAL COUNSEL

Address ONE BELLE MEADE PLACE
4400 HARDING ROAD
NASHVILLE, TN 37205

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Interlake Packaging Corporation
Signature of Representative:	R.A. Pedersen
Name of Representative:	R. A. Pedersen
Title of Representative:	President
Date:	November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	CT Corporation System
Address:	906 Olive Street
	St. Louis, MO 63101

Please identify a person to contact for further information:

Name	Don E. Wheeler
Title	Corporate Attorney
Address	Interlake Packaging Corporation
	550 Warrenville Road
	Lisle, IL 60532-4387

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	ITT Federal Services Corporation (fka Federal Electric Corporation)
Signature of Representative:	William Eisner
Name of Representative:	William Eisner
Title of Representative:	V.P., General Counsel
Date:	November 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Walter I. Skinner
Address:	ITT Federal Services Corporation
	1 Gateway Plaza
	1330 Inverness Drive
	Colorado Springs, CO 80910

Please identify a person to contact for further information:

Name	Walter I. Skinner
Title	Assistant Secretary
Address	ITT Federal Services Corporation 1 Gateway Plaza 1330 Inverness Drive Colorado Springs, CO 80910

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Jader Fuel Co., Inc.
Signature of Representative:	
Name of Representative:	Robert P. Downen
Title of Representative:	President
Date:	December 5, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Roger E. Myers
Address:	Jader Fuel Co., Inc.
	1 Fulton Avenue, P.O. Box 620
	Shawneetown, Illinois 62984

Please identify a person to contact for further information:

Name	Roger E. Myers
Title	General Manager
Address	P.O. Box 620
	Shawneetown, IL 62984

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Jefferson Smurfit Corporation (Shawnee Woodchips)
Signature of Representative:	
Name of Representative:	Karl K. Hoagland, Jr.
Title of Representative:	Vice President & General Counsel
Date:	November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	William H. Hoagland
Address:	Jefferson Smurfit Corporation
	8182 Maryland Avenue, 11th Floor
	Clayton, Missouri 63105

Please identify a person to contact for further information:

Name	Roy C. Cobb, Jr.
Title	Environmental Counsel
Address	Jefferson Smurfit Corporation
	8182 Maryland Avenue, 11th Floor
	Clayton, Missouri 63105

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: JIM SMITH CONTRACTING CO., INC.

Signature of Representative: [signature]

Name of Representative: C. Rex Smith

Title of Representative: President

Date: Nov. 4, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): C. Rex Smith

Address: Route 1, Box 27
Grand Rivers, KY 42045

Please identify a person to contact for further information:

Name TOM GARRETT

Title Attorney

Address 1500 Kentucky Avenue
Paducah, KY 42003
(502) 444-4430

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: KBOA

Signature of Representative: Kenneth E. Meyer

Name of Representative: Kenneth E. Meyer

Title of Representative: President

Date: 11-18-9

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): George Baldridge 1655

Address: 300 E. 15th St. PO 42

Joplin, Mo. 64802

Please identify a person to contact for further information:

Name: George Baldridge

Title: President

Address: 1300 E 15th St. - P.O. 426

Joplin Mo 64802

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: KLEIN ARMATURE WORK

Signature of Representative: Ronald R. Ellerbusch

Name of Representative: RONALD R. ELLERBUSCH

Title of Representative: PRESIDENT

Date: 11-12-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): RONALD R. ELLERBUSCH

Address: 1439 No. ELM
P.O. BOX 426
CENTRALIA, IL
62801

Please identify a person to contact for further information:

Name RONALD R. ELLERBUSCH

Title PRESIDENT

Address 1439 No ELM P.O BOX 426
CENTRALIA, IL 62801

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: KOPF ELECTRIC MOTOR SERVICE, INC

Signature of Representative: Rod Kopf

Name of Representative: ROD KOPF

Title of Representative: PRESIDENT

Date: 11/21/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): ROD KOPF

Address: KOPF ELECTRIC
1218 WEST MAIN
BELLEVILLE, ILLINOIS 62220

Please identify a person to contact for further information:

Name ROD KOPF

Title PRESIDENT

Address 1218 WEST MAIN
BELLEVILLE, ILLINOIS 62220

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Logan County Cooperative Power and Light Association, Inc.
Signature of Representative:	Herbert V. LeVan
Name of Representative:	Herbert V. LeVan
Title of Representative:	President
Date:	11-02-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Ken A. Keylor
Address:	P. O. Box 279
	Bellefontaine, OH 43311-0279

Please identify a person to contact for further information:

Name	Ken A. Keylor
Title	General Manager
Address	P. O. Box 279
	Bellefontaine, OH 43311-0279

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: LOWRY ELECTRIC COMPANY

Signature of Representative: R. W. Hartman

Name of Representative: R. W. Hartman

Title of Representative: President

Date: October 9, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Crystal M. Kennedy

Address: Thompson & Mitchell
One Mercantile Center
Suite 3400
St. Louis, MO 63101

Please identify a person to contact for further information:

Name R. W. Hartman

Title President

Address 3000 Missouri Ave.
East St. Louis, Il 62205

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: MAGNETEK INC.

Signature of Representative: Alan W. Harrington

Name of Representative: ALAN W. HARRINGTON

Title of Representative: VP OPERATIONS & FACILITIES

Date: NOVEMBER 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): ALAN W. HARRINGTON

Address: 1812 ALTACREST
GRAPEVINE, TX 76051

Please identify a person to contact for further information:

Name ALAN W. HARRINGTON

Title VP OPERATIONS & FACILITIES

Address 1812 ALTACREST
GRAPEVINE, TX 76051

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: McCARTHY BROTHERS COMPANY

Signature of Representative: Victor L. Ottenlips Jr.

Name of Representative: VICTOR L. OTTENLIPS, JR.

Title of Representative: CORPORATE ATTORNEY

Date: 11/14/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): TIMOTHY R. McCARTHY

Address: 1341 NORTH ROCK HILL RD.
ST. LOUIS, MO 63124

Please identify a person to contact for further information:

Name VICTOR L. OTTENLIPS, JR.

Title CORPORATE ATTORNEY

Address 1341 NORTH ROCK HILL RD.
ST. LOUIS, MO 63124

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	MFA INCORPORATED
Signature of Representative:	B.L. Frew
Name of Representative:	B.L. Frew
Title of Representative:	President
Date:	10-10-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Wayne H. Hoecker
Address:	2345 Grand
	P.O. Box 418200
	Kansas City, MO 64141

Please identify a person to contact for further information:

Name	Wayne H. Hoecker
Title	General Counsel
Address	2345 Grand Avenue ~~P.O. Box 418200~~ Kansas city, MO 64141

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	MIDWEST ELECTRIC, INC.
Signature of Representative:	
Name of Representative:	John L. Vogel
Title of Representative:	President
Date:	October 25, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	John F. Kuffner, Attorney
Address:	201 West North Street
	St. Marys, Ohio 45885
	Tele. (419) 394-2516

Please identify a person to contact for further information:

Name	Charles L. Spencer
Title	Manager - Midwest Electric, Inc.
Address	P. O. Box 10
	St. Marys, Ohio 45885
	Tele. (419) 394-4110

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Missouri Barge Line Co., Inc.

Signature of Representative: [illegible]

Name of Representative: Robert W. Erlbacher II

Title of Representative: President

Date: 11/18/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert W. Erlbacher II

Address: 102 N. Main Street
PO Box 1602
Cape Girardeau, Mo
63702

Please identify a person to contact for further information:

Name: Elizabeth E. Dombrowski

Title: Secretary

Address: 102 N. Main St. Po Box 1602
Cape Girardeau, Mo 63702

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Missouri Dry Dock & Repair Co. Inc.

Signature of Representative: [signature]

Name of Representative: Robert W. Erlbacher II

Title of Representative: President

Date: 11/18/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert W. Erlbacher II

Address: 500 Aquamsi Street
Po Box 700
Cape Girardeau, Mo
63702

Please identify a person to contact for further information:

Name Elizabeth E. Dombrowski

Title Secretary

Address 500 Aquamsi St. PO Box 700
Cape Girardeau, Mo 63702

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Missouri Portland Cement Co.

Signature of Representative: Fred W. Koester

Name of Representative: Fred W. Koester

Title of Representative: Vice President - Sales

Date: 11-15-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Max Frailey

Address: Missouri Portland Cement Co.
Rt. 1, Box 84A
Grand Chain, IL 62953

Please identify a person to contact for further information:

Name John S. Wittmayer

Title Environmental Manager

Address Lafarge Corporation
P. O. Box 324
Dallas, TX 75221-0324

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Municipal Utilities, Higgins

Signature of Representative: Bill Kolas

Name of Representative: BILL KOLAS

Title of Representative: Mayor

Date: 11/26/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert E. Williams

Address:

ROBERT E. WILLIAMS
ELECTRIC SUPV.
P.O. BOX 110
HIGGINSVILLE, MO 64037

Please identify a person to contact for further information:

Name

Title ROBERT E. WILLIAMS
ELECTRIC SUPV.

Address P.O. BOX 110
HIGGINSVILLE, MO 64037

816-584-2106

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	NL INDUSTRIES, INC.
Signature of Representative:	Janet D. Smith
Name of Representative:	Janet D. Smith
Title of Representative:	Associate General Counsel
Date:	November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	C T Corporation
Address:	906 Olive Street - Suite 600 St. Louis, MO 63101

Please identify a person to contact for further information:

Name	Janet D. Smith, Esq.
Title	Associate General Counsel
Address	NL Industries, Inc. 445 Park Avenue, Suite 1500 New York, New York 10022

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: North Central Missouri Electric Coo

Signature of Representative: B. L. Reeves

Name of Representative: B.L. Reeves

Title of Representative: General Manager

Date: October 14, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): B. L. Reeves

Address: P.O. Box 220

Milan, Mo 63556

Please identify a person to contact for further information:

Name B. L. Reeves

Title General Manager

Address P.O. Box 220 Milan, MO 63556

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Otis Elevator Company
Signature of Representative:	
Name of Representative:	Douglas J. Pew
Title of Representative:	Assistant Secretary
Date:	November 8, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Douglas J. Pew
Address:	Otis Elevator Ten Farm Springs
	Farmington, CT 06032

Please identify a person to contact for further information:

Name	Antonio B. Braz
Title	Attorney
Address	United Technologies Corporation One Financial Plaza
	Hartford, CT 06101

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Owensville Municipal Utilities
Signature of Representative:	Wesley H. Michel
Name of Representative:	Wesley H. Michel
Title of Representative:	Mayor
Date:	November 20, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Wesley H. Michel
Address:	City of Owensville 109 North Second St. Owensville, MO 65066

Please identify a person to contact for further information:

Name	Wesley H. Michel
Title	Mayor
Address	City of Owensville 109 North Second St. Owensville, MO 65066

Note: This document is signed with the understanding that a four (4 year pay schedule is approved as discussed with Mr. Al McMaho:

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	PSI Energy, Inc. (formerly Public Service Comna: of Indiana, Inc.)
Signature of Representative:	Jon D Noland
Name of Representative:	Jon D. Noland
Title of Representative:	Executive Vice President Law and Regulation
Date:	November 20, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Jon D. Noland
Address:	PSI Energy, Inc.
	1000 East Main Street
	Plainfield, Indiana 46168

Please identify a person to contact for further information:

Name	Barbara F. Gambill	J. William DuMond
Title	Associate Counsel	Counsel
Address	PSI Energy, Inc.	PSI Energy, Inc.
	1000 East Main Street	1000 East Main Street
	Plainfield, IN 46168	Plainfield, IN 46168
	317-838-1169	317-838-1318

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Paragon Water Utilities

Signature of Representative: Evelyn M. Zoller

Name of Representative: Evelyn M. Zoller

Title of Representative: Clerk-Treasurer

Date: 11-21-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Evelyn M. Zoller

Address: PO 66

Paragon In 46166-0066

Please identify a person to contact for further information:

Name Evelyn M. Zoller

Title Clerk-Treasurer

Address PO 66

Paragon In 46166-0066

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Paragould Light & Water Commission
Signature of Representative:	Mack Shotts (MD)
Name of Representative:	Mack Shotts
Title of Representative:	Chairman
Date:	March 6, 1992

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Larry Watson
Address:	Paragould Light & Water Commission
	303 West Court Street
	P.O. Box 9
	Paragould, Arkansas 72450

Please identify a person to contact for further information:

Name	Larry Watson
Title	Manager
Address	Paragould Light & Water Commission 303 West Court Street P.O. Box 9 Paragould, Arkansas 72450

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Paul Oberman and Company
Signature of Representative:	Paul Oberman
Name of Representative:	Paul Oberman
Title of Representative:	President
Date:	November 22, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Paul Oberman
Address:	11724 Lakeshore Drive
	St. Louis, MO 63141

Please identify a person to contact for further information:

Name	Paul Oberman
Title	President of Paul Oberman and Company
Address	11724 Lakeshore Drive
	St. Louis, MO 63141

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Peabody Coal Company

Signature of Representative: G. S. Shiflett

Name of Representative: G. S. Shiflett

Title of Representative: President

Date:

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): David R. Joest

Address: Midwest Division Counsel, Peabody Coal Company
1951 Barrett Court
Henderson, KY 42420

Please identify a person to contact for further information:

Name: David R. Joest

Title: Midwest Division Counsel

Address: Peabody Coal Company
1951 Barrett Court
Henderson, KY 42420

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Phillips Petroleum Company

Signature of Representative: [signature] *

Name of Representative: F. B. Jones

Title of Representative: * as representative of Phillips Petroleum Company, solely; Vice President, Research and Development, Phillips Petroleum Company

Date: November 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John L. Williford, Esq.

Address: Phillips Petroleum Company
1266-A Adams Building
Bartlesville, OK 74004

Please identify a person to contact for further information:

Name: Mr. Tony J. Watson

Title: Senior Attorney

Address: 1215 Adams Building
Bartlesville, OK 74004

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Plibrico Company

Signature of Representative:

Name of Representative: Robert W. Schaefer Jr.

Title of Representative: Secretary

Date: 11-22-91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Robert W. Schaefer Jr.

Address: 1800 N. Kingsbury
Chicago, Ill.
60613

Please identify a person to contact for further information:

Name Robert W. Schaefer Jr.

Title Secretary

Address 1800 N. Kingsbury
Chicago, Ill. 60613

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Pulaski County Housing Authority

Signature of Representative: _____

Name of Representative: Ira J. Hudson, III

Title of Representative: Chairman, Board of Commissioners

Date: November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Byron L. Connell, Jr.

Address: 309 Division Street, P.O. Box 826
Cairo, IL 62914
618-734-1505
FAX-618-745-1521

Please identify a person to contact for further information:

Name Byron L. Connell, Jr.

Title Attorney, Pulaski County Housing Authority

Address P. O. Box 826
Cairo, IL 62914

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Purolator Products Company (fka Facet Automotive)
Signature of Representative:	Roman E Boruta
Name of Representative:	Roman Boruta
Title of Representative:	President and Chief Executive Officer
Date:	November 15, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	CT CORPORATION SYSTEM
Address:	906 Olive St.
	St Louis, MO 63101

Please identify a person to contact for further information:

Name	James R. Skaggs Jr.
Title	Manager - Environmental, Safety & Health
Address	6120 S. Yale Avenue Tulsa, OK 74136

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Quincy Soybean Company

Signature of Representative: Michael J. Foster

Name of Representative: Michael J. Foster

Title of Representative: President

Date: December 09, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Jonathan H. Barnard

Address: 232 N. 6th St., PO Box 1069
Quincy, IL 62306

Please identify a person to contact for further information:

Name Jonathan H. Barnard

Title Attorney

Address 232 N. 6th St., PO Box 1069
Quincy, IL 62306

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: RATHUE ENTERPRISES, INC. SUCCESSOR TO BOOINE ELECTRIC OF DECATU

Signature of Representative: John W Kileen

Name of Representative: John W Kileen

Title of Representative: VP - Finance

Date: 2/14/92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): John W Kileen

Address: 1845 N 22ND ST
DECATUR IL 62526

Please identify a person to contact for further information:

Name: John W Kileen

Title: VP Finance

Address: 1845 N 22nd St
Decatur IL 62526

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Boeing Electric of Decatur

Signature of Representative: [signature]

Name of Representative: David J Rathke

Title of Representative: President

Date: 11/19/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Missouri Electric Works Steering Committee

Address:

720 Olive St

St Louis MO

Please identify a person to contact for further information:

Name: John W Kiegen

Title: VP Finance

Address: PO Box 976

Decatur IL 62525

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Richmond Power & Light

Signature of Representative: Irving A. Huffman

Name of Representative: Irving A. Huffman

Title of Representative: General Manager

Date: November 6, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name ROBERT A HART

Title SAFETY AND ENVIRONMENTAL DIRECTOR

Address 2000 U.S 27 SOUTH
RICHMOND, IN. 47374

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Irving A. Huffman

Address: General Manager
Richmond Power & Light
2000 U.S. 27 South
Richmond, IN 47374

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Rural Electric Convenience Coop. Co.
Signature of Representative:	
Name of Representative:	Lynn B. Johnson
Title of Representative:	President
Date:	October 28, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Del L. England
Address:	Manager
	PO Box 19
	Auburn, IL 62615

Please identify a person to contact for further information:

Name	Del L. England
Title	Manager
Address	PO Box 19
	Auburn, IL 62615

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Philips + Co.

Signature of Representative: Bud Cornelius

Name of Representative: Bud Cornelius

Title of Representative: Group Vice President

Date: 11/25/91

Group Vice Pre:
Electrical Gro
Sun Distributo:
L. P.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Karen P. Flynn, Esq.

Address: Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103-6993

Please identify a person to contact for further information:

Name Mr. Bud Cornelius

Title Group Vice President

Address Philips & Company
P. O. Box 978
Columbia, MO 65205

SIGNATURE PAGE FOR *SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT*

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a *Soil and Groundwater De Minimis Settling Defendant*.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: S.D.I. Operating Partners L.P. d/b/a Philips & Company

Signature of Representative: Louis J. Cissone

Name of Representative: Louis J. Cissone

Title of Representative: Vice President of S.D.I. Partners I. L General Partner of S.D.I. Operating Partners L.P. d/b/a Philips & Company

Date:

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Karen P. Flynn, Esquire

Address: Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

Please identify a person to contact for further information:

Name: Karen P. Flynn

Title: Of Counsel

Address: Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: SAC OSAGE ELECTRIC COOPERATIVE, INC.

Signature of Representative: Harold Myers

Name of Representative: HAROLD R MYERS

Title of Representative: GENERAL MANAGER

Date: OCTOBER 28, 1991.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): HAROLD R MYERS

Address: P O BOX 111
EL DORADO SPRINGS MO 64744

Please identify a person to contact for further information:

Name: HAROLD MYERS

Title: GENERAL MANAGER

Address: P O BOX 111
EL DORADO SPRINGS MO 64744

CHRIS HOBEROCK, ATTORNEY
EWING, CARTER, MCBETH, SMITH, GOSNELL, VICKERS AND HOBEROCK, ATTORNEYS
P O BOX 287
NEVADA MO 64772

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	SAM TANKSLEY TRUCKING CO.
Signature of Representative:	
Name of Representative:	Walter S. Drusch
Title of Representative:	Attorney
Date:	November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Walter S. Drusch
Address:	2913 Independence
	Cape Girardeau, MO 63701

Please identify a person to contact for further information:

Name	Walter S. Drusch
Title	Attorney
Address	2913 Independence
	Cape Girardeau, MO 63701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Sandner Electric Co.

Signature of Representative: [illegible]

Name of Representative: Charles D. Lintner

Title of Representative: Vice-president

Date: November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name Charles D. Lintner

Title Manager

Address 903 East St. Louis P.O. Box 158

West Frankfort, Il. 62896

TRIPLICATE INVOICE

INVOICE NO. 0153

SANDNER ELECTRIC COMPANY

P. O. BOX 158 • 903 E. ST. LOUIS ST.
WEST FRANKFORT, ILLINOIS 62896
PHONE 932-2366

FOR CUSTOMER'S USE ONLY

REGISTER NO. | VOUCHER NO.
TERMS APPROVED | PRICE APPROVED
CALCULATIONS CHECKED
TRANSPORTATION
FREIGHT BILL NO | AM
MATERIAL RECEIVED 19
DATE | SIGNATURE
SATISFACTORY AND APPROVED
ACCOUNTING DISTRIBUTION
AUDITED | FINAL APPROVAL

SOLD TO: Franklin County Housing Authority
P.O. Box 68
West Frankfort, Ill. 62896

SHIPPED TO & DESTINATION: CIPS-Benton

HOW SHIPPED AND ROUTE: D.S. 00661 signed by F.L. Lewis

DATE SHIPPED	CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	DATE	TERMS
9/1/78			9/8/78	30 DAYS NET CA

	Repair order 24448 75kVA General Electric transformer Dismantle, clean, replace & repair HV lugs & leads, repair bushing stud, replace gaskets and line connector, oil, assemble, test, paint frame	236.00

Thank You!

DELIVERY SLIP

SANDNER ELECTRIC CO. No. 00661

PHONE 932-2366

Box 158
903 E. St. Louis St.
West Frankfort, Illinois 62896, 9

Name [illegible]

Address [illegible]

Received Via _____ Customer's Order No. _____

ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
	Repair order 2444		
	75 KVA GE Transformer		
	S/N F899827-64Y		
	Pri 2400-4160		
	Sec 120/240		
	To be invoiced		

Farrel L. Lewis

SIGNED _____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Charles R. Lintner

Address: Sandner Electric Co.

903 East St. Louis, Box 158

West Frankfort, IL 62896

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: St. Louis University

Signature of Representative: Karen Davis

Name of Representative: Karen Davis

Title of Representative: Associate Vice President and General Counsel

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Karen Davis

Address: 221 N. Grand Blvd.
St. Louis, MO 63103
Attn: General Counsel

Please identify a person to contact for further information:

Name: Bruno R. Mazzotta

Title: Director of Risk Manangement

Address: 3500 Lindell Blvd.
St. Louis, MO 63103

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Shell Western E&P Inc.

Signature of Representative: S P Larsen

Name of Representative: for P. D. Ching

Title of Representative: Division Production Manager

Date: 6/29/92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): CT Corporation Systems, Registered Ag

Address: 208 South LaSalle Street

Chicago, Illinois 60604

Please identify a person to contact for further information:

Name: Tim J. Fusselman

Title: Attorney, Shell Oil Company

Address: P. O. Box 2463 (4860 OSP)

Houston, TX 77252

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Southeast Missouri Mental Health Cent

Signature of Representative: _____

Name of Representative: Keith Schafer

Title of Representative: Director, Dept. of Mental Health

Date: November 21, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name _____

Title _____

Address _____

_____

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Southeast Missouri Mental Heal

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Karen King, Esq.

Address: Office of the Attorney General
P.O. Box 899
Jefferson City, MO 65102

Please identify a person to contact for further information:

Name Karen King, Esq.

Title Office of the Attorney General

Address P.O. Box 899
Jefferson City, MO 65102

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant.***

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Southeast Missouri State University
Signature of Representative:	
Name of Representative:	Kenneth Dobbins
Title of Representative:	Vice President
Date:	November 26, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Joseph J. Russell
Address:	Limbaugh, Russell, Syler & Payne
	2027 Broadway, P. O. Box 1150
	Cape Girardeau, MO 63702-1150

Please identify a person to contact for further information:

Name	Joseph J. Russell
Title	Attorney
Address	2027 Broadway, P. O. Box 1150
	Cape Girardeau, Mo 63702-1150

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: SOUTHERN ILLINOIS MATERIALS C

Signature of Representative: Joe Regenhardt

Name of Representative: JOE REGENHARDT

Title of Representative: PRESIDENT

Date: NOVEMBER 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): DEL ELFRINK

Address: P.O. BOX 880
CAPE GIRARDEAU MO 63701

Please identify a person to contact for further information:

Name DEL ELFRINK

Title VICE PRESIDENT- FINANCE

Address P.O. BOX 880
CAPE GIRARDEAU, MO 63701

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party: STEUBEN CO REMC

Signature of Representative: Randy Coffey

Name of Representative: RANDY COFFEY

Title of Representative: ATTORNEY FOR CO-OP,

Date: 11-21-1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): RANDY COFFEY

Address: ATTORNEY AT LAW
109 South MARTHA ST.
ANGOLA, IN 46703
tel. 219-665-9378

Please identify a person to contact for further information:

Name: Roger Burlingame

Title: Mgr.-Steuben Co. REMC

Address: P.O. Box 359
ANGOLA, IN 46703

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

THE UNDERSIGNED PARTY enters into this Consent Decree in the matters of United States v. Union Electric Company, et al., and State of Missouri v. Union Electric Company, et al., relating to the Missouri Electric Works Superfund Site as a ***Soil and Groundwater De Minimis Settling Defendant***.

I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	SULLIVAN ELECTRIC COMPANY
Signature of Representative:	James R. West
Name of Representative:	James R. West
Title of Representative:	General Manager
Date:	November 27, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	James R. West
Address:	Sullivan Electric Company
	408 North Court Street
	Marion, IL 62959

Please identify a person to contact for further information:

Name	James R. West
Title	General Manager
Address	408 North Court Street
	Marion, IL 62959

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Teamsters Local 688 Insurance and Welfare Fund
Signature of Representative:	Brian A. Spector
Name of Representative:	Brian A. Spector
Title of Representative:	Attorney
Date:	November 14, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	John Cooney
Address:	300 South Grand
	St. Louis, Missouri 63103

Please identify a person to contact for further information:

Name	Brian A. Spector
Title	Attorney
Address	900 Walnut Street, Suite 520
	St. Louis, Missouri 63102

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: THE ANNA-JONESBORO WATER COMMISSION, a Public Corporation

Signature of Representative: J. O. Wells SDS

Name of Representative: J.O. Wells

Title of Representative: Chairman

Date: November 1, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): FINCH & KARRAKER, P.C.

Address: 402 East Vienna Street
P.O. Box 645
Anna, IL 62906
(618) 833-8578

Please identify a person to contact for further information:

Name R. CORYDON FINCH

Title ATTORNEY

Address FINCH & KARRAKER, P.C.
402 East Vienna Street
Anna, IL 62906

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	The L. E. Myers Co. Group
Signature of Representative:	
Name of Representative:	Byron D. Nelson
Title of Representative:	Sr. V.P. and General Counsel
Date:	October 23, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Byron D. Nelson
Address:	The L. E. Myers Co. Group
	2550 W. Golf Rd., Suite 200
	Rolling Meadows, Ill. 60008

Please identify a person to contact for further information:

Name	Byron D. Nelson
Title	Sr. V.P. and General Counsel
Address	The L. E. Myers Co. Group
	Rolling Meadows, Ill. 60008

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Texas Eastern Products Pipeline Company

Signature of Representative: [signature]

Name of Representative: James C. Ruth

Title of Representative: Vice Pres. & General Counsel

Date: Nov 8, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Richard B. Dreyfus

Address: 5400 Westheimer Ct.
Houston, Texas
77056

Please identify a person to contact for further information:

Name: Richard B. Dreyfus

Title: Senior Counsel

Address: 5400 Westheimer Ct.
Houston, TX 77056

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Texas Eastern Transmission Corporation

Signature of Representative: Steven L. Horton

Name of Representative: Steven L. Horton

Title of Representative: Vice President, Environment Affairs

Date: November 4, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Richard B. Dreyfus

Address: 5400 Westheimer Ct.
Houston, TX
77056

Please identify a person to contact for further information:

Name Richard B. Dreyfus

Title Senior Counsel

Address 5400 Westheimer Ct.
Houston, TX 77056

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Textron Inc. (Burkhart Foam)
Signature of Representative:	
Name of Representative:	Andrew C. Spacone
Title of Representative:	Litigation Counsel
Date:	November 19, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	Jamieson M. Schiff
Address:	Textron Inc.
	40 Westminster Street
	Providence, Rhode Island 02903

Please identify a person to contact for further information:

Name	Jamieson M. Schiff
Title	Assistant Environmental Counsel
Address	Textron Inc.
	40 Westminster Street
	Providence, Rhode Island 02903

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Tucson Electric Power Company

Signature of Representative: Toni K. Allen

Name of Representative: Toni K. Allen

Title of Representative: Attorney for Tucson Electric Power Co
Piper + Marbury, Washington DC

Date: November 20, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Mr. Steven J. Glaser, Esq.

Address: Tucson Electric Power Co.
220 West Sixth Street
Tucson, AZ 85702

Please identify a person to contact for further information:

Name Toni K. Allen

Title Piper + Marbury

Address 1200 - 19th Street, N.W.
Washington D.C. 20036

SIGNATURE PAGE FOR ***SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANT***

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	THE UNION COUNTY HOSPITAL DISTRICT, a Municipal Corporati
Signature of Representative:	Carol L. Goodman
Name of Representative:	Carol L. Goodman
Title of Representative:	Acting Administrator
Date:	November 1, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	FINCH & KARRAKER, P.C.
Address:	402 East Vienna Street P.O. Box 645 Anna, IL 62906 (618) 833-8578

Please identify a person to contact for further information:

Name	R. CORYDON FINCH
Title	ATTORNEY
Address	FINCH & KARRAKER, P.C. 402 East Vienna Street Anna, IL 62906

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Chester R. Upham, Jr.

Signature of Representative: Chester R Upham Jr

Name of Representative: Chester R. Upham, Jr.

Title of Representative: Individually

Date: 2/27/92

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Chester R. Upham, Jr.

Address: P.O. Box 940
Mineral Wells, TX 76067

Please identify a person to contact for further information:

Name Chester R. Upham, Jr.

Title Individually

Address P.O. Box 940
Mineral Wells, TX 76067

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party:	Upham Oil & Gas Company
Signature of Representative:	Chester R. Upham
Name of Representative:	Chester R. Upham, Jr.
Title of Representative:	Managing Co-Owner
Date:	November 13, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Address: _____

_____

_____

_____

Please identify a person to contact for further information:

Name	Chester R. Upham, Jr.
Title	Managing Co-Owner
Address	P.O. Box 940
	Mineral Wells, TX 76067

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Webster County Coal Corporatio

Signature of Representative: Robert G. Sachse

Name of Representative: Robert G. Sachse

Title of Representative: Acting President

Date: November , 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Mark Sherman

Address: HAPCO Coal Inc.
2525 Harrodsburg Road
One Paragon Centre, Suite 300
Lexington, KY 40504

Please identify a person to contact for further information:

Name Mark Sherman

Title Senior Attorney

Address 2525 Harrodsburg Road
One Paragon Centre, Suite 300
Lexington, KY 40504

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: WEST LAKE QUARRY AND MATERIAL COMPANY

Signature of Representative: _____

Name of Representative: W. E. Whitaker

Title of Representative: President

Date: November 18, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): S. Francis Baldwin

Address: West Lake Quarry and Material Company
12976 St. Charles Rock Road
Bridgeton, MO 63044
(314) 739-1122

Please identify a person to contact for further information:

Name S. Francis Baldwin

Title General Counsel

Address West Lake Quarry and Material Company
12976 St. Charles Rock Road
Bridgeton, MO 63044
(314) 739-1122

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: Westvaco Corporation

Signature of Representative: O.B. Burns Jr.

Name of Representative: O. B. Burns, Jr.

Title of Representative: Vice President

Date: 10/18/91

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Francis J. Murphy, Esq.

Address: Westvaco Corporation
299 Park Avenue
New York, New York 10171

Please identify a person to contact for further information:

Name: Francis J. Murphy, Esq.

Title: Attorney

Address: Westvaco Corporation
299 Park Avenue
New York, New York 10171

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I certify that I am a duly authorized representative of the undersigned party.

Name of Party: WeHerau Incorporated

Signature of Representative: Denis C. Dukes

Name of Representative: Denis C. Dukes

Title of Representative: Vice President, Labor Relations

Date: November 1, 1991

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): Denis C. Dukes

Address: WeHerau Incorporated
8920 Pershall Rd.
Hazelwood, MO 63042

Please identify a person to contact for further information:

Name Denis C. Dukes

Title Vice President, Labor Relations

Address 8920 Pershall Rd.
Hazelwood, MO 63042

PAYMENT AMOUNTS FOR SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
A & C SALVAGE	3	0.001647524	$203,622.38	$0.00	$203,622.38	$1,832.76
ABERNATHY WELDING SHOP	3	0.000029542	$4,000.00	$0.00	$4,000.00	$32.86
ABSORBENT CLAY PRODUCTS 10-23-91	2	0.000002711	$2,000.00	$1,000.00	$1,000.00	$3.02
ACME ELECTRIC COMPANY 11-15-91	3	0.000162375	$20,068.42	$0.00	$20,068.42	$180.63
ALLEN TRANSFORMER	3	0.000992080	$122,614.15	$0.00	$122,614.15	$1,103.62
~~ALLIED-SIGNAL for ALLIED CHEM fka MINERVA OIL~~ 11-[illegible]-91	1	0.000717609	$44,887.63	$1,406.07	$43,481.56	$798.29
ALUMINUM CO. OF AMERICA-WARRICK OPERATIONS	1	0.000186863	$11,688.64	$1,000.00	$10,688.64	$207.87
~~AMERICAN CHARCOAL COMPANY (MICHIGAN)~~ 11-[illegible]-91	2	0.000097932	$8,118.50	$1,000.00	$7,118.50	$108.94
~~AMERICAN LONGPONE~~	1	0.000059453	$3,718.93	$3,600.00	$118.93	$66.14
AMERICAN STEEL FOUNDRIES/DIV. AMSTED INDUS.	3	0.002562235	$316,674.13	$0.00	$316,674.13	$2,850.31
ANNA-JONESBORO WATER COMMISSION 11-1-91	3	0.000056959	$7,039.76	$0.00	$7,039.76	$63.36
ARA SERVICES, INC. (FRANKLIN COUNTY COAL) 11-26-91	1	0.000268029	$16,765.70	$1,000.00	$15,765.70	$298.16
ARIENS CO. 11-27-91	2	0.000565840	$46,907.46	$1,108.70	$45,798.76	$629.46
ATLAS PLASTICS CORP.	3	0.000507124	$62,676.96	$0.00	$62,676.96	$564.14
A. E. BIRK & SON	3	0.000525192	$64,910.06	$0.00	$64,910.06	$584.24
A. P. GREEN 10-11-91	1	0.000021690	$1,500.00	$1,000.00	$500.00	$24.13
B & D ELECTRIC, INC.	3	0.001740664	$215,133.70	$0.00	$215,133.70	$1,936.37
BARRY COUNTY ELECTRIC COOP	1	0.000764308	$47,808.77	$2,500.00	$45,308.77	$850.24
BARTON COUNTY ELECTRIC COOPERATIVE	1	0.003657910	$228,808.33	$7,655.78	$221,152.55	$4,069.17
BEAZER EAST, INC. fka KOPPERS 11-26-91	1	0.000448776	$28,071.73	$1,000.00	$27,071.73	$499.23
~~BELCHER ELECTRIC COMPANY~~ 11-20-91	2	0.000021690	$2,000.00	$1,000.00	$1,000.00	$24.13
BELL-AIRE (MUNICIPAL AIRPORT)	3	0.000028241	$4,000.00	$0.00	$4,000.00	$31.42
BEYER CRUSHED STONE	2	0.001351319	$112,022.65	$1,323.88	$110,698.77	$1,503.25
BILL SIMMONS	3	0.000020996	$4,000.00	$0.00	$4,000.00	$23.36
BLACK RIVER ELECTRIC COOP	1	0.001092334	$68,327.32	$2,140.30	$66,187.02	$1,215.15
BLUE DIAMOND COAL COMPANY	3	0.000532502	$65,813.49	$0.00	$65,813.49	$592.37
BOARD OF PUBLIC WORKS - MALDEN, MO 5-14-92	3	0.000110426	$13,647.92	$0.00	$13,647.92	$122.84
BOBBY G. CLARK & SONS DRILLING CO.	3	0.000098041	$12,117.19	$0.00	$12,117.19	$109.06
~~BODINE ELECTRIC OF DECATUR, INC.~~ 11-[illegible]/2-14-92	2	0.001425609	$118,181.20	$9,506.66	$108,674.54	$1,585.89
BOONE ELECTRIC 10-14-91	1	0.000010715	$1,500.00	$1,000.00	$500.00	$11.92
BRIDGE, MARION (FKA ARBUCKLE ELECTRIC INC.)	3	0.000409408	$50,599.98	$0.00	$50,599.98	$455.44
BRIDGESTONE/FIRESTONE INC. (FIRESTONE STORE) 11-21-91	2	0.000516277	$42,798.76	$1,000.03	$41,798.73	$574.32
BROADWAY TRUCK SALES	3	0.000826972	$102,207.95	$0.00	$102,207.95	$919.95
BROWN & ROOT 10-17-91	1	0.000093789	$5,866.71	$1,000.00	$4,866.71	$104.33
BULL MOOSE TUBE COMPANY	2	0.002627394	$217,807.63	$7,961.40	$209,846.23	$2,922.79
BUMPA TEL N/K/A SAFETY INDUSTRIES	3	0.000874431	$108,073.52	$0.00	$108,073.52	$972.74
BURLINGTON NORTHERN R.R. CO. fka FRISCO RWY. 12-4-91	2	0.000031256	$2,591.09	$1,000.00	$1,591.09	$34.77
CACHE RIVER LUMBER CO.	3	0.000056959	$7,039.76	$0.00	$7,039.76	$63.36
~~CAIRO PUBLIC UTILITY COMMISSION~~	1	0.003857658	$241,302.89	$6,865.37	$234,437.52	$4,291.38
CAPE ARMATURE CO.	3	0.000008133	$4,000.00	$0.00	$4,000.00	$9.05

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To David Hoefer	From Paul
Co. USEPA	Co. US
Dept.	Phone #
Fax # 551-7925	Fax #

PAYMENT AMOUNTS FOR
SOIL AND GROUNDWATER
DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
CAPE READY MIX	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
CARTER TRANSFORMER	1	0.000914992	$57,234.30	$1,044.75	$56,189.55	$1,017.87
CELOTEX CORPORATION	1	0.003318649	$207,586.97	$2,000.01	$205,586.96	$3,691.77
CENTRAL MATERIALS CORPORATION	3	0.000019282	$4,000.00	$0.00	$4,000.00	$21.45
CERRO SPAR CORPORATION	3	0.000519097	$64,156.75	$0.00	$64,156.75	$577.46
CHAFFEE GRAIN CO. (INC.)	3	0.000016137	$4,000.00	$0.00	$4,000.00	$17.95
CHARRESTONE CO. (COLUMBIA QUARRY CO.) 10-18-91	2	0.000014142	$2,000.00	$1,000.00	$1,000.00	$15.73
CHASE RESORTS, INC. (LODGE OF FOUR SEASONS)	2	0.001447842	$120,024.27	$1,000.00	$119,024.27	$1,610.62
CHEMETCO, INC.	2	0.000596489	$49,448.20	$1,000.00	$48,448.20	$663.55
CHEVRON CHEMICAL COMPANY	2	0.000624686	$51,785.75	$2,448.00	$49,337.75	$694.92
CHICAGO ELECTRIC COMPANY	2	0.002769835	$229,615.86	$5,325.76	$224,290.10	$3,081.25
CITIZENS UTILITIES COMPANY	2	0.003008474	$249,398.73	$1,964.90	$247,433.83	$3,346.72
CITY LIGHT & WATER - PARAGOULD, ARK 10-30-91	1	0.000582238	$36,419.98	$2,500.00	$33,919.98	$647.70
CITY OF CABOOL, MO	2	0.001310801	$108,663.76	$2,599.00	$106,064.76	$1,458.17
CITY OF CAMPBELL, MO 4-13-92	1	0.000042296	$2,645.71	$1,000.00	$1,645.71	$47.05
CITY OF CARMI, IL	2	0.001707043	$141,511.75	$3,511.31	$138,000.44	$1,898.97
CITY OF CASEY, IL 11-8-91	1	0.000740948	$46,347.53	$1,566.00	$44,781.53	$824.25
CITY OF FARMINGTON, MO 11-19-91	1	0.000595079	$37,223.20	$2,500.00	$34,723.20	$661.98
CITY OF HOUSTON, MO 11-9-91	2	0.000294991	$24,454.38	$1,000.00	$23,454.38	$328.16
CITY OF JACKSON, MO	1	0.002996740	$187,451.03	$5,447.01	$182,004.02	$3,333.66
[redacted]						
CITY OF JEFFERSON, MO 11-18-91	1	0.000127171	$7,954.79	$1,000.00	$6,954.79	$141.47
CITY OF MADISONVILLE, KY 11-13-91	1	0.000645292	$40,364.13	$1,000.00	$39,364.13	$717.84
CITY OF MOUNDS, IL	3	0.000291477	$36,024.51	$0.00	$36,024.51	$324.25
CITY OF MOUNT VERNON, MO	2	0.001178098	$97,662.89	$2,118.71	$95,544.18	$1,310.55
CITY OF SALEM, MO 11-18-91	1	0.000749298	$46,869.88	$2,131.00	$44,738.88	$833.54
CITY OF SEYMOUR, MO	1	0.000292800	$18,315.14	$1,000.00	$17,315.14	$325.72
CITY OF SHELBINA, MO 11-18-91	1	0.000151031	$9,447.25	$1,000.00	$8,447.25	$168.09
CITY OF STEELVILLE, MO 11-18-91	1	0.000466324	$29,169.37	$2,500.00	$26,669.37	$518.75
CITY OF THAYER, MO 11-19-91	1	0.000160509	$10,040.15	$1,000.00	$9,040.15	$178.56
CITY UTILITIES OF WEST PLAINS, MO	2	0.000713119	$59,116.67	$1,939.66	$57,177.01	$793.30
CLINTON COUNTY ELECTRIC COOPERATIVE 10-31-91	[redacted]					
CONSOLIDATED ALUMINUM 11-26-91	2	0.000082640	$6,850.82	$1,000.00	$5,850.82	$91.93
COTTER ELECTRIC CO.	3	0.001457385	$180,122.54	$0.00	$180,122.54	$1,621.24
C. L. MADDOX, INC.	3	0.000096783	$11,961.70	$0.00	$11,961.70	$107.66
DAMSON OIL CORPORATION 11-18-91	2	0.000093139	$7,721.11	$1,000.00	$6,721.11	$103.61
DAVIESS-MARTIN COUNTY REMC 10-22-91	1	0.001055981	$66,053.36	$2,721.61	$63,331.75	$1,174.71
DECATUR INDUSTRIAL ELECTRIC/MT. VERNON 12-6-91	1	0.001647828	$103,074.40	$5,699.99	$97,374.41	$1,833.09
DELMARVA POWER & LIGHT COMPANY 11-11-91	1	0.000291477	$18,232.38	$1,000.00	$17,232.38	$324.25
DOW CHEMICAL 10-24-91	1	0.000018935	$1,500.00	$1,000.00	$500.00	$21.06

PAYMENT AMOUNTS FOR SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

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DRON R. ELECTRIC COMPANY	3	0.000139600	$17,253.59	$0.00	$17,253.59	$155.30
DUGGER ELECTRIC EQUIPMENT CO.	1	0.001212803	$75,862.87	$1,188.17	$74,674.70	$1,349.16
DUTCH ELECTRIC	3	0.001817123	$224,583.51	$0.00	$224,583.51	$2,021.42
EAST PERRY LUMBER COMPANY 11-15-91	1	0.000143439	$8,972.37	$1,000.00	$7,972.37	$159.57
EBAUGH REFRIGERATION SERVICES INC.	3	0.000009001	$4,000.00	$0.00	$4,000.00	$10.01
ELECTRIC MACHINERY	3	0.000620370	$76,673.39	$0.00	$76,673.39	$690.12
ELECTRIC SUPPLY CO. 3-24-92	1	0.000016810	$1,500.00	$1,000.00	$500.00	$18.70
ELECTRIC WORLD, INC.	3	0.001008609	$124,656.91	$0.00	$124,656.91	$1,122.01
EMPIRE DOCK COMPANY (Under Final) 12-5-91	2	0.001010778	$83,792.22	$1,506.62	$82,285.60	$1,124.42
EMPIRE ELECTRIC CO., INC.	3	0.000146519	$18,108.76	$0.00	$18,108.76	$162.99
ERLBACHER GEAR & MACHINE WORKS	3	0.000802310	$99,159.89	$0.00	$99,159.89	$892.51
ESSEX PENDAFLEX 10-17-91	1	0.000035355	$2,211.55	$1,000.00	$1,211.55	$39.33
ESSEX WIRE COMPANY (UNITED TECHNOLOGIES) 11-6-91	1	0.000014424	$1,500.00	$1,006.65	$493.35	$16.06
EVANSVILLE PLATING WORKS INCORPORATED	3	0.000211027	$26,081.44	$0.00	$26,081.44	$234.75
FLORIDA ROCK INDUSTRIES, INC. 11-18-91	1	0.000256555	$16,047.96	$1,000.00	$15,047.96	[illegible]
FOX BROTHERS MANUFACTURING, INC.	3	0.000312343	$38,603.43	$0.00	$38,603.43	$347.46
FRANK STEVENS ELECTRIC CO	3	0.002220067	$274,384.62	$300.00	$274,084.62	$2,469.67
FRU-CON CONSTR. CORP. fka FRUIN COLNON	3	0.000070646	$8,731.34	$0.00	$8,731.34	$78.59
FULTON COUNTY REMC 10-24-91	1	0.000146866	$9,186.74	$2,500.00	$6,686.74	$163.88
GENERAL CABLE CORP. (PENN CENTRAL CORP.) 11-26-91	2	0.000632300	$52,416.88	$1,238.92	$51,177.96	$703.39
GENERAL ELECTRIC COMPANY 11-7-91	1	0.000265708	$16,620.53	$1,000.00	$15,620.53	$295.68
GENERAL IRON & SALVAGE CO.	3	0.000160509	$19,837.87	$0.00	$19,837.87	$178.56
GLOW ELECTRIC CO.	3	0.000291737	$36,056.68	$0.00	$36,056.68	$324.54
GOTTMAN ELECTRIC	3	0.000140164	$17,323.29	$0.00	$17,323.29	$155.92
GUNTHER-NASH MINING CONSTR. CO. 11-14-91	2	0.000399105	$33,085.34	$2,000.00	$31,085.34	$443.98
H AND H MANUFACTURING CO.	3	0.000053966	$6,669.81	$0.00	$6,669.81	$60.03
HANCOCK WOOD ELECTRIC COOPERATIVE	1	0.000544952	$34,087.68	$2,700.00	$31,387.68	$606.22
HANNON ELECTRIC CO.	3	0.00014858	$18,363.43	$0.00	$18,363.43	$165.28
HARRIS MOTORS 11-21-91	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
HARRIS TRUCK & TRAILER SALES, INC. 11-21-91	3	0.000010801	$4,000.00	$0.00	$4,000.00	$12.02
HART MFG., DIV. OF MIDLAND BRAKE	2	0.000045593	$3,779.64	$1,000.00	$2,779.64	$50.72
HEVI-DUTY ELECTRIC	3	0.000045398	$5,610.90	$0.00	$5,610.90	$50.50
HILL PLUMBING & HEATING	3	0.000036830	$4,551.99	$0.00	$4,551.99	$40.97
HIMMELBERGER-HARRISON (ROWE FURNITURE)	2	0.000254668	$21,111.68	$1,000.00	$20,111.68	$283.30
HOUSING AUTHORITY-CHARLESTON, MO 11-19-91	2	0.000073877	$6,124.39	$1,000.00	$5,124.39	[illegible]
HOWELL OREGON ELECTRIC COOPERATIVE 11-18-91	1	0.001197511	$74,906.33	$4,556.21	$70,350.12	$1,332.15
HUNTINGTON ELECTRIC INC	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
H. [illegible] ENTERPRISES 11-1-91	2	0.000816648	$67,699.08	$1,000.00	$66,699.08	$908.40
ILLINOIS DMHDD (ANNA MENTAL HEALTH)	3	0.000008133	$4,000.00	$0.00	$4,000.00	$9.05
ILLINOIS ELECTRIC & GAS COMPANY nka CIPS	1	0.002880674	$180,190.91	$5,926.92	$174,263.99	$3,204.55

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(Alphabetical)

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IMPERIAL ELECTRIC	3	0.000468515	$57,905.14	$0.00	$57,905.14	$521.19
INDEPENDENT ELECTRIC MACHINERY CO.	2	0.00202956	$168,247.94	$5,300.56	$162,947.38	$2,257.74
INDUSTRIAL MOTOR SERVICE	3	0.000390733	$48,291.82	$0.00	$48,291.82	$434.66
INGRAM BARGE CO 11-15-91	2	0.000022775	$2,000.00	$1,000.00	$1,000.00	$25.34
INTERLAKE PACKAGING CORPORATION 11-19-91	1	0.000470684	$29,442.07	$1,000.00	$28,442.07	$523.60
INTERNATIONAL HAT CO	1	0.000018415	$1,500.00	$1,000.00	$500.00	$20.49
ITT FEDERAL SERVICES CORP. fka FEDERAL ELEC. 11-15-91	2	0.000519097	$43,032.52	$1,017.11	$42,015.41	$577.46
J & M SURPLUS EQUIPMENT INC.	3	0.000801855	$99,103.59	$0.00	$99,103.59	$892.01
JEFFERSON SMURFIT CORP. (SHAWNEE WOODCHIPS) 11-18-91	2	0.000262368	$21,750.01	$1,000.00	$20,750.01	$291.87
JIM SMITH CONTRACTING CO., INC 11-4-91	1	0.001131681	$70,788.51	$2,217.39	$68,571.12	$1,258.92
JIM'S ELECTRIC N/K/A JIMELCO	1	0.001034637	$64,718.29	$1,013.62	$63,704.67	$1,150.96
JOHNSON COUNTY HOUSING AUTHORITY	2	0.000325357	$26,971.75	$1,000.00	$25,971.75	$361.94
JOLIET EQUIPMENT CO.	3	0.003719923	$459,756.14	$0.00	$459,756.14	$4,138.16
J. E. BERGER CORP.	3	0.003017649	$372,960.08	$1,049.00	$371,911.08	$3,356.92
J. F. FORD	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
J. PAUL BEHRENS, former owner of HART MFG. CO	3	0.000045593	$5,635.02	$0.00	$5,635.02	$50.72
KAGMO ELECTRIC MOTOR CO.	1	0.003948476	$246,983.72	$8,400.00	$238,583.72	$4,392.40
KASKASKIA CONSTRUCTORS	3	0.002262342	$279,609.48	$0.00	$279,609.48	$2,516.70
KBOA RADIO STATION 11-18-91	2	0.000076047	$6,304.19	$1,000.00	$5,304.19	$84.60
KFMP RADIO	3	0.000217382	$26,866.91	$0.00	$26,866.91	$241.82
KFVS-TV 11-12-91	1	0.002102353	$131,505.67	$4,119.31	$127,386.36	$2,338.72
KLEIN ARMATURE WORKS 11-12-91	1	0.000106044	$6,633.29	$1,000.00	$5,633.29	$117.97
KNOBEL REDMAN CONSTRUCTION CO	2	0.001409601	$116,854.19	$1,000.00	$115,854.19	$1,568.08
KOERNER ELECTRIC MOTOR COMPANY	2	0.000966724	$80,140.25	$1,364.21	$78,776.04	$1,075.41
KOPF ELECTRIC 11-21-91	3	0.000059215	$7,318.57	$0.00	$7,318.57	$65.87
LEE ROWAN COMPANY	2	0.000421294	$34,924.81	$1,000.00	$33,924.81	$468.66
LOGAN COUNTY CO-OPERATIVE POWER & LIGHT ASSN. 11-2-91	1	0.000038587	$2,413.70	$1,000.00	$1,413.70	$42.93
LONE STAR INDUSTRIES, INC.	3	0.000349455	$43,190.27	$200.00	$42,990.27	$388.75
LOWRY ELECTRIC 10-9-91	2	0.000629155	$52,156.16	$1,000.00	$51,156.16	$699.89
MADISON MEMORIAL HOSPITAL	3	0.000063206	$7,811.84	$0.00	$7,811.84	$70.31
MAGNETEK, INC. 11-15-91	1	0.000540093	$33,783.77	$2,044.68	$31,739.09	$600.82
MAIN BROS. BOX & LUMBER COMPANY INC.	3	0.000393444	$48,626.92	$0.00	$48,626.92	$437.68
MAPS INDUSTRIAL ELECTRIC	3	0.000262368	$32,426.88	$200.00	$32,226.88	$291.87
MARATHON OIL COMPANY	3	0.001067173	$131,895.06	$2,091.00	$129,804.06	$1,187.16
MARION ELECTRIC MOTOR SERVICE CO., INC	3	0.000010303	$4,000.00	$0.00	$4,000.00	$11.46
MAYFIELD ELECTRIC AND WATER SYSTEM	1	0.000403248	$25,223.86	$1,132.88	$24,090.98	$448.59
MCCARTHY BROTHERS CONSTRUCTION 11-14-91	1	0.000067218	$4,204.66	$1,000.00	$3,204.66	$74.78
MELTON ELECTRIC COMPANY	2	0.000394355	$32,691.55	$1,488.99	$31,202.56	$438.69
MFA INCORPORATED 10-10-91	1	0.000071079	$4,446.16	$1,000.00	$3,446.16	$79.07
MIDWEST DIESEL	2	0.000273170	$22,645.48	$1,000.00	$21,645.48	$303.88

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MIDWEST ELECTRIC, INC. 10-25-91	1	0.000014098	$1,500.00	$1,044.01	$455.99	$15.68
MIDWEST IRON & STEEL	3	0.002263340	$279,732.79	$0.00	$279,732.79	$2,517.81
MISSOURI BARGE LINE COMPANY, INC. 11-18-91	2	0.000031256	$2,591.09	$1,000.00	$1,591.09	$34.77
MISSOURI DRY DOCK 11-18-91	2	0.000168014	$13,928.21	$1,000.00	$12,928.21	$186.90
MISSOURI PORTLAND CEMENT 11-[illegible]	1	0.001610820	$100,740.74	$3,500.01	$97,240.73	$1,791.59
MJM ELECTRIC COOPERATIVE	1	0.001821634	$113,946.25	$5,698.78	$108,247.47	$2,026.44
MOBIL OIL CO.	1	0.001250458	$78,218.23	$1,525.75	$76,692.48	$1,391.05
MORGANTOWN ORD. WKS./DIV. PRINCESS COALS, INC	1	0.003457685	$216,283.91	$2,258.32	$214,025.59	$3,846.43
MOUNT CARMEL PUBLIC UTILITY CO.	1	0.000927269	$58,002.25	$2,500.00	$55,502.25	$1,031.52
MUNICIPAL LIGHT & POWER - NEW MADRID	3	0.000490487	$60,620.79	$0.00	$60,620.79	$545.63
MUNICIPAL UTILITIES - HIGGINSVILLE, MO	2	0.000309935	$25,693.29	$1,000.00	$24,693.29	$344.78
N L INDUSTRIES, INC. 11-19-91	1	0.000301411	$18,853.78	$1,000.00	$17,853.78	$335.30
NATIONAL WRECKING COMPANY (INC.)	3	0.000755133	$93,329.15	$0.00	$93,329.15	$840.03
NEW MAC ELECTRIC COOPERATIVE	1	0.002017391	$126,191.17	$5,640.77	$120,550.40	$2,244.21
NORTH CENTRAL MISSOURI ELECTRIC 10-14-91	1	0.000010303	$1,500.00	$1,000.00	$500.00	$11.46
OLD JUDGE COFFEE CO, DIV. OF C.F.O'N.C. CORP.	2	0.000858944	$71,205.41	$1,000.00	$70,205.41	$955.52
OTIS ELEVATOR COMPANY 11-08-91	2	0.000197926	$16,407.81	$1,000.00	$15,407.81	$220.18
OWENSVILLE MUNICIPAL UTILITIES 11-20-91	2	0.000634447	$52,594.90	$1,243.12	$51,351.78	$705.78
P W ELECTRONICS	3	0.000048803	$6,031.78	$0.00	$6,031.78	$54.29
PARAGON WATER UTILITIES 11-21-91	2	0.000097694	$8,098.72	$1,000.00	$7,098.72	$108.68
PAUL OBERMAN & CO., INC. 11-22-91	1	0.001528292	$95,597.19	$2,998.93	$92,598.26	$1,700.16
PEABODY COAL COMPANY	1	0.002067691	$129,337.54	$2,729.65	$126,607.89	$2,300.16
PET INCORPORATED	1	0.001135563	$71,031.37	$2,225.00	$68,806.37	$1,263.24
PHILIPS & COMPANY 11-25-91	1	0.002255488	$141,084.51	$2,209.70	$138,874.81	$2,509.07
PHILLIPS PETROLEUM COMPANY 11-15-91	1	0.000777605	$48,640.47	$1,481.68	$47,158.79	$865.03
PLIBRICO COMPANY	2	0.000879029	$72,870.46	$1,000.00	$71,870.46	$977.86
PORKORNY ELECTRIC MOTOR SERVICE	3	0.000004837	$4,000.00	$0.00	$4,000.00	$5.38
PSI ENERGY (PUBLIC SERVICE CO. OF IND.) 11-20-91	1	0.000761966	$47,662.24	$1,000.00	$46,662.24	$847.63
PUBLIC ICE SERVICE COMPANY	3	0.000027655	$4,000.00	$0.00	$4,000.00	$30.76
PULASKI COUNTY HOUSING AUTHORITY 11-21-91	2	0.000322689	$26,750.58	$1,000.00	$25,750.58	$358.97
PUROLATOR PRODUCTS CO. fka FACET AUTOMOTIVE 11-15-91	1	0.000166735	$10,429.55	$2,355.00	$8,074.55	$185.48
QUALITY ELECTRIC	3	0.000133505	$16,500.29	$0.00	$16,500.29	$148.52
QUALITY ELECTRIC SERVICE, INC.	3	0.000654988	$80,951.93	$0.00	$80,951.93	$728.63
QUINCY SOYBEAN COMPANY 12-9-91	2	0.001165865	$96,648.75	$2,432.06	$94,216.69	$1,296.94
RICHARDS ELECTRIC MOTOR CO.	2	0.002834408	$234,968.85	$4,678.74	$230,290.11	$3,153.08
RICHMOND POWER & LIGHT 11-6-91	1	0.000041212	$2,577.88	$1,000.00	$1,577.88	$45.85
RIVER CITY FOODS NKA BRADY FOODS	3	0.000010715	$4,000.00	$0.00	$4,000.00	$11.92
RIVER MARINE SERVICES INC.	3	0.000183653	$22,698.28	$0.00	$22,698.28	$204.30
ROBERT MENZ	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
ROY G. LETOURNEAU CO	3	0.002781136	$343,728.70	$0.00	$343,728.70	$3,093.82

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RURAL ELECTRIC CONVENIENCE COOPERATIVE 10-28-91	1	0.000997004	$62,364.28	$2,500.00	$59,864.28	$1,109.10
R. B. POTASHNICK	3	0.000018003	$4,000.00	$0.00	$4,000.00	$20.03
SACHS ELECTRIC	1	0.003845468	$240,540.39	$7,403.41	$233,136.98	$4,277.82
SAC-OSAGE ELECTRIC COOPERATIVE 10-28-91	1	0.001074157	$67,190.34	$2,500.00	$64,690.34	$1,194.93
SAM TANKSLEY TRUCKING COMPANY 11-21-91	3	0.000026137	$4,000.00	$0.00	$4,000.00	$29.08
SANDNER ELECTRIC 11-21-91	1	0.000137995	$8,631.82	$1,161.18	$7,470.64	$153.51
SCOTT-NEW MADRID-MISSISSIPPI COOP.	1	0.003750572	$234,604.49	$13,335.90	$221,268.59	$4,172.25
SIKESTON PUBLIC SCHOOLS	3	0.000031256	$4,000.00	$0.00	$4,000.00	$34.77
SKOOG & STUART COAL CO., INC	3	0.000305163	$37,716.09	$0.00	$37,716.09	$339.47
SOUTHEAST MISSOURI MENTAL HEALTH CENTER 11-21-91	1	0.001106324	$69,202.44	$2,167.71	$67,034.73	$1,230.71
SOUTHEASTERN ELECTRIC	3	0.000106283	$13,135.89	$0.00	$13,135.89	$118.23
SOUTHEASTERN MISSOURI UNIVERSITY 11-26-91	2	0.000356960	$29,591.60	$1,000.00	$28,591.60	$397.00
SOUTHERN ILLINOIS MATERIALS CO., INC. 11-19-91	2	0.000079170	$6,563.13	$1,000.00	$5,563.13	$88.07
SOUTHERN OIL COMPANY	3	0.000056330	$6,962.02	$0.00	$6,962.02	$62.66
STANLEY MUFFLER	3	0.000402033	$49,688.51	$0.00	$49,688.51	$447.23
STATESVILLE CORRECTION CENTER	3	0.000442486	$54,688.19	$0.00	$54,688.19	$492.24
STEUBEN COUNTY REMC	1	0.000033620	$2,103.01	$2,500.00	($396.99)	$37.40
ST. JAMES MUNICIPAL UTILITIES 12-12-91	1	0.001227184	$76,762.41	$2,404.52	$74,357.89	$1,365.16
ST. LOUIS STEEL CASTING INC.	1	0.001919610	$120,074.82	$3,841.87	$116,232.95	$2,135.43
ST. LOUIS UNIVERSITY 11-18-91	1	0.000098952	$6,189.62	$1,000.00	$5,189.62	$110.08
SULLIVAN ELECTRIC - MARION, IL	2	0.000530398	$43,969.34	$1,000.00	$42,969.34	$590.03
SUMTER ELECTRIC COOPERATIVE, INC.	1	0.000906663	$56,713.30	$1,000.00	$55,713.30	$1,008.60
SWANSON-NUNN ELECTRIC CO., INC	1	0.002272515	$142,149.58	$4,963.20	$137,186.38	$2,528.01
TEAMSTERS LOCAL 688 INS. AND WELFARE FUND 11-14-91	1	0.000175996	$11,008.90	$1,000.00	$10,008.90	$195.78
TEXAS EASTERN PRODUCTS PIPELINE COMPANY 11-8-91	1	0.000752856	$47,092.39	$1,502.84	$45,589.55	$837.50
TEXAS EASTERN TRANSMISSION CORPORATION 11-4-91	1	0.000004056	$1,500.00	$4,542.16	($3,042.16)	$4.50
TEXIRON, INC. (BURKHART FOAM) 11-19-91	2	0.000110968	$9,199.17	$1,000.00	$8,199.17	$123.44
THE L.E. MYERS CO. GROUP 10-23-91	1	0.000014142	$1,500.00	$1,000.00	$500.00	$16.73
TIPMONT REMC	1	0.003476577	$217,465.67	$7,688.55	$209,777.12	$3,867.45
TOASTMASTER, INC.	1	0.002406909	$150,556.18	$1,572.03	$148,984.15	$2,677.52
TODT INDUSTRIAL	3	0.000367762	$45,452.86	$0.00	$45,452.86	$409.11
TROJAN POWDER COMPANY	2	0.003353939	$278,037.33	$3,587.51	$274,449.82	$3,731.02
TUCSON ELECTRIC POWER 11-20-91	2	0.001567617	$129,953.47	$1,535.78	$128,417.69	$1,743.86
TUREK ELECTRIC COMPANY, INC.	3	0.000023924	$4,000.00	$0.00	$4,000.00	$26.61
UNION COUNTY HOSPITAL 11-1-91	1	0.000278918	$17,446.81	$1,000.00	$16,446.81	$310.28
UPHAM OIL COMPANY 11-13-91	2	0.000072880	$6,041.67	$1,000.00	$5,041.67	$81.07
UTILITIES SERVICES, INC. (ARK)	3	0.002832217	$350,041.97	$0.00	$350,041.97	$3,150.64
UTILITY CONSTRUCTION	3	0.000176799	$21,851.15	$0.00	$21,851.15	$196.68
U.S. TRANSFORMER	3	0.001697499	$209,798.93	$0.00	$209,798.93	$1,888.35
VAUGHN ELECTRIC COMPANY, INC.	2	0.000059735	$4,952.01	$1,000.00	$3,952.01	$66.45

PAYMENT AMOUNTS FOR SOIL AND GROUNDWATER DE MINIMIS SETTLING DEFENDANTS

(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
VERNON BAGWELL	3	0.001457884	$180,184.20	$0.00	$180,184.20	$1,621.79
VILLAGE OF THEBES, IL	3	0.000042296	$5,227.54	$996.00	$4,231.54	$47.05
WAYNE COUNTY REMC	1	0.002905423	$181,739.00	$10,011.98	$171,727.02	$3,232.08
WEBSTER COUNTY COAL 11-22-91	1	0.001333966	$83,441.82	$2,613.75	$80,828.07	$1,483.94
WEST LAKE QUARRY & MATERIAL COMPANY 11-18-91	3	0.000009001	$4,000.00	$0.00	$4,000.00	$10.01
WESTINGHOUSE ELECTRIC	1	0.001510289	$94,471.07	$3,900.00	$90,571.07	$1,680.09
WESTMORELAND COAL COMPANY	2	0.001888159	$156,526.03	$1,849.81	$154,676.22	$2,100.45
~~WESTVACO CORPORATION 10-28-91~~	~~3~~	~~0.000061275~~	~~$7,573.24~~	~~$0.00~~	~~$7,573.24~~	~~$68.10~~
WETTERAU INC. 11-4-91	1	0.000069474	$4,345.75	$1,000.00	$3,345.75	$77.29
WHIRLPOOL CORPORATION	1	0.001205992	$75,436.83	$1,181.50	$74,255.33	$1,341.58
WILLARD AUSTIN	3	0.000009847	$4,000.00	$0.00	$4,000.00	$10.95
WILLIAM HORN	3	0.000098952	$12,229.78	$0.00	$12,229.78	$110.08
WILLIAMSON COAL COMPANY	3	0.001605098	$198,378.75	$0.00	$198,378.75	$1,785.56
WRIGHT ELECTRIC CONTRACTING	3	0.000175129	$21,644.72	$0.00	$21,644.72	$194.82
ZELLER ELECTRIC	2	0.000721296	$59,794.56	$1,413.30	$58,381.26	$802.39

COST OF SOIL REMEDIATION, GROUNDWATER INVESTIGATION, AND GROUNDWATER REMEDIATION	=	$36,803,076.50
EPA'S PAST RESPONSE COSTS	=	$1,112,430.17
EPA'S FUTURE RESPONSE COSTS	=	$3,891,090.50
MEWSC EXPENSES THROUGH 10/31/91	=	$1,510,397.73

PAYMENT AMOUNTS FOR
SOIL and GROUNDWATER
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(Alphabetical)

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A & C SALVAGE	3	0.001647525	$203,622.38	$0.00	$203,622.38	$1,832.76
ABERNATHY WELDING SHOP	3	0.000029542	$4,000.00	$0.00	$4,000.00	$32.86
ABSORBENT CLAY PRODUCTS, INC.	2	0.000002711	$2,000.00	$1,000.00	$1,000.00	$3.02
ACME ELECTRIC CO., INC.	3	0.000162375	$20,068.42	$0.00	$20,068.42	$180.63
ALLEN TRANSFORMER	3	0.000992081	$122,614.15	$0.00	$122,614.15	$1,103.62
ALLIED-SIGNAL INC. (for ALLIED CHEMICAL fka MINERVA OIL)	1	0.000717609	$44,887.63	$1,406.07	$43,481.56	$798.29
ALUMINUM COMPANY OF AMERICA (WARRICK OPERATIONS)	1	0.000186864	$11,688.64	$1,000.00	$10,688.64	$207.87
AMERICAN CHARCOAL COMPANY (MICHIGAN)	2	0.000097933	$8,118.50	$1,000.00	$7,118.50	$108.94
AMERICAN FAMILY BROADCAST GROUP, INC. (for KFVS-TV)						
AMERICAN STEEL FOUNDRIES/DIV. AMSTED INDUS.	3	0.002562236	$316,674.13	$0.00	$316,674.13	$2,850.31
ARA SERVICES, INC. (FRANKLIN COUNTY COAL)	1	0.000268030	$16,765.70	$1,000.00	$15,765.70	$298.16
ARCH OF ILLINOIS, INC.	1	0.000263820	$16,502.42	$0.00	$16,502.42	$293.48
ARIENS COMPANY	2	0.000565841	$46,907.46	$1,108.70	$45,798.76	$629.46
ATLAS PLASTICS CORP.	3	0.000507124	$62,676.96	$0.00	$62,676.96	$564.14
A. E. BIRK & SON	3	0.000525192	$64,910.06	$0.00	$64,910.06	$584.24
A. P. GREEN INDUSTRIES, INC.	1	0.000021691	$1,500.00	$1,000.00	$500.00	$24.13
B & D ELECTRIC, INC.	3	0.001740664	$215,133.70	$0.00	$215,133.70	$1,936.37
BARRY ELECTRIC COOPERATIVE	1	0.000764309	$47,808.77	$2,500.00	$45,308.77	$850.24
BARTON COUNTY ELECTRIC COOPERATIVE	1	0.003657910	$228,808.33	$7,655.78	$221,152.55	$4,069.17
BEAZER EAST, INC. (fka KOPPERS)	1	0.000448777	$28,071.73	$1,000.00	$27,071.73	$499.23
BELCHER ELECTRIC, INC.	2	0.000021691	$2,000.00	$1,000.00	$1,000.00	$24.13
BELL-AIRE (MUNICIPAL AIRPORT)	3	0.000028241	$4,000.00	$0.00	$4,000.00	$31.42
BEYER CRUSHED STONE	2	0.001351319	$112,022.65	$1,323.88	$110,698.77	$1,503.25
BILL SIMMONS	3	0.000020996	$4,000.00	$0.00	$4,000.00	$23.36
BLACK RIVER ELECTRIC COOPERATIVE	1	0.001092334	$68,327.32	$2,140.30	$66,187.02	$1,215.15
BLUE DIAMOND COAL COMPANY	3	0.000532502	$65,813.49	$0.00	$65,813.49	$592.37
BOBBY G. CLARK & SONS DRILLING CO.	3	0.000098041	$12,117.19	$0.00	$12,117.19	$109.06
BOONE ELECTRIC COOPERATIVE	1	0.000010715	$1,500.00	$1,000.00	$500.00	$11.92
BORDEN, INC.	1	0.000021810	$1,500.00	$0.00	$1,500.00	$24.26
BRIDGESTONE/FIRESTONE INC. (FIRESTONE STORE)	2	0.000516278	$42,798.76	$1,000.03	$41,798.73	$574.32
BROADWAY TRUCK SALES	3	0.000826973	$102,207.95	$0.00	$102,207.95	$919.95
BROWN & ROOT, INC.	1	0.000093790	$5,866.71	$1,000.00	$4,866.71	$104.33
BULL MOOSE TUBE COMPANY	2	0.002169414	$179,841.67	$7,961.40	$171,880.27	$2,413.32
BUMPA TEL N/K/A SAFETY INDUSTRIES	3	0.000874431	$108,073.52	$0.00	$108,073.52	$972.74
BURLINGTON NORTHERN RAILROAD COMPANY (fka FRISCO RWY.)	2	0.000031256	$2,591.09	$1,000.00	$1,591.09	$34.77
CACHE RIVER LUMBER CO.	3	0.000056959	$7,039.76	$0.00	$7,039.76	$63.36
CAPE ARMATURE CO.	3	0.000008134	$4,000.00	$0.00	$4,000.00	$9.05
CAPE READY MIX	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
CARTER TRANSFORMER	1	0.000914993	$57,234.30	$1,044.75	$56,189.55	$1,017.87
CELOTEX CORPORATION	1	0.003318649	$207,586.97	$2,000.01	$205,586.96	$3,691.77
CENTRAL ILLINOIS PUBLIC SERVICE COMPANY (fka IL. E & G CO.)	1	0.002880674	$180,190.91	$5,926.92	$174,263.99	$3,204.55
CENTRAL MATERIALS CORPORATION	3	0.000019283	$4,000.00	$0.00	$4,000.00	$21.45
CERRO SPAR CORPORATION	3	0.000519097	$64,156.75	$0.00	$64,156.75	$577.46
CHAFFEE GRAIN CO. (INC.)	3	0.000016138	$4,000.00	$0.00	$4,000.00	$17.95
CHASE RESORTS, INC. (LODGE OF FOUR SEASONS)	2	0.001447842	$120,024.27	$1,000.00	$119,024.27	$1,610.62
CHEMETCO, INC.	2	0.000596489	$49,448.20	$1,000.00	$48,448.20	$663.55

PAYMENT AMOUNTS FOR
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CHESTER R. UPHAM, JR.	2	0.000072880	$6,041.67	$1,000.00	$5,041.67	$81.07
CHEVRON CHEMICAL COMPANY	2	0.000624687	$51,785.75	$2,448.00	$49,337.75	$694.92
CHICAGO ELECTRIC COMPANY	2	0.002769836	$229,615.86	$5,325.76	$224,290.10	$3,081.25
CITIZENS UTILITIES COMPANY	2	0.003008475	$249,398.73	$1,964.90	$247,433.83	$3,346.72
CITY OF CABOOL, MO	2	0.001310801	$108,663.76	$2,599.00	$106,064.76	$1,458.17
CITY OF CAIRO, ILLINOIS	1	0.003857658	$241,302.89	$6,865.37	$234,437.52	$4,291.38
CITY OF CAMPBELL, MO	1	0.000042297	$2,645.71	$1,000.00	$1,645.71	$47.05
CITY OF CARMI, IL	2	0.001707044	$141,511.75	$3,511.31	$138,000.44	$1,898.97
CITY OF CASEY, IL	1	0.000740948	$46,347.53	$1,566.00	$44,781.53	$824.25
CITY OF CHARLESTON, MO (for HOUSING AUTH.-CHARLESTON, MO)	2	0.000073878	$6,124.39	$1,000.00	$5,124.39	$82.18
CITY OF FARMINGTON, MO	1	0.000595079	$37,223.20	$2,500.00	$34,723.20	$661.98
CITY OF HIGGINSVILLE, MO	2	0.000309936	$25,693.29	$1,000.00	$24,693.29	$344.78
CITY OF HOUSTON, MO	2	0.000294991	$24,454.38	$1,000.00	$23,454.38	$328.16
CITY OF JACKSON, MO	1	0.002996740	$187,451.03	$5,447.01	$182,004.02	$3,333.66
CITY OF JACKSONVILLE, IL (for CITY L & P)	2	0.001657155	$137,376.08	$2,737.50	$134,638.58	$1,843.47
CITY OF JEFFERSON, MO	1	0.000127171	$7,954.79	$1,000.00	$6,954.79	$141.47
CITY OF MADISONVILLE, KY	1	0.000645293	$40,364.13	$1,000.00	$39,364.13	$717.84
CITY OF MALDEN, MO BOARD OF PUBLIC WORKS	3	0.000110426	$13,647.92	$0.00	$13,647.92	$122.84
CITY OF MOUNDS, IL	3	0.000291477	$36,024.51	$0.00	$36,024.51	$324.25
CITY OF MOUNT VERNON, MO	2	0.001178099	$97,662.89	$2,118.71	$95,544.18	$1,310.55
CITY OF OWENSVILLE, MO (for OWENSVILLE MUNICIPAL UTILITIES)	2	0.000634448	$52,594.90	$1,243.12	$51,351.78	$705.78
CITY OF RICHMOND, IN (for RICHMOND POWER & LIGHT)	1	0.000041212	$2,577.88	$1,000.00	$1,577.88	$45.85
CITY OF SALEM, MO	1	0.000749299	$46,869.88	$2,131.00	$44,738.88	$833.54
CITY OF SEYMOUR, MO	1	0.000292800	$18,315.14	$1,000.00	$17,315.14	$325.72
CITY OF SHELBINA, MO	1	0.000151031	$9,447.25	$1,000.00	$8,447.25	$168.01
CITY OF STEELVILLE, MO	1	0.000466324	$29,169.37	$2,500.00	$26,669.37	$518.75
CITY OF ST. JAMES, MO (for ST. JAMES MUNICIPAL UTILITIES)	1	0.001227184	$76,762.41	$2,404.52	$74,357.89	$1,365.16
CITY OF THAYER, MO	1	0.000160510	$10,040.15	$1,000.00	$9,040.15	$178.56
CITY UTILITIES OF WEST PLAINS, MO	2	0.000713119	$59,116.67	$1,939.66	$57,177.01	$793.30
CLINTON COUNTY ELECTRIC COOPERATIVE, INC.	1	0.000197926	$12,380.60	$1,000.00	$11,380.60	$220.18
COLUMBIA QUARRY CO. dba CHARLES STONE CO.	2	0.000014142	$2,000.00	$1,000.00	$1,000.00	$15.73
CONSOLIDATED ALUMINUM CORPORATION	2	0.000082641	$6,850.82	$1,000.00	$5,850.82	$91.93
CONSOLIDATION COAL COMPANY	1	0.000262272	$16,405.56	$0.00	$16,405.56	$291.76
COOK PAINT AND VARNISH	1	0.000267724	$16,746.63	$0.00	$16,746.63	$297.83
COTTER ELECTRIC CO.	3	0.001457386	$180,122.54	$0.00	$180,122.54	$1,621.24
C. L. MADDOX, INC.	3	0.000096783	$11,961.70	$0.00	$11,961.70	$107.66
DAMSON OIL CORPORATION	2	0.000093139	$7,721.11	$1,000.00	$6,721.11	$103.61
DAVIESS-MARTIN COUNTY REMC	1	0.001055981	$66,053.36	$2,721.61	$63,331.75	$1,174.71
DECATUR INDUSTRIAL ELECTRIC, INC.	1	0.001295604	$81,042.21	$5,699.99	$75,342.22	$1,441.27
DELMARVA POWER & LIGHT COMPANY	1	0.000291477	$18,232.38	$1,000.00	$17,232.38	$324.25
DRON R. ELECTRIC COMPANY	3	0.000139600	$17,253.59	$0.00	$17,253.59	$155.30
DUGGER ELECTRIC EQUIPMENT CO.	1	0.001212804	$75,862.87	$1,188.17	$74,674.70	$1,349.16
DUTCH ELECTRIC	3	0.003651816	$451,338.58	$0.00	$451,338.58	$4,062.39
EAST PERRY LUMBER COMPANY	1	0.000143439	$8,972.37	$1,000.00	$7,972.37	$159.57
EBAUGH REFRIGERATION SERVICES INC.	3	0.000009002	$4,000.00	$0.00	$4,000.00	$10.01
ECRECON, INC.	3	0.000525113	$64,900.24	$0.00	$64,900.24	$584.15

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ELECTRIC MACHINERY	3	0.000620370	$76,673.39	$0.00	$76,673.39	$690.12
ELECTRIC PLANT BOARD, CITY OF MAYFIELD; KY	1	0.000403248	$25,223.86	$1,132.88	$24,090.98	$448.59
ELECTRIC SUPPLY CO. INC.	1	0.000016810	$1,500.00	$1,000.00	$500.00	$18.70
ELECTRIC WORLD, INC.	3	0.001008609	$124,656.91	$0.00	$124,656.91	$1,122.01
EMPIRE ELECTRIC CO., INC.	3	0.000146519	$18,108.76	$0.00	$18,108.76	$162.99
ENGINEERED PLASTICS CORP.	1	0.000997834	$62,416.17	$0.00	$62,416.17	$1,110.02
ERLBACHER GEAR & MACHINE WORKS	3	0.000802311	$99,159.89	$0.00	$99,159.89	$892.51
ESSELTE PENDAFLEX CORPORATION	1	0.000035356	$2,211.55	$1,000.00	$1,211.55	$39.33
ESSEX GROUP, INC.	1	0.000014424	$1,500.00	$1,006.65	$493.35	$16.05
EVANSVILLE PLATING WORKS INCORPORATED	3	0.000211027	$26,081.44	$0.00	$26,081.44	$234.75
FLANDERS ELECTRIC	3	0.003020983	$373,372.11	$500.00	$372,872.11	$3,360.63
FLORIDA ROCK INDUSTRIES, INC.	1	0.000256555	$16,047.96	$1,000.00	$15,047.96	$285.40
FOX BROTHERS MANUFACTURING, INC.	3	0.000312343	$38,603.43	$0.00	$38,603.43	$347.46
FRANK STEVENS ELECTRIC CO	3	0.002220068	$274,384.62	$300.00	$274,084.62	$2,469.67
FREEMAN UNITED COAL MINING COMPANY	1	0.001331034	$83,258.39	$0.00	$83,258.39	$1,480.68
FRU-CON CONSTR. CORP. fka FRUIN COLNON	3	0.000070646	$8,731.34	$0.00	$8,731.34	$78.59
FULTON COUNTY REMC	1	0.000146866	$9,186.74	$2,500.00	$6,686.74	$163.38
GENERAL CABLE CORPORATION (for PENN CENTRAL CORP.)	2	0.000632300	$52,416.88	$1,238.92	$51,177.96	$703.39
GENERAL ELECTRIC COMPANY	1	0.000265709	$16,620.53	$1,000.00	$15,620.53	$295.58
GENERAL IRON & SALVAGE CO., INC.	3	0.000160510	$19,837.87	$0.00	$19,837.87	$178.56
GERALDINE F. HIRSCH (for KFVS-TV)	1	0.002102353	$131,505.67	$4,119.31	$127,386.36	$2,338.72
GLOW ELECTRIC CO.	3	0.000291737	$36,056.68	$0.00	$36,056.68	$324.54
GOLD FIELDS AMERICAN CORPORATION (fka AMERICAN LIMESTONE CO.)	1	0.000059454	$3,718.93	$3,690.00	$28.93	$66.14
GOTTMAN ELECTRIC	3	0.000140164	$17,323.29	$0.00	$17,323.29	$155.92
GUNTHER-NASH MINING CONSTR. CO.	2	0.000399106	$33,085.34	$2,000.00	$31,085.34	$443.98
H AND H MANUFACTURING CO.	3	0.000053966	$6,669.81	$0.00	$6,669.81	$60.03
HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.	1	0.000544953	$34,087.68	$2,700.00	$31,387.68	$606.22
HANNON ELECTRIC CO.	3	0.000148580	$18,363.43	$0.00	$18,363.43	$165.28
HARRIS TRUCK & TRAILER SALES, INC.	3	0.000033512	$4,141.83	$0.00	$4,141.83	$37.28
HART MFG., DIV. OF MIDLAND BRAKE	2	0.000045593	$3,779.64	$1,000.00	$2,779.64	$50.72
HEVI-DUTY ELECTRIC	3	0.000045398	$5,610.90	$0.00	$5,610.90	$50.50
HILL PLUMBING & HEATING	3	0.000036830	$4,551.99	$0.00	$4,551.99	$40.97
HIMMELBERGER-HARRISON CO., INC.	2	0.000254668	$21,111.68	$1,000.00	$20,111.68	$283.30
HOUSING AUTHORITY OF JOHNSON COUNTY, IL	2	0.000325358	$26,971.75	$1,000.00	$25,971.75	$361.94
HOWELL-OREGON ELECTRIC COOP., INC.	1	0.001197512	$74,906.33	$4,556.21	$70,350.12	$1,332.15
HUNTINGTON ELECTRIC INC	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
H-J ENTERPRISES, INC.	2	0.000816648	$67,699.08	$1,000.00	$66,699.08	$908.46
ILLINOIS DMHDD (ANNA MENTAL HEALTH)	3	0.000008134	$4,000.00	$0.00	$4,000.00	$9.05
INCERA GROUP, INC.	1	0.003062859	$191,586.93	$0.00	$191,586.93	$3,407.22
IMPERIAL ELECTRIC	3	0.000468515	$57,905.14	$0.00	$57,905.14	$521.19
INDEPENDENT ELECTRIC MACHINERY CO.	2	0.001771308	$146,839.23	$5,300.56	$141,538.67	$1,970.46
INDUSTRIAL MOTOR SERVICE	3	0.000390733	$48,291.82	$0.00	$48,291.82	$434.66
INGRAM BARGE COMPANY	2	0.000022775	$2,000.00	$1,000.00	$1,000.00	$25.34
INTERLAKE PACKAGING CORPORATION	1	0.000470684	$29,442.07	$1,000.00	$28,442.07	$523.60
INTERNATIONAL HAT CO	1	0.000018415	$1,500.00	$1,000.00	$500.00	$20.49
ITT FEDERAL SERVICES CORP. fka FEDERAL ELEC.	2	0.000519097	$43,032.52	$1,017.11	$42,015.41	$577.46

PAYMENT AMOUNTS FOR
SOIL and GROUNDWATER
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(Alphabetical)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	* OPTIONAL * PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
J & M SURPLUS EQUIPMENT INC.	3	0.000801855	$99,103.59	$0.00	$99,103.59	$892.01
JADER FUEL CO., INC. (for EMPIRE DOCK)	2	0.000529470	$43,892.46	$1,506.62	$42,385.84	$589.00
JAMES F. HIRSCH (for KFVS-TV)						
JEFFERSON SMURFIT CORPORATION (for SHAWNEE WOODCHIPS)	2	0.000262368	$21,750.01	$1,000.00	$20,750.01	$291.87
JIM SMITH CONTRACTING CO., INC.	1	0.001131681	$70,788.51	$2,217.39	$68,571.12	$1,258.92
JIM'S ELECTRIC N/K/A JIMELCO	1	0.001034638	$64,718.29	$1,013.62	$63,704.67	$1,150.96
JOLIET EQUIPMENT CO.	3	0.003719924	$459,756.14	$0.00	$459,756.14	$4,138.16
J. E. BERGER CORP.	3	0.003017650	$372,960.08	$1,049.00	$371,911.08	$3,356.92
J. F. FORD	3	0.000022710	$4,000.00	$0.00	$4,000.00	$25.26
J. PAUL BEHRENS, former owner of HART MFG. CO	3	0.000045593	$5,635.02	$0.00	$5,635.02	$50.72
KAGMO ELECTRIC MOTOR CO.	1	0.003948477	$246,983.72	$8,400.00	$238,583.72	$4,392.40
KASKASKIA CONSTRUCTORS	3	0.002262343	$279,609.48	$0.00	$279,609.48	$2,516.70
KBOA, INC.	2	0.000076047	$6,304.19	$1,000.00	$5,304.19	$84.60
KFMP RADIO	3	0.000217382	$26,866.91	$0.00	$26,866.91	$241.82
KLEIN ARMATURE WORKS, INC.	1	0.000106045	$6,633.29	$1,000.00	$5,633.29	$117.97
KOERNER ELECTRIC MOTORS OF INDIANA INC.	2	0.000312262	$25,886.16	$1,364.21	$24,521.95	$347.37
KOERNER ELECTRIC (ILLINOIS)	1	0.000009945	$1,500.00	$0.00	$1,500.00	$11.06
KOPF ELECTRIC MOTOR SERVICE, INC.	3	0.000059215	$7,318.57	$0.00	$7,318.57	$65.87
LOGAN COUNTY COOPERATIVE POWER AND LIGHT ASSOCIATION, INC.	1	0.000038587	$2,413.70	$1,000.00	$1,413.70	$42.93
LONE STAR INDUSTRIES, INC.	3	0.000349456	$43,190.27	$200.00	$42,990.27	$388.75
LOWRY ELECTRIC COMPANY	2	0.000629155	$52,156.16	$1,000.00	$51,156.16	$699.89
MADISON MEMORIAL HOSPITAL	3	0.000063206	$7,811.84	$0.00	$7,811.84	$70.31
MAGNETEK INC.	1	0.000540094	$33,783.77	$2,044.68	$31,739.09	$600.82
MAIN BROS. BOX & LUMBER COMPANY INC.	3	0.000393444	$48,626.92	$0.00	$48,626.92	$437.68
MAPS INDUSTRIAL ELECTRIC	3	0.000262368	$32,426.88	$200.00	$32,226.88	$291.87
MARATHON OIL COMPANY	3	0.001067173	$131,895.06	$2,091.00	$129,804.06	$1,187.16
MARION ELECTRIC MOTOR SERVICE CO., INC	3	0.000010303	$4,000.00	$0.00	$4,000.00	$11.46
MARJORIE H. DEIMUND (for KFVS-TV)						
McCARTHY BROTHERS COMPANY	1	0.000067219	$4,204.66	$1,000.00	$3,204.66	$74.78
MELTON ELECTRIC COMPANY	2	0.000174811	$14,491.68	$1,488.99	$13,002.69	$194.47
METRO EAST SALVAGE	1	0.001037093	$64,871.88	$0.00	$64,871.88	$1,153.69
MFA INCORPORATED	1	0.000071080	$4,446.16	$1,000.00	$3,446.16	$79.07
MIDWEST DIESEL	2	0.000273170	$22,645.48	$1,000.00	$21,645.48	$303.88
MIDWEST ELECTRIC, INC.	1	0.000014099	$1,500.00	$1,044.01	$455.99	$15.68
MIDWEST IRON & STEEL	3	0.002263340	$279,732.79	$0.00	$279,732.79	$2,517.81
MILLSTONE CONSTRUCTION, INC. (dba KNOBEL-REDMAN CONSTR. CO.)	2	0.001409602	$116,854.19	$1,000.00	$115,854.19	$1,568.08
MISSOURI BARGE LINE COMPANY, INC.	2	0.000031256	$2,591.09	$1,000.00	$1,591.09	$34.77
MISSOURI DRY DOCK AND REPAIR COMPANY, INC.	2	0.000168015	$13,928.21	$1,000.00	$12,928.21	$186.90
MISSOURI PORTLAND CEMENT COMPANY	1	0.001610521	$100,740.74	$3,500.01	$97,240.73	$1,791.59
MJM ELECTRIC COOPERATIVE, INC.	1	0.001821635	$113,946.25	$5,698.78	$108,247.47	$2,026.44
MOBIL OIL CORPORATION	1	0.001250458	$78,218.23	$1,525.75	$76,692.48	$1,391.05
MORGANTOWN ORD. WKS./DIV. PRINCESS COALS, INC	1	0.003457685	$216,283.91	$2,258.32	$214,025.59	$3,846.43
MOUNT CARMEL PUBLIC UTILITY CO.	1	0.000927270	$58,002.25	$2,500.00	$55,502.25	$1,031.52
MUNICIPAL LIGHT & POWER - NEW MADRID	3	0.000490488	$60,620.79	$0.00	$60,620.79	$545.63
NATIONAL WRECKING COMPANY (INC.)	3	0.000755134	$93,329.15	$0.00	$93,329.15	$840.03
NEW MAC ELECTRIC COOPERATIVE, INC.	1	0.002017392	$126,191.17	$5,640.77	$120,550.40	$2,244.21

PAYMENT AMOUNTS FOR
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(Alphabetical)

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NL INDUSTRIES, INC.	1	0.000301411	$18,853.78	$1,000.00	$17,853.78	$335.30
NORTH CENTRAL MISSOURI ELECTRIC COOPERATIVE	1	0.000010303	$1,500.00	$1,000.00	$500.00	$11.46
OLD JUDGE COFFEE CO, DIV. OF C.F.O'N.C. CORP.	2	0.000858944	$71,205.41	$1,000.00	$70,205.41	$955.52
OSCAR C. HIRSCH (for KFVS-TV)						
OTIS ELEVATOR COMPANY	2	0.000197926	$16,407.81	$1,000.00	$15,407.81	$220.18
P W ELECTRONICS	3	0.000048804	$6,031.78	$0.00	$6,031.78	$54.29
PARAGOULD LIGHT & WATER COMMISSION (ARK)	1	0.000582239	$36,419.98	$2,500.00	$33,919.98	$647.70
PAUL OBERMAN AND COMPANY	1	0.001528292	$95,597.19	$2,998.93	$92,598.26	$1,700.12
PEABODY COAL COMPANY	1	0.002560870	$160,186.66	$2,729.65	$157,457.01	$2,848.79
PET INCORPORATED	1	0.001135564	$71,031.37	$2,225.00	$68,806.37	$1,263.24
PHILLIPS PETROLEUM COMPANY	1	0.000777605	$48,640.47	$1,481.68	$47,158.79	$865.03
PLIBRICO COMPANY	2	0.000879030	$72,870.46	$1,000.00	$71,870.46	$977.86
PORKORNY ELECTRIC MOTOR SERVICE	3	0.000004837	$4,000.00	$0.00	$4,000.00	$5.38
PSI ENERGY, INC. (fka PUBLIC SERVICE CO. OF INDIANA)	1	0.000761966	$47,662.24	$1,000.00	$46,662.24	$847.63
PUBLIC ICE SERVICE COMPANY	3	0.000027655	$4,000.00	$0.00	$4,000.00	$30.76
PULASKI COUNTY HOUSING AUTHORITY	2	0.000322690	$26,750.58	$1,000.00	$25,750.58	$358.97
PUROLATOR PRODUCTS NA, INC. (for FACET AUTOMOTIVE)	1	0.000166735	$10,429.55	$2,355.00	$8,074.55	$185.48
QUALITY ELECTRIC	3	0.000133505	$16,500.29	$0.00	$16,500.29	$148.52
QUINCY SOYBEAN COMPANY	2	0.000622073	$51,569.12	$2,432.06	$49,137.06	$692.01
RATHJE ENTERPRISES, INC. (for BODINE ELEC. OF DECATUR, INC.)	2	0.001425609	$118,181.20	$9,506.66	$108,674.54	$1,585.89
RICHARDS ELECTRIC MOTOR CO.	2	0.002298186	$190,516.75	$4,678.74	$185,838.01	$2,556.57
RIVER CITY FOODS NKA BRADY FOODS	3	0.000010715	$4,000.00	$0.00	$4,000.00	$11.92
ROBERT MENZ	3	0.000022710	$4,000.00	$0.00	$4,000.00	$25.26
ROBERT O. HIRSCH (for KFVS-TV)						
ROY G. LETOURNEAU CO	3	0.002781136	$343,728.70	$0.00	$343,728.70	$3,093.82
RURAL ELECTRIC CONVENIENCE COOPERATIVE COMPANY	1	0.000997005	$62,364.28	$2,500.00	$59,864.28	$1,109.10
R. B. POTASHNICK	3	0.000018003	$4,000.00	$0.00	$4,000.00	$20.03
SAC OSAGE ELECTRIC COOPERATIVE, INC.	1	0.001074158	$67,190.34	$2,500.00	$64,690.34	$1,194.93
SACHS ELECTRIC COMPANY	1	0.003845468	$240,540.39	$7,403.41	$233,136.98	$4,277.82
SAM TANKSLEY TRUCKING COMPANY	3	0.000026137	$4,000.00	$0.00	$4,000.00	$29.08
SANDNER ELECTRIC COMPANY	1	0.000137995	$8,631.82	$1,161.18	$7,470.64	$153.51
SCOTT-NEW MADRID-MISSISSIPPI ELECTRIC COOP.	1	0.003750572	$234,604.49	$13,335.90	$221,268.59	$4,172.25
SHELL OIL COMPANY	1	0.000305609	$19,116.40	$0.00	$19,116.40	$339.97
SIKESTON PUBLIC SCHOOLS	3	0.000031256	$4,000.00	$0.00	$4,000.00	$34.77
SKOOG & STUART COAL CO., INC	3	0.000305164	$37,716.09	$0.00	$37,716.09	$339.47
SOUTHEASTERN ELECTRIC	3	0.000106284	$13,135.89	$0.00	$13,135.89	$118.23
SOUTHERN ILLINOIS MATERIALS COMPANY	2	0.000079170	$6,563.13	$1,000.00	$5,563.13	$88.07
SOUTHERN OIL COMPANY	3	0.000056330	$6,962.02	$0.00	$6,962.02	$62.66
STANLEY MUFFLER	3	0.000402034	$49,688.51	$0.00	$49,688.51	$447.23
STATE OF MISSOURI, DEPT. OF MENTAL HEALTH (for SE MO MH CTR.)	1	0.001106325	$69,202.44	$2,167.71	$67,034.73	$1,230.71
STATE OF MISSOURI, SOUTHEAST MISSOURI STATE UNIVERSITY	2	0.000356961	$29,591.60	$1,000.00	$28,591.60	$397.09
STATESVILLE CORRECTION CENTER	3	0.000442487	$54,688.19	$0.00	$54,688.19	$492.24
STEUBEN COUNTY REMC	1	0.000033620	$2,103.01	$2,500.00	($396.99)	$37.40
ST. LOUIS STEEL CASTING INC.	1	0.001919611	$120,074.82	$3,841.87	$116,232.95	$2,135.43
ST. LOUIS UNIVERSITY	1	0.000098952	$6,189.62	$1,000.00	$5,189.62	$110.08
SULLIVAN ELECTRIC COMPANY	2	0.000530398	$43,969.34	$1,000.00	$42,969.34	$590.03

PAYMENT AMOUNTS FOR
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SUMTER ELECTRIC COOPERATIVE, INC.	1	0.000906664	$56,713.30	$1,000.00	$55,713.30	$1,008.60
SWANSON-NUNN ELECTRIC CO., INC	1	0.002272515	$142,149.58	$4,963.20	$137,186.38	$2,528.01
S.D.I. OPERATING PARTNERS L.P. dba PHILIPS & COMPANY	1	0.002255488	$141,084.51	$2,209.70	$138,874.81	$2,509.07
TEAMSTERS LOCAL 688 INS. AND WELFARE FUND	1	0.000175997	$11,008.90	$1,000.00	$10,008.90	$195.78
TEXAS EASTERN PRODUCTS PIPELINE COMPANY	1	0.000752856	$47,092.39	$1,502.84	$45,589.55	$837.50
TEXAS EASTERN TRANSMISSION CORPORATION	1	0.000004056	$1,500.00	$4,542.16	($3,042.16)	$4.51
TEXTRON, INC. (for BURKHART FOAM)	2	0.000110969	$9,199.17	$1,000.00	$8,199.17	$123.44
THE ANNA-JONESBORO WATER COMMISSION	3	0.000056959	$7,039.76	$0.00	$7,039.76	$63.36
THE DOW CHEMICAL COMPANY	1	0.000018936	$1,500.00	$1,000.00	$500.00	$21.06
THE L.E. MYERS CO. GROUP	1	0.000014142	$1,500.00	$1,000.00	$500.00	$15.73
THE UNION COUNTY HOSPITAL DISTRICT	1	0.000278918	$17,446.81	$1,000.00	$16,446.81	$310.28
TIPMONT RURAL ELECTRIC MEMBERSHIP CORPORATION	1	0.003476578	$217,465.67	$7,688.55	$209,777.12	$3,867.45
TOASTMASTER INC.	1	0.002406910	$150,556.18	$1,572.03	$148,984.15	$2,677.52
TODT INDUSTRIAL	3	0.000367763	$45,452.86	$0.00	$45,452.86	$409.11
TOWN OF PARAGON, IN (for PARAGON WATER UTILITIES)	2	0.000097694	$8,098.72	$1,000.00	$7,098.72	$108.68
TROJAN POWDER COMPANY	2	0.003350591	$277,759.78	$3,587.51	$274,172.27	$3,727.30
TUCSON ELECTRIC POWER COMPANY	2	0.001567617	$129,953.47	$1,535.78	$128,417.69	$1,743.86
TUREK ELECTRIC COMPANY, INC.	3	0.000023925	$4,000.00	$0.00	$4,000.00	$26.61
UTILITIES SERVICES, INC. (ARK)	3	0.002832218	$350,041.97	$0.00	$350,041.97	$3,150.64
UTILITY CONSTRUCTION	3	0.000176799	$21,851.15	$0.00	$21,851.15	$196.68
U.S. TRANSFORMER	3	0.001697500	$209,798.93	$0.00	$209,798.93	$1,888.35
VAUGHN ELECTRIC COMPANY, INC.	2	0.000059736	$4,952.01	$1,000.00	$3,952.01	$66.45
VERNON BAGWELL	3	0.001457885	$180,184.20	$0.00	$180,184.20	$1,621.79
VILLAGE OF THEBES, IL	3	0.000042297	$5,227.54	$996.00	$4,231.54	$47.05
WAYNE COUNTY REMC	1	0.002905423	$181,739.00	$10,011.98	$171,727.02	$3,232.08
WEBSTER COUNTY COAL	1	0.001333967	$83,441.82	$2,613.75	$80,828.07	$1,483.94
WEST LAKE QUARRY & MATERIAL COMPANY	3	0.000009002	$4,000.00	$0.00	$4,000.00	$10.01
WESTINGHOUSE ELECTRIC CORPORATION	1	0.001510289	$94,471.07	$3,900.00	$90,571.07	$1,680.09
WESTVACO CORPORATION	3	0.000061276	$7,573.24	$0.00	$7,573.24	$68.16
WETTERAU INC.	1	0.000069475	$4,345.75	$1,000.00	$3,345.75	$77.29
WHIRLPOOL CORPORATION	1	0.001205993	$75,436.83	$1,181.50	$74,255.33	$1,341.58
WILLARD AUSTIN	3	0.000009847	$4,000.00	$0.00	$4,000.00	$10.95
WILLIAM HORN	3	0.000098952	$12,229.78	$0.00	$12,229.78	$110.08
WILLIAMSON COAL COMPANY	3	0.001605098	$198,378.75	$0.00	$198,378.75	$1,785.56
WINDSOR PLASTICS	1	0.000697938	$43,657.20	$0.00	$43,657.20	$776.41
WRIGHT ELECTRIC CONTRACTING	3	0.000175129	$21,644.72	$0.00	$21,644.72	$194.82
ZELLER ELECTRIC, INC.	2	0.000721296	$59,794.56	$1,413.30	$58,381.26	$802.39

COST OF SOIL REMEDIATION, GROUNDWATER DESIGN, AND GROUNDWATER REMEDIATION	=	$36,803,076.50
EPA'S PAST RESPONSE COSTS	=	$1,112,430.17
EPA'S FUTURE RESPONSE COSTS	=	$3,891,090.50
MEWSC EXPENSES THROUGH 10/31/91	=	$1,510,397.73

APPENDIX H

SETTLING FEDERAL AGENCIES

Settling Federal Agencies: Department of the Air Force
Department of the Army
Defense Logistics Agency

Settling Federal Agencies' Responsibility Units:

Department of the Air Force:	4,015.95
Department of the Army:	10,446.50
Defense Logistics Agency:	9,798.47
Total Settling Federal Agency RU:	24,260.92

Settling Federal Agencies' effective share of Responsibility Units sent to the Site: 5.2623189

Paragraph 107(i), Settling Federal Agencies' payment amount for MEWSC costs through October 31, 1991: $63,283.61

Paragraph 107(ii), Settling Federal Agencies' payment amount for estimated costs for which Settling Defendants' are responsible under this Consent Decree: $1,313,722.84

Total Payment to be made by the United States on behalf of the Settling Federal Agencies under Paragraph 107: $1,377,006.45

APPENDIX I

MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

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MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

This Agreement, made and entered into as of the _____ day of _____, 199__, is by and among the parties listed on Exhibit A hereto (the "Donors") and Mercantile Bank of St. Louis, N.A. (the "Trustee").

WHEREAS, the United States and the State of Missouri filed Complaints against the Settling Defendants (comprising the "Donors" hereunder), the Soil De Minimis Settling Defendants, and the Soil and Groundwater De Minimis Settling Defendants (all three groups of defendants to be known collectively as the "Defendants") in United States District Court for the Eastern District of Missouri, alleging causes of action under federal and state law, respectively, arising out of transactions between the respective Defendants and Missouri Electric Works, Inc. ("MEW") located in Cape Girardeau, Missouri, which resulted in the soil and groundwater at and near MEW (the "Site") becoming contaminated with hazardous substances; and,

WHEREAS, the Defendants have entered into a Consent Decree with the United States, including the Settling Federal Agencies, and the State of Missouri to settle certain of the allegations in the Complaints, which Consent Decree has been entered by the United States District Court for the Eastern District of Missouri; and,

WHEREAS, the Consent Decree provides for (1) remedial design/remedial action in connection with the Site to treat

contaminated surface and subsurface soils, and (2) design investigation of groundwater contamination at the Site, which remedial design work and remedial action and groundwater design investigation activities, along with all the other activities the Donors are required to perform under the Consent Decree (excluding activities required by Section XXVIII (Retention of Records) of the Consent Decree), are referred to hereinafter as the "Work"; and,

WHEREAS, the Defendants desire to establish a trust to facilitate the receipt and expenditure of funds in connection with the Work; and,

WHEREAS, pursuant to the Consent Decree, within thirty (30) days after entry of the Consent Decree, each Soil De Minimis Settling Defendant and Soil and Groundwater De Minimis Settling Defendant is required to deliver to the Trustee the funds described in Exhibit B hereto; and,

WHEREAS, pursuant to the Consent Decree, within a reasonable period of time after entry of the Consent Decree, the United States, on behalf of the Settling Federal Agencies, is required to deliver to the Trustee the funds described in Exhibit C hereto; and,

WHEREAS, the Donors anticipate that the Hazardous Substance Superfund ("Superfund") will reimburse certain costs of the design and construction of the Remedial Action and the design investigation of the groundwater as are approved for reimbursement from the Superfund according to the schedule set

[illegible] in the Preauthorization Decision Document, attached to the Consent Decree as Appendix D; and,

WHEREAS, the Donors anticipate contributing funds from time to time to the trust fund established hereunder in order to effectuate the purposes of the Consent Decree; and,

WHEREAS, the Donors anticipate undertaking mutually beneficial activities in addition to the Work, including prosecuting and defending cost recovery and contribution lawsuits and other litigation and paying stipulated penalties pursuant to the Consent Decree (collectively, the "Activities"), and wish to fund such Activities through the trust fund by means of contributions by Donors to the trust fund and payments received from settlements and judgments in such litigation; and

WHEREAS, the Donors desire that all such funds together constitute a separate and distinct trust fund, to be held and administered by the Trustee for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

NAME, PURPOSE AND ACCEPTANCE OF TRUST

1.01 Name of Trust. The funds received by the Trustee from the Defendants, the United States on behalf of the Settling Federal Agencies, the Superfund, and any other source, together

with the interest and income thereon, shall be known as the MEW Site Trust Fund (the "Trust Fund").

1.02 Trust Fund Purposes. The purposes of the Trust Fund are to: (a) Enable the Defendants and Settling Federal Agencies to fulfill their obligations under the Consent Decree; and (b) enable the Donors to undertake the Activities. All such costs and expenses, as well as the costs of administering the Trust Fund, are to be paid in accordance with this Agreement. Pursuant to Sections 5.04, 6.04, and 7.01, the Trustee shall account for the receipts and payments in connection with the Activities separately, by Donor, from all other receipts and payments, although the Trustee may commingle such funds while holding and investing them.

1.03 Acceptance of Trust. The Trustee hereby accepts the trust, duties, obligations, and requirements specifically imposed on it by this Agreement and agrees to carry out and perform, punctually, such duties, obligations, and requirements for the benefit and on behalf of the Donors as set forth in this Agreement. No implied duties, obligations, or requirements will be read into this Agreement against the Trustee.

1.04 Effective Date. This Agreement shall be effective on the effective date of the Consent Decree. At such time, each Settling Defendant under the Consent Decree who has submitted a signature page to this Agreement and has signed the Consent Decree shall be deemed to be a Donor under this Agreement and shall be fully bound by its terms.

ARTICLE II

THE TRUST FUND

2.01 Trust Fund and Donors' Obligations. The Trust Fund shall consist of the monies (a) paid by the Defendants, (b) paid by the United States on behalf of the Settling Federal Agencies, (c) received in reimbursement from the Superfund pursuant to the Consent Decree, (d) received from any other source, and (e) all interest and income earned on such monies. All payments that the Donors are required to make shall be made in such proportionate installments and at such times as the Trustee shall direct as provided in Section 2.02. Pursuant to Section 7.03, the Donors retain an obligation to insure that the Trust Fund has sufficient assets to assure the uninterrupted progress and timely completion of the Work pursuant to the Consent Decree.

The Trustee shall be governed by the terms of this Agreement in receiving and directing payments.

2.02 Additions to Trust Fund. Within thirty (30) days of the effective date of this Agreement, Donors shall pay into the Trust Fund funds that, together with funds paid into the Trust Fund by the Soil De Minimis Settling Defendants and Soil and Groundwater De Minimis Settling Defendants and any funds paid by the United States on behalf of the Settling Federal Agencies, are sufficient to pay for Donors' obligations for the first ninety (90) days after the effective date.

The Trustee shall make demands in writing upon the Donors for additional contributions to the Trust Fund in amounts

determined from the cash flow projections prepared pursuant to Section 7.02 below to satisfy the two purposes of this Trust as set forth in Section 1.02. If a demand is made to satisfy both purposes of this Trust, such demand shall specify separately the amount needed to satisfy each purpose. When such calls for additional payments are made, each Donor's additional contribution shall be in the same proportion as its RU bears to the RU held collectively by all the non-defaulting Donors. A defaulting Donor is one who fails to make proper payment pursuant to this Agreement. "RU" means the responsibility units allocated to each Donor pursuant to the Cost Allocation Formula, which is attached to this Agreement as Exhibit D. The RU allocated to each Donor appears in Exhibit A hereto. The Donors may revise the RU allocated to the Donors from time to time, as they may mutually agree.

The Donors agree by their execution of this Agreement to satisfy all such future calls upon them for contribution to the Trust Fund within forty-five (45) days of receipt of such written demand. In the event that any Donor fails to make such additional payment or contribution required by this Agreement, the other Donors shall each pay an additional amount to satisfy the defaulting Donor's payment, in the same proportions as their respective RU bears to the RU held by the non-defaulting Donors.

In addition to the Trustee, a majority of the Donors shall have the right to enforce this Agreement against any Donor who fails to make payments or contributions required by this

Agreement, and to pursue any other applicable remedies against such Donor. Default may be cured by the payment or contribution by the defaulting Donor of all amounts assessed against it hereunder and then due, together with interest as provided in Section 2.03. Non-defaulting Donors shall have contribution rights, including the right to reasonable attorneys' fees, against defaulting Donors.

2.03 Interest Obligations of Donors. Pursuant to Section 1.02, payments and contributions to the Trust Fund are due no later than forty-five (45) days after receipt of written demand from the Trustee. No interest shall accrue during such forty-five (45) day period. Beginning on the first day after the due date, interest shall accrue at the prime rate, as determined by the Trustee, plus five percent (5%), but not to exceed the maximum allowed by law.

ARTICLE III

EXECUTIVE COMMITTEE AND PROJECT TEAM

3.01 Executive Committee. In recognition of the complexity of the Work and the professional expertise required to supervise and coordinate the Work, the Executive Committee (the "Committee") shall represent the Donors in the day-to-day transactions regarding the Work. The Committee shall be comprised of one representative from each of the Donors listed in Exhibit E hereto.

3.02 Rules of the Committee. The Committee shall

determine the rules by which it shall perform its duties under this Agreement. The Committee may permit voting by proxy, meetings by telephone, and such other procedures as the Committee members shall decide in their discretion are appropriate. In all matters, the decision of a majority of the Committee members voting on an issue shall control.

3.03 Authority of the Committee. The Donors hereby authorize, and the Trustee hereby delegates the power and duty to, the Committee to take all such action as the Committee deems necessary or appropriate for the supervision and coordination of the Work and the initiation, supervision, and disposition of any Activities. The Committee shall report to the Donors in writing from time to time such of its decisions, actions, and recommendations so as to keep the Donors reasonably informed of all relevant matters.

3.04 Project Team. The Committee shall be authorized to designate and employ such persons as the Committee, in its discretion, deems necessary or appropriate to effectuate the purposes of the Consent Decree, including without limitation, contractors, a technical subcommittee of the Committee, engineers, technicians, clerks, agents, accountants, and counsel (such personnel being hereinafter collectively referred to as the "Project Team"). The responsibilities of the Project Team shall include, without limitation: (a) Monitoring, coordinating and implementing the Work; (b) certifying or verifying, as appropriate, the satisfactory progress of the Work;

(c) certifying or verifying, as appropriate, the proper completion of the activities for which payment is sought pursuant to Section 5.02 hereof; (d) preparing invitations for bids or requests for proposals; (e) advising on selection of contractors and subcontractors, on management of change orders, and on settlement of protests, claims disputes and other related procurement matters so as to assure that the Work is performed in accordance with the Consent Decree; (f) preparing financial reports that include cash flow projections pursuant to Section 7.02(b) and such other reports and plans as may be required by the Consent Decree; (g) coordinating communication regarding the progress of the Work among the parties hereto and, where necessary or required by the Consent Decree, the United States and the State; and, (h) overseeing the performance of the daily activities during the Work. The Committee shall have the absolute right to dismiss any personnel of the Project Team for any reason, with or without cause.

ARTICLE IV

RETENTION OF PROFESSIONAL AND OTHER SERVICES

4.01 Accountants. The Trustee may, with the concurrence of the Committee, employ an independent certified public accounting firm to perform auditing and accounting services for the Trust Fund (the "Accountants"). Such services may include, without limitation: (a) Maintaining the books of records and accounts and preparing the reports pursuant to Article VII

hereof; (b) auditing invoices submitted pursuant to Sections 5.02 and 5.03 hereof, and claims submitted by or to the United States; and, (c) advising the Trustee as to the payment of the audited invoices and claims.

4.02 Contractors. The Trustee shall, with the concurrence of the Committee, enter into contracts on behalf of the Donors with such persons (the "Contractors") selected by the Committee in accordance with the procedures specified in the Consent Decree to undertake and complete the Work.

4.03 Retention and Removal of Other Professional and Employee Services. The Trustee may, with the concurrence of the Committee: (a) Employ such attorneys, accountants, custodians, engineers, contractors, clerks, investment counsel, and agents or employees (including any firm or entity in which it may have an interest) as it deems necessary or appropriate to implement the purposes of this Agreement; and, (b) make such payments therefor as it shall deem reasonable.

ARTICLE V

PAYMENTS OF TRUST FUND

5.01 Payments Pursuant to Consent Decree. In the event that the Donors should become liable for the payment of penalties or other costs related to or in consequence of the Consent Decree, the Trustee shall make such payments only upon the receipt of written direction from the Committee.

5.02 Payment of Costs of the Work. The Contractors and

Project Team shall submit invoices to the Trustee for the fees and expenses of performing the Work and implementing the other purposes of this Agreement. After the audit in accordance with Section 4.01 hereof (if required to be performed), and verification or certification in accordance with Section 3.04 hereof; of such invoices and after receiving written approval from the Committee or its designee, the Trustee shall pay the amount of such invoices to the Contractors or Project Team.

5.03 Payment of Costs of the Activities. Attorneys, expert witnesses, and other persons retained by the Committee to assist the Committee in connection with the Activities shall submit invoices to the Trustee for their fees and expenses incurred in providing such assistance. After the audit in accordance with Section 4.01 hereof (if required to be performed), and verification or certification in accordance with Section 3.04 hereof, of such invoices and after receiving written approval from the Committee or its designee, the Trustee shall pay the amount of such invoices to such persons.

5.04 Payment of Funds Recovered from Certain Parties. Subject to Section 6.08(b), funds recovered from certain parties who did not participate in the Consent Decree shall be paid out to certain Defendants as provided in Appendix J to the Consent Decree (Description of how Money Recovered from Certain Parties will be Shared among the Settling Defendants and the Soil De Minimis Settling Defendants). Except as expressly provided in this Section and such Appendix J, no party except a Donor shall

have any beneficial interest in this Trust, its income, or corpus, and shall have no reversionary interest of any sort in this Trust.

ARTICLE VI

TRUSTEE'S POWERS

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers with respect to the Trust Fund, which powers shall be exercised in a fiduciary capacity, in the best interests of the Trust Fund and the beneficiaries thereof, and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay reasonable charges, taxes, and expenses upon or connected with this Trust or the Trust Fund in the discharge of its fiduciary obligations under this Agreement.

6.02 Receipt and Payment of Funds. To accept funds paid by the Defendants, the United States on behalf of the Settling Federal Agencies, the Superfund, or any other entity; and, to disperse any monies so collected in accordance with the terms of this Agreement.

6.03 Retention of Property. To obtain, hold, and retain all or any part of the Trust Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable.

6.04 Preservation of Principal. Notwithstanding any other

provision in this Agreement, to at all times hold, manage, and invest the assets of this Trust in a manner designed to preserve the principal and maximize the income of the Trust Fund for the purposes of this Trust. Subject to Section 7.01, the Trustee may commingle any or all of the funds it receives for the different purposes of this Trust Fund while it holds and invests such funds.

6.05 Investment of Trust Fund. To invest and reinvest all or any part of the Trust Fund (including any undistributed income therefrom), at the direction and in accordance with the written instructions of the Committee, which direction and instructions shall be limited to investments in direct obligations of the United States, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds which invest solely in United States direct or guaranteed obligations, bank accounts and certificates of deposit to the extent such are insured by the federal government, at least "A" rated municipal bonds, and common trust funds or money market funds investing in short term insured or at least "A" rated municipal bonds.

In all cases, however, the total investments must be sufficiently liquid to enable the Trust to fulfill the purposes of the Trust and to satisfy obligations as they become due. Nothing in this Agreement shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.05 is to

authorize the investment of the Trust Fund or any part thereof as may be reasonably prudent, so long as Donors' payment obligations are met.

The Trustee shall keep all property and assets belonging to the Trust Fund in the United States.

6.06 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by the Trust Fund, for as long a period of periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, and arbitrate claims or demands in favor of or against the Trust Fund, including claims for taxes, upon such terms as it deems advisable and upon attaining written approval of or direction from a majority of the Donors.

6.07 Authority to Represent Donors. Upon attaining written approval of or direction from a majority of the Donors, to represent the Donors with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority which has authority or attempts to exercise authority over the Work or over any matter which concerns the Consent Decree or this Agreement. This authority may be delegated in writing by the Trustee to the Committee. All costs incurred by the Trustee pursuant to this Section 6.07, including but not limited to attorneys' fees, shall be paid by the Donors in accordance with this Agreement.

6.08 Institution of Litigation.

(a) To institute litigation in the name of the Trust against any party on behalf of or in the name of all consenting and non-defaulting Donors, upon obtaining written approval of or direction from a majority of the non-defaulting Donors, including but not limited to litigation against parties (i) who are not participating in the Consent Decree or (ii) that agree to participate as Donors hereunder but fail to make payments in accordance with Section 2.01 hereof, fail to make additional payments as provided in Section 2.02 hereof, or fail to make payments for fines or penalties or other costs in accordance with Section 5.01 hereof.

(b) A Donor may, upon written notice to the Trustee and other Donors, elect to not participate in such litigation, in which case it will neither be liable for nor share in any recovery, liability, or costs associated with such litigation. Failure by a Donor to pay any of its assessed share of the costs of such litigation upon demand pursuant to Section 2.02 shall constitute an election not to participate in such litigation.

(c) All costs incurred by the Trustee pursuant to this Section 6.08, including but not limited to attorneys' fees, shall be paid by the Donors in accordance with this Agreement.

6.09 Delegation of Ministerial Powers. With the written approval of the Committee, to delegate to the Committee or other persons such ministerial powers and duties as the Trustee may deem necessary or appropriate.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers after the date on which the principal and income of the Trust Fund shall have become distributable and until such time as the entire principal of, and income from, the Trust Fund shall have been actually distributed by the Trustee. It is intended that the distribution of the Trust Fund will occur as soon as possible upon termination of the Trust in accordance with Section 11.02.

6.11 Submission of Claims to the United States. Upon written request of the Committee and in accordance with the claims procedure set forth in Section XVI (Claims Against the Fund) of, and the Preauthorization Decision Document attached as Appendix D to, the Consent Decree, to prepare, or assist others in preparing, one or more claims to the Superfund for reimbursement of certain costs.

6.12 Discretion in Exercise of Powers. To do any and all other acts which it shall deem proper to effectuate the powers specifically conferred upon it by this Agreement.

ARTICLE VII

ACCOUNTS, RECORDS, REPORTS, AND PAYMENT REQUIREMENTS

7.01 Separate Records to be Kept.

(a) The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which

complete and correct entries shall be made of all transactions relating to the Trust Fund (but excluding the Activities) in accordance with generally accepted accounting principles and practices consistently applied. The detail in which such books of records and accounts are kept shall be sufficient to allow the Donors to document the reimbursability from the Superfund of expenses paid out of the Trust Fund, including the Trustee's expenses, that may be subject to reimbursement. All such books of records and accounts shall be preserved and retained for at least six (6) years after the termination of the Trust pursuant to Section 11.01 or ten (10) years after submission of the final claim for reimbursement pursuant to Section XVI (Claims Against the Fund) of the Consent Decree, whichever is later.

(b) The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Activities in accordance with generally accepted accounting principles and practices consistently applied. All such books of records and accounts shall be preserved and retained for at least six (6) years after the termination of the Trust pursuant to Section 11.01.

7.02 Reports.

(a) Within thirty (30) days after the end of each calendar month, the Trustee shall send to the Donors (i) a statement of receipts and disbursements, consisting of the Trust

balance at the beginning of such month, the receipts and disbursements during such month, and the Trust balance at the end of such month, (ii) a statement of Trust assets as of the close of such month that is in agreement with the ending Trust balance shown in such statement of receipts and disbursements, and (iii) a statement showing the amount of each receipt and disbursement attributed to each Donor, broken down by purpose as set forth in Section 1.02. The Committee may direct the Trustee to prepare such statements for a shorter or longer period of time than a calendar month.

By each March 31, the Trustee shall present to the Donors a statement of receipts and disbursements and a statement of trust assets for the prior year ended December 31, accompanied by a report of the Accountants stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards, stating the opinion of such Accountants in respect of the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception on such statements.

(b) As set forth in Paragraph 45 of the Consent Decree, the Trustee shall, within thirty (30) days after its appointment and every ninety (90) days thereafter, submit to the Donors, EPA, and the State financial reports that include cash

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flow projections showing the level of funds that will be necessary to pay for the obligations of the Donors under the Consent Decree for the next one hundred eighty (180) days and the amount of money currently in the Trust Fund. The Donors and the Trustee anticipate that the Project Team, the Committee, and the Trustee will assist each other in preparing such financial reports.

7.03 Payment Requirements. As set forth in Paragraph 45 of the Consent Decree, if the amount of money in the Trust Fund is less than the amount projected in the Trustee's report to be needed for the next one hundred eighty (180) days, the Donors shall, within forty-five (45) days after issuance of the Trustee's report, deposit into the Trust Fund amounts sufficient to bring the level of the Trust Fund up to that projected amount. As set forth in Paragraph 45 of the Consent Decree, the Donors shall in any event make payments to the Trust Fund when and to the extent necessary to ensure the uninterrupted progress and timely completion of the Work.

7.04 Right to Inspect. The United States, the State, and the Donors shall have the right at all reasonable times and upon reasonable notice to inspect all records, accounts, and data of the Trustee relating to the Trust Fund.

ARTICLE VIII

CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it by this

Agreement but only upon and subject to the following express terms and conditions:

8.01 Limitation of Duties, Obligations, and Power.

(a) The Trustee shall manage the Trust Fund in accordance with the powers and within the limitations fixed by this Agreement.

(b) The Trustee shall act on behalf of the Donors pursuant to such directions of the Committee and the Project Team as shall be in conformity with this Agreement.

(c) The Donors shall provide to the Trustee the names of the members of the Committee and the members of the Project Team (if any) and the Trustee may rely absolutely on the accuracy of such notification until notified in like manner of any change thereof.

(d) All actions taken by the Trustee, other than investment of the Trust Fund in accordance with Section 6.05, shall be taken by the Trustee solely upon the direction of the Committee. All such directions to the Trustee shall be rendered or confirmed in writing. The Trustee expressly disavows any expertise in matters of environmental law, reclamation, restoration, or any other matter whatsoever related to air, ground, or water pollution or the health and safety of the environment, or remedies for defects therein, and no party to this Agreement shall make any statement or take any action which might imply or give rise to any inference to the contrary.

8.02 Reliance on Documentation. The Trustee shall be

protected in acting in accordance with the provisions of this Agreement upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Right to Demand Documentation. Notwithstanding any other provision of this Agreement, in the administration of the Trust, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Agreement, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that required by the terms thereof which the Trustee believes to be necessary or desirable.

8.04 Trustee's Compensation. The Trustee shall be compensated for its services hereunder in accordance with Exhibit F attached hereto. The Trustee shall have a lien upon the Trust Fund for such compensation, and all reasonable expenses, advances, and counsel fees, and as indemnity for all liabilities incurred in and about the execution of this Trust and the exercise and performance of the powers and duties of the Trustee hereunder (except liabilities incurred as a result of gross negligence or willful misconduct of the Trustee), and the cost and expenses, including reasonable counsel fees, of defending against any claim of such liability.

8.05 Limitation of Financial Liability. No provision of

this Agreement shall require the Trustee to (i) expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, or (ii) take any action pursuant to this Agreement, whether or not the Trustee is directed to take any such action by the Committee, which in the judgment of the Trustee may reasonably conflict with any rule of law. When acting pursuant to the direction of the Donors pursuant to this Agreement, the Trustee may take other action deemed proper by the Trustee that is not inconsistent with such direction; provided, however, that the terms of this Section 8.05 shall not impose any additional duties or responsibilities upon the Trustee.

ARTICLE IX

SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. The Trustee may at any time resign and be discharged from the Trust hereby created by giving not less than sixty (60) days' written notice to the Donors, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed by a majority of the Donors as hereinafter provided, in which event such resignation shall take effect immediately

upon the appointment of a successor Trustee.

9.02 Removal of Trustee. Notwithstanding Section 9.03 hereof, the Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing, delivered to the Trustee and signed by a majority of the Donors.

9.03 Appointment of Successor Trustee. In the event that the Trustee hereunder shall resign or be removed, or be dissolved, or should be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in the event that the Trustee shall be taken under the control of any public office or officers, or of a receiver appointed by a court, a successor may be appointed by a majority of the Donors by an instrument or concurrent instruments in writing, signed by such Donors, or by their attorneys in fact duly authorized in writing, and delivered to the Trustee.

9.04 Transfer to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties, and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of a majority of the Donors, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor

hereunder; and every predecessor Trustee shall deliver all property in the Trust Fund to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary, and legal accrued fees, advances, and expenses of any such predecessor Trustee shall be paid in full. Should any deed, assignment, or instrument in writing from the Donors be reasonably required by any successor Trustee for more fully and certainly vesting in such Trustee the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, assignments, and instruments in writing shall be executed, acknowledged, and delivered by the Donors.

9.05 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party, shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

ARTICLE X

INDEMNIFICATION

10.01 Indemnification of and by Trustee.

(a) The Donors collectively shall indemnify and hold

harmless the Trustee and its agents and employees from all losses, claims, liabilities, injuries, damages and expenses (including but not limited to reasonable attorneys' fees and costs of investigation) (collectively, the "Losses") which the Trustee, its agents or employees may incur or suffer arising out of this Agreement, the Trust Fund, or the performance of the Trustee's obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify the Trustee, its agents or employees for Losses arising out of the gross negligence or willful misconduct of the Trustee, its agents or employees. Such indemnification shall be shared by the Donors in the proportions set forth in Exhibit A hereto. The Donors shall make payment within thirty (30) days of the Trustee's demand for any undisputed indemnity obligation under this Section. In the event that any one or more Donors fail to make timely payment of indemnification after receipt of the Trustee's demand for payment, it shall be the obligation of the other Donors to use good faith efforts to enforce this indemnification provision. If, within ninety (90) days of the Trustee's demand for payment, such efforts are unsuccessful, the other Donors shall pay the Trustee the deficit amount in proportion to their respective actual contributions to the Trust Fund. Such Donors shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees.

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(b) Notwithstanding anything to the contrary contained herein, but subject to the following two sentences, the Trustee shall not be required to make any payments in its individual and nonfiduciary capacity in the implementation of this Agreement. The Trustee shall indemnify and hold harmless the Trust Fund, the Donors, the Committee, the Project Team and the Accountants, and their agents and employees (the "Cross-Indemnified Parties") for all Losses which the Cross-Indemnified Parties may incur or suffer arising out of or relating to the gross negligence or willful misconduct of the Trustee or its agents or employees. The Trustee shall make payment within thirty (30) days of demand for any undisputed indemnity obligation under this Section.

10.02 Indemnification of Committee and Others. The Donors severally, but not jointly, agree to indemnify and hold harmless the Committee, the technical subcommittee of the Committee, other subcommittees composed entirely of Donors, and other positions held by Donors (the "Indemnified Parties") from all Losses which the Indemnified Parties may incur or suffer arising out of this Agreement, the Trust Fund, or the performance of their obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify any Indemnified Party for Losses arising out of its gross negligence or willful misconduct. The portion of a Loss for which each Donor is liable under this Section shall bear the same proportion to the total amount of the Loss as such Donor's RU

bears to the RU held by all the Donors (excluding the RU held by the Indemnified Parties). The Donors shall make payment within thirty (30) days of a demand for any undisputed indemnity obligation under this Section. The Indemnified Parties shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees.

10.03 Survival of Indemnification. Notwithstanding any other provision hereof, the indemnity obligations of the Donors and the Trustee in this Agreement shall survive the termination of this Agreement.

10.04 Disputes Concerning Indemnity Obligations. Any dispute that arises under or with respect to any indemnity obligation hereunder shall be subject to informal negotiations between the parties to the dispute for a period of up to thirty (30) days from the time notice of the existence of a dispute is given. The period for negotiations may be extended by agreement of the parties to the dispute. The party making the objection shall not be required to make payment during the pendency of the dispute.

ARTICLE XI

TERMINATION OF TRUST

11.01 Termination of Trust. This Trust shall terminate upon stipulation in writing by the Trustee and a majority of the Donors after EPA issues its Certificate of Completion for the

Work, as described in Paragraph 52.b of the Consent Decree. The Committee shall give the Trustee prompt written notice as to when such Certificate has been issued by EPA.

11.02 Distribution of Trust Fund Upon Termination. Upon termination of this Trust, the Trustee shall liquidate the assets of the Trust and thereupon distribute all of the Trust Fund, including all accrued, accumulated and undistributed net income, to the Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust, allowing for any relative overpayments or underpayments; provided, however, that such distribution shall be subject to Section 5.04. If any Donor, or its successor, cannot be located within one hundred eighty (180) days after the termination date after diligent effort, its share of the Trust shall be deemed to be waived, and the Trustee shall distribute that share to the remaining Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust.

ARTICLE XII

MISCELLANEOUS

12.01 Headings. The section headings set forth in this Agreement are included for the convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

12.02 Particular Words. Any word contained in this text of this Agreement shall be read as a singular or plural and a

masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation. Unless otherwise specifically stated, capitalized words shall have the meaning assigned to them in the Consent Decree.

12.03 Severability of Provisions. If any provision of this Agreement or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

12.04 Notices Under Agreement. Any notice required to be given by this Agreement shall be in writing. Notices required to be given to the Donors shall be deemed to have been properly given when mailed, postage prepaid, by first class United States mail, to the person to be notified as set forth on the Donor's signature page to this Agreement. A Donor may change that address by delivering notice thereof in writing to the Trustee. The Trustee shall maintain a list of addresses of the Donors and update it upon its receipt from a Donor of a notice of a change of address. The Trustee shall provide a copy of the address list to any Donor upon request.

Any notice required by this Agreement to be delivered to

any other person or entity shall be deemed to have been properly delivered when mailed, postage prepaid, by first class United States mail, to the person to be notified at the last known address of such a person or entity, according to the records of the one giving notice.

12.05 Counterparts of Agreement. This Agreement may be executed for the convenience of the parties hereto in counterparts, any one of which for all purposes shall be deemed to have the status of an executed original.

12.06 Governing Jurisdiction. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Missouri. This Agreement shall be enforceable against the Trustee or any Donor in any court of competent jurisdiction in the State of Missouri.

12.07 Binding Effect; No Transferability of Interest in the Trust. This Agreement shall apply to and be binding upon the signatories, their heirs, successors, and assigns; provided, however, that the interest of the Donors in the Trust and their obligation to contribute funds pursuant to Article II hereof is not transferable, except to a successor corporation or corporations or with the written agreement of a majority of the Donors.

12.08 Amendments. The Donors, by unanimous vote of the non-defaulting Donors and the Trustee, may from time to time and at any time during the term of this Trust, amend this Agreement, in whole or in part. Such amendment must be in writing and be

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signed by all non-defaulting Donors. The Trustee shall give notice of such action to Donors as provided in Section 12.04. No such amendment, however, shall be effective without the Trustee's written consent.

As provided in Paragraph 44 of the Consent Decree, Donors shall provide EPA and the State with written notice at least thirty (30) days in advance of any proposed amendment to this Agreement.

12.09 Control by Donors and Committee Members. Except as otherwise expressly provided for herein, whenever this Agreement provides for action by a majority of the Donors (or Committee members), such action shall be effective only if taken by the number of non-defaulting Donors (or non-defaulting Committee members) allocated more than fifty percent (50%) of the RU collectively held by all of the non-defaulting Donors (or non-defaulting Committee members). A majority of the Donors may at any time direct the Trustee in writing to take any action or to refrain from taking any action, provided that such direction does not conflict with the Donors' obligations under the Consent Decree or this Agreement.

12.10 No Authority to Conduct Business. The purposes of this Trust are limited to the matters set forth in this Agreement. This Agreement shall not be construed to confer upon the Trustee any authority to conduct business. The object of this Trust is specifically limited to the matters set forth herein and there is no objective to carry on any business or to

divide the gains therefrom.

12.11 Joinder of Additional Parties. It is understood that entities other than the Donors named in Exhibit A hereto may desire to become Donors under this Agreement. Such entities may join as Donors under this Agreement upon obtaining the written consent of a majority of the Donors named in Exhibit A and the Trustee hereof, and by executing this Agreement and agreeing to be bound thereafter by all the provisions hereof. No such entity may join as a Donor herein without having first paid to the Trustee such sum of money as may be agreed upon by the Donors named in Exhibit A. Such sum shall represent an allocation of liability to such joining party for a share of the anticipated cost of the Work and compliance with the Consent Decree as of the date of such payment. Such payment may, in the discretion of the Donors named in Exhibit A, be adjusted in consequence of the time elapsed between the date of this Agreement and the date of such payment. Upon execution of this Agreement, such entity shall thereafter be bound by all of the terms and obligations hereof, including but not limited to the obligation to make such payments and contributions as specified under Section 2.02 hereof. The name of such entity joining as an additional Donor shall be added to Exhibit A along with its RU in order to allow the calculation of its proportionate share of payments as described in this Agreement. Any entity which becomes a party by execution of this Agreement after the effective date of this Agreement shall be deemed to have been a

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party to this Agreement ab initio and shall be assessed and pay all sums which such entity would have been obligated to pay if a Donor ab initio, except that the Donors may, for good cause, impose different terms and conditions upon any entity seeking to enter this Agreement after its effective date. Joinder of an additional party pursuant to this Section shall constitute an amendment of this Agreement for purposes of Section 12.08.

12.12 No Waiver or Admission. It is understood and agreed that the Donors are entering into this Agreement solely for the purpose of complying with the Consent Decree, and that by doing so are not waiving, expressly or otherwise, any defenses that they may have to liabilities claimed by the United States, the State of Missouri, third parties, or the parties to this Agreement.

The funds contributed to the Trust Fund by Defendants and the United States on behalf of the Settling Federal Agencies are voluntary payments in satisfaction of such parties' obligations under the Consent Decree and, except in the case of stipulated penalties pursuant to Section XXIII (Stipulated Penalties) of the Consent Decree, are not to be construed as payments of fines, penalties or monetary sanctions, nor are they amounts forfeited as collateral posted in connection with a proceeding which could result in imposition of such fines, penalties or monetary sanctions. Furthermore, the payment of the funds by the Defendants and the United States on behalf of the Settling Federal Agencies shall not be construed as an admission of

liability under common law or any federal or state statute or regulation in connection with the Site or any other matter. None of the Defendants or Settling Federal Agencies expected or intended that the alleged releases of hazardous substances at and from the Site would occur.

12.13 No Enlargement of Participation. It is understood and agreed that, by entering into this Agreement, no Donor has committed itself to participate in any activities other than the Work defined in the Consent Decree. It is also understood and agreed that the RU allocated to each Donor as stated in Exhibit A have been agreed to only for the purposes of interim allocation under this Agreement and are subject to reallocation, if so agreed by the Donors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to sign on their behalf by signing an authorization form attached hereto as of the day and year first written above.

MERCANTILE BANK OF ST. LOUIS, N.A.
as Trustee

By:_____

Title:_____

SIGNATURE PAGE TO THE MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

_____ has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: _____

Name (print): _____

Title (print): _____

Date: _____

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: _____

Address: _____

_____

_____

_____

_____

:504E

APPENDIX J

DESCRIPTION OF HOW MONEY RECOVERED FROM CERTAIN PARTIES WILL BE SHARED AMONG THE SETTLING DEFENDANTS AND THE SOIL DE MINIMIS SETTLING DEFENDANTS

This Appendix describes how any money that is recovered from certain PRPs who are not participating in the Consent Decree to which this Appendix is attached will be distributed among certain of the PRPs who are participating.

Funds recovered from any of the following nine (9) parties, or their insurers, are subject to the provisions of this Appendix: Missouri Electric Works ("MEW"), Giles Armature & Electric Works, Continental Transformer, National Electric Service Company, Pioneer Equipment Company, Inman Freight Systems, West Kentucky Battery, Robert Ross, and Ralph Vancil. Funds recovered from any other non-participating PRP or any non-PRP that sent equipment to the Site shall be shared among the Settling Defendants only, in accordance with the provisions of the Cost Allocation Formula ("CAF") (attached to the Consent Decree as Appendix K).

Only PRPs who are Settling Defendants or Soil De Minimis Settling Defendants ("Soil DMSDs") are eligible to share in funds recovered from the nine (9) listed parties. In no event shall the provisions of this Appendix be construed to permit or require a Soil and Groundwater De Minimis Settling Defendant to share in any funds recovered from any entity.

The last page of this Appendix is a flowchart to assist in understanding the provisions of this Appendix.

Pursuant to Paragraph 107 of the Consent Decree, each Soil DMSD is responsible for a certain portion of the sum of three amounts: The estimated cost of the Work; the costs paid, incurred, or to be incurred by the MEWSC; and EPA's Future Response Costs on the Work. The amount of the portion for which the Soil DMSDs are responsible, as a group (hereinafter the "Floor"), equals the sum of the gross cost shares required to be paid by all PRPs who are eligible to participate as a Soil DMSD. A list of the PRPs eligible to participate as a Soil DMSD, and the corresponding cost share for each, accompanied the Consent Decree when it was sent to the PRPs.

The Floor equals $6,975,900.26. It is, however, subject to one adjustment. The Floor will be reduced by the cost share

that would have been paid by a PRP eligible to participate as a Soil DMSD who instead elects to sign the Consent Decree as a Settling Defendant, i.e., a non-de minimis PRP.

This adjustment will be calculated after the expiration of the deadline for PRPs to return signature pages to the Consent Decree. The effect of the adjustment is that PRPs who elect to participate as a Soil DMSD are not penalized for the decision by a PRP eligible for the de minimis buyout to elect non-de minimis status.

For example, assume that the Floor is $7 million and that XYZ Co. is eligible for the de minimis buyout, with a cost share of $60,000. XYZ decides to sign the Consent Decree as a Settling Defendant. The amount XYZ would have paid ($60,000) is subtracted from the Floor to give the adjusted Floor ($6,940,000).

The Floor, as adjusted, is the amount the Soil DMSDs, as a group, must contribute to the overall settlement. Once the Floor is satisfied, then the Soil DMSDs will share in money recovered thereafter from the nine (9) parties listed above, as described in further detail below.

There are two ways for the Floor to be satisfied. First, all money paid by each Soil DMSD <u>and</u> each Soil and Groundwater DMSD to the Trust Fund is credited against the Floor. This includes all past payments of MEWSC assessments (excluding penalty assessments).

In the example above, the adjusted Floor was $6,940,000. Assume that all Soil, and Soil and Groundwater, DMSDs who sign the Consent Decree pay into the Trust Fund $5.7 million when the Consent Decree is entered, and had paid in the past $0.3 million in MEWSC assessments. This totals $6 million, which is credited against the Floor. There remains a deficit in the Floor of $940,000 that must be satisfied before the Soil DMSDs can begin to share in any money recovered from the nine (9) listed parties.

Second, the Soil DMSDs will receive a credit for the net recovery by the Settling Defendants from the nine (9) listed parties. If the Settling Defendants recover any money from a listed party or its insurer after the effective date of the Consent Decree, then that money (net of the Settling Defendants' expenses of recovery, including attorneys' fees) is credited to the Floor.

The money recovered from a listed party goes into the Trust Fund and is credited to the Settling Defendants according to

the CAF. Under the terms of the CAF, PRPs who shared equipment with a non-participating party pay the share attributed to the non-participating party for that equipment. In addition, recovery from a non-participating party goes first to the PRPs who paid the share attributed to the non-participating party for that equipment.

Here, if the money recovered is not sufficient to pay off 100% of the shares paid on behalf of the listed party by the Settling Defendants who shared equipment with such listed party (the "Sharing Settling Defendants"), then the recovered money is credited to those Sharing Settling Defendants in proportion to the amounts paid by them on behalf of the listed party. On the other hand, if the money recovered is sufficient to pay off 100% of the shares paid on behalf of the listed party by the Sharing Settling Defendants, then the excess is credited to all Settling Defendants in proportion to their RU. This assumes that the Floor has <u>not</u> yet been satisfied.

> To continue the example, assume the Settling Defendants recover $950,000 from MEW, and spend $50,000 in doing so, so that the net recovery is $900,000. The $900,000 is credited against the Floor, so that the deficit is reduced from $940,000 to $40,000. The $900,000 recovered from MEW would be credited to the Settling Defendants who shared equipment with MEW (who would constitute the Sharing Settling Defendants) in proportion to the amounts paid by them on behalf of MEW. Soil DMSDs who shared equipment with MEW (the "Sharing Soil DMSDs") would not receive any money from recovery at this point because the Floor had not been satisfied.
>
> If the amount paid on behalf of MEW by the Sharing Settling Defendants is only $800,000, then after the first $800,000 is used to satisfy the amounts paid by the Sharing Settling Defendants on behalf of MEW, the balance of $100,000 is shared among all of the Settling Defendants.

Once the Floor is satisfied, the Sharing Soil DMSDs begin to share in any money recovered from any listed party thereafter. These recovered monies are first distributed among those Settling Defendants and Soil DMSDs who shared equipment with such listed party (collectively, the "Sharing PRPs"). While the Sharing Settling Defendants are credited with recovered monies through Trust Fund accounting, the Sharing Soil DMSDs will receive a cash payout from the Trust Fund.

If the recovered monies are not sufficient to pay off 100% of the shares paid on behalf of the orphan by the Sharing PRPs,

then the recovered monies are credited to the Sharing PRPs in proportion to the amounts paid by them on behalf of the listed party. If the recovered monies are sufficient to pay off 100% of the shares paid on behalf of the listed party by the Sharing PRPs, then the excess is credited to all Settling Defendants and Soil DMSDs in proportion to their respective RU.

In the example, assume that the Settling Defendants recover from MEW or its insurer, after expenses, a net of $1,500,000 instead of $900,000. The first $940,000 would be credited against the Floor, which would satisfy it completely. This $940,000 would be distributed among the Sharing Settling Defendants as described above.

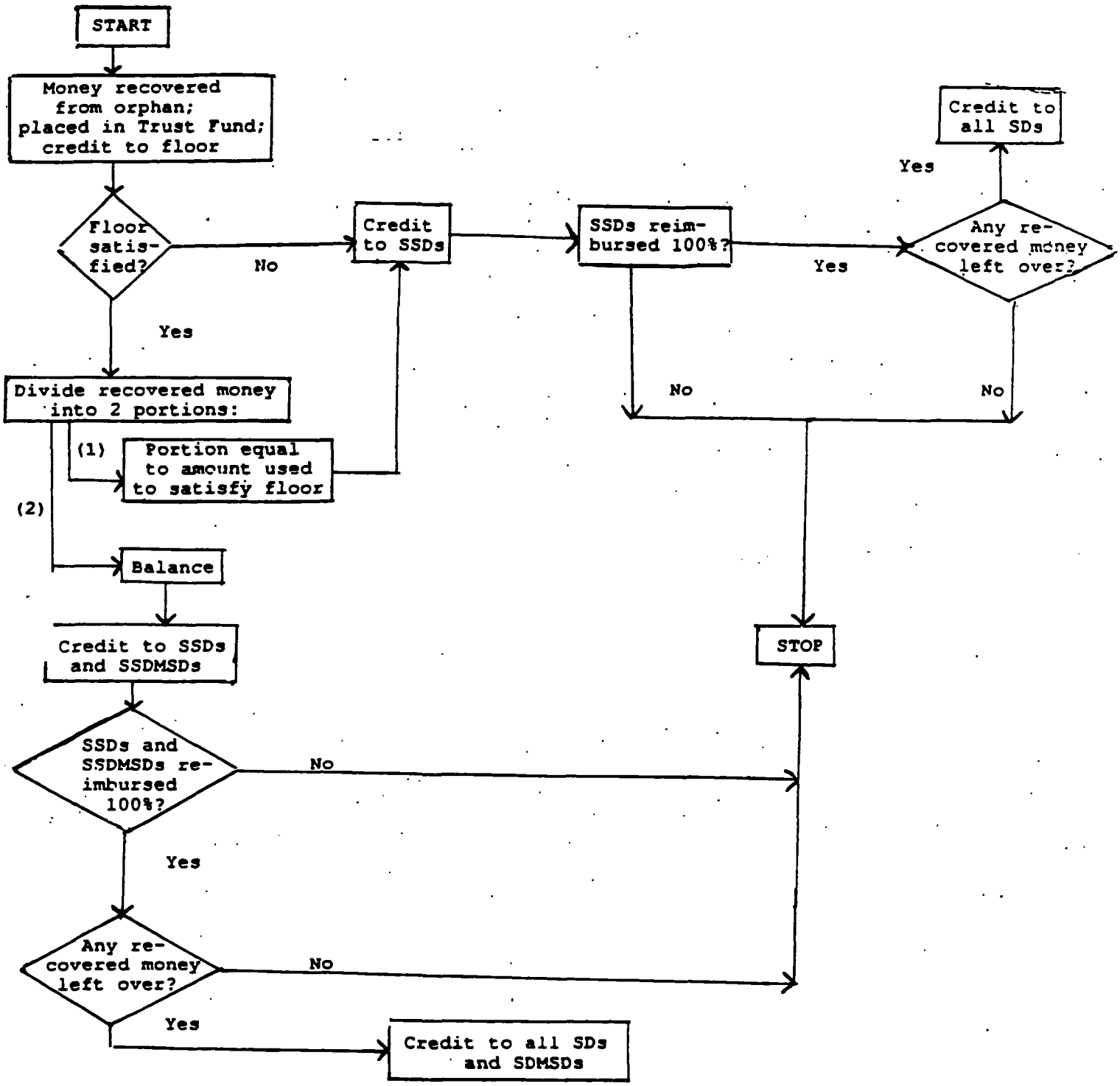
The balance of $560,000 would be distributed among the Sharing PRPs in proportion to the unreimbursed amounts they paid on behalf of MEW until each Sharing PRP is completely reimbursed.

If the recovered monies pay off 100% of the shares paid on behalf of MEW by the Sharing PRPs, the balance, if any, would be shared among all Settling Defendants and Soil DMSDs in proportion to their respective RU.

The Trust Fund will perform the necessary calculations once each year, at the time that the Trust Fund is audited. Monies recovered during the year would be paid into the Trust Fund and remain there pending the year-end calculations. Interest earned on the recovered monies would remain in the Trust Fund and be used to pay expenses of the Trust Fund. The recovered monies themselves, i.e., the principal, would be counted as part of the Trust Fund and also be used to pay Fund expenses.

If, as a result of the year-end calculations, a payout to the Soil DMSDs is required, then the Trust Fund will, pursuant to Paragraph 45 of the Consent Decree, assess the Settling Defendants, if necessary, in order to keep the Trust Fund at its required level.

FLOWCHART
TO DESCRIBE SHARING OF MONEY RECOVERED FROM ORPHANS



SD = Settling Defendant
SSD = Sharing SD
SDMSD = Soil De Minimis SD
SSDMSD = Sharing SDMSD

APPENDIX K

COST ALLOCATION FORMULA
OF THE MISSOURI ELECTRIC WORKS
STEERING COMMITTEE
MISSOURI ELECTRIC WORKS SITE
CAPE GIRARDEAU, MISSOURI

APPENDIX K

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COST ALLOCATION FORMULA
OF THE MISSOURI ELECTRIC WORKS
STEERING COMMITTEE
FOR
MISSOURI ELECTRIC WORKS SITE CLEANUP
CAPE GIRARDEAU, MISSOURI

Part I - Guiding Principles and Definitions

A. BACKGROUND

The business activity at Missouri Electric Works, Inc. ("MEW" or the "Site") primarily consisted, and still consists, of the servicing of electrical equipment and the purchase of electrical equipment for resale. Some of this equipment was oil-filled. The oil was either an askarel-type oil, which was typically composed mostly of polychlorinated biphenyls ("PCBs"), or a mineral oil. While mineral oils were generally manufactured free of PCBs, they sometimes became contaminated with PCBs. The Site, as well as several locations nearby, have become contaminated with PCBs.

This Cost Allocation Formula (the "Formula") was developed by the Allocation Committee of the Missouri Electric Works Steering Committee ("MEWSC") to apply to those potentially responsible parties ("PRPs") who, through ownership, transportation, brokerage activities, or otherwise, were allegedly responsible for the presence at MEW of oil-filled electrical equipment or other oil-containing or PCB-contaminated material (collectively the "Identifiable Equipment"). Thus, equipment that was designed not to contain, and never did contain, oil (e.g., air- or water-cooled transformers) will not be allocated any responsibility.

This Formula is intended to apportion the costs of clean-up and expenses connected with the Site for which the MEWSC agrees to pay including, but not limited to, administrative costs, costs of the remedial investigation/feasibility study, legal costs, remediation and disposal costs, and post-clean-up costs of PCB contamination both on- and off-Site.

In fashioning the Formula, the Allocation Committee's goal was to be fair and equitable to all PRPs.

B. DATABASE

The first step in developing the Formula was to prepare a computer database containing a record for each piece of Identifiable Equipment that, for whatever reason, came onto the

Site. Sources of data that have been used to develop the database are MEW's business records (transformer cards, transformer ledgers, invoices), PRPs' responses to EPA's Section 104(e) information requests, and information gathered by Kellogg Corporation at the request of the MEWSC from transformer manufacturers regarding whether transformers were dry or oil-filled and, if the latter, the volume of oil contained in them.

C. PRINCIPLES OF ALLOCATION

The Formula rests on two primary principles. First, each piece of Identifiable Equipment was equally likely to have contributed to contamination at the Site in proportion to the arithmetic average of (i) the volume of oil contained in the unit, and (ii) the "Transformer Rating" of the unit. Transformer Rating means (i) for transformer-type equipment (welding transformers, plating transformers, reactors, and rectifiers, as well as transformers), the actual kilovolt-ampere ("KVA") rating of the unit, or (ii) for non-transformers (all other types of equipment - bushings, sectionalizers, regulators, reclosers, constant current transformers, battery chargers, switches), the KVA rating of a hypothetical transformer corresponding to the volume of oil contained in the non-transformer. This measure of responsibility is called "Responsibility Units", or RU.

Second, the responsibility for a piece of equipment is shared by each of the parties associated with it. For equipment that was sent to the Site for servicing, generally the owner is solely responsible; MEW has no responsibility. For equipment sold to MEW, the seller and MEW share responsibility equally (1/2 each). If the sale was brokered by, or otherwise involved, a third party, then the third party, the seller, and MEW share equally (1/3 each).

The Allocation Committee anticipates that, in some instances, one or more of the parties associated with a particular unit will be unable or unwilling to participate in the MEWSC and pay its allocated share. When that occurs, the responsibility for that particular unit will be shared equally by the remaining parties associated with the unit that do participate in the MEWSC and pay their allocated shares. For example, assume that parties A, B, and C currently share responsibility for a transformer. A and B participate in the MEWSC, and each pays its allocated share. C does not, for any one of a number of reasons (e.g., unable to be located, bankrupt, refuses to participate). A and B will share responsibility for the transformer equally (1/2 each).

Since members may end up paying the share of a non-member (as in the example above), the Allocation Committee feels that it is fair that any funds received by the MEWSC from, or on behalf of, non-members whose share of responsibility was paid by one or more members (as in the example above) will be distributed first to those members so that they pay only their fair share. The balance of any such funds remaining after this initial distribution, and any funds recovered from non-members whose share of responsibility was not paid, in whole or in part, by a MEWSC member, will be distributed among MEWSC members who have paid their full assessment in proportion to the amount of money paid by those members. Members who participate in the de minimis settlement and members who have failed to pay all of their assessments will not receive any such funds.

In the example above, assume that C was unable to pay its share but C's insurance company ultimately paid some money to the MEWSC in settlement of C's responsibility. These funds would first be used to repay A and B for having paid C's share of the responsibility for the unit. The balance remaining, if any, would be distributed among paid-in-full members.

As described above, the Transformer Rating of a unit depends on whether it is a piece of transformer-type equipment or a non-transformer. These two types of equipment are discussed below.

1. Transformer-type Equipment.

Plating transformers, reactors, rectifiers, and welding transformers, along with transformers, comprise the transformer-type equipment.

Since the Formula is based on two variables, oil volume and Transformer Rating, there are four possible combinations describing the availability of that information -- both are known, neither are known, or only one or the other is known. The method of handling each of these possibilities is described below.

a. Known Transformer Rating; known volume. The RU of such a unit will be the arithmetic average of the actual KVA rating and the actual volume.

EXAMPLE 1: A 250 KVA transformer is known to have an oil capacity of 150 gallons. The RU equals the average of 250 and 150, or 200.

b. Known Transformer Rating; unknown volume. Since the actual volume of the unit is unknown, it must be estimated. The database contains records of approximately 10,000 pieces of transformer-type equipment for which both KVA and oil volume are known. The average volume corresponding to each KVA rating has been determined (see Figure A attached). A series of four line segments has been fitted to these data over the ranges of 0-1.5 KVA, 1.5-75 KVA, 75-300 KVA, and above 300 KVA to allow a KVA rating to be predicted from any given oil volume or to allow an oil volume to be predicted from any given KVA. The equations ("Oil Equations") that have been determined to best predict the corresponding oil volume are:

<u>For KVA values between 0 and 1.5:</u>

$$\text{Volume} = 4.00666 \times \text{KVA}$$

<u>For KVA values between 1.5 and 75:</u>

$$\text{Volume} = 0.579042 \times (\text{KVA} - 1.5) + 6.01$$

<u>For KVA values between 75 and 300:</u>

$$\text{Volume} = 0.578132 \times (\text{KVA} - 75) + 48.57$$

<u>For KVA values greater than 300:</u>

$$\text{Volume} = 0.305614 \times (\text{KVA} - 300) + 178.65$$

Attached as Figures B and C are two graphs that show the actual oil volumes and the line segments calculated with the Oil Equations over two ranges -- 0-75 KVA and 0-2,000 KVA.

Using the Oil Equations, the volume of a unit with an unknown volume will be estimated based upon its Transformer Rating. This volume will be averaged with the unit's Transformer Rating to give the RU.

EXAMPLE 2: The oil volume of a 100 KVA transformer is unknown. Using the Oil Equations, the oil volume corresponding to 100 KVA is 63.02 gallons. The RU equals the average of 100 and 63.02, or 81.51.

c. Unknown Transformer Rating; known volume. Since Figures B and C and the Oil Equations can be used to determine a KVA rating from an oil volume, just as they can be used to determine an oil volume from a KVA rating, the Transformer Rating of the unit will be estimated based upon the actual volume of oil. This rating and the volume will be averaged to obtain the unit's RU.

The equations that are used to determine a KVA rating from an oil volume are the same as the Oil Equations, except rearranged to calculate KVA (the "KVA Equations"):

For oil volumes between 0 and 6.01 gallons:

$$KVA = Volume/4.00666$$

For oil volumes between 6.01 and 48.57 gallons:

$$KVA = ((Volume - 6.01)/0.579042) + 1.5$$

For oil volumes between 48.57 and 178.65 gallons:

$$KVA = ((Volume - 48.57)/0.578132) + 75$$

For oil volumes greater than 178.65 gallons:

$$KVA = ((Volume - 178.65)/0.305614) + 300$$

EXAMPLE 3: A transformer that contained 45 gallons of oil has an unknown KVA rating. Using the KVA Equations, the Transformer Rating corresponding to 45 gallons is 68.84 KVA. The RU equals the average of 45 and 68.84, or 56.92.

d. Unknown Transformer Rating; unknown volume. The Transformer Rating of a unit whose Transformer Rating and oil volume are both unknown will be assigned by computing the arithmetic average of (i) the average of the KVA ratings of all the transformer-type equipment in the database (the "database average KVA"), which is 54.53 KVA, and (ii) the average of the particular party's transformers with known KVA ratings. If the party has no transformers with known KVA ratings, then the assigned Transformer Rating will be equal to 54.53 KVA, the database average KVA.

Using the Oil Equations, the oil volume corresponding to the assigned Transformer Rating will be determined, and the average of the two values will yield the unit's RU.

EXAMPLE 4: ABC Company has four transformer-type units attributed to it, three with known KVA ratings (50, 100, and 150) and the fourth having an unknown KVA rating and an unknown oil volume. The database average KVA is 54.53. The average rating of ABC's transformer-type units for which KVA ratings are known is (50+100+150)/3, or 100. The unit with both an unknown oil volume and an unknown KVA rating will be assigned a Transformer

Rating equal to the average of the database average KVA (54.53) and the average rating of ABC's units for which a rating is known ((50+100+150)/3, or 100), for a Transformer Rating of 77.27. Using the Oil Equations, the oil volume corresponding to a 77.27 KVA transformer is 49.88 gallons. The RU equals the average of 77.27 and 49.88, or 63.58.

EXAMPLE 5: ABC Company has two transformer-type units attributed to it, both with unknown KVA ratings and unknown oil volumes. The database average KVA is 54.53. Each of ABC's units will be assigned a Transformer Rating of 54.53. Using the Oil Equations, the oil volume corresponding to a Transformer Rating of 54.53 is 36.72 gallons. The RU of each transformer is the average of 54.53 and 36.72, or 45.63.

2. Non-Transformers.

Besides transformer-type equipment, the database contains seven types of non-transformer equipment -- battery chargers, bushings, sectionalizers, switches, regulators, reclosers, and constant current transformers. The RU of a non-transformer will be determined in a manner similar to that of a transformer. First, the oil volume of every non-transformer is known, either from MEW records or having been assigned by the Allocation Committee based on information it gathered. Second, the corresponding Transformer Rating will be determined using the KVA Equations. Finally, the two values will be averaged to obtain the unit's RU. Each type of non-transformer equipment will be addressed below.

a. Battery chargers, bushings, sectionalizers, and switches.

Each unit among these types of equipment has been assigned a volume of one gallon. Using the KVA Equations, the Transformer Rating corresponding to one gallon is 0.25 KVA. The RU of every battery charger, bushing, sectionalizer, and switch will equal the average of 1 and 0.25, or 0.63.

b. Regulators.

Oil volumes have been assigned by the Allocation Committee to regulators with unknown oil volumes as follows:

TABLE 1

RATINGS AND ASSIGNED OIL VOLUMES FOR REGULATORS

Rating (amperes)	Oil Volume (gallons)
Less than 50	42
Equal to or greater than 50 and less than 76	67
Equal to or greater than 76 and less than 112	68
Equal to or greater than 112 and less than 137	79
Equal to or greater than 137 and less than 175	90
Equal to or greater than 175	118

Once the volume is known (either through Table 1 or if already known), the corresponding Transformer Rating will be determined using the KVA Equations and the two values averaged to obtain the RU.

EXAMPLE 6: A 150-ampere regulator with an unknown oil volume is assigned a volume of 90 gallons. Using the KVA Equations, the Transformer Rating corresponding to 90 gallons is 146.66. The RU equals the average of 90 and 146.66, or 118.33.

If the rating of the regulator is unknown, then the rating will be determined by taking the average of (i) the average of the ratings of all regulators in the database with known ratings, which is 67.29 amperes, and (ii) the average of the ratings of the party's other regulators with known ratings. If the party has no regulators with known ratings, then the average of the ratings of all regulators in the database with known ratings (67.29 amperes) will be used.

Using Table 1 above, the oil volume corresponding to this calculated rating will be determined. Finally, the Transformer Rating corresponding to the oil volume will be determined using the KVA Equations. The oil volume and KVA rating will be averaged to obtain the RU.

c. Reclosers

Oil volumes have been assigned by the Allocation Committee to reclosers with unknown oil volumes as follows:

TABLE 2

RATINGS AND ASSIGNED OIL VOLUMES FOR RECLOSERS

Rating (amperes)	Oil Volume (gallons)
Less than 30	3
Equal to or greater than 30 and less than 60	4
Equal to or greater than 60 and less than 85	6
Equal to or greater than 85	8

Once the volume is known (either through Table 2 or if already known), the corresponding Transformer Rating will be determined using the KVA Equations and the two values averaged to obtain the RU.

EXAMPLE 7: A 50-ampere reclosure with an unknown oil volume is assigned a volume of 4 gallons. Using the KVA Equations, the Transformer Rating corresponding to 4 gallons is 1.00. The RU equals the average of 4 and 1.00, or 2.50.

If the rating of the recloser is unknown, then the rating will be determined by taking the average of (i) the average of the ratings of all reclosers in the database with known ratings, which is 50.06 amperes, and (ii) the average of the ratings of the party's other reclosers with known ratings. If the party has no reclosers with known ratings, then the average of the ratings of all reclosers in the database with known ratings (50.06 amperes) will be used.

Using Table 2 above, the oil volume corresponding to this calculated rating will be determined. Finally, the Transformer Rating corresponding to the oil volume will be determined using the KVA Equations. The oil volume and Transformer Rating will be averaged to obtain the RU.

d. Constant current transformers

Oil volumes have been assigned by the Allocation Committee to constant current transformers with unknown oil volumes as follows:

TABLE 3

RATINGS AND ASSIGNED OIL VOLUMES FOR CONSTANT CURRENT TRANSFORMERS

Rating (kilowatts)	Oil volume (gallons)
Less than 7.5	32
7.5 or 10	40
15	65
20	74
25	85

Once the volume is known (either through Table 3 or if already known), the corresponding Transformer Rating will be determined using the KVA Equations and the two values averaged to obtain the RU.

EXAMPLE 8: A 20-kilowatt constant current transformer with an unknown oil volume is assigned a volume of 74 gallons. Using the KVA Equations, the Transformer Rating corresponding to 74 gallons is 118.99. The RU equals the average of 74 and 118.99, or 96.50.

For constant current transformers whose rating is unknown, the average of the ratings of all the constant current transformers in the database (15 kilowatts) will be assigned. Using the KVA Equations, the Transformer Rating corresponding to that oil volume will be averaged with the oil volume to obtain the RU.

3. Adjustments to Oil Volume

In all cases (both transformer-type equipment and non-transformers), the oil volume is subject to adjustment, as described below.

a. Empty Equipment. The Allocation Committee has identified several instances where Identifiable Equipment should be assigned an RU less than its calculated RU. Such instances include oil-filled equipment that was drained prior

to being sent to the Site, samples of oil that were sent to the Site for testing (but not the equipment itself), and components of equipment that were sent to the Site that contained oil or had been in contact with oil when assembled into the equipment (collectively, the "empty" equipment). In those instances, the Allocation Committee has determined that it is appropriate to assign a reduced RU to reflect the decreased contribution to contamination at the Site. Accordingly, empty equipment has been assigned ten percent (10%) of the RU of the full or completely assembled unit.

b. Uncontaminated Oil. Oil-containing equipment whose oil contained a non-detectible level of PCBs at the time it arrived at the Site will not bear any responsibility. To meet this criterion, the PCB content of the oil must have been measured using an EPA-approved method with a detection limit of not greater than 2 ppm, with the result showing a non-detectible level of PCBs. A copy of the test result itself, showing the date of analysis, must be submitted; an affidavit will not suffice.

In addition, the oil tested must have been the same oil that was in the unit when it arrived at the Site. If the sample was taken before the piece of equipment came to the Site, the PRP must demonstrate that nothing occurred during the period of time from the date the sample was taken to the date the piece of equipment came to the Site that would have caused or allowed PCBs to contaminate the oil. If the sample was taken after the unit left the Site, the party must show that the oil was not changed or altered while at the Site. This may be done with service or maintenance records, by affidavit, or with other appropriate documents.

Part II - Cost Allocation Formula

A. Written Description

1. Final Allocation Share

The final allocation share of a member will be equal to the amount of the common costs multiplied by the ratio of the member's RU, calculated as described above, to the total RU of all MEWSC members. This assumes that all MEWSC members participate in the settlement of this matter. If not all PRPs are MEWSC members, then the members will have paid more than their fair share. The non-members will be liable for this excess.

2. Interim Assessments

Interim assessments will be calculated in the same manner as the final allocation share. All payments made by a member for interim assessments will be credited towards the member's final allocation share.

B. Arithmetic Description

C_n	=	Share of Common Costs of the n-th member ($)
C_{tot}	=	Total Common Costs (less amounts paid by de minimis settlors and by non-members) ($)
F_n	=	Total funds paid to date by the n-th member ($)
I_n	=	Interim assessment amount for the n-th member ($)
I_{tot}	=	Total to be raised in an interim assessment ($)
N_{in}	=	Number of members (including n-th member) sharing responsibility for the i-th unit of the n-th member
RU_{in}	=	RU of the i-th unit of the n-th member
RU_n	=	Total RU for the n-th member
RU_{tot}	=	Total RU of all members

1. Common Costs

$$RU_n = \sum_i RU_{in} / N_{in}$$

$$RU_{tot} = \sum_n RU_n$$

$$C_n = (C_{tot} \times (RU_n / RU_{tot})) - F_n$$

2. Interim Assessments

$$I_n = (I_{tot} \times (RU_n / RU_{tot})) - F_n$$

Part III - De Minimis Settlement

A de minimis settlement will be offered by EPA and non-de minimis MEWSC members to those PRPs who have a relatively small RU. An offer will probably not be made until the RI/FS has been completed and accepted by EPA and an agreement made with EPA regarding the terms of a de minimis settlement.

Part IV - Dispute Resolution

Between July 10, 1990, and September 10, 1990, each member may challenge, in writing, any of the equipment on the list of equipment attributed to it. Each member may submit only one challenge, although the challenge may be directed to as many pieces of equipment and may raise as many different arguments as the challenger desires. Members not satisfied with the results of earlier challenges may re-assert such challenges at this stage.

A challenger should send its challenge and all correspondence concerning its challenge to the Allocation Committee's representative:

Al McMahon
Peper, Martin, Jensen, Maichel and Hetlage
720 Olive Street, 24th Floor
St. Louis, Missouri 63101

The following resolution mechanism has been adopted:

1. The challenger shall include with its challenge all documents that it wants the Allocation Committee to review, and must include a short summary of its arguments on a separate page or pages.

2. The Allocation Committee will review all challenges submitted and issue a written decision. The Allocation Committee will send a copy of its decision to the challenger by U.S. mail, postage prepaid, certified return receipt requested.

3. If the challenger is dissatisfied with the decision of the Allocation Committee, it may appeal to a third-party neutral arbitrator under the following procedure:

a. Within thirty (30) days of the date that the challenger receives the Allocation Committee's decision, the challenger must notify the Allocation Committee's representative in writing that it is appealing the Allocation Committee's decision.

b. Within fifty (50) days of the date that the challenger receives the Allocation Committee's decision, the challenger must file with the Allocation Committee's representative any additional information or documents it wishes the third-party neutral arbitrator to review.

c. It is generally anticipated that most appeals will be handled based on the written submissions alone. The third-party neutral arbitrator may grant or require oral argument on any issue or issues raised, at its discretion.

All time periods described above in subparagraphs (a) and (b) begin to run from the day after the challenger's receipt of the Allocation Committee's decision. To be timely, a challenger's response must be postmarked no later than the end of the respective time period.

The cost of the third-party neutral arbitrator will be shared equally by the challenger and the MEWSC. The decision of the third-party neutral arbitrator will be final and binding on both the challenger and the MEWSC. By participating in this dispute resolution process, the challenger is agreeing that the decision of the third-party neutral arbitrator will be final and binding.

0187E

FIGURE A

AVERAGE VOLUME OF OIL CONTAINED
IN TRANSFORMERS OF VARYING SIZES

KVA	ACTUAL VOLUME (gal)
0.00	0.00
1.5	6.01
3	6.74
5	7.94
7.5	8.77
10	10.13
15	11.70
25	17.48
50	32.93
75	50.57
100	57.02
150	116.02
167	97.82
200	146.42
250	136.96
300	175.00
333	165.01
500	195.39
750	368.67
1000	405.38
1500	420.33
2000	763.79

BEST FIT LINEAR SEGMENTS

18 May 90

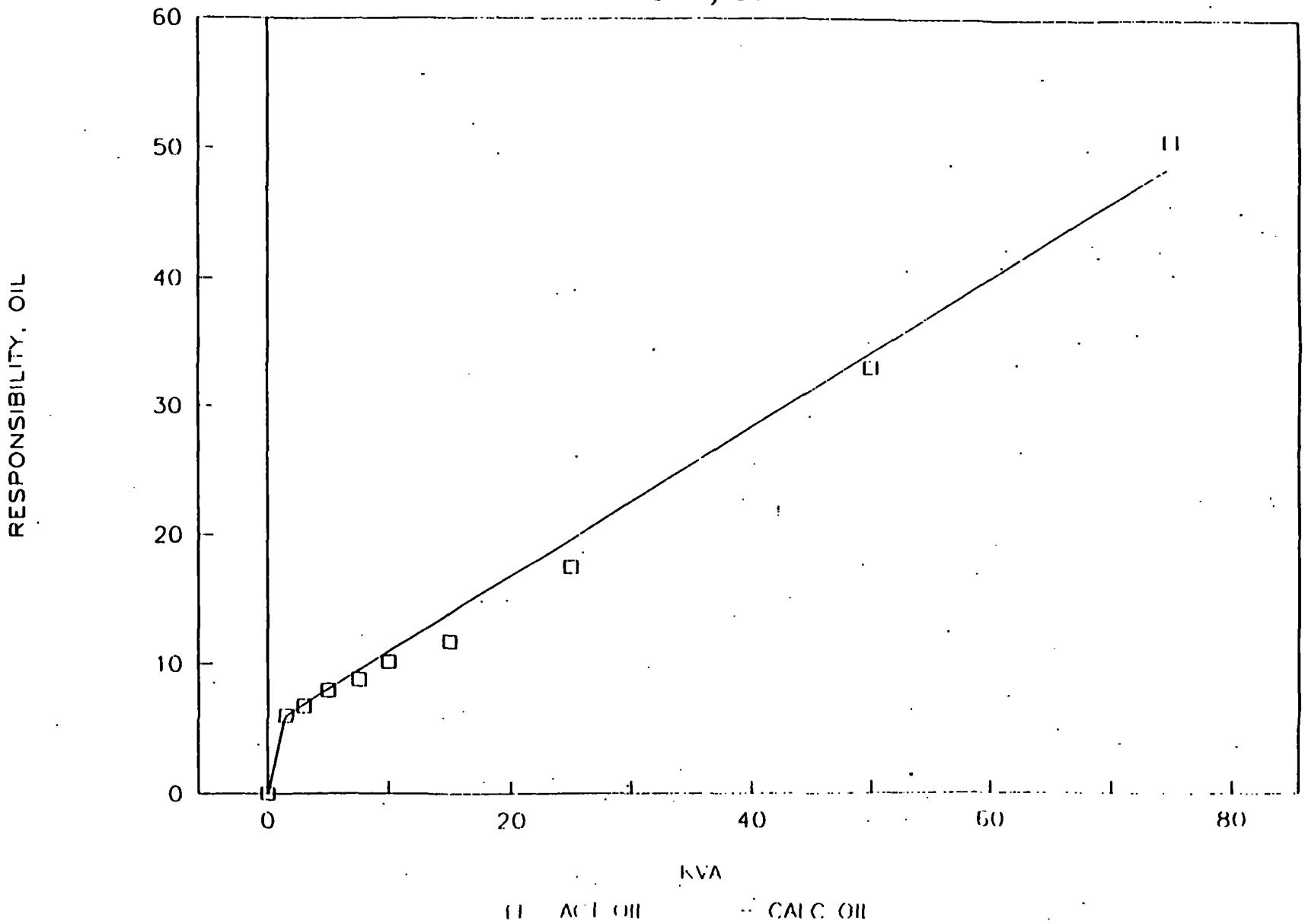

FIGURE 8

BEST FIT LINEAR SEGMENTS

18 May 90

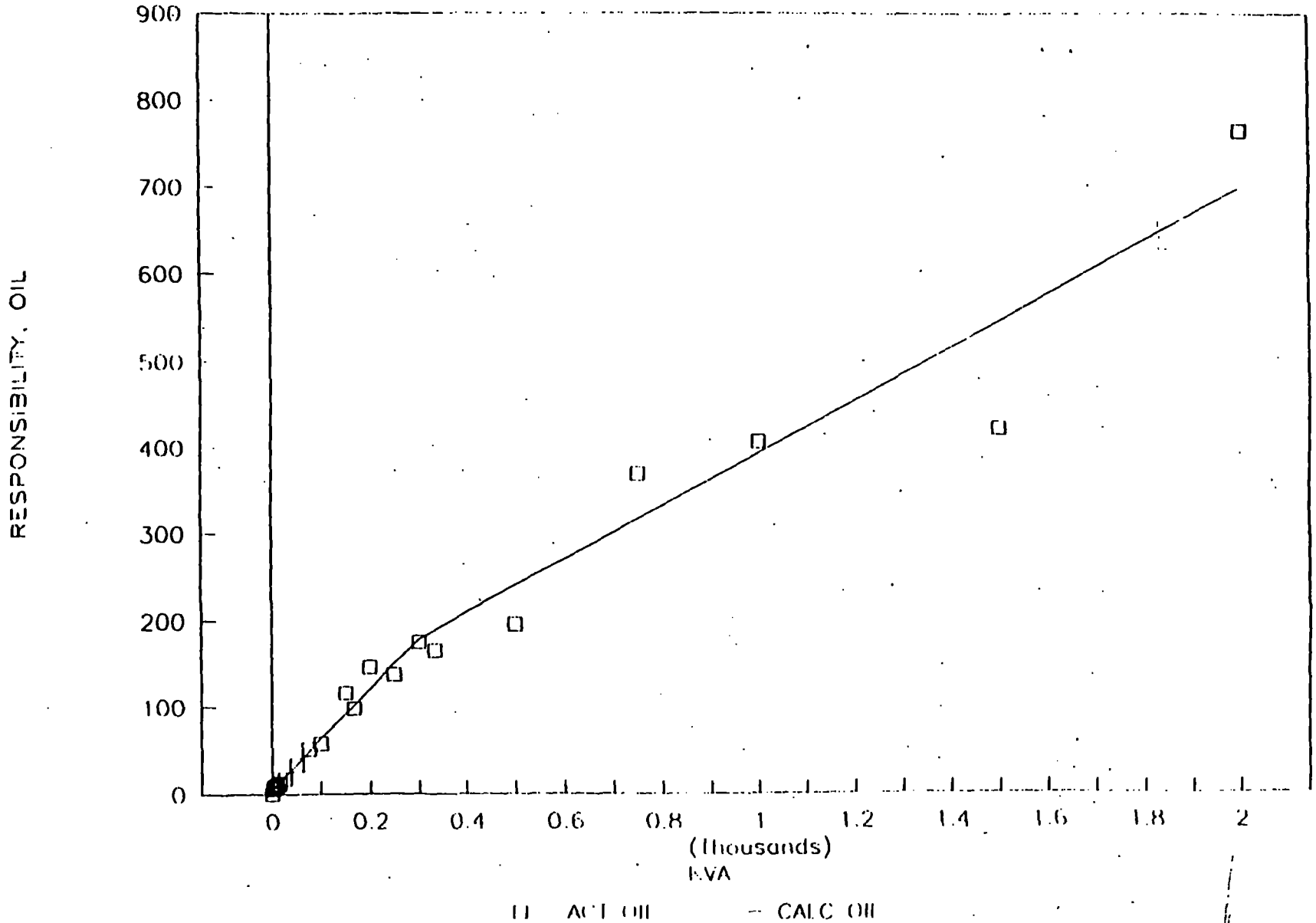

FIGURE C

PAYMENT AMOUNTS FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

(Ranked by fractional share of RU)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
KAGMO ELECTRIC MOTOR CO.	1	0.003948476	$104,015.96	$8,400.00	$95,615.96	$4,392.40
CAIRO PUBLIC UTILITY COMMISSION	1	0.003857658	$101,623.51	$6,865.37	$94,758.14	$4,291.38
SACHS ELECTRIC	1	0.003845468	$101,302.38	$7,403.41	$93,898.97	$4,277.82
SCOTT-NEW MADRID-MISSISSIPPI COOP.	1	0.003750572	$98,802.51	$13,335.90	$85,466.61	$4,172.25
JOLIET EQUIPMENT CO.	3	0.003719923	$190,371.66	$0.00	$190,371.66	$4,138.16
BARTON COUNTY ELECTRIC COOPERATIVE	1	0.003657910	$96,361.48	$7,655.78	$88,705.70	$4,069.17
TIPMONT REMC	1	0.003476577	$91,584.58	$7,688.55	$83,896.03	$3,867.45
MORGANTOWN ORD. WKS./DIV. PRINCESS COALS, INC	1	0.003457685	$91,086.89	$2,258.32	$88,828.57	$3,846.43
TROJAN POWDER COMPANY	2	0.003353939	$116,116.58	$3,587.51	$112,529.07	$3,731.02
CELOTEX CORPORATION	1	0.003318649	$87,424.21	$2,000.01	$85,424.20	$3,691.77
J. E. BERGER CORP.	3	0.003017649	$154,431.93	$1,049.00	$153,382.93	$3,356.92
CITIZENS UTILITIES COMPANY	2	0.003008474	$104,156.25	$1,964.90	$102,191.35	$3,346.72
CITY OF JACKSON, MO	1	0.002996740	$78,944.06	$5,447.01	$73,497.05	$3,333.66
WAYNE COUNTY REMC	1	0.002905423	$76,538.46	$10,011.98	$66,526.48	$3,232.08
ILLINOIS ELECTRIC & GAS COMPANY nka CIPS	1	0.002880674	$75,886.50	$5,926.92	$69,959.58	$3,204.55
RICHARDS ELECTRIC MOTOR CO.	2	0.002834408	$98,129.91	$4,678.74	$93,451.17	$3,153.08
UTILITIES SERVICES, INC. (ARK)	3	0.002832217	$144,942.21	$0.00	$144,942.21	$3,150.64
ROY G. LETOURNEAU CO	3	0.002781136	$142,328.07	$0.00	$142,328.07	$3,093.82
CHICAGO ELECTRIC COMPANY	2	0.002769835	$95,894.34	$5,325.76	$90,568.58	$3,081.25
BULL MOOSE TUBE COMPANY	2	0.002627394	$90,962.88	$7,961.40	$83,001.48	$2,922.79
AMERICAN STEEL FOUNDRIES/DIV. AMSTED INDUS.	3	0.002562235	$131,125.55	$0.00	$131,125.55	$2,850.31
TOASTMASTER, INC.	1	0.002406909	$63,405.98	$1,572.03	$61,833.95	$2,677.52
SWANSON-NUNN ELECTRIC CO., INC	1	0.002272515	$59,865.58	$4,963.20	$54,902.38	$2,528.01
MIDWEST IRON & STEEL	3	0.002263340	$115,829.22	$0.00	$115,829.22	$2,517.81
KASKASKIA CONSTRUCTORS	3	0.002262342	$115,778.16	$0.00	$115,778.16	$2,516.70
PHILIPS & COMPANY	1	0.002255488	$59,417.03	$2,209.70	$57,207.33	$2,509.07
FRANK STEVENS ELECTRIC CO	3	0.002220067	$113,614.70	$300.00	$113,314.70	$2,469.67
KFVS-TV	1	0.002102353	$55,382.95	$4,119.31	$51,263.64	$2,338.72
PEABODY COAL COMPANY	1	0.002067691	$54,469.86	$2,729.65	$51,740.21	$2,300.16
INDEPENDENT ELECTRIC MACHINERY CO.	2	0.00202956	$70,265.29	$5,300.56	$64,964.73	$2,257.74
NEW MAC ELECTRIC COOPERATIVE	1	0.002017391	$53,144.77	$5,640.77	$47,504.00	$2,244.21
ST. LOUIS STEEL CASTING INC.	1	0.001919610	$50,568.91	$3,841.87	$46,727.04	$2,135.43
WESTMORELAND COAL COMPANY	2	0.001888159	$65,369.88	$1,849.81	$63,520.07	$2,100.45
MJM ELECTRIC COOPERATIVE	1	0.001821634	$47,987.89	$5,698.78	$42,289.11	$2,026.44
DUTCH ELECTRIC	3	0.001817123	$92,993.51	$0.00	$92,993.51	$2,021.42
B & D ELECTRIC, INC.	3	0.001740664	$89,080.61	$0.00	$89,080.61	$1,936.37
CITY OF CARMI, IL	2	0.001707043	$59,099.47	$3,511.31	$55,588.16	$1,898.97
U.S. TRANSFORMER	3	0.001697499	$86,871.64	$0.00	$86,871.64	$1,888.35
CITY OF JACKSONVILLE, IL for CITY L & P	2	0.001657155	$57,372.30	$2,737.50	$54,634.80	$1,843.47
DECATUR INDUSTRIAL ELECTRIC/MT. VERNON	1	0.001647828	$43,409.27	$5,699.99	$37,709.28	$1,833.09

PAYMENT [illegible] FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

(Ranked by fractional share of RU)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
A & C SALVAGE	3	0.001647524	$84,314.11	$0.00	$84,314.11	$1,832.76
MISSOURI PORTLAND CEMENT	1	0.001610520	$42,426.46	$3,500.01	$38,926.45	$1,791.59
WILLIAMSON COAL COMPANY	3	0.001605098	$82,142.88	$0.00	$82,142.88	$1,785.56
TUCSON ELECTRIC POWER	2	0.001567617	$54,272.40	$1,535.78	$52,736.62	$1,743.86
PAUL OBERMAN & CO., INC.	1	0.001528292	$40,260.28	$2,998.93	$37,261.35	$1,700.12
WESTINGHOUSE ELECTRIC	1	0.001510289	$39,786.02	$3,900.00	$35,886.02	$1,680.09
VERNON BAGWELL	3	0.001457884	$74,609.05	$0.00	$74,609.05	$1,621.79
COTTER ELECTRIC CO.	3	0.001457385	$74,583.51	$0.00	$74,583.51	$1,621.24
CHASE RESORTS, INC. (LODGE OF FOUR SEASONS)	2	0.001447842	$50,125.67	$1,000.00	$49,125.67	$1,610.62
BODINE ELECTRIC OF DECATUR, INC.	2	0.001425609	$49,355.95	$9,506.66	$39,849.29	$1,585.89
KNOBEL REDMAN CONSTRUCTION CO	2	0.001409601	$48,801.75	$1,000.00	$47,801.75	$1,568.08
BEYER CRUSHED STONE	2	0.001351319	$46,783.96	$1,323.88	$45,460.08	$1,503.25
WEBSTER COUNTY COAL	1	0.001333966	$35,141.10	$2,613.75	$32,527.35	$1,483.94
CITY OF CABOOL, MO	2	0.001310801	$45,381.19	$2,599.00	$42,782.19	$1,458.17
MOBIL OIL CO.	1	0.001250458	$32,941.22	$1,525.75	$31,415.47	$1,391.05
ST. JAMES MUNICIPAL UTILITIES	1	0.001227184	$32,328.11	$2,404.52	$29,923.59	$1,365.16
DUGGER ELECTRIC EQUIPMENT CO.	1	0.001212803	$31,949.27	$1,188.17	$30,761.10	$1,349.16
WHIRLPOOL CORPORATION	1	0.001205992	$31,769.85	$1,181.50	$30,588.35	$1,341.58
HOWELL OREGON ELECTRIC COOPERATIVE	1	0.001197511	$31,546.43	$4,556.21	$26,990.22	$1,332.15
CITY OF MOUNT VERNON, MO	2	0.001178098	$40,786.90	$2,118.71	$38,668.19	$1,310.55
QUINCY SOYBEAN COMPANY	2	0.001165865	$40,363.37	$2,432.06	$37,931.31	$1,296.94
PET INCORPORATED	1	0.001135563	$29,914.51	$2,225.00	$27,689.51	$1,263.24
JIM SMITH CONTRACTING CO., INC.	1	0.001131681	$29,812.23	$2,217.39	$27,594.84	$1,258.92
SOUTHEAST MISSOURI MENTAL HEALTH CENTER	1	0.001106324	$29,144.26	$2,167.71	$26,976.55	$1,230.71
BLACK RIVER ELECTRIC COOP	1	0.001092334	$28,775.71	$2,140.30	$26,635.41	$1,215.15
SAC-OSAGE ELECTRIC COOPERATIVE	1	0.001074157	$28,296.88	$2,500.00	$25,796.88	$1,194.93
MARATHON OIL COMPANY	3	0.001067173	$54,613.92	$2,091.00	$52,522.92	$1,187.16
DAVIESS-MARTIN COUNTY REMC	1	0.001055981	$27,818.04	$2,721.61	$25,096.43	$1,174.71
JIM'S ELECTRIC N/K/A JIMELCO	1	0.001034637	$27,255.78	$1,013.62	$26,242.16	$1,150.96
EMPIRE DUCK COMPANY	2	0.001010778	$34,994.10	$1,506.62	$33,487.48	$1,124.42
ELECTRIC WORLD, INC.	3	0.001008609	$51,616.81	$0.00	$51,616.81	$1,122.01
RURAL ELECTRIC CONVENIENCE COOPERATIVE	1	0.000997004	$26,264.40	$2,500.00	$23,764.40	$1,109.10
ALLEN TRANSFORMER	3	0.000992080	$50,770.96	$0.00	$50,770.96	$1,103.62
KOERNER ELECTRIC MOTOR COMPANY	2	0.000966724	$33,468.93	$1,364.21	$32,104.72	$1,075.41
MOUNT CARMEL PUBLIC UTILITY CO.	1	0.000927269	$24,427.36	$2,500.00	$21,927.36	$1,031.52
CARTER TRANSFORMER	1	0.000914992	$24,103.94	$1,044.75	$23,059.19	$1,017.87
SUMTER ELECTRIC COOPERATIVE, INC.	1	0.000906663	$23,884.52	$1,000.00	$22,884.52	$1,008.60
PLIBRICO COMPANY	2	0.000879029	$30,432.85	$1,000.00	$29,432.85	$977.86
BUMPA TEL N/K/A SAFETY INDUSTRIES	3	0.000874431	$44,750.11	$0.00	$44,750.11	$972.74
OLD JUDGE COFFEE CO, DIV. OF C.F.O'N.C. CORP.	2	0.000858944	$29,737.48	$1,000.00	$28,737.48	$955.52

PAYMENT AMOUNTS FOR SOIL DE MINIMIS SETTLING DEFENDANTS

(Ranked by fractional share of RU)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
BROADWAY TRUCK SALES	3	0.000826972	$42,321.34	$0.00	$42,321.34	$919.95
H. J. ENTERPRISES	2	0.000816648	$28,273.13	$1,000.00	$27,273.13	$908.46
ERLBACHER GEAR & MACHINE WORKS	3	0.000802310	$41,059.23	$0.00	$41,059.23	$892.51
J & M SURPLUS EQUIPMENT INC.	3	0.000801855	$41,035.92	$0.00	$41,035.92	$892.01
PHILLIPS PETROLEUM COMPANY	1	0.000777605	$20,484.69	$1,481.68	$19,003.01	$865.03
BARRY COUNTY ELECTRIC COOP	1	0.000764308	$20,134.42	$2,500.00	$17,634.42	$850.24
PSI ENERGY (PUBLIC SERVICE CO. OF IND.)	1	0.000761966	$20,072.71	$1,000.00	$19,072.71	$847.63
NATIONAL WRECKING COMPANY (INC.)	3	0.000755133	$38,644.89	$0.00	$38,644.89	$840.03
TEXAS EASTERN PRODUCTS PIPELINE COMPANY	1	0.000752856	$19,832.72	$1,502.84	$18,329.88	$837.50
CITY OF SALEM, MO	1	0.000749298	$19,739.02	$2,131.00	$17,608.02	$833.54
CITY OF CASEY, IL	1	0.000740948	$19,519.03	$1,566.00	$17,953.03	$824.25
ZELLER ELECTRIC	2	0.000721296	$24,971.96	$1,413.30	$23,558.66	$802.39
ALLIED-SIGNAL for ALLIED CHEM fka MINERVA OIL	1	0.000717609	$18,904.21	$1,406.07	$17,498.14	$798.29
CITY UTILITIES OF WEST PLAINS, MO	2	0.000713119	$24,688.86	$1,939.66	$22,749.20	$793.30
QUALITY ELECTRIC SERVICE, INC.	3	0.000654988	$33,519.84	$0.00	$33,519.84	$728.63
CITY OF MADISONVILLE, KY	1	0.000645292	$16,999.15	$1,000.00	$15,999.15	$717.84
OWENSVILLE MUNICIPAL UTILITIES	2	0.000634447	$21,965.18	$1,243.12	$20,722.06	$705.78
GENERAL CABLE CORP. (PENN CENTRAL CORP.)	2	0.000632300	$21,890.83	$1,238.92	$20,651.91	$703.39
LOWRY ELECTRIC	2	0.000629155	$21,781.94	$1,000.00	$20,781.94	$699.89
CHEVRON CHEMICAL COMPANY	2	0.000624686	$21,627.26	$2,448.00	$19,179.26	$694.92
ELECTRIC MACHINERY	3	0.000620370	$31,748.22	$0.00	$31,748.22	$690.12
CHEMETCO, INC.	2	0.000596489	$20,651.03	$1,000.00	$19,651.03	$663.55
CITY OF FARMINGTON, MO	1	0.000595079	$15,676.36	$2,500.00	$13,176.36	$661.98
CITY LIGHT & WATER - PARAGOULD, ARK	1	0.000582238	$15,338.09	$2,500.00	$12,838.09	$647.70
ARIENS CO.	2	0.000565840	$19,589.93	$1,108.70	$18,481.23	$629.46
HANCOCK WOOD ELECTRIC COOPERATIVE	1	0.000544952	$14,355.86	$2,700.00	$11,655.86	$606.22
MAGNETEK, INC.	1	0.000540093	$14,227.87	$2,044.68	$12,183.19	$600.82
BLUE DIAMOND COAL COMPANY	3	0.000532502	$27,251.45	$0.00	$27,251.45	$592.37
SULLIVAN ELECTRIC - MARION, IL	2	0.000530398	$18,362.89	$1,000.00	$17,362.89	$590.03
A. E. BIRK & SON	3	0.000525192	$26,877.37	$0.00	$26,877.37	$584.24
CERRO SPAR CORPORATION	3	0.000519097	$26,565.45	$0.00	$26,565.45	$577.46
ITT FEDERAL SERVICES CORP. fka FEDERAL ELEC.	2	0.000519097	$17,971.64	$1,017.11	$16,954.53	$577.46
BRIDGESTONE/FIRESTONE INC. (FIRESTONE STORE)	2	0.000516277	$17,874.02	$1,000.03	$16,873.99	$574.32
ATLAS PLASTICS CORP.	3	0.000507124	$25,952.71	$0.00	$25,952.71	$564.14
MUNICIPAL LIGHT & POWER - NEW MADRID	3	0.000490487	$25,101.31	$0.00	$25,101.31	$545.63
INTERLAKE PACKAGING CORPORATION	1	0.000470684	$12,399.38	$1,000.00	$11,399.38	$523.60
IMPERIAL ELECTRIC	3	0.000468515	$23,976.83	$0.00	$23,976.83	$521.19
CITY OF STEELVILLE, MO	1	0.000466324	$12,284.53	$2,500.00	$9,784.53	$518.75
BEAZER EAST, INC. fka KOPPERS	1	0.000448776	$11,822.27	$1,000.00	$10,822.27	$499.23
STATESVILLE CORRECTION CENTER	3	0.000442486	$22,644.79	$0.00	$22,644.79	$492.24

PAYMENTS FOR SOIL DE MINIMIS SETTLING DEFENDANTS

(Ranked by fractional share of RU)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
LEE ROWAN COMPANY	2	0.000421294	$14,585.63	$1,000.00	$13,585.63	$468.66
BRIDGE, MARION (FKA ARBUCKLE ELECTRIC INC.)	3	0.000409408	$20,951.98	$0.00	$20,951.98	$455.44
MAYFIELD ELECTRIC AND WATER SYSTEM	1	0.000403248	$10,622.90	$1,132.88	$9,490.02	$448.59
STANLEY MUFFLER	3	0.000402033	$20,574.57	$0.00	$20,574.57	$447.23
GUNTHER-NASH MINING CONSTR. CO.	2	0.000399105	$13,817.41	$2,000.00	$11,817.41	$443.98
MELTON ELECTRIC COMPANY	2	0.000394355	$13,652.95	$1,488.99	$12,163.96	$438.69
MAIN BROS. BOX & LUMBER COMPANY INC.	3	0.000393444	$20,135.00	$0.00	$20,135.00	$437.68
INDUSTRIAL MOTOR SERVICE	3	0.000390733	$19,996.24	$0.00	$19,996.24	$434.66
TODT INDUSTRIAL	3	0.000367762	$18,820.71	$0.00	$18,820.71	$409.11
SOUTHEASTERN MISSOURI UNIVERSITY	2	0.000356960	$12,358.32	$1,000.00	$11,358.32	$397.09
LONE STAR INDUSTRIES, INC.	3	0.000349455	$17,883.84	$200.00	$17,683.84	$388.75
JOHNSON COUNTY HOUSING AUTHORITY	2	0.000325357	$11,264.20	$1,000.00	$10,264.20	$361.94
PULASKI COUNTY HOUSING AUTHORITY	2	0.000322689	$11,171.83	$1,000.00	$10,171.83	$358.97
FOX BROTHERS MANUFACTURING, INC.	3	0.000312343	$15,984.56	$0.00	$15,984.56	$347.46
MUNICIPAL UTILITIES - HIGGINSVILLE, MO	2	0.000309935	$10,730.28	$1,000.00	$9,730.28	$344.78
SKOOG & STUART COAL CO., INC	3	0.000305163	$15,617.14	$0.00	$15,617.14	$339.47
N L INDUSTRIES, INC.	1	0.000301411	$7,940.17	$1,000.00	$6,940.17	$335.30
CITY OF HOUSTON, MO	2	0.000294991	$10,212.87	$1,000.00	$9,212.87	$328.16
CITY OF SEYMOUR, MO	1	0.000292800	$7,713.32	$1,000.00	$6,713.32	$325.72
GLOW ELECTRIC CO.	3	0.000291737	$14,930.02	$0.00	$14,930.02	$324.54
CITY OF MOUNDS, IL	3	0.000291477	$14,916.71	$0.00	$14,916.71	$324.25
DELMARVA POWER & LIGHT COMPANY	1	0.000291477	$7,678.48	$1,000.00	$6,678.48	$324.25
UNION COUNTY HOSPITAL	1	0.000278918	$7,347.64	$1,000.00	$6,347.64	$310.28
MIDWEST DIESEL	2	0.000273170	$9,457.42	$1,000.00	$8,457.42	$303.88
ARA SERVICES, INC. (FRANKLIN COUNTY COAL)	1	0.000268029	$7,060.79	$1,000.00	$6,060.79	$298.16
GENERAL ELECTRIC COMPANY	1	0.000265708	$6,999.65	$1,000.00	$5,999.65	$295.58
MAPS INDUSTRIAL ELECTRIC	3	0.000262368	$13,427.03	$200.00	$13,227.03	$291.87
JEFFERSON SMURFIT CORP. (SHAWNEE WOODCHIPS)	2	0.000262368	$9,083.45	$1,000.00	$8,083.45	$291.87
FLORIDA ROCK INDUSTRIES, INC.	1	0.000256555	$6,758.52	$1,000.00	$5,758.52	$285.40
HIMMELBERGER-HARRISON (ROWE FURNITURE)	2	0.000254668	$8,816.86	$1,000.00	$7,816.86	$283.30
KFMP RADIO	3	0.000217382	$11,124.81	$0.00	$11,124.81	$241.82
EVANSVILLE PLATING WORKS INCORPORATED	3	0.000211027	$10,799.56	$0.00	$10,799.56	$234.75
OTIS ELEVATOR COMPANY	2	0.000197926	$6,852.39	$1,000.00	$5,852.39	$220.18
CLINTON COUNTY ELECTRIC COOPERATIVE	1	0.000197926	$5,214.03	$1,000.00	$4,214.03	$220.18
ALUMINUM CO. OF AMERICA-WARRICK OPERATIONS	1	0.000186863	$4,922.61	$1,000.00	$3,922.61	$207.87
RIVER MARINE SERVICES INC.	3	0.000183653	$9,398.70	$0.00	$9,398.70	$204.30
UTILITY CONSTRUCTION	3	0.000176799	$9,047.93	$0.00	$9,047.93	$196.68
TEAMSTERS LOCAL 688 INS. AND WELFARE FUND	1	0.000175996	$4,636.34	$1,000.00	$3,636.34	$195.78
WRIGHT ELECTRIC CONTRACTING	3	0.000175129	$8,962.45	$0.00	$8,962.45	$194.82
MISSOURI DRY DOCK	2	0.000168014	$5,816.83	$1,000.00	$4,816.83	$186.90

PAYMENT AMOUNTS FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

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PUROLATOR PRODUCTS CO. fka FACET AUTOMOTIVE	1	0.000166735	$4,392.36	$2,355.00	$2,037.36	$185.48
ACME ELECTRIC COMPANY	3	0.000162375	$8,309.75	$0.00	$8,309.75	$180.63
GENERAL IRON & SALVAGE CO.	3	0.000160509	$8,214.28	$0.00	$8,214.28	$178.56
CITY OF THAYER, MO	1	0.000160509	$4,228.36	$1,000.00	$3,228.36	$178.56
CITY OF SHELBINA, MO	1	0.000151031	$3,978.66	$1,000.00	$2,978.66	$168.01
HANNON ELECTRIC CO.	3	0.00014858	$7,603.76	$0.00	$7,603.76	$165.28
FULTON COUNTY REMC	1	0.000146866	$3,868.95	$2,500.00	$1,368.95	$163.38
EMPIRE ELECTRIC CO., INC.	3	0.000146519	$7,498.31	$0.00	$7,498.31	$162.99
EAST PERRY LUMBER COMPANY	1	0.000143439	$3,778.67	$1,000.00	$2,778.67	$159.57
GOTTMAN ELECTRIC	3	0.000140164	$7,173.07	$0.00	$7,173.07	$155.92
DRON R. ELECTRIC COMPANY	3	0.000139600	$7,144.21	$0.00	$7,144.21	$155.30
SANDNER ELECTRIC	1	0.000137995	$3,635.25	$1,161.18	$2,474.07	$153.51
QUALITY ELECTRIC	3	0.000133505	$6,832.29	$0.00	$6,832.29	$148.52
CITY OF JEFFERSON, MO	1	0.000127171	$3,350.12	$1,000.00	$2,350.12	$141.47
TEXTRON, INC. (BURKHART FOAM)	2	0.000110968	$3,841.84	$1,000.00	$2,841.84	$123.44
BOARD OF PUBLIC WORKS - MALDEN, MO	3	0.000110426	$5,651.21	$0.00	$5,651.21	$122.84
SOUTHEASTERN ELECTRIC	3	0.000106283	$5,439.19	$0.00	$5,439.19	$118.23
KLEIN ARMATURE WORKS	1	0.000106044	$2,793.57	$1,000.00	$1,793.57	$117.97
WILLIAM HORN	3	0.000098952	$5,064.00	$0.00	$5,064.00	$110.08
ST. LOUIS UNIVERSITY	1	0.000098952	$2,606.73	$1,000.00	$1,606.73	$110.08
BOBBY G. CLARK & SONS DRILLING CO.	3	0.000098041	$5,017.37	$0.00	$5,017.37	$109.06
AMERICAN CHARCOAL COMPANY (MICHIGAN)	2	0.000097932	$3,390.53	$1,000.00	$2,390.53	$108.94
PARAGON WATER UTILITIES	2	0.000097694	$3,382.27	$1,000.00	$2,382.27	$108.68
C. L. MADDOX, INC.	3	0.000096783	$4,952.99	$0.00	$4,952.99	$107.66
BROWN & ROOT	1	0.000093789	$2,470.73	$1,000.00	$1,470.73	$104.33
DAMSON OIL CORPORATION	2	0.000093139	$3,224.57	$1,000.00	$2,224.57	$103.61
CONSOLIDATED ALUMINUM	2	0.000082640	$2,861.10	$1,000.00	$1,861.10	$91.93
SOUTHERN ILLINOIS MATERIALS CO., INC.	2	0.000079170	$2,740.96	$1,000.00	$1,740.96	$88.07
KBOA RADIO STATION	2	0.000076047	$2,632.82	$1,000.00	$1,632.82	$84.60
HOUSING AUTHORITY-CHARLESTON, MO	2	0.000073877	$2,557.73	$1,000.00	$1,557.73	$82.18
UPHAM OIL COMPANY	2	0.000072880	$2,523.18	$1,000.00	$1,523.18	$81.07
MFA INCORPORATED	1	0.000071079	$1,872.48	$1,000.00	$872.48	$79.07
FRU-CON CONSTR. CORP. fka FRUIN COLNON	3	0.000070646	$4,000.00	$0.00	$4,000.00	$78.59
WETTERAU INC.	1	0.000069474	$1,830.19	$1,000.00	$830.19	$77.29
MCCARTHY BROTHERS CONSTRUCTION	1	0.000067218	$1,770.77	$1,000.00	$770.77	$74.78
MADISON MEMORIAL HOSPITAL	3	0.000063206	$4,000.00	$0.00	$4,000.00	$70.31
WESTVACO CORPORATION	3	0.000061275	$4,000.00	$0.00	$4,000.00	$68.16
VAUGHN ELECTRIC COMPANY, INC.	2	0.000059735	$2,068.10	$1,000.00	$1,068.10	$66.45
AMERICAN LIMESTONE	1	0.000059453	$1,566.21	$3,690.00	($2,123.79)	$66.14
KOPF ELECTRIC	3	0.000059215	$4,000.00	$0.00	$4,000.00	$65.87

PAYMENT [illegible] FOR
SUM
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(Ranked by fractional share of RU)

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CACHE RIVER LUMBER CO.	3	0.000056959	$4,000.00	$0.00	$4,000.00	$63.36
ANNA-JONESBORO WATER COMMISSION	3	0.000056959	$4,000.00	$0.00	$4,000.00	$63.36
SOUTHERN OIL COMPANY	3	0.000056330	$4,000.00	$0.00	$4,000.00	$62.66
H AND H MANUFACTURING CO.	3	0.000053966	$4,000.00	$0.00	$4,000.00	$60.03
P W ELECTRONICS	3	0.000048803	$4,000.00	$0.00	$4,000.00	$54.29
HART MFG., DIV. OF MIDLAND BRAKE	2	0.000045593	$2,000.00	$1,000.00	$1,000.00	$50.72
J. PAUL BEHRENS, former owner of HART MFG. CO	3	0.000045593	$4,000.00	$0.00	$4,000.00	$50.72
HEVI-DUTY ELECTRIC	3	0.000045398	$4,000.00	$0.00	$4,000.00	$50.50
VILLAGE OF THEBES, IL	3	0.000042296	$4,000.00	$996.00	$3,004.00	$47.05
CITY OF CAMPBELL, MO	1	0.000042296	$1,500.00	$1,000.00	$500.00	$47.05
RICHMOND POWER & LIGHT	1	0.000041212	$1,500.00	$1,000.00	$500.00	$45.85
LOGAN COUNTY CO-OPERATIVE POWER & LIGHT ASSN.	1	0.000038587	$1,500.00	$1,000.00	$500.00	$42.93
HILL PLUMBING & HEATING	3	0.000036830	$4,000.00	$0.00	$4,000.00	$40.97
ESSELTE PENDAFLEX	1	0.000035355	$1,500.00	$1,000.00	$500.00	$39.33
STEUBEN COUNTY REMC	1	0.000033620	$1,500.00	$2,500.00	($1,000.00)	$37.40
BURLINGTON NORTHERN R.R. CO. fka FRISCO RWY.	2	0.000031256	$2,000.00	$1,000.00	$1,000.00	$34.77
SIKESTON PUBLIC SCHOOLS	3	0.000031256	$4,000.00	$0.00	$4,000.00	$34.77
MISSOURI BARGE LINE COMPANY, INC.	2	0.000031256	$2,000.00	$1,000.00	$1,000.00	$34.77
ABERNATHY WELDING SHOP	3	0.000029542	$4,000.00	$0.00	$4,000.00	$32.86
BELL-AIRE (MUNICIPAL AIRPORT)	3	0.000028241	$4,000.00	$0.00	$4,000.00	$31.42
PUBLIC ICE SERVICE COMPANY	3	0.000027655	$4,000.00	$0.00	$4,000.00	$30.76
SAM TANKSLEY TRUCKING COMPANY	3	0.000026137	$4,000.00	$0.00	$4,000.00	$29.08
TUREK ELECTRIC COMPANY, INC.	3	0.000023924	$4,000.00	$0.00	$4,000.00	$26.61
INGRAM BARGE CO	2	0.000022775	$2,000.00	$1,000.00	$1,000.00	$25.34
J. F. FORD	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
HARRIS MOTORS	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
ROBERT MENZ	3	0.00002271	$4,000.00	$0.00	$4,000.00	$25.26
A. P. GREEN	1	0.000021690	$1,500.00	$1,000.00	$500.00	$24.13
BELCHER ELECTRIC COMPANY	2	0.000021690	$2,000.00	$1,000.00	$1,000.00	$24.13
BILL SIMMONS	3	0.000020996	$4,000.00	$0.00	$4,000.00	$23.36
CENTRAL MATERIALS CORPORATION	3	0.000019282	$4,000.00	$0.00	$4,000.00	$21.45
DOW CHEMICAL	1	0.000018935	$1,500.00	$1,000.00	$500.00	$21.06
INTERNATIONAL HAT CO	1	0.000018415	$1,500.00	$1,000.00	$500.00	$20.49
HUNTINGTON ELECTRIC INC	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
CAPE READY MIX	3	0.000018415	$4,000.00	$0.00	$4,000.00	$20.49
R. B. POTASHNICK	3	0.000018003	$4,000.00	$0.00	$4,000.00	$20.03
ELECTRIC SUPPLY CO.	1	0.000016810	$1,500.00	$1,000.00	$500.00	$18.70
CHAFFEE GRAIN CO. (INC.)	3	0.000016137	$4,000.00	$0.00	$4,000.00	$17.95
ESSEX WIRE COMPANY (UNITED TECHNOLOGIES)	1	0.000014424	$1,500.00	$1,006.65	$493.35	$16.05
CHARLES STONE CO. (COLUMBIA QUARRY CO.)	2	0.000014142	$2,000.00	$1,000.00	$1,000.00	$15.73

PAYMENT AMOUNTS FOR
SOIL
DE MINIMIS SETTLING DEFENDANTS

(Ranked by fractional share of RU)

NAME	TIER	FRACTIONAL SHARE OF RU	SHARE OF CLEANUP, MEWSC, AND EPA FUTURE RESPONSE COSTS (A)	MEWSC ASSESSMENTS PAID (B)	* REQUIRED * PAY THIS AMOUNT TO "MEW SITE TRUST FUND" (A-B)	OPTIONAL PAY THIS AMOUNT TO "HAZARDOUS SUBSTANCE RESPONSE FUND"
THE L.E. MYERS CO. GROUP	1	0.000014142	$1,500.00	$1,000.00	$500.00	$15.73
MIDWEST ELECTRIC, INC.	1	0.000014098	$1,500.00	$1,044.01	$455.99	$15.68
HARRIS TRUCK & TRAILER SALES, INC.	3	0.000010801	$4,000.00	$0.00	$4,000.00	$12.02
RIVER CITY FOODS NKA BRADY FOODS	3	0.000010715	$4,000.00	$0.00	$4,000.00	$11.92
BOONE ELECTRIC	1	0.000010715	$1,500.00	$1,000.00	$500.00	$11.92
MARION ELECTRIC MOTOR SERVICE CO., INC	3	0.000010303	$4,000.00	$0.00	$4,000.00	$11.46
NORTH CENTRAL MISSOURI ELECTRIC	1	0.000010303	$1,500.00	$1,000.00	$500.00	$11.46
WILLARD AUSTIN	3	0.000009847	$4,000.00	$0.00	$4,000.00	$10.95
WEST LAKE QUARRY & MATERIAL COMPANY	3	0.000009001	$4,000.00	$0.00	$4,000.00	$10.01
EBAUGH REFRIGERATION SERVICES INC.	3	0.000009001	$4,000.00	$0.00	$4,000.00	$10.01
ILLINOIS DMHDD (ANNA MENTAL HEALTH)	3	0.000008133	$4,000.00	$0.00	$4,000.00	$9.05
CAPE ARMATURE CO.	3	0.000008133	$4,000.00	$0.00	$4,000.00	$9.05
PORKORNY ELECTRIC MOTOR SERVICE	3	0.000004837	$4,000.00	$0.00	$4,000.00	$5.38
TEXAS EASTERN TRANSMISSION CORPORATION	1	0.000004056	$1,500.00	$4,542.16	($3,042.16)	$4.51
ABSORBENT CLAY PRODUCTS	2	0.000002711	$2,000.00	$1,000.00	$1,000.00	$3.02

COST OF SOIL REMEDIATION PLUS GROUNDWATER DESIGN	=	$15,304,186.50
EPA'S PAST RESPONSE COSTS	=	$1,112,430.17
EPA'S FUTURE RESPONSE COSTS	=	$1,251,090.50
MEWSC EXPENSES THROUGH 10/31/91	=	$1,510,397.73