

MCLANE, GRAF, RAULERSON & MIDDLETON

From Folder  
"General Manufacturing"

KENNETH F. GRAF  
JOHN R. MCLANE, JR.  
ROBERT A. RAULERSON  
JACK B. MIDDLETON  
JOHN A. GRAF  
CHARLES A. DEGRANDPRE  
JAMES R. MUIRHEAD  
PETER B. ROTCH  
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LINDA CRANDALL CONNELL  
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CAROL ANN CONBOY  
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RICHARD A. SAMUELS  
KEVIN M. FITZGERALD  
BRANCH S. SANDERS  
DAVID E. BARRADALE  
STEVEN V. CAMERINO  
JOSEPH A. FOSTER  
RUTH ANSELL

PROFESSIONAL ASSOCIATION

BICENTENNIAL SQUARE  
FIFTEEN NORTH MAIN STREET  
CONCORD, N.H. 03301  
TELEPHONE (603) 226-0400  
FAX (603) 224-8180

FORTY STARK STREET  
P. O. BOX 326  
MANCHESTER, N.H. 03105-0326  
TELEPHONE (603) 625-6464  
FAX (603) 625-5650

FORTY CONGRESS STREET  
P. O. BOX 4316  
PORTSMOUTH, N.H. 03802-4316  
TELEPHONE (603) 436-2818  
FAX (603) 436-5672

JUDITH A. FAIRCLOUGH  
CONNIE BOYLES LANE  
RALPH F. HOLMES  
MARIA HOLLAND LAW  
KATHLEEN M. ROBINSON  
ALICE K. PAGE  
MICHAEL L. HENRY  
PETER D. ANDERSON  
THOMAS W. HILDRETH\*  
PAMELA J. NEWKIRK  
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JOSEPH D. LEVERONE  
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STEVEN M. BURKE  
EILEEN L. KOEHLER  
CHARLES F. GERNAN, JR.  
GEMMA M. DREHER

*Savage Well*  
*H.S.*

\*ADMITTED IN MAINE

OF COUNSEL  
NORMAN E. D'AMOURS

May 28, 1991

FOR SETTLEMENT PURPOSES ONLY

Mr. Richard Goehlert  
Project Manager  
U.S.E.P.A.  
J.F.K. Federal Building  
HSN-CANS  
Boston, MA 02203

Re: Savage Well Superfund Site  
Milford, New Hampshire

Dear Mr. Goehlert:

Hitchiner Manufacturing Company, and Hendrix Wire and Cable Company are the only remaining identified, financially viable, potentially responsible parties at the Savage Well Superfund Site. As the RI/FS process heads toward completion, one fact clearly predominates over all others: the overwhelming majority of the contamination at the site is associated with discharges from the OK Tool Company, which is upgradient from both Hitchiner and Hendrix.

These two companies employ over 1300 people in New Hampshire. If unconstrained, the total cost of remediation at the Savage Well Site will exceed the financial ability of these companies to contribute to it. In consequence, both are concerned that the appropriately protective remedy selected for the Savage Well site be reasonable, cost effective and within the capacity of the companies to implement. In carrying out the remedy, the government must also recognize that the parties who, in fact, caused the problems at this site are not Hendrix and Hitchiner. To attempt to extract a grossly disproportionate share of the costs of remediation from these two companies would

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only serve to guarantee that the companies would have to litigate to avoid financial ruin. We believe that such a result is in no one's interest.

In making its selection, the EPA must consider not only the total cost of the remedy, but also what is a reasonable time in which to implement it. It is certain that spending more money could result in more rapid remediation of the site, but at what cost? The facts that a.) the Town of Milford has concluded that it would not in any event, need to use the site as a drinking water source for at least the twenty-five to thirty years; and b.) that the OK Tool site represents a potential source of continuing contamination for the foreseeable future, would both militate against an exorbitantly expensive, rapid clean-up at the site. Moreover, the fact that neither Hendrix nor Hitchiner are responsible for the contamination at OK Tool, suggests that it would be more reasonable to attempt a remedy that might take longer, but which is within the ability of the companies, together with the government, to fund.

In an effort to assist the government in the selection of a remedy and to avoid the expense of litigation, the two companies are prepared to offer to undertake a portion of the remedy at this site, without in any way admitting that either company is liable or that this offer reflects to any degree a fair or proportionate share of expense. Subject to being fully articulated in a consent decree, the companies are prepared to:

1. Install, operate and maintain a 150 gpm well and treatment plant to be located at the Hitchiner facility for so long as necessary to intercept continuing contamination from TCA.
2. Install, operate and maintain a 250-300 gpm well and treatment plant utilizing UV oxidation technology at the Savage Well building currently owned by Hitchiner. This would be operated for the lesser of twenty years (the maximum time any contamination which may have emanated from either company would take to reach the Savage Well) or such time as it is evident that efforts to contain the contamination at OK Tool are unsuccessful.
3. Pay for a pilot treatability and pumping study at the Savage Well, using the ultraviolet light induced oxidation reduction technology, designed to obtain actual capture zone data, test the capability of the technology to remove VOC's, and to test the need for metals pretreatment.

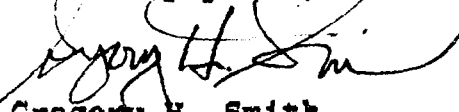
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4. Make available the Savage Well to the Town at no cost if an emergency source of drinking water is needed.
5. Hitchiner and Hendrix would construct a hydraulic barrier at the private fish hatchery to prevent migration of the contaminant plume across the Souhegan River.

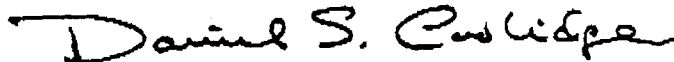
Hitchiner and Hendrix would expect in return that the government would assume the responsibility for implementing and maintaining the containment and remediation of the contamination emanating from the OK Tool site, and the construction and operation of such additional downgradient wells as it may choose to implement to further mitigate the contamination emanating from OK Tool. Moreover, the two companies would anticipate that the government would afford them contribution protection as provided under SARA, and pursue such other PRP's as may be available to absorb the orphan share of costs. Both companies would be prepared to discuss assigning to the government their claims against OK Tool and associated persons and entities.

This offer is, of necessity, subject to agreement on specific language implementing its terms. It is made at this time in an effort to apprise the government of the willingness of the companies to undertake remediation of much more than their respective proportionate shares of the response costs at this site, and to aid the government at reaching a preferred alternative for this site which will obtain the best result for the environment, the people of Milford and New Hampshire and the parties involved in implementing the remedy.

Sincerely yours,



Gregory H. Smith  
For Hitchiner Manufacturing Company



Daniel S. Coolidge  
For Hendrix Wire and Cable Company  
a Division of Conductron

GHS/tjl

cc: Mr. Daniel Coughlin (via courier)  
Rhona Gregory, Esq. (via courier)  
Merrill Homan, Director (via U.S. Mail)