PCB WASTE DISPOSAL AGREEMENT

On this 1st day of July, 1984, the parties, General Electric Company, Large Transformer Operations, Environmental Programs, and Monsanto Polymer Products Company have agreed as follows:

I. PCB Waste Materials

A. Liquid PCBs [as defined in 40 CFR 761.1(b)] having an overall concentration of 50 ppm PCB or greater.

B. Transformer oil which is drained from transformers designated as being PCB filled.

C. Flush solvents used in the drain and flush operations (non-florinated).

D. Other liquids which may be contaminated at 50 ppm PCB or more.

II. Permits

The Large Transformer Operations now has authorization from Region I, U.S.E.P.A., to incinerate PCB liquids effective March 4, 1982. It also has a Permit #400149 from the Massachusetts Department of Environmental Quality Engineering (Berkshire Air Pollution Control District).

GE only ? In other ~

III. Obligations of Large Transformer Operations

LTO shall:

A. Accept PCB liquids as requested by Monsanto Polymer Products Company at their storage facility in Pittsfield, Mass.

B. Conform to all record keeping requirements as required by the Federal Register.

C. Upon completion of unloading at LTO facility, take title to the liquids described in Article I above and dispose of the same by incineration or otherwise as provided by appropriate laws and regulations.

D. Take title to empty drums and destroy them in accordance with the applicable laws and regulations in force at the time.

IV. Obligations of Monsanto Polymer Products Company

They shall:

A. Provide transportation and necessary permits and manifests for Massachusetts from originating location to facilities in Pittsfield, Mass.

B. Provide one week advance notice before shipment of any material.

C. Retain title, risk of loss (including environmental) and other incidents of ownership of all materials until unloaded at LTO's facilities.

D. Label each 55-gallon drum with an identification label according to EPA and DOT specifications.

E. Provide four hours unloading time before demurrage on each trailer.

F. Provide materials of the type and quantity specified under Section I having a minimum specific caloric value of 100,000 BTU's per gallon.

V. Pricing

A. For receiving, storing, record keeping, and disposal of contaminated drums as follows:

MATERIAL	DRUM* PRICE	PER GALLON BULK PRICE MIN. 4500 GALLONS
PCB Contaminated Oil	$150.00	$2.00
501 ppm - 25,000 ppm	$180.00	$2.50
25,001 ppm - 100,000 ppm	$275.00	$3.50
Greater than 100,000 ppm	$300.00	$4.00

* Add $200 per truckload when shipping less than 70 drums.

VI. Termination

This contract may be terminated upon any 30 day written notice sent by registered mail from either party.

VII. Any notice to be given under this agreement shall be in writing and delivered to the address of the respective party below:

General Electric Company
Pittsfield Relations Operation
100 Woodlawn Avenue
Pittsfield, MA 01201

Attention: Benjamin F. Pratt, Jr.

Monsanto Polymer Products Company
730 Worcester Street
Springfield, MA 01151

Attention: Mr. Henry W. Nowick

General Electric Company Large Transformer Operations	Monstanto Polymer Products Company
By: _____ R. F. Desgroseilliers	By: _____
Title: Manager-Environmental Programs	Title: _____
Date: _____	Date: _____