UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION I

IN THE MATTER OF:

Former Synergy Site
Claremont, New Hampshire

AmeriGas Propane, L.P.
Respondent

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

U.S. EPA Region 1
CERCLA Docket No. 01-2015-0027

Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and AmeriGas Propane L.P. ("Respondent" or "AmeriGas"). This Settlement Agreement provides for the performance of a Removal Action by Respondent AmeriGas at or in connection with the Former Synergy Site (the "Site") generally located at Lower Cul De Sac Place in Claremont, New Hampshire.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA"), and delegated to the Administrator of the EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the EPA Regional Administrator by EPA Delegation Numbers 14-14-A, 14-14-C, 14-14-D and further delegated to the Director, Office of Site Remediation and Restoration on July 26, 1995, EPA Delegation Numbers 14-14-A, 14-14-C, 14-14-D.

3. EPA has notified the State of New Hampshire (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a). The State and Respondent are entering into a separate Settlement Agreement ("NHDES Agreement"), which will be signed before the Effective Date of this Settlement Agreement.

4. EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

5. Respondent plans to quitclaim its interest in the Site property to the City of Claremont. Respondent and the City are entering into a separate agreement for the Site property ("City Agreement"), which will be signed before the Effective Date of this Settlement Agreement.

II. PARTIES BOUND

6. This Settlement Agreement applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Settlement Agreement.

7. Except as provided herein, Respondent is jointly and severally liable for carrying out all activities required by this Settlement Agreement. Respondent disputes the factual and legal bases for EPA's claims herein, and nothing herein shall be deemed to be an admission of fact or law by Respondent. Likewise, no finding of fact in Section IV or determination or conclusion of law in Section V shall have any collateral estoppel, issue or claim preclusion or other binding effect on Respondent in any proceeding except one to enforce the terms of this Settlement Agreement.

8. Respondent shall provide a copy of this Settlement Agreement to each supervisory contractor and any other contractors deemed necessary by Respondent who are hired to perform the Work required by this Settlement Agreement and to each person representing Respondent with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Settlement Agreement. Respondent shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement Agreement.

III. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement 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 Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on August 8, 2013, by the Director, Office of Site Remediation and Restoration, EPA Region 1, and all attachments thereto. The Action Memorandum is attached as Appendix A.

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

c. "Contingency Fund" shall mean a fund of $75,000 that Respondent shall create for the City of Claremont in consideration for the City assuming ownership of the Site.

d. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, 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.

e. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXXII.

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

g. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs, starting on the Effective Date, in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 37 (costs and attorney's fees and any monies paid to secure access, including the amount of just compensation), Paragraph 47 (emergency response), and Paragraph 76 (Work Takeover).

h. "Groundwater Management Permit" or "GMP" shall mean a permit issued pursuant to RSA 485-C:4, VIII and Env-Or 607 to establish a groundwater management zone, manage the use of contaminated groundwater, and monitor remedial progress.

i. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1st of each year.

j. "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, and any amendments thereto.

k. "NHDES" shall mean the New Hampshire Department of Environmental Services and any successor departments or agencies of the State.

l. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

m. "Parties" shall mean EPA and the Respondent unless otherwise noted.

n. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

o. "Reimbursable Preauthorized Mix Funding Costs" shall mean the necessary costs incurred in completing the Work in accordance with this Settlement Agreement and Appendix B (Preauthorization Decision Document), but does not mean Future Response Costs, and must otherwise meet the requirements of 40 C.F.R. Part 307.

p. "Removal Action" shall mean the work set forth in the agreed upon Work Plan.

q. "Respondent" shall mean AmeriGas Propane, L.P.

r. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

s. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXXI, Integration/Appendices). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

t. "Site" shall mean the following parcels of property identified by the City of Claremont GIS Map System as: Lower Cul De Sac Place, Map 120, Lot 10 (Deed Book 841, Page 260); and portions of the City-owned parcels identified as 14 North Street, Map 108, Lot 1 (Deed Book 421, Page 40) and North Street, Map 107-31 (Deed Book 952, Page 367), and referred to as the Former Synergy Site, encompassing approximately 1.06 acres, located at Lower Cul De Sac Place in Claremont, Sullivan County, New Hampshire, and depicted generally on the map attached as Appendix C.

u. "State" shall mean the State of New Hampshire.

v. "Statement of Work" or "SOW" shall mean the statement of work for implementation of the Removal Action, as set forth in Appendix D to this Settlement Agreement, and any modifications made thereto in accordance with this Settlement Agreement.

w. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); 4) any "hazardous waste" or "hazardous materials" under New

Hampshire RSA 147-B:2, VII or VIII; and 5) and "hazardous material" under New Hampshire RSA 147-A:2, VIII..

x. "Work" shall mean all activities Respondent is required to perform under this Settlement Agreement and as described in the agreed upon Work Plan and Work Plan Addendum.

IV. FINDINGS OF FACT

Respondent

10. Respondent is a limited partnership with its principal place of business in King of Prussia, Pennsylvania. EPA alleges that Respondent has succeeded to the liabilities of the current owner of the Site.

Site Description, History, and Conditions

11. The Site is located adjacent to the north and eastern bank of the Sugar River near the center of the Town of Claremont, and on the western side of the intersection of North Street and State Route 11. The Site encompasses the following parcels of property identified by the City of Claremont GIS Map System as: Lower Cul De Sac Place, Map 120, Lot 10 (Deed Book 841, Page 260); and portions of the City-owned parcels identified as 14 North Street, Map 108, Lot 1 (Deed Book 421, Page 40) and North Street, Map 107-31 (Deed Book 952, Page 367).

12. From about 1855 to 1944, the Site was used as a manufactured gas plant (MGP). After gas production ceased in 1944, the North American Utility and Construction Corporation acquired a controlling interest in the Site and began distributing propane from the Site. Propane distribution was the primary function of the Site under a variety of owners until the property was eventually abandoned.

13. On June 14 and 15, 2010, surface and sub-surface soil and sediment samples were collected from the Site as part of a preliminary assessment/site investigation (PA/SI). A second assessment was conducted in the adjacent Sugar River on May 1 and 2, 2012, and additional surface samples were collected on September 13, 2012.

14. Visual observation, field instrumentation, and laboratory data indicate that approximately two-thirds of the Site is impacted by coal tar contamination related to the former MGP. Based on laboratory analysis, numerous surface soil samples had contaminants detected above their respective state standards. Minimal disturbances of surface sediments in the river caused visible sheening. Constituents of the product include semi-volatile organic compounds (carcinogenic and non-carcinogenic polynuclear aromatic hydrocarbons [PAHs]) and to a lesser

degree, volatile organics and inorganics.

15. According to City officials, at times of low river flow such as late summer, coal tar can routinely be seen emanating from the river bed at the edge of the Site property. The Sugar River is classified by the State of New Hampshire as a class B waterway, considered to be fishable and swimmable.

16. In response to the presence of elevated levels of hazardous substances and current Site conditions, including the proximity of the Sugar River, EPA issued an Action Memorandum on August 8, 2013, authorizing the performance of a Removal Action at the Site. The Action Memorandum is attached as Appendix A to this Settlement Agreement.

17. The portions of the City-owned parcels that comprise the Site do not have any structures. The privately-owned parcel is approximately 50,000 square feet and contains two structures. The first structure is a two story brick and wood office/warehouse in various stages of disrepair. The second is the dilapidated remains of a circular, brick structure that is currently filled with water and coal tar residue and at one time served as a gasometer for the manufactured gas plant. A portion of the ground surface throughout the property is asphalt or concrete and the remainder contains sandy gravel and light to heavy vegetation.

18. The hazardous constituents of the manufactured gas process, and in particular coal tar, include a number of PAHs, which are a subset of semi-volatile organic compounds. PAHs are a group of chemicals that are formed during the incomplete burning of coal, oil, gas, wood, garbage, or other organic substances.

19. During the 2010 PA/SI, soil core samples were collected in ten locations throughout the property at varying depths and two sediment samples were collected at the river's edge. In all twelve locations, one or more PAHs were detected at levels higher than the New Hampshire Department of Environmental Services Method 1 S-2 Soil Standards.

20. Soils on the Site and adjacent property, and sediment in the Sugar River are impacted with MGP residual byproducts in the form of coal tar Non-Aqueous Phase Liquid (NAPL), released during the operation of the facility between the 1850s and the 1940s. MGP-related constituents associated with coal tar NAPL typically include benzene, ethylbenzene, toluene, and xylene (BTEX), and several polycyclic aromatic hydrocarbons (PAHs). Metals associated with the MGP process mainly include arsenic, lead, and, mercury. Previous soil sampling has identified MGP-related impacts above EPA Removal Action Levels.

21. The Department of Health and Human Services (DHHS) has determined that benz[a]anthracene), benzo[b]fluoranthene, benzo[k]fluoranthene, benzo[a]pyrene,

dibenz[a,h]anthracene, and indeno[1,2,3-c,d]pyrene are known animal carcinogens. The International Agency for Research on Cancer (IARC) has determined the following: benz[a]anthracene and benzo[a]pyrene are probably carcinogenic to humans; benzo[b]fluoranthene, benzo[k]fluoranthene, and indeno[1,2,3-c,d]pyrene are possibly carcinogenic to humans. EPA has determined that benz[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, dibenz[a,h]anthracene, and indeno[1,2,3-c,d]pyrene are probable human carcinogens.

22. Other hazardous constituents that have not been determined by DHHS, IARC, or EPA to be carcinogenic, but also exceeded the NHDES Method 1 S-2 Soil Standards are fluorene, 2-methylnapthalene, naphthalene (PAHs); 1,2,4-trimethylbenzene, ethylbenzene (volatile organics); and arsenic and lead (inorganics). All constituents identified are listed in 40 CFR §302.4, table 302.4, CERCLA List of Hazardous Substances.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

23. Based on the Findings of Fact set forth above, and the Administrative Record supporting this Removal Action, EPA has determined that:

a. The Former Synergy Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site. EPA alleges that AmeriGas succeeded to the liabilities of the "owner" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C.§ 9601(22).

f. The conditions described in the Findings of Fact may present "an imminent and substantial endangerment to the public health or welfare or the environment" within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

g. The Removal Action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

24. Respondent has retained GEI Consultants to perform the Work and has provided to EPA qualifications of such contractor. EPA has approved GEI Consultants to be the contractor.

25. Respondent has designated Anthony Rymar of GEI Consultants as the Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement and has provided EPA with his qualifications, and EPA has approved him as the Project Coordinator.

26. EPA has designated Gary Lipson of the Office of Site Restoration and Remediation, Emergency Response and Removal Branch, Region 1, as its On-Scene Coordinator (OSC). Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to the OSC at:

Gary Lipson, On-Scene Coordinator
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100 (OSRR2-2)
Boston, MA 02109
(617) 918-1274

27. EPA and Respondent shall have the right to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA ten (10) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice. EPA shall have the right to approve a change of the designated Project Coordinator.

VIII. WORK TO BE PERFORMED

28. Subject to Section XVI (Claims Against the Superfund), Respondent shall perform, at a minimum, all actions necessary to implement the Action Memorandum and Statement of Work attached hereto. The actions to be implemented generally include, but are not limited to, the following:

- Remove residual MGP-related wastes from below-grade structures;
- Demolish above-grade and below-grade structures;
- Remove overburden soil containing coal tar NAPL to the bedrock surface on the Site and adjacent property;
- By-pass existing sewer line to allow for unfettered cleanup actions and restore impacted infrastructure with new sewer line, as necessary;
- Remove sediment in a portion of the Sugar River containing coal tar NAPL to the bedrock surface;
- Conduct in-situ stabilization (ISS) of soils in the portions of the former tail race deeper than 4 feet to prevent the off-site migration of coal tar NAPL into the Sugar River;
- Treat, recycle, and/or dispose of, as appropriate, waste materials, NAPL impacted soil and sediment removed from the Site;
- Restore areas impacted by the Removal Action to necessary and appropriate preremoval conditions, or to reasonable and suitable conditions consistent with future use of the Site that are acceptable to the EPA;
- Maintain the sewer line for one year from the time of completion with respect to any problems caused by the remediation performed by Respondent;
- Provide a plan for monitoring of groundwater in the overburden aquifer and obtaining a Groundwater Management Permit (GMP), if necessary, including conducting one cycle of monitoring under the GMP; and
- Develop Activity Use Restrictions (AUR) and institutional controls to prevent potential future exposure to impacted soil and groundwater remaining at the Site.

Implementation of this Removal Action will occur in three stages: (1) the Removal Action design;

(2) the Removal Action/stabilization; and (3) monitoring (GMP) and institutional controls (AURs). The Removal Action design will assess the volume of soil visibly impacted by MGP-related residual coal tar NAPL. Volume calculations for the excavation area will be based on the findings of previous investigations and the recent pre-design investigation. The remedial action will consist primarily of excavation and off-site disposal of impacted soil with localized areas of in-situ stabilization (ISS), if necessary. Visibly impacted material will be removed from the Site and will be disposed of at an appropriate permitted facility. Site soil not visibly impacted will be used as back fill and capped, if necessary, with a minimum of two feet of clean fill to previous grades. Post excavation soil sampling will be conducted in agreed upon areas to support the removal action. A visual barrier will be placed to demarcate soil which is left in place but does not meet the NHDES S-1 criteria.

29. Work Plan and Implementation.

a. Respondent has submitted and EPA has approved a Work Plan and Work Plan Addendum for performing the Removal Action generally described in Paragraph 28 above. The Work Plan contains a Health and Safety Plan, specifications for quality assurance (QA), quality control (QC) and sampling activities, a post removal Site Control program, various reporting procedures including procedures for the submission of a Work Final Report, and procedures to be used in connection with the off-Site shipment of Waste Material from the Site.

b. Respondent shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondent shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval.

30. Health and Safety Plan. The approved Work Plan includes an outline of a Health and Safety Plan. This plan will be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan will comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the Removal Action.

31. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation

Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

b. Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify EPA not less than 10 days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

32. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by EPA, Respondent shall submit a proposal for post-removal Site control consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, Respondent shall implement such controls and shall provide EPA with documentation of all post-removal Site control arrangements.

33. Reporting.

a. Consistent with the approved Work Plan, Respondent shall submit written progress reports to EPA concerning actions undertaken pursuant to this Settlement Agreement until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC.

b. Respondent shall submit two (2) copies of all plans, reports, or other submissions required by this Settlement Agreement, the Statement of Work, or any approved work plan. Upon request by EPA, Respondent shall submit such documents in electronic form.

34. Completion of Work Final Report. Consistent with the approved Work Plan, within 60 days after completion of all Work required by this Settlement Agreement, Respondent shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set

forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the Removal Action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

35. Off-Site Shipments.

a. Consistent with the approved Work Plan, Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondent shall include in the written notification the following information: 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. Respondent 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.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the Removal Action. Respondent shall provide the information required by Paragraph 35(a) and 35(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-Site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants,

or contaminants from the Site to an off-Site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

36. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by the Respondent, Respondent shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

37. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within fifteen (15) days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing their efforts to obtain access. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Future Response Costs).

38. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

39. Respondent shall provide to EPA and NHDES, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, 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 related to the Work. Respondent shall also make available to EPA and NHDES for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

40. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Settlement Agreement to the extent

permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). 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, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

41. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

42. 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.

XI. RECORD RETENTION

43. Until 8 years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) 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 the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 8 years after Respondent's receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature, or description relating to performance of the Work.

44. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondent shall deliver any such records or documents to EPA. Respondent may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of

the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports, or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

45. Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information (other than identical copies) relating to its or its corporate predecessors' potential liability regarding the Site since notification of potential liability by EPA 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 Sections 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.

XII. COMPLIANCE WITH OTHER LAWS

46. Respondent shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable state and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws. Respondent shall identify ARARs in the Work Plan subject to EPA approval.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

47. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Planning and Response Branch, EPA Region 1 via the EPA Regional Emergency 24-hour telephone number at (617) 918-1236 of the incident or Site conditions. Respondent shall also immediately notify the Claremont Fire Department. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the

response action not inconsistent with the NCP pursuant to Section XV (Payment of Future Response Costs).

48. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at (617) 694-7055 and the National Response Center at (800) 424-8802. Respondent shall also immediately notify the Claremont Fire Department. Respondent shall submit a written report to EPA, with a copy to NHDES, within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

49. The OSC shall be responsible for overseeing Respondent's implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other Removal Action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF FUTURE RESPONSE COSTS

50. Respondent shall pay EPA all Future Response Costs not inconsistent with the NCP, up to a maximum of fifty thousand dollars ($50,000). Future Response Costs for purposes of this maximum cap do not include costs under Paragraph 76 (Work Takeover). On a periodic basis, EPA will send Respondent a bill requiring payment that includes a cost summary, which includes direct and indirect costs incurred by EPA and its contractors. Respondent shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 52 of this Settlement Agreement.

a. Respondent shall make all payments required by this Paragraph by Fedwire Electronic Funds Transfer, referencing the name and address of the party(ies) making payment and EPA Site/Spill ID number 01-HA, to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street

New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

b. At the time of payment, Respondent shall send notice that payment has been made by email to cinwd_acctsreceivable@epa.gov and to:

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

c. The total amount to be paid by Respondent pursuant to Paragraph 50(a) shall be deposited by EPA in the EPA Hazardous Substance Superfund.

51. In the event that the payments for Future Response Costs are not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XIX (Stipulated Penalties).

52. Respondent may contest payment of any Future Response Costs billed if they determine that EPA has made a mathematical error, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the OSC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondent shall within the 30-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 50. Simultaneously, Respondent shall establish an interest-bearing escrow account in a federally-insured bank and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent shall send to the EPA OSC 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, Respondent shall initiate the Dispute Resolution procedures in Section XVII (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondent shall pay the sums due (with accrued Interest) to EPA in the manner described in Paragraph 50. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus

associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 50. Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondent's obligation to reimburse EPA for its Future Response Costs.

XVI. CLAIMS AGAINST THE SUPERFUND

53. Reimbursement of Claims.

a. Pursuant to Sections 111(a)(2), 112, and 122(b)(1) of CERCLA, 42 U.S.C. §§ 9611(a)(2), 9612, and 9622(b)(1), the Respondent may submit a claim for reimbursement to the Hazardous Substance Superfund (the Fund) for its necessary costs incurred in completing the Work in accordance with this Settlement Agreement and Appendix B (Preauthorization Decision Document), but in no event shall Respondent's total claim(s) against the Fund under this Settlement Agreement and the Preauthorization Decision Document exceed the sum of $1,500,000. There are two cost thresholds at which Respondent may make claims against the Fund. First, if total costs for the Removal Action are equal to or less than $1,375,000, then Respondent may make its claim(s) against the Fund only after it has spent the unreimbursable amount of $150,000 toward Removal Action costs, and created a Contingency Fund of $75,000 to the City of Claremont, New Hampshire to provide for future contingencies related to the Site. Respondent's payments to date shall be included in the initial amount of $150,000. Thereafter, Respondent may make its claim(s) against the Fund for a total preauthorized amount of $1,150,000. Second, if the costs of the Removal Action exceed $1,375,000, then Respondent may make additional claims against the Fund only after it has spent the unreimbursable amount of an additional $125,000 toward the Removal Action costs. EPA's total contribution toward Removal Action costs will be no more than $1,500,000. Any additional costs of the Removal Action, after claims against the Fund for a total of $1,500,000 as described in this paragraph are exhausted, will be assumed by Respondent. Reimbursement from the Fund shall be subject to the provisions of Section 112 of CERCLA, the regulations set forth in 40 C.F.R. Part 307, and the applicable claims and audits procedures specified in Appendix B, and shall be made in accordance with the procedures outlined in Appendix B. EPA shall use best efforts to provide reimbursement on completed reimbursement requests within 90 days of perfection of the claim pursuant to 40 C.F.R. 307.32(c). The Respondent's claim(s) against the Fund may cover only those costs incurred during the implementation of the Work and defined in this Settlement Agreement as Reimbursable Preauthorized Mix Funding Costs and must otherwise meet the requirements of 40 C.F.R. Part 307. Pursuant to this Section of the Settlement Agreement, the Respondent shall not submit a claim for Operation and Maintenance costs and Future Response Costs.

b. If it is subsequently determined by EPA that it is necessary to modify the actions

that EPA preauthorized or modify the Work Plan, the Respondent may submit to EPA a revised application for preauthorization, and EPA will consider such application and may, in its sole discretion, authorize the Respondent to submit claims for these modified actions. Notwithstanding any provision of 40 C.F.R. 307.22(i) or EPA's approval of any modified actions, the Respondent may not submit revised applications or claims for all Work that exceed a total of $1,500,000 of the necessary costs incurred under this Settlement Agreement and the Preauthorization Decision Document, as set forth by Paragraph 53.a. If it is subsequently determined that the preauthorized response actions that comprise the implementation of the Work require modification, a revised application for preauthorization may be submitted to EPA for the necessary costs incurred by Respondent in completing the Removal Action in accordance with the Settlement Agreement and this Preauthorization Decision Document (Appendix B). In accordance with the requirements of 40 C.F.R. § 307.22(i), a revised application for preauthorization must be approved by EPA before different, or additional, actions are undertaken if such actions are to be eligible for compensation from the Fund.

54. If EPA denies a claim for reimbursement in whole or in part, it shall notify the Respondent of the reason for such denial. Within 30 days after receiving notice of EPA's decision, the Respondent may request an administrative hearing as provided in Section 112(b)(2) of CERCLA, 42 U.S.C. 9612(b)(2), and 40 C.F.R. Part 307. If EPA fails to pay the Respondent's claim within sixty (60) days of receipt of a perfected claim, as defined in 40 C.F.R. 307.14, Interest shall accrue on the amount due and payable to the Respondent.

55. Pursuant to Section 112(c)(1) of CERCLA, 42 U.S.C. § 9612(c)(1), the Respondent hereby subrogates its rights to the United States to recover from other parties liable pursuant to CERCLA Section 107 any costs reimbursed to the Respondent under this Section, and the Respondent and the Respondent's contractors shall assist in any action to recover these costs which may be initiated by the United States. All of the Respondent's contracts for implementing the Preauthorization Decision Document shall include a specific requirement that the contractors agree to provide this cost recovery assistance to the United States, and the costs of such assistance shall be paid by the United States. The cost recovery assistance shall include, but not be limited to, furnishing the personnel, services, documents, and materials requested by the United States to assist the United States in documenting the work performed and costs expended by the Respondent or the Respondent's contractors at the Site in order to aid in cost recovery efforts. Assistance shall also include providing all requested assistance in the interpretation of evidence and costs, and providing requested testimony.

56. The Respondent shall not make any claim against the Fund for any costs incurred pursuant to Paragraph 53.

XVII. DISPUTE RESOLUTION

57. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

58. If Respondent objects to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, the Respondent shall notify EPA in writing of its objection(s) within 21 days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have 14 days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

59. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, the Director of the Office of Site Remediation and Restoration will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondent's remaining obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or the decision that is rendered, whichever occurs.

XVIII. FORCE MAJEURE

60. Respondent agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work, increased cost of performance, or a failure to attain performance standards/action levels set forth in the Action Memorandum.

61. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within 3 days of when Respondent first knew that the event might cause a delay. Within 7 days thereafter, Respondent shall provide to EPA in writing an explanation and description of 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; Respondent's rationale for attributing such delay to a *force majeure* event if Respondent intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

62. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA 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 other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XIX. STIPULATED PENALTIES

63. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 64 and 65 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVIII (*Force Majeure*). "Compliance" by Respondent shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, the SOW, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

64. Stipulated Penalty Amounts - Work.

The following stipulated penalties shall accrue per violation per day for any noncompliance with this Settlement Agreement other than violations identified in the next Paragraph:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$750	15th through 30th day
$1,000	31st day and beyond

65. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to this Settlement Agreement:

Penalty Per Violation Per Day	Period of Noncompliance
$250	1st through 14th day
$500	15th through 30th day
$750	31st day and beyond

66. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 76 of Section XXI, Respondent shall be liable for a stipulated penalty in the amount of $75,000.

67. All penalties shall begin to accrue on the day after the 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. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the Director of the Office of Site Remediation and Restoration, under Paragraph 59 of Section XVII (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

68. Following EPA's determination that Respondent has failed to comply with a requirement of this Settlement Agreement, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

69. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVII (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to US Environmental Protection Agency, Superfund Payments, P.O. Box 979076, St. Louis, MO 63197-9000, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 01-HA, the EPA Docket Number 01-2015-0027, and the name and address of the party making

payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 26.

70. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Settlement Agreement.

71. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

72. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 68. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XXI, Paragraph 76. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XX. COVENANT NOT TO SUE BY EPA

73. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondent, AmeriGas Partners, L.P., its general partner, AmeriGas Propane, Inc., its ultimate parent, UGI Corporation, and its affiliates, AmeriGas, Inc., AmeriGas Propane, L.P., UGI Utilities, Inc., as well as its predecessors including Heritage Operating Propane L.P., Titan Propane L.P., S.G. Propane, and their respective affiliates and partners pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and the entities referenced above, and does not extend to any other person.

XXI. RESERVATIONS OF RIGHTS BY EPA

74. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

75. The covenant not to sue set forth in Section XX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site.

76. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XVII (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work

pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Future Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXII. COVENANT NOT TO SUE BY RESPONDENT

77. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees, with respect to the Work and Future Response Costs, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law, except as provided for in Section XVI of this Settlement Agreement;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the New Hampshire State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any such claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or Future Response Costs.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 75 (b), (c), (e) and (f), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

78. Nothing in this Agreement, other than Section XVI, shall be deemed to constitute approval or 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).

XXIII. OTHER CLAIMS

79. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

80. Except as expressly provided in Section XX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

81. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIV. CONTRIBUTION

82. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs. Nothing in this Settlement Agreement precludes the United States or Respondent from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

XXV. INDEMNIFICATION

83. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorney's fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities

pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States.

84. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

85. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXVI. INSURANCE

86. At least 7 days prior to commencing any on-Site work under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of 2 million dollars, combined single limit, naming EPA as an additional insured. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondent shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy, or shall ensure that its 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 Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVII. MODIFICATIONS

87. The OSC may make modifications to any plan or schedule or Statement of Work in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

88. If Respondent seeks permission to deviate from any approved work plan or schedule or Statement of Work, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 87.

89. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVIII. NOTICE OF COMPLETION OF WORK

90. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, *e.g.*, payment of Future Response Costs, or record retention, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXIX. PUBLIC COMMENT

91. Final acceptance by EPA of Section XV (Payment of Future Response Costs) of this Settlement Agreement shall be subject to Section 122(i) of CERCLA, 42 U.S.C.§ 9622(i), which requires EPA to publish notice of the proposed settlement in the Federal Register, to provide persons who are not parties to the proposed settlement an opportunity to comment, solely, on the cost recovery component of the settlement, and to consider comments filed in determining whether to consent to the proposed settlement. EPA may withhold consent from, or seek to modify, all or part of Section XV of this Settlement Agreement if comments received disclose facts or considerations that indicate that Section XV of this Settlement Agreement is inappropriate, improper or inadequate. Otherwise, Section XV shall become effective when EPA issues notice to Respondents that public comments received, if any, do not require EPA to modify or withdraw from Section XV of this Settlement Agreement.

XXX. ATTORNEY GENERAL APPROVAL

92. The Attorney General or his designee has approved the response cost settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XXXI. INTEGRATION/APPENDICES

93. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: Appendix A is the Action Memorandum; Appendix B is the Preauthorization Decision Document; Appendix C is a Site map; and Appendix D is the Statement of Work.

XXXII. EFFECTIVE DATE

94. This Settlement Agreement shall be effective once the Respondent is notified that the Settlement Agreement is signed by the Regional Administrator or his delegate, with the exception of Section XV, which shall be effective when EPA issues notice to Respondent that public comments received, if any, do not require EPA to modify or withdraw from Section XV of this Settlement Agreement.

The undersigned representative(s) of Respondent certify(ies) that it (they) is (are) fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party(ies) it (they) represent(s) to this document.

Agreed this 27th day of March, 2015.

For Respondent _____

By _____ Anthony Roseback

Title COO

It is so ORDERED and Agreed this 1st day of April, 2015.

BY: _____ DATE: 04/01/15
Nancy Barmakian, Acting Director
Office of Site Remediation and Restoration
Region 1
U.S. Environmental Protection Agency

EFFECTIVE DATE: April 13 2015

APPENDIX A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
5 POST OFFICE SQUARE, SUITE 100
BOSTON, MA 02109-3912

CONTAINS ENFORCEMENT-SENSITIVE INFORMATION

MEMORANDUM

DATE: August 8, 2013

SUBJ: Request for a Removal Action at the Former Synergy Site, Claremont, Sullivan County, New Hampshire - **Action Memorandum**

FROM: Gary Lipson, On-Scene Coordinator
Emergency Response and Removal Section II

THRU: Steven R. Novick, Chief
Emergency Response and Removal Section II

Stanley Chin, Acting Chief SDC
Emergency Planning & Response Branch

TO: James T. Owens III, Director
Office of Site Remediation and Restoration

I. PURPOSE

The purpose of this Action Memorandum is to request and document approval of the proposed removal action at the Former Synergy Site (the Site), which is located at Lower Cul De Sac Place in Claremont, Sullivan County, New Hampshire. Hazardous substances present in soil (surface and depth) and river sediment at the Site, as well as a continuing source of contamination in groundwater which flows towards and into the adjacent Sugar River, if not addressed by implementing the response actions selected in this Action Memorandum, will continue to pose a threat to human health and the environment.

There are no nationally significant or precedent-setting issues associated with this Site, and there has been no use of the OSC's $200,000 warrant authority.

II. SITE CONDITIONS AND BACKGROUND

CERCLIS ID# : NHN000105965
SITE ID# : 01HA
CATEGORY : Time-Critical

A. Site Description

1. Removal site evaluation

This Site is the location of a defunct manufactured gas plant (MGP) which is heavily impacted by an oily waste product (coal tar). The product appears to be the residual from the historic manufactured gas process. Coal tar is a brown or black liquid, which smells of naphthalene and aromatic hydrocarbons and is among the by-products when coal is carbonized to make coke or gasified to make coal gas. Coal gas is a flammable gaseous fuel made from coal and was supplied to the Monadnock Mill Complex located directly across the Sugar River, via a piped distribution system. In 1944, gas production ceased and the North American Utility and Construction Corporation acquired a controlling interest in the Site where it began distributing propane from the Site. Propane distribution was the primary function of the Site under a variety of owners until the property was abandoned sometime within the past few years.

On June 14 and 15, 2010, surface and sub-surface soil and sediment samples were collected from the Site as part of a preliminary assessment/site investigation (PA/SI). A second assessment was conducted in the adjacent Sugar River on May 1 and 2, 2012, and additional surface samples were collected on September 13, 2012. Visual observation, field instrumentation, and laboratory data indicate that approximately two-thirds of the Site is impacted by coal tar. The oily product is perched on bedrock, is leaching into the adjacent Sugar River, and has been detected in numerous surface soil samples above state standards. Minimal disturbances of surface sediments in the river caused visible sheening. Constituents of the product include semi-volatile organic compounds (carcinogenic and non-carcinogenic polynuclear aromatic hydrocarbons [PAHs]) and to a lesser degree, volatile organics and inorganics.

Based upon the presence of elevated levels of hazardous substances and current site conditions, a time critical removal action was recommended to address this release of hazardous substances in the Site Investigation Closure Memorandum dated September 8, 2010.

2. Physical location

The Former Synergy Site is adjacent to the north and eastern bank of the Sugar River near the center of the Town of Claremont on the western side of the intersection of North Street and State Route 11. The Site encompasses the following property parcels identified by the City of Claremont GIS Map System as: Lower Cul De Sac Place, Map 120, Lot 10 (Deed Book 841, Page 260); and portions of the City-owned parcels identified as 14 North Street, Map 108, Lot1 (Deed Book 421, Page 40) and North Street, Map 107-31 (Deed Book 952, Page 367). The current owner of the non-City owned parcel is identified on the 2010 Property Tax Bill and on the property field card is SG Propane of NH, Inc. The Lower Cul De Sac Place property has also been referred to in the past as 59 Broad Street. SG Propane of NH, Inc. was deeded this property from Claremont Gas Light Company on February 25, 1988. The approximate latitude and longitude is N 43°22'28" and W 72°20'15", respectively.

3. Site characteristics

The portions of the City owned parcels that comprise the Site do not have any structures. The privately-owned parcel is approximately 50,000 square feet and contains two structures. The first structure is a two story brick and wood office/warehouse in various stages of disrepair. The second is the dilapidated remains of a circular, brick structure that is currently filled with water and coal tar residue and at one time served as a gasometer for the manufactured gas plant. A portion of the ground surface throughout the property is asphalt or concrete and the remainder contains sandy gravel and light to heavy vegetation. The north, northeast and eastern edges of the Site border a steep rise up to North Street and the Sugar River borders the western edge. The southern portion is bordered by an asphalted Cul De Sac, which continues up to Broad Street. Residential and commercial buildings are on the far side of North and Broad Streets. A revitalized mill containing a hotel, restaurant, and various commercial enterprises are across the Sugar River to the west. The Site topography on the northern and western portions of the property slope towards the adjacent Sugar River and the groundwater, based on previous studies, flows from the south towards the north, northwest, again, towards the river.

According to the US EPA area planning mapping tool, there are approximately 1,200 people within ¼ mile of the site, and greater than 4000 people within ½ mile of the site as well as four day care centers and one nursing home.

According to US EPA's EJ Screen, the Site is not in, but close to (.2-.3 miles) a low income environmental justice area.

4. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant

The hazardous constituents of the manufactured gas process and in particular coal tar, include a number of PAHs, which are a subset of semi-volatile organic compounds. PAHs are a group of chemicals that are formed during the incomplete burning of coal, oil, gas, wood, garbage, or other organic substances.

During the 2010 PA/SI, soil core samples were collected in 10 locations throughout the property at varying depths from 0-9' below grade and two sediment samples were collected at the river's edge at approximately 1' below grade. In all 12 locations, 1 or more PAHs were detected at levels higher than the New Hampshire Department of Environmental Services (NH DES) Method 1 S-2 Soil Standards. These standards apply to sites where exposure may occur to a receptor that comes in contact with the contaminated soils in a work environment or in a passive recreational setting. In many cases, the concentrations detected were an order of magnitude higher than the S-2 standards and in some cases, 2 orders of magnitude higher. Please refer to Table 1 for analytical data.

The Department of Health and Human Services (DHHS) has determined that benz[a]anthracene), benzo[b]fluoranthene, benzo[k]fluoranthene, benzo[a]pyrene, dibenz[a,h]anthracene, and indeno[1,2,3-c,d]pyrene are known animal carcinogens. The International Agency for Research on Cancer (IARC) has determined the following: benz[a]anthracene and benzo[a]pyrene are probably carcinogenic to humans; benzo[b]fluoranthene, benzo[k]fluoranthene, and indeno[1,2,3-c,d]pyrene are possibly carcinogenic to humans. EPA has determined that benz[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, dibenz[a,h]anthracene, and indeno[1,2,3-c,d]pyrene are probable human carcinogens.

Other hazardous constituents that have not been determined by DHHS, IARC, or EPA to be carcinogenic, but also exceeded the NH DES Method 1 S-2 Soil Standards were fluorene, 2-methylnapthalene, naphthalene (PAHs); 1,2,4-trimethylbenzene, ethylbenzene (volatile organics); and arsenic and lead (inorganics).

All constituents identified in Tables 1 and 2 are listed in 40 CFR §302.4, table 302.4, CERCLA List of Hazardous Substances.

As previously mentioned, the Site is adjacent to the Sugar River. When samples were collected at the rivers' edge during the original PA/SI, a slight disturbance of shallow sediment resulted in a sheen to the water. During the second EPA assessment in 2012, divers were used to collect sediment and water samples and to help determine if the site was discharging groundwater (and accompanying coal tar) to the river or if the river was recharging to the site. While performing these tasks, a number of oily rainbow sheens and some free product (and accompanying odors) were seen emanating from the work areas.

Slight disturbance of the sediment caused by either walking or probing appeared to have caused the release of coal tar that was perched on bedrock or settled into rock fissures. It was not clear if there was discharge or recharge occurring, but due to the wide variation in river flow, depending on precipitation and dam releases, it is assumed that both occur. According to city officials, at times of low river flow such as late summer, coal tar can routinely be seen emanating from the river bed at the edge of the Site property. The river is classified by the State of New Hampshire as a class B waterway, considered to be fishable and swimmable. There are at least two water intakes (non potable) within 1 downstream mile.

Surface soil sampling (0-3") conducted in 2012 showed that state standards for PAHs were exceeded in 11 of 12 samples for a minimum of at least one constituent. Please refer to Table 2 for analytical data.

A petrochemical odor of varying intensity is usually present throughout the site, depending on the time of day and year as well as temperature, wind conditions, and humidity.

5. NPL status

The Site is not currently on the National Priorities List, and has not received a Hazardous Ranking System rating. In 2010, the On-Scene Coordinator (OSC) met with a member of the Technical & Enforcement Support Section within the Office of Site Remediation and Restoration in Region 1 to determine if there was any possibility that the Site may be eligible for the NPL. A Pre-CERCLIS screening was conducted at that time, but it appeared doubtful that the Site was eligible to be an NPL candidate.

B. Other Actions to Date

1. Previous actions

NH DES first brought the Site to the attention of US EPA during the summer of 2008 as they had been negotiating unsuccessfully with a potentially responsible party for a number of years.

Table 1: Depth Sampling: 6/14&15/10

Sample Number / NH Surface Soil Standards	SS-01	SS-02 SS-03 (Dup)	DP-01	DP-02 DP-11 (Dup)	DP-03	DP-04	DP-04	DP-05	DP-06	DP-07	DP-08	DP-09	DP-10	NH S-2
Depth Below Grade	1-1.5'	1-1.5'		0-6'	0-3'	3-7'	7-9'	0-7'	0-4.5'	0-4'	0-1.5'	0-4.5'	0-7'	
Polynuclear Aromatic Hydrocarbons – Carcinogenic														
Benzo(a) anthracene	130	38 357		25 11			6.2	120	150	91			15	4
Benzo(a) pyrene	8.3	25 200	.9	15 7.1	1.2		4.5	89	96	59	1.2	4.1	13	.7
Benzo(b) Fluoranthene	7.4	13		9.4 5				440	55	25			9.1	4
Benzo(k) Fluoranthene								51	72					36
Dibenzo(a,h) Anthracene	1.6			1.5					16				2.6	.7
Indeno(1,2,3-cd)pyrene	5.5	8.7 12		6.5 3.6				27	47	19			7.7	4
Polynuclear Aromatic Hydrocarbons – Noncarcinogenic														
Fluorene								290	400	220				77
2-methylnapthalene										1900				100
Napthalene		15 21		54 35		32	67	820	690	2200			84	5
Inorganics														
Arsenic							110			22				11
Lead									470	580			5400	400

Concentrations in mg/kg (PPM)

2. Current actions

After numerous attempts to obtain access from the alleged property owner over a period of several years, access was granted on May 3, 2010.

On May 14, 2010, EPA On-Scene Coordinator Gary Lipson met with NH DES and Claremont officials at the site to begin planning for a PA/SI.

Table 2: Surface Soil Sampling: 9/13/12

Sample number / NH Surface Soil Standards	01	02	03	04	05	06	07	08	09	10	11	12	NH S-1	NH S-2	NH S-3
Polynuclear Aromatic Hydrocarbons – Carcinogenic															
Benzo(a) anthracene	1.4	12*	4.7*	ND	26*	34*	91*	7.6*	17*	3.7	2.4	4.3*	1	4	52
Benzo(a) pyrene	1.8*	3.8*	2.5*	ND	31**	15**	38**	6.3**	13**	6**	1.8*	2.5*	.7	.7	5
Benzo(b)fluoranthene	1.5*	10*	4.8*	ND	26*	54**	55**	8.6*	25*	5.5*	1.6	5*	1	4	52
Benzo(k)fluoranthene	1.6	9.5	4.6	ND	26	46	55	7.4	22	5.2	1.8	4.1	12	36	520
Chrysene	1.8	17	7.2	ND	34	70	130	10	26	5.4	3.2	6.4	120	360	2200
Dibenzo(a,h)anthracene	.39	1.4*	.79*	ND	5.1**	8.6**	8.9**	1.3*	3.6*	1*	ND	.9*	.7	.7	5
Indeno(1,2,3-cd)pyrene	1.2	3.5	2.3	ND	21*	25*	26*	4*	10*	4.3*	.8	2.6	1	4	52
Polynuclear Aromatic Hydrocarbons – Noncarcinogenic															
Acenaphthylene	1.9	5.6	2.4	ND	7.9	22	42	38	17	5.5	1.5	3.5	490.	490	490
Anthracene	.76	3.3	1.6	ND	5.9	8.8	27	2.7	8	1.4	.77	1.7	1000	2500	5000
Fluoranthene	1.3	16	7.3	ND	29	29	160	11	20	5.1	3.3	5.5	960	2500	5000
Fluorene	ND	.32	ND	ND	1.4	3.1'	5.4	.66	2.2	.36	ND	ND	77	77	77
2-methylnapthalene	.42	5.6	.46	ND	2.3	2.2	3.3	1.8	3.9	.7	.33	1.8	96	100	100
Napthalene	.6	6.6**	.67	ND	38**	29**	2.2	.98	6.3**	.66	.4	2.2	5	5	5
Benzo(g,h,i)perylene	1.7	3.6	2.6	ND	27	26	28	4.4	11	6.6	.97	2.9	960	2500	5000
Phenanthrene	.67	7.6	5.1	ND	16	8.5	97	8.5	11	6.4	1.5	4.2	960	2500	5000
Pyrene	2.5	26	11	ND	47	50	240	15	26	9.6	6.3	11	720	2500	5000

Bold : exceeds NH S-1 Concentrations in mg/kg (PPM)
* : exceeds NH S-2
** : exceeds NH S-3

On June 3, 2010, EPA and EPA's Superfund Technical Assessment and Response Team (START) contractor met at the site for an initial walk-through, and then mobilized on June 14, 2010 to begin sampling activities.

Additional PA/SI activities were conducted in May 2012 when an EPA led dive-team collected surface water and river sediment samples. Additional soil surface samples were collected in September 2012.

Further request for access letters were sent by EPA in 2012 to both the City of Claremont, who is the owner of adjacent parcels that are potentially contaminated, and to a suspected new owner of the property in question. Access was granted by both parties.

C. State and Local Authorities' Roles

1. State and local actions to date

Due to an underground storage tank (UST) removal and the excavation of approximately 10 cubic yards of petroleum-impacted soil in 1995, NH DES requested that a site investigation (SI) be conducted by the current operator at that time, All Star Gas. In May, 1996 ERD of Brattleboro, VT conducted the SI that included: the installation and sampling of five soil borings to bedrock; the installation of five monitoring wells; and the collection of soil and groundwater samples. Also in May 1996, SCS Engineers was retained to conduct Phase I and II activities of an environmental assessment. Field activities included the installation and sampling of 26 Geoprobe borings and the collection and analysis of soil and groundwater samples.

Although the investigations in 1996 provided substantial site data, there were data gaps that needed to be addressed prior to site closure under the NH DES Risk Characterization and Management Policy (RCMP). In 2001, NH DES directed the current property owner of parcel 120-10 at that time , Syn, Inc., to conduct this investigation for the purpose of: creating a geologic and hydrologic model; defining soil and groundwater impacts from the former MGP operations; further define the extent and magnitude of UST soil and groundwater impacts; evaluate sediment and surface water quality of Sugar River; collect data for the evaluation of natural attenuation; and to evaluate any risks that the Site may pose to human health and the environment.

Based on all of these findings, NH DES requested an additional remedial investigation to further define the site characteristics for a risk based evaluation of the Site and its impacts to the surrounding areas pursuant to closure under the NH DES RCMP. After submittals of an Investigation Technical Memorandum and Work Plan in 2002 and NH DES approval in March, 2003, field work was conducted at the Site in May of 2004. The objectives of the investigation and scope of work were as follows: further delineate the horizontal and vertical extent of non-aqueous phase material by installing three direct push soil borings in the vicinity of the Sugar River; evaluate the potential for non-aqueous phase material to move into the bedrock by advancing two cores into the bedrock and evaluating the rock; further evaluate groundwater impacts by collecting a second round of groundwater samples from the existing wells; analyze the oil collected from one of the wells for specific gravity and viscosity to evaluate the potential mobility and character of the oil; and evaluate sediment quality and toxicity in the Sugar River up and downstream of the site.

2. Potential for continued State/local response

Based on the data generated during the investigations as detailed above and the inability of a potentially responsible party to fund additional work, NH DES requested US EPA assistance. In a letter dated September 23, 2010, "The NHDES requests assistance from

EPA in order to address the documented release of hazardous substances that may present an imminent and substantial danger to public health and the environment that currently exists at the former Synergy Gas Site (Site) property located on Cul-De-Sac Road in Claremont, NH." The letter goes on to say: "Based on the public health and environmental threats posed by the Site and the lack of a responsible party to stabilize the Site and develop a remedial action plan (RAP), the Department requests EPA initiate activities to stabilize the Site."

Neither the city or state appear to have sufficient resources to conduct a removal action at this site. Portions of the city are considered environmental justice areas due to low income.

III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants; [§300.415(b)(2)(i)];

According to data generated by US EPA and consultants under the auspices of NH DES, hazardous substances (see §II.A.4.) were detected at almost every sample location including on-shore core samples, river sediment and surface water. The oily residual from the manufactured gas process has saturated the ground from near-surface to bedrock and at times is visibly leaching into the Sugar River. Low impact disturbance of the near shore sediment, whether by human or animal, is enough to cause sheening on the water surface. A noticeable odor is prevalent at most times at various locations on the site and the property is currently accessible as evidenced by signs of trespassers such as graffiti, beer cans, an actual sighting of an individual leaving the property, and a recent fire in one of the buildings that required a response from the local fire department. The perimeter fencing was enhanced by the parcel 120-10 property owner in 2011 at EPA's request, but apparently not enough to keep people from gaining access. Surface soil sampling conducted in 2012 has indicated that state standards for PAHs were exceeded in almost every instance and therefore accessible to any trespassers and wildlife on the property.

As stated in §II.A.4, DHHS has determined that benz[a]anthracene, benzo[b]fluoranthene, benzo[k]fluoranthene, benzo[a]pyrene, dibenz[a,h]anthracene, and indeno[1,2,3-c,d]pyrene are known animal carcinogens. IARC has determined the following: benz[a]anthracene and benzo[a]pyrene are probably carcinogenic to humans; benzo[b]fluoranthene, benzo[k]fluoranthene, and indeno[1,2,3-c,d]pyrene are possibly carcinogenic to humans. EPA has determined that benz[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, dibenz[a,h]anthracene, and indeno[1,2,3-c,d]pyrene are probable human carcinogens.[1]

[1] Toxicological Profile for Polycyclic Aromatic Hydrocarbons, U.S. Department of health and Human Services, Public Health Service, Agency for Toxic Substance and Disease Registry, August 1995

High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate [§300.415(b)(2)(iv)];

In 2012, surface soil samples (0-3") were collected in 12 locations throughout the property. State of New Hampshire soil standards for carcinogenic PAHs were exceeded in 11 of 12 locations, varying from 1 to 7 of 7 constituents. These surface soils are subject to precipitation and runoff into the adjacent Sugar River.

Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released [§300.415(b)(2)(v)];

The groundwater flow within the Site property has previously been mapped by the NH DES and generally runs in a northwest direction. The heavier portion of the coal tar may resist the groundwater flow as it is denser than water and sits upon the bedrock, but the lighter phases will move with the groundwater. During extended times of low precipitation and low river flow, there is less hydraulic head pushing against the bank, allowing the groundwater and accompanying coal tar to flow more readily into the river. Town officials have stated that at times of low flow when the river has receded from the shore line, a viscous oily product oozes up from the sediment and into the river. During normal flow conditions, it is also apparent that the product has been moving with the groundwater and saturating the shoreline and off-shore sediments. This is evidenced by a visible sheen emanating from the sediment when slightly disturbed.

In addition and as mentioned above, surface contamination is also subject to migration via precipitation, snow melt, and when dry, can be windblown into the surrounding air as well as into the river.

The availability of other appropriate Federal or State response mechanisms to respond to the release [§300.415(b)(2)(vii)];

As noted in §II.C.2. above, the NH DES has requested EPA Removal program assistance in order to address the documented release of hazardous substances. Therefore, it is unlikely that any other state or federal entity would address this situation.

IV. ENDANGERMENT DETERMINATION

Actual or threatened releases of hazardous substances from this Site, if not addressed by implementing the response action selected in this Action Memorandum, may present an imminent and substantial endangerment to public health, or welfare, or the environment.[2]

V. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

Specific removal activities may include the following:

- A site walk with EPA'S Superfund Technical Assistance and Response Team (START) contractor and EPA's cleanup contractor to determine the necessary resources for the impending design work and removal action;
- Additional sampling, treatability studies, and site characterization to further delineate the extent of contamination and to assist in guiding response actions;
- Installation of, or repair of existing security fencing, and provision of a security guard service during the removal action;
- Clearance of vegetation, debris, and/or existing structures as needed to provide proper clearance and space for removal activities. This may necessitate coordination with the New Hampshire Division of Historic Resources (NH DHR) and documentation of the removal by a Historic Preservationist;
- Design of a physical separation and/or collection system (via a contract mechanism separate from the cleanup contractor);
- Physical separation of the manufactured gas plant residual waste product from the Sugar River (eg. sheet piling);

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[2] In accordance with OSWER Directive 9360.0-34, an endangerment determination is made based on "appropriate Superfund policy or guidance, or on collaboration with a trained risk assessor. Appropriate sources include, but are not limited to, relevant action levels or cleanup standards, Agency for Toxic Substances and Disease Registry documents or personnel, or staff toxicologists." EPA relied on the State of New Hampshire Administrative Rule Env-Or 600, Contaminated Site Management and State Surface Water Standards. In The NH DES request for assistance letter to US EPA dated September 23, 2010, it states that the contaminants are present in Site soil and groundwater at concentrations far exceeding the remediation standards presented in the above mentioned rule.

- Mechanical removal of some or all of the residual waste product including impacted soil and sediment as well as free product;

- Treatment of the contaminated soil (in-situ) using physical and chemical means to reduce the mobility of hazardous substances and contaminants;

- Consideration of vapor reduction which may include the installation of an air collection system;

- Installation of a collection system (eg. trench), capable of capturing the waste product to where it can be retrieved and collected;

If any of the options listed above require long term operation and maintenance (O&M), such as a collection system that must be periodically examined and cleaned, agreement to conduct the O&M would need to be reached between US EPA and a local and/or state entity. This is due to a statutory limitation that a removal action must be completed within one year of initiation.

In conjunction with the EPA off-site rule, all hazardous substances to be removed will be disposed of in appropriately licensed off-site disposal facilities; and,

Standard operating procedures during a US EPA removal action include the repair of response related damages as appropriate. As noted above, it is probable that the on-site historic, but dilapidated structures will have to be removed to facilitate cleanup options. These will not be repaired, but based on conversations with the NH DHR, these historic features may have to be documented with the placement of signs, placards, photos, etc. to inform the general population of their one-time existence and their importance to the City of Claremont and its history.

2. Community relations

US EPA has been discussing potential removal actions with state and local officials. In conjunction with local officials, neighboring businesses that may potentially be impacted will be informed when site operations are taking place. The EPA OSC will make himself available, either during working hours or extended hours on-site, to address the questions and/or concerns of the local population. The EPA OSC will also work with its Community Involvement Coordinator to disseminate information to the local community which may take place at a public meeting.

3. Contribution to remedial performance

The cleanup proposed in this Action Memorandum is designed to mitigate the threats to human health and the environment posed by the Site. The actions taken at the Site would be consistent with and will not impede any future responses.

4. Description of alternative technologies

Although no alternative technologies have been identified for this removal action, they will continue to be investigated, discussed and considered as the removal action progresses.

5. Applicable or relevant and appropriate requirements (ARARs)

Federal ARARs will be met to the extent practicable considering the exigencies of the situation. The following Federal ARARs will apply if hazardous waste is transported off-site for disposal:

40 CFR Part 262 Standards Applicable to Generators of Hazardous Waste:

Subpart B - The Manifest
262.20 : General requirements for manifesting
262.21 : Acquisition of manifests
262.22 : Number of copies of manifests
262.23 : Use of the manifest

Subpart C - Pre-Transport Requirements
262.30 : Packaging
262.31 : Labeling
262.32 : Marking

Subpart D - Recordkeeping and Reporting
262.40 : Recordkeeping

40 CFR Part 264 Standards for Owners and Operators of Hazardous waste Treatment, Storage, and Disposal Facilities:

Subpart I - Use and Management of Containers
264.171 : Condition of containers
264.172 : Compatibility of waste with containers
264.173 : Management of containers
264.174 : Inspections
264.175 : Containment
264.176 : Special requirements for ignitable or reactive waste
264.177 : Special requirements for incompatible wastes

40 CFR Part 264 Hazardous Waste Regulations - RCRA Subtitle C:
268-270 : Hazardous and Solid Waste Amendments Land Disposal Restrictions Rule

40 CFR Part 300.440 Procedures for Planning and Implementing Off-Site Response Actions (Off-Site Rule)

State ARARs:

The OSC will coordinate with state officials to identify state ARARs, if any. In accordance with the National Contingency Plan and EPA Guidance Documents, the OSC will determine the applicability and practicability of complying with each ARAR, which is identified in a timely manner.

6. Project schedule

This removal action is expected to last up to one year from the time of initial mobilization. It is anticipated that the initial site visit with EPA's contractors will begin in the fall, 2013.

B. Estimated Costs

COST CATEGORY		CEILING
REGIONAL REMOVAL ALLOWANCE COSTS:		
ERRS Contractor		$1,500,000.00
Interagency Agreement		$0,000.00
OTHER EXTRAMURAL COSTS NOT FUNDED FROM THE REGIONAL ALLOWANCE:		
START Contractor		$400,000.00
Extramural Subtotal		$1,900,000.00
Extramural Contingency	20%	$380,000.00
TOTAL, REMOVAL ACTION CEILING		**$2,280,000.00**

VI. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Delayed action will increase public health and environmental risks posed by the presence of PAHs as the coal tar waste is not only present at the surface but continues to slowly leach into the adjacent Sugar River.

VII. OUTSTANDING POLICY ISSUES

There are no precedent-setting policy issues associated with this site.

VIII. ENFORCEMENT ... For Internal Distribution Only

See attached Enforcement Strategy.

The total EPA costs for this removal action based on full-time accounting practices that will be eligible for cost recovery are estimated to be $2,280,000 (extramural costs) + $250,000 (EPA intramural costs) = $2,530,000 X 1.4485 (regional indirect rate) = **$3,664,705** [3].

IX. RECOMMENDATION

This decision document represents the selected removal action for the Former Synergy Site in Claremont, New Hampshire, developed in accordance with CERCLA, as amended, and is not inconsistent with the National Contingency Plan. The basis for this decision will be documented in the administrative record to be established for the Site.

Conditions at the Site meet the NCP Section 300.415 (b) (2) criteria for a removal action due to the following:

Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants [§300.415(b)(2)(i)];

High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate [§300.415(b)(2)(iv)];

Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released [§300.415(b)(2)(v)];

The availability of other appropriate Federal or State response mechanisms to respond to the release [§300.415(b)(2)(vii)];

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[3]Direct Costs include direct extramural costs $2,280,000 and direct intramural costs $250,000. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site specific costs 44.85% x $2,530,000, consistent with the full accounting methodology effective October 2, 2000. These estimates do not include pre-judgement interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of a removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of a total cost estimate nor deviation of actual total costs from this estimate will affect the United States' right to cost recovery.

I recommend that you approve the proposed removal action. The total extramural removal action project ceiling if approved will be $2,280,000.

APPROVAL: _____ DATE: 8/8/13

DISAPPROVAL: _____ DATE: _____

APPENDIX B

Re: Former Synergy Site

DECISION DOCUMENT
PREAUTHORIZATION OF A CERCLA SECTION 111(a) CLAIM

THE FORMER SYNERGY SITE
CLAREMONT, NEW HAMPSHIRE

I. ***STATEMENT OF AUTHORITY***

Section 111 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9611, authorizes the reimbursement of response costs incurred in carrying out the National Contingency Plan, 40 C.F.R. Part 300 (as amended) (NCP). Section 112 of CERCLA, 42 U.S.C. § 9612, directs the President to establish the forms and procedures for filing claims against the Hazardous Substance Superfund ("Superfund" or the "Fund"). Executive Order 12580 (52 Fed Reg. 2923, January 29, 1987) delegates to the Administrator of the Environmental Protection Agency (EPA) the responsibility for CERCLA claims and for establishing forms and procedures for such claims. The forms and procedures can be found in the Response Claims Procedures for the Hazardous Substance Superfund, 40 C.F.R. Part 307, 58 Fed. Reg. 5460 (January 21, 1993). Executive Order 12580 also delegates to the EPA Administrator the authority to reach settlements pursuant to Section 122(b) of CERCLA, 42 U.S.C. § 9622(b). The Director of the Office of Emergency and Remedial Response (OERR) is delegated authority to evaluate and make determinations regarding claims (EPA Delegation 14-9, September 13, 1987 and EPA Redelegation 14-9 "Claims Asserted Against the Fund," May 25, 1988). EPA Delegation 14-9, July 24, 2002, redelegates the authority to preauthorize claims against the Hazardous Substance Superfund for necessary response costs, and to approve reimbursement for claimed response costs, to the Regional Administrators, and the authority to serve as the Review Officer to the Assistant Administrator for Solid Waste and Emergency Response. EPA Delegation 14-9, December 17, 2002, further redelegates the authority to preauthorize claims against the Hazardous Substance Superfund for necessary response costs to the Director of the Office of Site Remediation and Restoration, Region 1.

II. ***BACKGROUND ON THE SITE***

The Former Synergy Site (the "Site") is located at Lower Cul De Sac Place in Claremont, Sullivan County, New Hampshire. An Action Memorandum for the proposed removal action at the Site was signed by the Director of the Office of Site Remediation and Restoration, EPA Region 1 on August 8, 2013. Hazardous substances present in soil (surface and depth) and river sediment at the Site, as well as a continuing source of contamination in groundwater which flows towards and into the adjacent Sugar River, if not addressed by implementing the response actions selected in the Action Memorandum, will continue to pose a threat to human health and the environment.

The Site is the location of a defunct manufactured gas plant (MGP) and is heavily impacted by an oily waste product (coal tar). The product appears to be the residual from the historic

manufactured gas process. Coal tar is a brown or black liquid, which smells of naphthalene and aromatic hydrocarbons and is among the by-products when coal is carbonized to make coke or gasified to make gas. Coal gas is a flammable gaseous fuel made from coal and was supplied to the Monadnock Mill Complex located directly across the Sugar River, via a piped distribution system. In 1944, gas production ceased and the North American Utility and Construction Corporation acquired a controlling interest in the Site where it began distributing propane from the Site. Propane distribution was the primary function of the Site under a variety of owners until the property was abandoned sometime within the past few years.

In March, 2015, the Respondent, AmeriGas Propane, L.P., submitted a formal application for preauthorization as required by Section 300.700(d) of the NCP and 40 C.F.R. § 307.22. An Administrative Settlement Agreement and Order on Consent for Removal Action ("AOC") between EPA and the Respondent is being executed in conjunction with this Decision Document ("Preauthorization Decision Document" or "PDD").

Notwithstanding the findings and determinations set forth below, and in the AOC, nothing in this PDD or the AOC shall be deemed to be an admission of fact or law by Respondent. Likewise, no finding of fact in Section IV or determination or conclusion of law in Section V shall have any collateral estoppel, issue, or claim preclusion or other binding effect on Respondent in any proceeding except one to enforce the terms of the PDD.

III. ***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 to reimburse a claimant from the Superfund, subject to any maximum amount of money set forth in this PDD, if the response action is conducted in accordance with the preauthorization and costs are reasonable and necessary. 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 the Respondent's Application for Preauthorization ("Application") pursuant to 40 C.F.R. § 300.700(d) that:

(A) A release or potential release of hazardous substances warranting a response under Section 300.435 of the NCP exists at the Site;

(B) The Respondent has agreed to implement the cost-effective remedy selected by the EPA to address the threat posed by the release at the Site;

(C) The Respondent has demonstrated engineering expertise and a knowledge of the NCP and attendant guidance;

(D) The activities proposed by the Respondent, when supplemented by the terms and conditions contained herein, are consistent with the NCP; and

(E) The Respondent has obtained the consent of the State of New Hampshire.

EPA has determined, consistent with 40 C.F.R. § 307.23, that the Application submitted by the Respondent demonstrates a knowledge of relevant NCP provisions, 40 C.F.R. Part 307, and EPA guidance sufficient for the conduct of a Removal Action at the Site.

The Respondent is generally obligated to comply with all provisions and representations in the Application for Preauthorization, and to notify EPA of any changed circumstances which alter those provisions. If circumstances change between the time the Application is submitted, and the time of remedy implementation, it is in EPA's discretion to determine which Application provisions are still valid and which provisions no longer apply. The AOC, including the terms and conditions of the PDD, shall govern the conduct of response activities at the Site. In the event of any ambiguity or inconsistency between the Application for Preauthorization and this PDD, with regard to claims against the Fund, the PDD and the AOC shall govern.

IV. ***PREAUTHORIZATION DECISION***

I preauthorize the Respondent to submit a claim(s) against the Superfund for an amount not to exceed $1,500,000 of reasonable and necessary eligible costs for the Removal Action incurred pursuant to the Action Memorandum and the AOC for the Site. This preauthorization is subject to compliance with the AOC and the provisions of this PDD.

V. ***AUDIT PROCEDURES***

The Respondent shall develop and implement audit procedures which will ensure its ability to obtain and implement all agreements to perform preauthorized response actions, in accordance with sound business judgment and good administrative practice as required by 40 C.F.R. § 307.32(e). Consistent with the AOC for the Site, those requirements shall include but not necessarily be limited to the following procedures.

A. The Respondent will develop and implement procedures which provide adequate public notice of solicitations for offers or bids on contracts. Solicitations must include evaluation methods and criteria for contractor selection. The Respondent shall notify EPA of the qualifications of all contractors and principal subcontractors hired to perform preauthorized response actions. EPA shall have the right to disapprove the selection of any contractor or subcontractor selected by the Respondent. EPA shall provide written notice to the Respondent of any such disapproval.

B. As required by 40 C.F.R. § 307.21(e), the Respondent will develop and implement 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. The Respondent and its contractors shall use free and open competition for all supplies, services and construction with respect to the Work performed at the

Site. There are a number of ways that the Respondents can meet these requirements including but not limited to the following:

1. For example, if the Respondent awards a fixed price contract to a prime contractor, the Respondent has satisfied the requirement of open and free competition with regard to any subcontracts awarded within the scope of the prime contract.

2. The Respondent is not required to comply with the Federal procurement requirements found at 40 C.F.R. Part 33 or EPA's Guidance on Procurement Under Superfund Remedial Cooperative Agreements (OSWER Directive 9375.1-11, June 1988), in meeting these requirements. However, EPA does require that the Respondent use these documents for guidance in developing 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.

3. With reference to small purchase procedures, EPA defines small purchase procedures as 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 a certain amount in the aggregate (Example: $25,000). Respondent can meet the requirements of maximum free and open competition with respect to small purchases by developing procedures which follow 40 C.F.R. Part 33 or EPA's Guidance on Procurement under Superfund Remedial Cooperative Agreements (OSWER Directive 9375.1-11, June 1988). However, Respondent shall in no event divide procurement transactions into smaller parts to avoid the dollar limitation.

C. The Respondent may use a list or lists of pre-qualified persons, firms, or products to acquire goods and services. The Respondent shall make each pre-qualification using evaluation methods and criteria which are consistent with the selection and evaluation criteria developed pursuant to Section V.A., above. Such list(s) must be current and include enough qualified sources to ensure maximum open and free competition. The Respondent shall not preclude potential offerors not on the pre-qualified list from qualifying during the solicitation period.

D. The Respondent shall develop and implement procedures to settle and satisfactorily resolve all contractual and administrative matters arising out of agreements to perform preauthorized response actions, in accordance with sound business judgment and good administrative practice as required by 40 C.F.R. § 307.32(e). All of the following actions shall be conducted in a manner to assure that the preauthorized response actions are performed in accordance with all terms, conditions and specifications of contracts as required by EPA: (1) invitations for bids or requests for proposals; (2) contractor selection; (3) subcontractor approval; (4) change orders and contractor claims (procedures should minimize these actions); (5) resolution of protests, claims, and other procurement related disputes; and (6) subcontract administration.

E. The Respondent shall develop and implement a change order management policy and procedure generally in accordance with EPA's Guidance on Procurement Under Superfund Remedial Cooperative Agreements (OSWER Directive 9375.1-11, June 1988).

F. The Respondent shall develop and implement 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.

G. Modification of elements or performance requirements contained in the AOC shall be consistent with Section XXVII of the AOC and shall require approval by the Director, Office of Site Remediation and Restoration (OSRR) or his/her designee. Such modifications, when approved by the Director, OSRR or his/her designee in accordance with Agency procedures, shall modify this PDD.

VI. ***CLAIMS PROCEDURES***

A. Pursuant to Section 111(a)(2) of CERCLA, EPA may reimburse necessary response costs incurred as a result of carrying out the NCP that satisfy the requirements of 40 C.F.R. § 307.21, subject to the following limitations:

1. Costs may be reimbursed only if incurred after the date of this preauthorization and consistent with the AOC;

2. Costs incurred for long-term operation and maintenance are not eligible for reimbursement from the Superfund; and

B. In submitting claims to the Superfund, the Respondent shall:

1. Document that response activities were preauthorized by EPA;

2. Substantiate all claimed costs through an adequate 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; and

3. Document that all claimed costs were eligible for reimbursement, consistent with applicable requirements of 40 C.F.R. Part 307.

C. Claims may be submitted against the Fund by the Respondent only while the Respondent is in compliance with the terms of the AOC and pursuant to the terms of the AOC.

VII. ***OTHER CONSIDERATIONS***

A. This PDD is intended to benefit only the Respondent and EPA. It extends no benefit to nor creates any right in any third party.

B. 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 Respondent. Disputes arising out of EPA's determination to withdraw its preauthorization shall be governed by Section XVI ("Claims Against the Superfund") of the AOC. Criminal and other penalties may apply as specified in 40 C.F.R. § 307.15.

C. The Fund's obligation in the event of failure of the Removal Action shall be governed by 40 C.F.R. § 307.42. EPA may require the Respondent to submit any additional information needed to determine whether the actions taken were in conformance with the AOC and were reasonable and necessary.

D. This preauthorization shall be effective as of the date of signature.

E. If it is subsequently determined by EPA that the preauthorized response actions that comprise the Removal Action require modification, the Respondent may submit to EPA a revised application for preauthorization and EPA will consider such application and may, in its sole discretion, authorize the Respondent to submit claims for these modified actions. Notwithstanding any provision of 40 C.F.R. 307.22(i) or EPA's approval of any modified actions, the Respondent may not submit revised applications or claims for all Work that exceed a total of $1,500,000 of the necessary costs incurred under the Settlement Agreement and the Preauthorization Decision Document. In accordance with the requirements of 40 C.F.R. § 307.22(i), a revised application for preauthorization must be approved by EPA before different, or additional, actions are undertaken if such actions are to be eligible for compensation from the Fund.

Nancy Barmakian
Acting Director, Office of Site Remediation
& Restoration
Region I

04/01/15
Date

APPENDIX C

LEGEND:

SEWER (APPROXIMATE)

HISTORICAL MGP STRUCTURES

SOURCES:

1. BING AERIAL IMAGERY © 2010 MICROSOFT CORPORATION AND ITS DATA SUPPLIERS ACCESSED ON 1/11/13 VIA ARCGIS ONLINE (www.arcgis.com).
2. 1918, 1948 AND 1963 SANBORN FIRE INSURANCE MAPS.

0 30 60

SCALE, FEET

Removal Action Work Plan Claremont Former Manufactured Gas Plant Claremont, New Hampshire	GEI Consultants	AERIAL PHOTOGRAPH AND HISTORIC SITE FEATURES	
UGI-Amerigas Propane, Inc	Project 1320460	SEPTEMBER 2014	Fig. 2

O:\Tech\Project\UGI\Claremont, NH\CAD\Claremont Former MGP Site Aerial View.dwg - 9/16/2014

APPENDIX D

Executive Summary

On behalf of Amerigas Propane, L.P. ("Amerigas"), GEI Consultants, Inc. (GEI) has prepared this Removal Action Work Plan (RAWP) for the Claremont former manufactured gas plant (MGP) ("Site"). The Site is approximately 1.06 acres and is located near the intersection of North Street and State Route 11, in the City of Claremont, Sullivan County, New Hampshire (Figure 1). The United States Environmental Protection Agency (EPA) has assigned case ID #NHN000105965 to the Site.

Soils on the Site and adjacent property and sediment in the Sugar River are impacted with MGP residual byproducts in the form of coal tar Non-Aqueous Phase Liquid (NAPL), released during the operation of the facility between the 1850s and the 1940s. MGP-related constituents associated with coal tar NAPL typically include benzene, ethylbenzene, toluene, and xylene (BTEX), and several polycyclic aromatic hydrocarbons (PAHs). Metals associated with the MGP process mainly include arsenic, lead, and, mercury. Previous soil sampling has identified MGP-related impacts above EPA Removal Action Levels.

The objective of this RAWP is to develop a plan to:

- Remove residual MGP-related wastes from below-grade structures,
- Demolish above-grade and below-grade structures,
- Remove overburden soil containing coal tar NAPL to the bedrock surface on the Site and adjacent property,
- Remove sediment in a portion of the Sugar River containing coal tar NAPL to the bedrock surface,
- Conduct in-situ stabilization (ISS) of soils in the portions of the former tail race deeper than 4 feet to prevent the off-site migration of coal tar NAPL into the Sugar River,
- Treat, recycle, and/or dispose of, as appropriate, waste materials, NAPL impacted soil and sediment removed from the Site,
- Restore areas impacted by the Removal Action to necessary and appropriate pre-removal conditions, or to reasonable and suitable conditions consistent with future use of the Site that are acceptable to the EPA,
- Provide a plan for monitoring of groundwater in the overburden aquifer and obtaining a Groundwater Management Permit (GMP), and

- Develop Activity Use Restrictions (AURs) as institutional controls to prevent potential future exposure to impacted soil and groundwater remaining at the Site.

Implementation of this removal action will occur in three stages: (1) the removal action design (2) the removal action/stabilization, (3) monitoring (GMP) and institutional controls (AURs). The removal action design will assess the volume of soil visibly impacted with free and/or residual MGP-related coal tar NAPL. Volume calculations for the excavation area will be based on the findings of previous investigations and the recent pre-design investigation. The removal action will consist primarily of excavation and off-site disposal and thermal treatment of impacted soil with areas of ISS to address the tail race as a preferential migratory pathway. Visibly impacted material will be removed from the Site and will be disposed at an appropriated permitted facility. Site soil not visibly impacted will be used as back fill and capped, if necessary, with a minimum of 2 feet of clean fill to previous grades. Post excavation soil sampling will be conducted in selected areas to support the removal action. A visual barrier will be placed to demarcate soil which is left in place but does not meet the New Hampshire Department of Environmental Services (NHDES) S-1 criteria.

1. Introduction and Objectives

This Removal Action Work Plan (RAWP) presents the scope and conceptual design of a Removal Action proposed for the Claremont former Manufactured Gas Plant (MGP) ("Site") located in the City of Claremont, Sullivan County, New Hampshire. Soils on the Site and adjacent property, and sediment in the Sugar River are impacted with MGP residual byproducts in the form of coal tar Non-Aqueous Phase Liquid (NAPL), released during the operation of the facility between the 1850s and the 1940s. Previous soil sampling has identified MGP-related impacts above EPA Removal Action Levels. This plan focuses on streamlined ways to remediate the Site and expedite Removal Action development and implementation.

The United States Environmental Protection Agency (EPA) has assigned case ID #NHN000105965 to the Site under the Comprehensive Environmental Recovery Compensation and Liability Act (CERCLA). The EPA issued a memorandum dated August 8, 2013, titled Request for a Removal Action at the Former Synergy Site, Claremont, Sullivan County, New Hampshire - Action Memorandum. A copy of the memorandum is presented in Appendix A. Section V., Proposed Action and Estimated Costs of the EPA's memorandum outlines ten proposed actions. Items 5 through 10 of this list are tasks associated with remediation.

Removal Action Objectives (RAOs)/Proposed Removal Goals (PRGs) have been developed and consist primarily of removal of coal tar NAPL related to MGP production, which may act as a continuing source (Item 7 of the EPA Action Memorandum). A Removal Action will address items 5, 6, 8, 9, and 10 of the EPA's memorandum.

The objective of this RAWP is to develop a plan to:

- Remove residual MGP-related wastes from below-grade structures,
- Demolish above-grade and below-grade structures,
- Remove overburden soil containing coal tar NAPL to the bedrock surface on the Site and adjacent property,
- Remove sediment in a portion of the Sugar River containing coal tar NAPL to the bedrock surface,
- Conduct in-situ stabilization (ISS) of soils in the deeper portions of the former tail race to prevent the offsite migration of coal tar NAPL,
- Treat, recycle, and/or dispose of, as appropriate, waste materials removed from the Site,

- Restore areas impacted by the Removal Action to necessary and appropriate pre-removal conditions, or to reasonable and suitable conditions consistent with future use of the Site that are acceptable to the EPA and the City of Claremont (future owners of the site),
- Provide a plan for monitoring of groundwater in the overburden aquifer and obtaining a Groundwater Management Permit (GMP), if necessary, and
- Develop Activity Use Restrictions (AURs) and institutional controls to prevent potential future exposure to impacted soil and groundwater remaining at the Site.

Implementation of this removal action will occur in three stages: (1) the removal action design, (2) the removal action/stabilization, and (3) groundwater monitoring (through the GMP) and institutional controls (through the AURs). The removal action design will assess the volume of soil visibly impacted with MGP-related coal tar NAPL. Volume calculations for the excavation area will be based on the findings of previous investigations and the recent pre-design investigation. The removal action will consist primarily of excavation and off-site disposal and thermal treatment of impacted soil with areas of ISS. During excavation activities, visibly impacted material will be removed from the Site and disposed of at an approved, permitted offsite disposal facility. Site soil not visibly impacted will be used as back fill and capped, if necessary, with a minimum of 2 feet of clean fill to previous grades. Post excavation soil sampling will be conducted in selected areas to support the removal action. A visual barrier will be placed to demarcate soil which is left in place but does not meet the New Hampshire Department of Environmental Services (NHDES) S-1 criteria.

Residual dissolved-phase groundwater contamination that may remain in place in the overburden aquifer can be addressed through groundwater monitoring and, if necessary, Monitored Natural Attenuation (MNA). Adsorbed-phase soil concentrations which exceed NHDES soil standards, which are not addressed through a removal action, will be addressed through pathway elimination. The pathway elimination will be completed through engineering controls including the placement of a visual demarcation barrier and placement of clean fill approximately 2 feet thick. A risk assessment in accordance with NHDES regulations may also be conducted to develop an S-3 standard under scenarios where soils below the 2 feet clean fill cover and visual demarcation barrier may be contacted during future development or by site workers. Adsorbed-phase sediment concentrations, which may remain in place following sediment removal, can be addressed through an ecological risk assessment.