

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for John Huttgren 5/22/18
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number CERCLA-01-2018-0013

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

New Hampshire Dioxane Site
Atkinson/Hampstead, NH

Total Dollar Amount of Receivable \$ 1,900,000 Due Date: 6/21/18

SEP due? Yes _____ No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

1st \$ _____ on _____

2nd \$ _____ on _____

3rd \$ _____ on _____

4th \$ _____ on _____

5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office Phone Number



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 1
5 Post Office Square - Suite 100
Boston, MA 02109-3912

BY HAND

May 22, 2018

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency - Region I
5 Post Office Square - Suite 100
Boston, MA 02109-3912

RECEIVED

MAY 22 2018

EPA ORC
Office of Regional Hearing Clerk

Re: *In the Matter of New Hampshire Dioxane Site, Atkinson/Hampstead, New Hampshire -- Settlement Agreement, CERCLA Docket No. 01-2018-0013*

Dear Ms. Santiago:

Enclosed for filing in the above-referenced action, please find a copy of the following:

- Settlement Agreement under Section 122(h)(1) of CERCLA, 42 U.S.C. 9644(h)(1);
- Federal Register Notice, dated April 5, 2018 (83 Fed. Reg. 14,637), to provide the public with notice of the Settlement Agreement and a 30-day opportunity to comment;
- Public Comment Period Responsiveness Summary; and
- letter notifying the Gould Electronics Inc that the Settlement Agreement is effective and requesting payment.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be "John Hultgren".

John Hultgren
Enforcement Counsel

cc by email w/o enclosure: Tina Hennessy

Enclosure

TABLE OF CONTENTS

I.	JURISDICTION	1
II.	BACKGROUND	1
III.	PARTIES BOUND	1
IV.	DEFINITIONS.....	2
V.	PAYMENT OF RESPONSE COSTS.....	3
VI.	FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT	4
VII.	COVENANTS BY EPA	5
VIII.	RESERVATIONS OF RIGHTS BY EPA	5
IX.	COVENANTS BY SETTLING PARTY.....	6
X.	EFFECT OF SETTLEMENT/CONTRIBUTION	7
XI.	RETENTION OF RECORDS	8
XII.	NOTICES AND SUBMISSIONS	10
XIII.	INTEGRATION	11
XIV.	PUBLIC COMMENT	11
XV.	ATTORNEY GENERAL APPROVAL	11
XVI.	EFFECTIVE DATE.....	11

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (EPA) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders) and redelegated to EPA, Region 1's Director of the Office of Site Remediation and Restoration.

2. This Settlement Agreement is made and entered into by EPA and Gould Electronics, Inc. ("Settling Party"). Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the New Hampshire Dioxane Site ("Site") located in Atkinson and Hampstead, New Hampshire. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

5. In performing response action, EPA has incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

7. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party 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 facts or allegations contained in this Section.

III. PARTIES BOUND

8. This Settlement Agreement shall be binding upon EPA and upon Settling Party and its successors, and assigns. Any change in ownership or corporate or other legal status of Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its appendices, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Day” or “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 or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the effective date of this Settlement Agreement as provided by Section XVI.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“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 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“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.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Settling Party.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has incurred at or in connection with the Site through the Effective Date, plus accrued Interest on all such costs through such date, for the removal action described in the Action Memorandum for the Site, dated June 10, 2013, and Action Memorandum Addendum for the Site, dated February 11, 2014.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Party” shall mean Gould Electronics Inc.

“Site” shall mean the New Hampshire Dioxane Site, located in Atkinson and Hampstead, New Hampshire.

“State” shall mean the State New Hampshire.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. PAYMENT OF RESPONSE COSTS

10. **Payment by Settling Party for Past Response Costs.** Within 30 days after the Effective Date, Settling Party shall pay to EPA one million nine hundred thousand dollars (\$1,900,000), plus an additional sum for Interest on that amount calculated from March 28, 2016 through the date of payment.

11. Settling Party shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) 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”

Such payment shall reference Site/Spill ID Number 01 KA and the EPA docket number for this action.

12. **Deposit of Payment.** The total amount to be paid by Settling Party pursuant to Paragraph 10 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

13. **Notice of Payment.** At the time of payment, Settling Party shall send notice that payment has been made to EPA in accordance with Section XII (Notices and Submissions), and to the EPA Cincinnati Finance Center (CFC) by email or by regular mail at:

EPA CFC by email: cinwd_acctsreceivable@epa.gov

EPA CFC by regular mail: EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number 01 KA and the EPA docket number for this action.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

14. **Interest on Late Payments.** If Settling Party fails to make any payment required by Paragraph 10 (Payment by Settling Party for Past Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

15. Stipulated Penalty

a. If any amounts due to EPA under Paragraph 10 (Payment by Settling Party for Past Response Costs) are not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14 (Interest on Late Payments), \$1,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. Settling Party shall identify all payments to EPA under this Paragraph as "stipulated penalties," shall reference Site/Spill ID Number 01 KA and the EPA docket number for this action, and shall make payment by Fedwire Electronic Funds Transfer (EFT) 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"

c. At the time of payment, Settling Party shall send notice that payment has been made as provided in Paragraph 13 (Notice of Payment).

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

16. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to

comply with the requirements of this Settlement Agreement it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

17. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Party from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY EPA

18. **Covenants for Settling Party by EPA.** Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. These covenants extend only to Settling Party and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

19. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within Paragraph 18 (Covenants for Settling Party by EPA). Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to:

- a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

20. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANTS BY SETTLING PARTY

21. **Covenants by Settling Party.** Settling Party 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 Past Response Costs and this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund 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;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New Hampshire, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and
- c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

22. Nothing in this Settlement Agreement 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).

23. **Waiver of Claims by Settling Party**

a. Settling Party agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) ***De Micromis Waiver.*** For all matters relating to the Site against any person where the person's liability to Settling Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) ***De Minimis/Ability to Pay Waiver.***

- i. For all response costs relating to the Site against any person that in the future enters into a final CERCLA Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA under which CERCLA Sections 113(f)(2) and 122(g)(5) contribution action protection for "matters addressed" is for all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; or

- ii. for all past response costs relating to the Site against any person that in the future enters into a final CERCLA Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA under which CERCLA Sections 113(f)(2) and 122(g)(5) contribution action protection for "matters addressed" is only for past response costs, as defined in such *de minimis* or limited ability to pay settlement, which were incurred at or in connection with the Site.

b. Exceptions to Waivers

(1) The waivers under this Paragraph 23 shall not apply with respect to any defense, claim, or cause of action that Settling Party may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against Settling Party.

(2) The waivers under this Paragraph 23 shall not apply to Settling Party's contractual indemnification claims, if any, against any person.

(3) The waiver under Paragraph 23.a(1) (*De Micromis* Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

24. Except as provided in Paragraph 23 (Waiver of Claims by Settling Party), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section IX (Covenants by Settling Party), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. 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).

25. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the

United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and 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, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs.

26. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

27. Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

28. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by EPA set forth in Section VII.

29. Effective upon signature of this Settlement Agreement by Settling Party, Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Settling Party the payment(s) required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 25, and that, in any action brought by the United States related to the "matters addressed," such Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Party that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XI. RETENTION OF RECORDS

30. Until 5 years after the Effective Date, Settling Party shall preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site, and all Records that

relate to the liability of any person under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

31. After the conclusion of the 5-year record retention period, Settling Party shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, within 90 days of EPA's receipt of such notice, and except as provided in Paragraph 32 (Privileged and Protected Claims), Settling Party shall deliver any such Records to EPA.

32. Privileged and Protected Claims

a. Settling Party may assert that all or part of a Record is privileged or protected as provided under federal law, provided it complies with Paragraph 32.b, and except as provided in Paragraph 32.c.

b. If Settling Party asserts a claim of privilege or protection, it shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Party shall provide the Record to EPA in redacted form to mask the privileged or protected information only. Settling Party shall retain all Records that it claims to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Settling Party's favor.

c. Settling Party may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Party is required to create or generate pursuant to this Settlement Agreement:

33. **Business Confidential Claims.** Settling Party may assert that all or part of a Record submitted to EPA under this Section (Retention of Records) is business confidential 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). Settling Party shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Settling Party asserts a business confidentiality claim. Records that Settling Party claims to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Party that the Records 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 Records without further notice to Settling Party.

34. Settling Party certifies 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 (other than identical copies) relating to its potential liability regarding the Site since notification

of potential liability by the United States and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XII. NOTICES AND SUBMISSIONS

35. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

John Hultgren, Esq.
Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency
5 Post Office Square - Suite 100 (OES04-2)
Boston, MA 02109-3912
hultgren.john@epa.gov

Tina Hennessy
Enforcement Coordinator
Office of Site Remediation and Restoration
U.S. Environmental Protection Agency
5 Post Office Square - Suite 100 (OSRR02-2)
Boston, MA 02109-3912
hennessy.tina@epa.gov

As to Settling Party:

John A. Rego, Esq.
Jones Day
901 Lakeside Ave.
Cleveland, Ohio 44114
jreg@jonesday.com

John Callahan
Chief Administrative Officer
Gould Electronics Inc.
2555 W. Fairview Street, Suite 103
Chandler, AZ 85224
jcallahan@gouldelectronics.com

XIII. INTEGRATION

36. This Settlement Agreement constitutes 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.

XIV. PUBLIC COMMENT

37. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XV. ATTORNEY GENERAL APPROVAL

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


XVI. EFFECTIVE DATE

39. The Effective Date of this Settlement Agreement shall be the date upon which EPA issues written notice to Settling Party that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

03/02/18
Dated

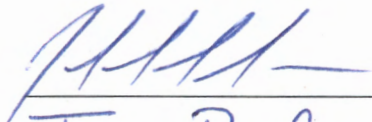

Bryan Olson, Director
Office of Site Remediation and Restoration, Region 1

Signature Page for Settlement Agreement Regarding New Hampshire Dioxane Site

FOR Gould Electronics Inc.:

05-FEB-18

Dated


Name: JOHN P CALLAHAN
Title: CHIEF ADMINSTRATOR OFFICER
Company: GOULD ELECTRONICS INC
Address: 2555 W FAIRVIEW ST
CHANDLER, AZ 85224

human-studies-review-board. In addition, information regarding the HSRB's Final Report, will be found at <http://www2.epa.gov/osa/human-studies-review-board> or from Thomas O'Farrell listed under **FOR FURTHER INFORMATION, CONTACT**.

Dated: March 26, 2018.

Jennifer Orme-Zavaleta,
EPA Science Advisor.

[FR Doc. 2018-06990 Filed 4-4-18; 8:45 am]

BILLING CODE 6560-50-P

ENVIRONMENTAL PROTECTION AGENCY

[EPA-R05-OAR-2017-0579; FRL-9976-12-Region 5]

Adequacy Status of the Sheboygan County, Wisconsin Area for the Submitted 2008 Ozone Standard Attainment Demonstration for Transportation Conformity Purposes

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice of finding of adequacy.

SUMMARY: In this notice, the EPA is notifying the public that we find the motor vehicle emissions budgets (MVEBs) for volatile organic compounds (VOCs) and oxides of nitrogen (NO_x) in the Sheboygan County, Wisconsin 2008 Ozone Standard nonattainment area adequate for use in transportation conformity determinations. On September 25, 2017, Wisconsin submitted a 2008 Ozone Standard Attainment Demonstration for Sheboygan County, which included the MVEBs for 2017 and 2018. As a result of our finding, this area must use these MVEBs from the submitted Attainment Demonstration for future transportation conformity determinations.

DATES: This finding is applicable April 20, 2018.

FOR FURTHER INFORMATION CONTACT: Michael Leslie, Environmental Engineer, Control Strategies Section (AR-18J), Air Programs Branch, Air and Radiation Division, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, (312) 353-6680, leslie.michael@epa.gov.

SUPPLEMENTARY INFORMATION: Throughout this document, whenever "we", "us" or "our" is used, we mean EPA.

Background

This notice is an announcement of a finding that we have already made. On January 17, 2018, EPA sent a letter to the Wisconsin Department of Natural

Resources stating that the 2017 and 2018 MVEBs contained in the Attainment Demonstration for the 2008 Ozone Standard for Sheboygan County are adequate for transportation conformity purposes. Receipt of these MVEBs was announced on EPA's transportation conformity website, and no comments were submitted. The finding is available at EPA's conformity website: <https://www.epa.gov/state-and-local-transportation/adequacy-review-state-implementation-plan-sip-submissions-conformity>.

The 2017 and 2018 MVEBs, in tons per day (tpd), for VOCs and NO_x for the Sheboygan County, Wisconsin area are as follows:

Sheboygan County	NO _x (tpd)	VOCs (tpd)
2017	1.62	3.29
2018	1.49	2.96

Transportation conformity is required by section 176(c) of the Clean Air Act. EPA's conformity rule requires that transportation plans, programs, and projects conform to state air quality implementation plans and establishes the criteria and procedures for determining whether or not they do conform. Conformity to a State Implementation Plan (SIP) means that transportation activities will not produce new air quality violations, worsen existing violations, or delay timely attainment of the national ambient air quality standards.

The criteria by which we determine whether a SIP's MVEBs are adequate for transportation conformity purposes are outlined in 40 CFR 93.118(e)(4). Please note that an adequacy review is separate from EPA's completeness review, and is also a separate action from EPA's evaluation of and decision whether to approve a proposed SIP revision.

Authority: 42 U.S.C. 7401-7671 q.

Dated: March 20, 2018.

Edward H. Chu,

Acting Regional Administrator, Region 5.

[FR Doc. 2018-06793 Filed 4-4-18; 8:45 am]

BILLING CODE 6560-50-P

ENVIRONMENTAL PROTECTION AGENCY

[9976-15-Region 1]

Proposed CERCLA Administrative Cost Recovery Settlement; Gould Electronics Inc., New Hampshire Dioxane Site, Atkinson/Hampstead, New Hampshire

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice of proposed settlement; request for public comments.

SUMMARY: In accordance with section 122(i) of the Comprehensive Environmental Response Compensation, and Liability Act, as amended ("CERCLA"), notice is hereby given of a proposed administrative Settlement Agreement for recovery of Past Response Costs, as defined in the Settlement Agreement, under CERCLA section 122(h) of CERCLA, concerning the New Hampshire Dioxane Site, located in Atkinson and Hampstead, New Hampshire with Gould Electronics Inc. The settlement requires Gould Electronics Inc. to pay \$1,900,000, plus interest on that amount calculated from March 28, 2016 through the date of payment, to the Hazardous Substance Superfund.

DATES: Comments must be submitted by May 7, 2018.

ADDRESSES: Comments should be addressed to John Hultgren, Enforcement Counsel, U.S. Environmental Protection Agency, 5 Post Office Square, Suite 100 (OES04-2), Boston, MA 02109-3912 and should refer to: *In re: New Hampshire Dioxane Site*, EPA Region 1 CERCLA Docket No. 01-2018-0013.

FOR FURTHER INFORMATION CONTACT: A copy of the proposed Settlement Agreement may be obtained from John Hultgren, Enforcement Counsel, U.S. Environmental Protection Agency, 5 Post Office Square, Suite 100 (OES04-2), Boston, MA 02109-3912; (617) 918-1761; hultgren.john@epa.gov.

SUPPLEMENTARY INFORMATION: For 30 days following the date of publication of this notice, the Agency will receive written comments relating to the settlement. The United States will consider all comments received and may modify or withdraw its consent to the settlement if comments received disclose facts or considerations which indicate that the settlement is inappropriate, improper, or inadequate. The Agency's response to any comments received will be available for public inspection at 5 Post Office Square, Boston, MA 02109-3912.

The proposed Settlement Agreement includes a covenant from EPA not to sue or take administrative action against Gould Electronics Inc. pursuant to section 107(a) of CERCLA, 42 U.S.C. 9607(a), to recover Past Response Costs, and protection for Gould Electronics, Inc. from contribution actions or claims as provided by sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. Section 9613(f)(2) and 9622(h)(4). The settlement has been approved by the

Environmental and Natural Resources
Division of the United States
Department of Justice.

Dated: March 2, 2018.

Nancy Barmakian,

*Acting Director, Office of Site Remediation
and Restoration.*

[FR Doc. 2018-06779 Filed 4-4-18; 8:45 am]

BILLING CODE 6560-50-P

ENVIRONMENTAL PROTECTION AGENCY

[FRL-9976-33-OA]

Notification of a Public Teleconference of the Chartered Clean Air Scientific Advisory Committee (CASAC) and the CASAC Sulfur Oxides Panel

AGENCY: Environmental Protection
Agency (EPA).

ACTION: Notice.

SUMMARY: The Environmental Protection Agency (EPA) Science Advisory Board (SAB) Staff Office announces a public teleconference of the Chartered Clean Air Scientific Advisory Committee (CASAC) and CASAC Sulfur Oxides Panel to discuss the CASAC draft reviews of the EPA's *Risk and Exposure Assessment for the Review of the Primary National Ambient Air Quality Standard for Sulfur Dioxide (External Review Draft)* and *Policy Assessment for the Review of the Primary National Ambient Air Quality Standard for Sulfur Dioxide (External Review Draft)*.

DATES: The teleconference will be held on Friday, April 20, 2018, from 9:00 a.m. to 12:00 p.m. (Eastern Time).

LOCATION: The public teleconference will be held by telephone only.

FOR FURTHER INFORMATION CONTACT: Any member of the public wishing to obtain information concerning the public meeting may contact Mr. Aaron Yeow, Designated Federal Officer (DFO), EPA Science Advisory Board Staff Office (1400R), U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue NW, Washington, DC 20460; by telephone at (202) 564-2050 or at yeow.aaron@epa.gov. General information about the CASAC, as well as any updates concerning the meetings announced in this notice, may be found on the CASAC web page at <http://www.epa.gov/casac>.

SUPPLEMENTARY INFORMATION: The CASAC was established pursuant to the Clean Air Act (CAA) Amendments of 1977, codified at 42 U.S.C. 7409(d)(2), to review air quality criteria and National Ambient Air Quality Standards

(NAAQS) and recommend any new NAAQS and revisions of existing criteria and NAAQS as may be appropriate. The CASAC is a Federal Advisory Committee chartered under the Federal Advisory Committee Act (FACA), 5 U.S.C., App. 2. Section 109(d)(1) of the CAA requires that the Agency periodically review and revise, as appropriate, the air quality criteria and the NAAQS for the six "criteria" air pollutants, including sulfur oxides. EPA is currently reviewing the primary (health-based) NAAQS for sulfur dioxide (SO₂), as an indicator for health effects caused by the presence of sulfur oxides in the ambient air.

Pursuant to FACA and EPA policy, notice is hereby given that the Chartered CASAC and the CASAC Sulfur Oxides Panel will hold a public teleconference to discuss the draft CASAC reviews of the EPA's *Risk and Exposure Assessment for the Review of the Primary National Ambient Air Quality Standard for Sulfur Dioxide (External Review Draft)* and *Policy Assessment for the Review of the Primary National Ambient Air Quality Standard for Sulfur Dioxide (External Review Draft)*. The CASAC Sulfur Oxides Panel and CASAC will comply with the provisions of FACA and all appropriate SAB Staff Office procedural policies.

Technical Contacts: Any technical questions concerning the *Risk and Exposure Assessment for the Review of the Primary National Ambient Air Quality Standard for Sulfur Dioxide (External Review Draft)* and *Policy Assessment for the Review of the Primary National Ambient Air Quality Standard for Sulfur Dioxide (External Review Draft)* should be directed to Dr. Nicole Hagan (hagan.nicole@epa.gov), EPA Office of Air and Radiation.

Availability of Meeting Materials: Prior to the meeting, the review documents, agenda and other materials will be available on the CASAC web page at <http://www.epa.gov/casac/>.

Procedures for Providing Public Input: Public comment for consideration by EPA's federal advisory committees and panels has a different purpose from public comment provided to EPA program offices. Therefore, the process for submitting comments to a federal advisory committee is different from the process used to submit comments to an EPA program office.

Federal advisory committees and panels, including scientific advisory committees, provide independent advice to EPA. Members of the public can submit relevant comments on the topic of this advisory activity, including the charge to the panel and the EPA

review documents, and/or the group conducting the activity, for the CASAC to consider as it develops advice for EPA. Input from the public to the CASAC will have the most impact if it provides specific scientific or technical information or analysis for CASAC panels to consider, or if it relates to the clarity or accuracy of the technical information. Members of the public wishing to provide comment should follow the instructions below to submit comments.

Oral Statements: In general, individuals or groups requesting an oral presentation on a public teleconference will be limited to three minutes. Each person making an oral statement should consider providing written comments as well as their oral statement so that the points presented orally can be expanded upon in writing. Interested parties should contact Mr. Aaron Yeow, DFO, in writing (preferably via email) at the contact information noted above by April 13, 2018, to be placed on the list of public speakers.

Written Statements: Written statements will be accepted throughout the advisory process; however, for timely consideration by CASAC members, statements should be supplied to the DFO (preferably via email) at the contact information noted above by April 13, 2018. It is the SAB Staff Office general policy to post written comments on the web page for the advisory meeting or teleconference. Submitters are requested to provide an unsigned version of each document because the SAB Staff Office does not publish documents with signatures on its websites. Members of the public should be aware that their personal contact information, if included in any written comments, may be posted to the CASAC website. Copyrighted material will not be posted without explicit permission of the copyright holder.

Accessibility: For information on access or services for individuals with disabilities, please contact Mr. Aaron Yeow at (202) 564-2050 or yeow.aaron@epa.gov. To request accommodation of a disability, please contact Mr. Yeow preferably at least ten days prior to each meeting to give EPA as much time as possible to process your request.

Dated: March 26, 2018.

Khanna Johnston,

*Deputy Director, EPA Science Advisory Board
Staff Office.*

[FR Doc. 2018-06992 Filed 4-4-18; 8:45 am]


BILLING CODE 6560-50-P

CERCLA SETTLEMENT AGREEMENT
NEW HAMPSHIRE DIOXANE SITE

PUBLIC COMMENT PERIOD RESPONSIVENESS SUMMARY

Section 122(i) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (“CERCLA”), 42 U.S.C. § 9622(i), requires EPA to publish in the Federal Register notice of proposed administrative settlements entered under Section 122(h) of CERCLA, 42 U.S.C. § 6922(h), and, for a 30-day period beginning on the date of publication, to provide an opportunity for persons who are not parties to the proposed settlement to file written comments relating to the proposed settlement. Section 122(i) further requires EPA to consider any comments filed during the 30-day period and permits EPA to withdraw or withhold consent to the proposed settlement if such comments disclose facts or considerations indicating that the proposed settlement is inappropriate, improper, or inadequate.

In accordance with Section 122(i) of CERCLA, EPA published notice of a proposed administrative settlement, EPA Docket CERCLA 01-2018-0013, concerning the New Hampshire Dioxane Site located in Atkinson and Hampstead, New Hampshire in the Federal Register on April 5, 2018 in 83 Federal Register 14,637. EPA did not receive any written comments on the proposed settlement during the 30-day period. The Settlement Agreement will become effective when EPA notifies Gould Electronics Inc. that there were no comments received requiring the Agency to modify or withdraw from the Settlement Agreement. In accordance with Paragraph 10 (Payment by Settling Party for Past Response Costs) of the Settlement Agreement, payment is due within 30 days of the date of that Notice.



Bryan Olson, Director
Office of Site Remediation and Restoration

05/11/18

Date



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 1

5 Post Office Square - Suite 100

Boston, MA 02109-3912

BY ELECTRONIC MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 22, 2018

John A. Rego, Esq.
Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, OH 44114-2378
jreg@beneschlaw.com

Re: *In the Matter of New Hampshire Dioxane Site, Atkinson/Hampstead, New Hampshire --*
Settlement Agreement, CERCLA Docket No. 01-2018-0013

Dear Mr. Rego:

On March 2, 2018, the U.S. Environmental Protection Agency ("EPA") signed the above-referenced Settlement Agreement between EPA and Gould Electronics Inc. ("GEI"). EPA published notice of the Settlement Agreement in the Federal Register on April 5, 2018 (83 Fed. Reg. 14,637) to provide the public with notice of the Settlement Agreement and the opportunity to comment. Under Paragraph 37 of the Settlement Agreement, EPA may modify or withdraw its consent to the Settlement Agreement if comments received disclose facts or considerations that indicate that the Settlement Agreement is inappropriate, improper, or inadequate.

EPA received no comments regarding the Settlement Agreement. As such, EPA hereby notifies you that it does not need to modify or withdraw from the Settlement Agreement. Pursuant to Paragraph 39 of the Settlement Agreement, the effective date of the Settlement Agreement shall be the date of this notification, and pursuant to Paragraph 10, a payment of \$1.9 million, plus an additional sum for interest on that amount calculated from March 28, 2016 through the date of payment is required within 30 days of the effective date. Per your email, dated May 17, 2018, I understand that GEI would like to make payment on June 18, 2018. EPA has calculated interest will amount to \$31,747.47 on that date, thus requiring a total payment of \$1,931,747.47 on or before June 18, 2018.

Per the terms of the Settlement Agreement, payment shall be made to EPA by Electronic Funds Transfer ("EFT") 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"

Such payment shall reference Site/Spill ID Number 01 KA and the EPA docket number (CERCLA Docket No. 01-2018-0013) for this action.

At the time of payment, notice shall be sent to the EPA Cincinnati Finance Center (CFC) by email or by regular mail at:

EPA CFC by email: cinwd_acctsreceivable@epa.gov

EPA CFC by regular mail: EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

At the time of payment, notice shall also be sent to me and Tina Hennessy by email or regular mail at:

John Hultgren, Esq.
Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency
5 Post Office Square - Suite 100 (OES04-2)
Boston, MA 02109-3912
hultgren.john@epa.gov

Tina Hennessy
Enforcement Coordinator
Office of Site Remediation and Restoration
U.S. Environmental Protection Agency
5 Post Office Square - Suite 100 (OSRR02-2)
Boston, MA 02109-3912
hennessy.tina@epa.gov

Such notices shall reference Site/Spill ID Number 01 KA and the EPA docket number (CERCLA Docket No. 01-2018-0013) for this action.

If you have any questions, please contact me at (617) 918-1761 or hultgren.john@epa.gov. Otherwise, John Callahan of GEI may directly contact Tina Hennessy at (617) 918-1216 or hennessy.tina@epa.gov. Please be informed that the EPA public affairs office is planning to issue a press release about this Settlement Agreement.

Sincerely,



John Hultgren
Enforcement Counsel

cc by email: EPA Cincinnati Finance Office
Tina Hennessy, EPA

cc by email and first class mail: John Callahan
Chief Administrative Officer
Gould Electronics Inc.
2555 W. Fairview Street, Suite 103
Chandler, AZ 85224
jcallahan@gouldelectronics.com