

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ADMINISTRATOR**

In the Matter of:)
)
August Mack Environmental, Inc.,) Docket No. CERCLA-HQ-2017-0001
)
Requestor.)

**AUGUST MACK ENVIRONMENTAL, INC.'S SECOND MOTION
TO SUBMIT ADDITIONAL DOCUMENTS INTO THE RECORD**

August Mack Environmental, Inc. ("AME"), for its Second Motion to Submit Additional Documents into the Record, states the following:

1. In its September 8, 2021 Order of Redesignation and Prehearing Order, the Tribunal ordered the parties to submit exhibits with its prehearing exchanges and said that permission was needed to submit additional documents into evidence.
2. On October 22, 2021, AME filed its Initial Prehearing Exchange and 322 numbered exhibits (RX 001-322). (AME Initial Prehrg. Exch., pp. 4-19.)
3. In addition, it identified the following documents as exhibits it would rely on as evidence in this matter, including, but not limited to, documents identified through the discovery phase of this case, deposition transcripts, video recordings of depositions, deposition exhibits, written discovery requests and responses, and any document necessary for impeachment or rebuttal. (*Id.* at 19.)
4. Further, AME expressly reserved the right to identify additional exhibits as discovery progressed. (*Id.*)

5. On November 29, 2021, AME filed its rebuttal prehearing exchange, which included a supplemental list of exhibits and documents in response to EPA's prehearing exchange, and these documents were marked RX 323-RX 328.

6. On September 16, 2022, AME filed its Motion to Submit Additional Documents into the Record, including documents marked RX 329 – RX 340.

7. In accordance with its initial prehearing exchange and orders, AME submits the complete Settlement Agreement for the Mohawk Tannery Site as RX 341.

8. This document is necessary to rebut EPA's arguments.

9. On October 28, 2022, EPA filed its response to AME's Motion for Accelerated Decision.

10. In its response to AME's statement of undisputed material facts, EPA disputed that it has never preauthorized an innocent non-settling private party. (EPA Resp. SMF, ¶ 119.) In that paragraph, EPA stated that "the Mohawk Tannery PDD [] provided preauthorization to a non-labile party in the context of a Prospective Purchaser Agreement." (*Id.*)

11. EPA cited AX 11 to support its dispute, which is the PDD for the Mohawk Tannery Site and a single appendix to the Mohawk Tannery Administrative Settlement Agreement.

12. In addition, in its response to AME's motion for accelerated decision, EPA stated, "AME's argument that EPA *never* grants preauthorization to non-labile parties is

simply factually incorrected, as established in the record. *See* AX 11.” (EPA Resp. MFAD, p. 41.)

13. AME is moving to enter the entire Administrative Settlement Agreement for the Mohawk Tannery Site into the record as RX 341.

14. There is good cause to enter this document into the record as evidence because it is relevant, supports AME’s position, rebuts EPA’s arguments, and having a complete document in the record instead of the excerpt is warranted.

15. Moreover, in the agreement, EPA and the prospective purchaser, Blaylock Holdings, LLC, acknowledged there was “risk of claims under CERCLA being asserted against the Purchaser . . . as a consequence of Purchaser’s activities at the Site” so “one of the purposes of this Settlement is to resolve Purchaser’s potential CERCLA liability” (*Id.* at p. 1 ¶ 5.) The parties then note that the agreement is “[t]he resolution of this potential liability[.]” (*Id.* at ¶ 6.) Stated differently, EPA has admitted that the purchaser who received preauthorization in the Mohawk Tannery matter was a potentially liable party that was settling that liability with EPA.

16. Lastly, it is AME’s understanding that this settlement agreement can be located at CERCLA Docket No. 01-2020-0063, and the Tribunal should take judicial notice of it.

Respectfully submitted,



Bradley R. Sugarman

Philip R. Zimmerly

Jackson L. Schroeder

BOSE MCKINNEY & EVANS LLP

111 Monument Circle, Suite 2700

Indianapolis, Indiana 46204

Telephone: (317) 684-5000

Facsimile: (317) 684-5173

BSugarman@boselaw.com

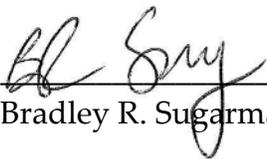
PZimmerly@boselaw.com

JSchroeder@boselaw.com

*Attorneys for August Mack Environmental,
Inc.*

Certificate of Service

I certify that the foregoing was filed and served on the Chief Administrative Law Judge Biro on November 11, 2022 through the Office of Administrative Law Judge's e-filing system, and that a copy of this document was also served on opposing counsel at the following e-mail addresses: cohan.benjamin@epa.gov and Berg.ElizabethG@epa.gov.


Bradley R. Sugarman

UNITED STATES DEPARTMENT OF JUSTICE
AND
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 1

IN THE MATTER OF:)
)
Mohawk Tannery Site,)
Nashua, New Hampshire)
)
Blaylock Holdings, LLC,)
)
Purchaser)
)
Proceeding Under the Comprehensive)
Environmental Response, Compensation,)
and Liability Act, 42 U.S.C. §§ 9601–9675)

CERCLA Docket No. 01-2020-0063

**ADMINISTRATIVE SETTLEMENT
AGREEMENT
FOR REMOVAL ACTION**

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS	1
II.	PARTIES BOUND	2
III.	DEFINITIONS	2
IV.	STATEMENT OF FACTS.....	5
V.	DETERMINATIONS.....	6
VI.	DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON- SCENE COORDINATOR	7
VII.	REMOVAL ACTION TO BE PERFORMED	8
VIII.	CLAIMS AGAINST THE SUPERFUND	13
IX.	PROPERTY REQUIREMENTS.....	15
X.	ACCESS TO INFORMATION.....	17
XI.	RECORD RETENTION	18
XII.	COMPLIANCE WITH OTHER LAWS.....	19
XIII.	EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES.....	19
XIV.	STIPULATED PENALTIES	20
XV.	DISPUTE RESOLUTION.....	22
XVI.	FORCE MAJEURE	23
XVII.	CERTIFICATION	24
XVIII.	COVENANTS BY UNITED STATES	24
XIX.	RESERVATIONS OF RIGHTS BY UNITED STATES	25
XX.	COVENANTS BY PURCHASER	26
XXI.	OTHER CLAIMS.....	27
XXII.	EFFECT OF SETTLEMENT/CONTRIBUTION	28
XXIII.	RELEASE AND WAIVER OF LIENS.....	29
XXIV.	INDEMNIFICATION.....	29
XXV.	INSURANCE.....	30
XXVI.	FINANCIAL ASSURANCE	30
XXVII.	MODIFICATION	34
XXVIII.	NOTICE OF COMPLETION OF WORK.....	34
XXIX.	PUBLIC COMMENT	35
XXX.	EFFECTIVE DATE	35
XXXI.	INTEGRATION/APPENDICES	36
XXXII.	DISCLAIMER.....	36
XXXIII.	ENFORCEMENT	36
XXXIV.	NOTICES AND SUBMISSIONS.....	37

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement for Removal Action (“Settlement”) is entered into voluntarily by and between the United States on behalf of the Environmental Protection Agency (EPA) and Blaylock Holdings, LLC (“Purchaser”). This Settlement provides for the performance of a removal action by Purchaser and the payment of certain response costs incurred by the United States at or in connection with certain properties located in Nashua, New Hampshire (the “Property”), (i) approximately 30 acres known as the Mohawk Tannery Site (the “Site” or “Mohawk Site”), (ii) for the purposes of this action, an approximately 5-acre Fimbel Door property where Mohawk Tannery wastes were disposed of in a landfill (the “Fimbel Property”), and (iii) the approximately 5 acre City of Nashua, NH Broad Street Parkway right-of-way property (the “City ROW”), collectively the “Property.” (see Appendix C for Property description and Site plan).

2. This Settlement is entered into pursuant to the authority of the Attorney General to compromise and settle claims of the United States, consistent with the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9601-9675. EPA is proceeding under the CERCLA authority vested in the President of the United States and delegated to the Administrator of EPA and further delegated to the undersigned Regional official.

3. The United States and Purchaser (collectively, “the Parties”) agree that the United States District Court for the District of New Hampshire will have jurisdiction pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), for any enforcement action brought with respect to this Settlement.

4. EPA has notified the State of New Hampshire (the “State”) and the City of Nashua, New Hampshire (the “City”) of this action.

5. Purchaser represents that it is a bona fide prospective purchaser (BFPP) as defined by Section 101(40) and 107(r)(1) of CERCLA, 42 U.S.C. § 9601(40) and 9607(r)(1), and has complied with and agrees to comply with Section 101(40) and 107(r) during its ownership of the Property, and thus qualifies for the protection from liability under CERCLA set forth in Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), with respect to the Property. In view, however, of the complex nature and significant extent of the Work (herein defined) to be performed in connection with the removal action at the Site, and the risk of claims under CERCLA being asserted against Purchaser notwithstanding Section 107(r)(1) as a consequence of Purchaser’s activities at the Site pursuant to this Settlement, one of the purposes of this Settlement is to resolve Purchaser’s potential CERCLA liability in accordance with the covenants not to sue in Section XVIII (Covenants by United States), subject to the reservations and limitations contained in Section XIX (Reservations of Rights by United States).

6. The resolution of this potential liability, in exchange for Purchaser’s performance of the Work and reimbursement of certain response costs is fair, reasonable, and in the public interest.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

7. The Parties recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Purchaser in accordance with this Settlement do not constitute an admission of any liability. Purchaser does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the statement of facts and determinations in Sections IV (Statement of Facts) and V (Determinations) of this Settlement. Purchaser agrees to comply with and be bound by the terms of this Settlement, including, but not limited to, all documents approved under and incorporated by reference into this Settlement, and further agrees that it will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

8. This Settlement is binding upon the United States, and upon Purchaser and its successors and assigns. Any change in ownership or corporate status of Purchaser does not alter Purchaser's responsibilities under this Settlement.

9. The undersigned representative of Purchaser certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Purchaser to this Settlement.

10. Purchaser shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing Purchaser 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. Purchaser or its contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Purchaser shall nonetheless be responsible for ensuring that its contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

11. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

“Action Memorandum” shall mean the EPA Action Memorandum relating to the Site signed on September 30, 2019 by the Regional Administrator, EPA Region 1, or his/her delegate, and all attachments thereto, including the Mohawk Technical Memorandum dated April 2, 2020. The “Action Memorandum” is attached as Appendix A.

“ACM” shall mean asbestos containing material.

“BFPP” shall mean a bona fide prospective purchaser as described in Section 101(40) of CERCLA, 42 U.S.C. § 9601(40).

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

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

“City ROW” or “ROW” shall mean for the purposes of this Settlement, the approximately 5-acre City of Nashua, New Hampshire Broad Street Parkway right-of-way property.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement, 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 United States Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXX.

“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.

“Existing Contamination” shall mean:

- a. any hazardous substances, pollutants or contaminants present or existing on or under the Property prior to or as of the Effective Date;
- b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the Effective Date; and
- c. any hazardous substances, pollutants or contaminants present or existing at the Site as of the Effective Date that migrate onto or under or from the Property after the Effective Date.

“Fimbel Property” shall mean, for the purposes of this Settlement, an approximately 5-acre Fimbel Door property where Mohawk Tannery wastes were disposed of in a landfill.

“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 <http://www.epa.gov/superfund/superfund-interest-rates>.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

“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.

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

“OSC” shall mean the On-Scene Coordinator as defined in 40 C.F.R. § 300.5.

“Oversight Costs” shall mean all costs, including, but not limited to direct and indirect costs that the United States incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing or overseeing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, and laboratory costs.

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

“Parties” shall mean the United States and Purchaser.

“Post-Removal Site Control(s)” shall mean actions necessary to ensure the effectiveness and integrity of the removal action to be performed pursuant to this Settlement consistent with Sections 300.415(*l*) and 300.5 of the NCP and “Policy on Management of Post-Removal Site Control” (OSWER Directive No. 9360.2-02, Dec. 3, 1990).

“Property” shall mean the Mohawk Site, the Fimbel Property, and the City ROW, all of which are generally depicted in Appendix C of this Settlement.

“Purchaser” shall mean Blaylock Holdings, LLC.

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

“Reimbursable Preauthorized Mix Funding Costs” shall mean the necessary costs incurred in completing the Work in accordance with this Settlement and Appendix E (Preauthorization Decision Document), and must otherwise meet the requirements of 40 C.F.R. Part 307.

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

“Settlement” shall mean this Administrative Settlement Agreement for Removal Action and all appendices attached hereto (listed in Section XXXI (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

“Site” or “Mohawk Site” shall mean the Mohawk Tannery Site, encompassing approximately 30 acres, located at the intersection of Fairmount Street and Warsaw Avenue

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

in Nashua, Hillsborough County, New Hampshire, as depicted generally on the map attached as Appendix C.

“State” shall mean the State of New Hampshire.

“Statement of Work” or “SOW” shall mean the document describing the activities Purchaser must perform to implement the removal action pursuant to this Settlement, as set forth in Appendix B, and any modifications made thereto in accordance with this Settlement.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

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

“Waste Material” shall mean (a) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (d) any “hazardous waste,” “hazardous materials,” and “solid waste” as defined in New Hampshire RSA 147-A, RSA 147-B, and RSA 149-M and the related administrative rules.

“Work” shall mean all activities and obligations Purchaser is required to perform under this Settlement except those required by Section XI (Record Retention).

IV. STATEMENT OF FACTS

12. The former Mohawk Tannery, also known as Granite State Leathers, operated at the property located at the intersection of Fairmont Street and Warsaw Avenue where it produced tanned hides for leather between 1924 and 1984. The Mohawk Site consists of two contiguous parcels of approximately 15 acres each: the northern parcel which housed the tannery and waste disposal operations; and the southern parcel which remains undeveloped, although affected by ACM.

13. The Chester Realty Trust is the current owner of the Mohawk Site. EPA, and the Chester Realty Trust have a settlement agreement for the Site (CERCLA Docket No. 01-2005-0053). Both the northern and southern parcels are under a purchase and sale agreement with the Purchaser, Blaylock Holdings, LLC. Purchaser also has executed a purchase and sale agreement to acquire the Fimbel Property from the current owner. Purchaser also intends to acquire the City ROW from the City of Nashua.

14. The tannery produced sludge and acidic residues much of which were disposed in two lagoons and other areas on the Site. The sludge and the soils in these areas are contaminated with heavy metals and semi-volatile organic compounds, including among other substances: dioxins, 4-methylphenol, arsenic, antimony, cadmium, manganese,

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

pentachlorophenol, and benzo(a)pyrene. Studies also show that ACM is found in some areas on the surface and within the subsurface soil.

15. EPA and NHDES have been involved with response activities at the Mohawk Tannery Site since on or about August 11, 1999. EPA and NHDES have provided the Purchaser information in EPA's and NHDES's possession concerning the Existing Contamination on the Site, and all adjacent properties contained in reports prepared by or on behalf of EPA and NHDES, including, without limitation, those items in the Administrative Records for the Site.

16. EPA proposed the Site to the National Priorities List (NPL) in May 2000. The Site has not been listed on the NPL.

17. EPA performed an engineering evaluation/cost analysis ("EE/CA") in 2002 for the Site. EPA completed an amendment to the 2002 EE/CA on July 9, 2018. The public comment period for the EE/CA, as amended, ran from July 9, 2018 to September 7, 2018. EPA issued the administrative record for the 2002 EE/CA on October 29, 2002.

18. EPA issued an Action Memorandum on September 30, 2019 for a removal action to address the Site. EPA issued the administrative record for the 2019 removal action on September 30, 2019. The removal action calls for removal of approximately 56,000 cubic yards of contaminated sludge, soils, and/or ACM from the Property. These materials will be consolidated and encapsulated with an impermeable cap in the area of the Mohawk Site where approximately 68,150 cubic yards of contaminated sludge and overlying soil is present.

V. DETERMINATIONS

19. Based on the Statement of Facts set forth above, and the administrative record, EPA has determined that:

a. The Mohawk Tannery 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 Statement of Facts above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

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

d. The conditions described in the Statement of Facts 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).

e. EPA determined in an Action Memorandum dated September 30, 2019 that the conditions at the Site described in the Statement of Facts above may constitute an imminent and substantial endangerment to the public health or welfare or the environment

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

because of an actual or threatened release of a hazardous substance from the facility within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

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

**VI. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND
ON-SCENE COORDINATOR**

20. Purchaser, and one or more contractors or subcontractors that shall be retained by Purchaser, shall perform the Work. Purchaser shall notify EPA of the names, titles, addresses, telephone numbers, email addresses, and qualifications of such contractors or subcontractors within 10 days after the retention thereof. Purchaser shall also notify EPA of the names, titles, contact information, and qualifications of any other contractors or subcontractors retained to perform the Work at least 14 days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Purchaser. If EPA disapproves of a selected contractor or subcontractor, Purchaser shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name, title, contact information, and qualifications within 14 days after EPA's disapproval. With respect to any proposed contractor, Purchaser shall demonstrate that the proposed contractor demonstrates compliance with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs – Requirements with guidance for use" (American Society for Quality, February 2014), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, Reissued May 2006) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Purchaser shall be subject to EPA's review for verification based on objective assessment criteria (e.g., experience, capacity, technical expertise) and that they do not have a conflict of interest with respect to the project.

21. Within 10 days after the Effective Date, Purchaser shall designate a Project Coordinator who shall be responsible for administration of all actions by Purchaser required by this Settlement and shall submit to EPA the designated Project Coordinator's name, title, address, telephone number, email address, and qualifications. Purchaser will ensure to the greatest extent possible, that the Project Coordinator is present on Site or readily available during Site work. EPA retains the right to disapprove of a designated Project Coordinator who does not meet the requirements of Paragraph 20. If EPA disapproves of the designated Project Coordinator, Purchaser shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information, and qualifications within 14 days following EPA's disapproval. Notice or communication relating to this Settlement from EPA to Purchaser's Project Coordinator shall constitute notice or communication to Purchaser.

22. EPA has designated Matthew Audet of the Superfund & Emergency Management Division as its On-Scene Coordinator ("OSC"). EPA and Purchaser shall have the right, subject to Paragraphs 20 and 21, to change their respective designated OSC or Project Coordinator.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

Purchaser shall notify EPA 5 days before such a change is made. The initial notification by Purchaser may be made orally, but shall be promptly followed by a written notice.

23. The OSC shall be responsible for overseeing Purchaser's implementation of this Settlement. 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, 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.

VII. REMOVAL ACTION TO BE PERFORMED

24. Purchaser shall perform, at a minimum, all actions necessary to implement the Action Memorandum and SOW. The actions to be implemented generally include, but are not limited to, the following: pre-design investigations, removal design submittals, field sampling plan, quality assurance project plan, health and safety plan, construction quality assurance/quality control plan, removal activities, removal action reports, and progress reports.

25. For any regulation or guidance referenced in the Settlement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Purchaser receives notification from EPA of the modification, amendment, or replacement.

26. Work Plan and Implementation and Review Process for Submittals

a. Within 30 days after the Effective Date, in accordance with Paragraph 27 (Submission of Deliverables), Purchaser shall submit to EPA for review and approval a draft work plan consistent with the SOW for performing the removal action (the "Removal Work Plan") generally described in Paragraph 24 above. The draft Removal Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement.

b. EPA may approve, disapprove, require revisions to, or modify the draft Removal Work Plan in whole or in part. If EPA requires revisions, Purchaser shall submit a revised draft Removal Work Plan within 24 days of receipt of EPA's notification of the required revisions. Purchaser shall implement the Removal Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Removal Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement.

c. Upon approval or approval with modifications of the Removal Work Plan, Purchaser shall commence implementation of the Work in accordance with the schedule included therein. Purchaser shall not commence or perform any Work except in conformance with the terms of this Settlement.

d. Unless otherwise provided in this Settlement, EPA will review and approve any additional deliverables that require EPA approval under this Settlement or the SOW and Removal Work Plan in accordance with this Paragraph. Once approved, or approved with modifications, any additional deliverables, and any subsequent modifications are incorporated into and become fully enforceable under this Settlement.

27. Submission of Deliverables

a. General Requirements for Deliverables

(1) Except as otherwise provided in this Settlement, Purchaser shall direct all submissions required by this Settlement to the OSC at:

Matthew Audet
On-Scene Coordinator
Superfund & Emergency Management Division
U.S. EPA - New England, Region 1
Phone: (617) 918-1449
E-mail: audet.matthew@epa.gov

Purchaser shall submit all deliverables required by this Settlement, the attached SOW, or any approved work plan to EPA in accordance with the schedule set forth in such plan.

(2) Purchaser shall submit all deliverables in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in Paragraph 27.b. Purchaser shall submit all other deliverables to EPA in the form specified by the OSC. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Purchaser shall also provide EPA with paper copies of such exhibits.

b. Technical Specifications for Deliverables

(1) Sampling and monitoring data should be submitted in Scribe, or similar format compatible with standard Regional Electronic Data Deliverable (EDD) best practices (<https://semspub.epa.gov/work/HQ/100001798.pdf>). Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

(2) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (a) in the ESRI File Geodatabase format; and (b) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://www.epa.gov/geospatial/epa-metadata-editor>.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

(3) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <http://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.

(4) Spatial data submitted by Purchaser does not, and is not intended to, define the boundaries of the Site.

28. **Health and Safety Plan.** Within 14 days after the Effective Date, Purchaser shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of Work under this Settlement. Purchaser shall prepare the plan in accordance with “OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities,” Pub. 9285.0-OIC (Nov. 2002), available on the NSCEP database at <http://www.epa.gov/nscep>, and “EPA’s Emergency Responder Health and Safety Manual,” OSWER Directive 9285.3-12 (July 2005 and updates), available at <http://www.epaosc.org/HealthSafetyManual/manual-index.htm>. In addition, Purchaser shall ensure that the plan complies 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. Purchaser shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

29. Quality Assurance, Sampling, and Data Analysis

a. Purchaser shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with “EPA Requirements for Quality Assurance Project Plans (QA/R5)” EPA/240/B-01/003 (March 2001, reissued May 2006), “Guidance for Quality Assurance Project Plans (QA/G-5)” EPA/240/R-02/009 (December 2002), and “Uniform Federal Policy for Quality Assurance Project Plans,” Parts 1-3, EPA/505/B-04/900A-900C (March 2005).

b. Within 14 days after the Effective Date, Purchaser shall submit a Sampling and Analysis Plan (SAP) to EPA for review and approval. This plan shall consist of a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP) that is consistent with the SOW and Removal Work Plan, the NCP and applicable guidance documents, including, but not limited to, “Guidance for Quality Assurance Project Plans (QA/G-5)” EPA/240/R-02/009 (December 2002), “EPA Requirements for Quality Assurance Project Plans (QA/R-5)” EPA 240/B-01/003 (March 2001, reissued May 2006), and “Uniform Federal Policy for Quality Assurance Project Plans,” Parts 1-3, EPA/505/B-04/900A-900C (March 2005). Upon its approval by EPA, the SAP shall be incorporated into and become enforceable under this Settlement.

c. Purchaser shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories used by Purchaser in implementing this Settlement. In addition, Purchaser shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance, quality control, and technical activities that will satisfy the stated performance criteria as specified in the

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

QAPP and that sampling and field activities are conducted in accordance with the Agency's "EPA QA Field Activities Procedure," CIO 2105-P-02.1 (9/23/2014) available at <http://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures>. Purchaser shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Settlement meet the competency requirements set forth in EPA's "Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions" available at <http://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements> and that the laboratories perform all analyses according to accepted EPA methods. Accepted EPA methods consist of, but are not limited to, methods that are documented in the EPA's Contract Laboratory Program (<http://www.epa.gov/clp>), SW 846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (<http://www3.epa.gov/epawaste/hazard/testmethods/sw846/online/index.htm>), "Standard Methods for the Examination of Water and Wastewater" (<http://www.standardmethods.org/>), 40 C.F.R. Part 136, "Air Toxics - Monitoring Methods" (<http://www3.epa.gov/ttnamti1/airtox.html>).

d. However, upon approval by EPA, after a reasonable opportunity for review and comment by the State, Purchaser may use other appropriate analytical method(s), as long as (i) quality assurance/quality control (QA/QC) criteria are contained in the method(s) and the method(s) are included in the QAPP, (ii) the analytical method(s) are at least as stringent as the methods listed above, and (iii) the method(s) have been approved for use by a nationally recognized organization responsible for verification and publication of analytical methods, *e.g.*, EPA, ASTM, NIOSH, OSHA, etc. Purchaser shall ensure that all laboratories they use for analysis of samples taken pursuant to this Settlement have a documented Quality System that complies with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014), and "EPA Requirements for Quality Management Plans (QA/R-2)" EPA/240/B-01/002 (March 2001, reissued May 2006), or equivalent documentation as determined by EPA. EPA may consider Environmental Response Laboratory Network (ERLN) laboratories, laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP), or laboratories that meet International Standardization Organization (ISO 17025) standards or other nationally recognized programs as meeting the Quality System requirements. Purchaser shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Settlement are conducted in accordance with the procedures set forth in the QAPP approved by EPA.

e. Upon request, Purchaser shall provide split or duplicate samples to EPA and the State or their authorized representatives. Purchaser shall notify EPA and the State not less than 7 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the State shall provide to Purchaser split or duplicate samples of any samples they take as part of EPA's oversight of Purchaser's implementation of the Work.

f. Purchaser shall submit to EPA the results of all sampling and/or tests or other data obtained or generated by or on behalf of Purchaser with respect to the Site and/or the implementation of this Settlement.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

g. Purchaser waives any objections to any data gathered, generated, or evaluated by EPA, the State or Purchaser in the performance or oversight of the Work that has been verified according to the QA/QC procedures required by the Settlement or any EPA-approved Work Plans or SAPs. If Purchaser objects to any other data relating to the Work, Purchaser shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days after the monthly progress report containing the data.

30. **Post-Removal Site Control.** In accordance with the Removal Work Plan schedule, or as otherwise directed by EPA, Purchaser shall submit to EPA for review and approval a proposal for Post-Removal Site Control. Upon EPA approval, Purchaser shall either conduct Post-Removal Site Control activities, or obtain a written commitment from another party for conduct of such activities, until such time as EPA determines that no further Post-Removal Site Control is necessary. Purchaser shall provide EPA with documentation of all Post-Removal Site Control commitments.

31. **Progress Reports.** Purchaser shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement on a monthly basis, or as otherwise requested by EPA, from the date of receipt of EPA's approval of the Removal Work Plan until issuance of Notice of Completion of Work, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

32. **Final Report.** The Work will be completed in phases and for each phase there will be its own final report, with not more than six (6) areal sections of the Property being remediated in a series as set forth in Appendix C. Within 30 days after completion of each phase of the Work required by this Settlement, other than continuing obligations listed in Paragraph 115 (notice of completion), Purchaser shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement. Each final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP titled "OSC Reports." Each final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement, 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). Each final report shall also include the following certification signed by a responsible corporate official of Purchaser or Purchaser's Project Coordinator: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief,

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

true, accurate, and complete. I have no personal knowledge that the information submitted is other than 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.”

33. Off-Site Shipments

a. Purchaser may ship hazardous substances, pollutants and contaminants from the Property, including the Site, to an off-Site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Purchaser will be deemed to be in compliance with CERCLA Section 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Purchaser obtains a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

b. Purchaser may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, it provides written notice to the appropriate state environmental official in the receiving facility’s state and to the OSC. This written notice requirement shall not apply to any off-Site shipments when the total quantity of all such shipments will not exceed ten cubic yards. The written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Purchaser also shall notify the state environmental official referenced above and the OSC of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Purchaser shall provide the written notice after the award of the contract for the removal action and before the Waste Material is shipped.

c. Purchaser may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA’s “Guide to Management of Investigation Derived Waste,” OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the Action Memorandum. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-Site for treatability studies, are not subject to 40 C.F.R. § 300.440.

34. The Purchaser shall design the removal action, and in particular the containment cells that will encapsulate contaminated sludge, soils, and/or ACM from the Property in such a manner that they will meet or exceed the 500-year Flood requirements.

VIII. CLAIMS AGAINST THE SUPERFUND

35. Pursuant to Sections 111(a)(2) and 112 of CERCLA, 42 U.S.C. §§ 9611(a)(2) and 9612, the Purchaser may submit a claim for reimbursement to the Hazardous Substance Superfund (the “Fund”) for up to \$6,000,000 of the necessary costs incurred in completing the removal action in accordance with this Settlement Agreement, the Action Memo, the SOW and the Preauthorization Decision Document (PDD) included as Appendix D. 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 the PDD, and

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

shall be made in accordance with the procedures outlined in Appendix D and subject to reduction under Paragraph 37 of this Settlement for EPA's Oversight Costs.

36. **Qualified Costs.** The Purchaser's claim(s) against the Fund may cover only those costs incurred in implementing the Work under Section VII (Removal Action to Be Performed), and may include attorney's fees only to the extent that such fees are directly necessary for the implementation of this Work (e.g. attorneys' fees for drawing necessary contract documents), and otherwise meet the requirements of 40 C.F.R. Part 307 ("Qualified Costs"). Purchaser shall be solely responsible for any other type of attorneys' fees (e.g., fees related to evaluating or establishing the liability of Purchaser or any person, pursuing a claim against any other person, defending a claim by the United States or any other person, evaluating Purchaser's submissions under, or compliance with, the terms of this Settlement, or advising or representing Purchaser in any action or dispute resolution under this Settlement or in any action or proceeding to enforce this Settlement), and may not submit a claim against the Fund for these costs.

37. **Deduction for Oversight Costs.** Purchaser shall be responsible to EPA for Oversight Costs up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000). Reimbursements provided pursuant to Section VIII of this Settlement and consistent with the PDD will be reduced by the amount of EPA's Oversight Costs, until this maximum is reached. EPA will provide Purchaser with a regionally-prepared cost summary to support the reduction in each reimbursement provided pursuant to the PDD.

38. **Contesting Oversight Costs.** Purchaser may initiate the procedures of Section XV (Dispute Resolution) regarding the amount of Oversight Costs in the cost summary under this Paragraph if it determines that EPA has made a mathematical error or included a cost item that is not within the definition of Oversight Costs, or if it believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Purchaser shall submit a Notice of Dispute in writing to the OSC within 30 days after receipt of the reimbursement. Any such Notice of Dispute shall specifically identify the contested Oversight Costs and the basis for objection. If EPA prevails in the dispute, the amount of the reimbursement will not be adjusted. If Purchaser prevails concerning any aspect of the contested costs, EPA will increase subsequent reimbursements by the disputed amount. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Purchasers' obligation to reimburse EPA for its Oversight Costs.

39. Except as provided for in Paragraph 37 (Deduction for Oversight Costs), if EPA denies a claim for reimbursement in whole or in part, it shall notify the Purchaser in writing of the reason for such denial. Within thirty (30) days after receiving such written notice of EPA's decision, the Purchaser 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. Pursuant to Section 112(b)(5) of CERCLA, 42 U.S.C. § 9612(b)(5), the final administrative decision may be appealed to the United States District Court for the District of New Hampshire within thirty (30) days of notification of the award or decision.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

40. **Timing of Disbursement.** Within thirty (30) days after EPA's receipt of a claim in accordance with the procedures in the PDD, or if EPA requests additional information or a revised claim, within ten (10) days after receipt of the additional information or revised claim, and subject to the conditions set forth in this Section and the PDD, EPA shall disburse funds to Purchaser for Qualified Costs.

41. Pursuant to Section 112(c)(1) of CERCLA, 42 U.S.C. § 9612(c)(1), Purchaser hereby subrogates its rights to the United States to recover from other parties, who are not signatories of this Settlement, any costs reimbursed to Purchaser under this Section, and Purchaser and its contractors shall assist in any action to recover these costs that may be initiated by the United States. All of Purchaser's contracts for implementing the PDD shall include a specific requirement that the contractors agree to provide this cost recovery assistance to 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 Purchaser or Purchaser'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.

42. Purchaser shall not make any claim against the Fund for any costs incurred pursuant to this Section, with the exception of claims by Purchaser authorized pursuant to this Section of the Settlement.

IX. PROPERTY REQUIREMENTS

43. **Access and Non-Interference.** Purchaser shall, commencing on the Effective Date: (i) provide EPA, the State, and their representatives, including contractors, and subcontractors with access to the Property at all reasonable times to conduct any response action, including activities regarding the Settlement and those activities listed in Paragraph 43a. (Access Requirements); and (2) refrain from using such Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the removal action.

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Site:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in Paragraph 85 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Purchaser or its agents consistent with Section X (Access to Information);
- (9) Assessing Purchaser's compliance with the Settlement;
- (10) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement;
- (11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and any institutional controls regarding the Property.

44. Notice to Successors-in-Title

a. Purchaser shall within fifteen (15) days after the Effective Date, submit for EPA approval a notice to be filed regarding Purchaser's Property in the appropriate land records office. The notice must: (1) include a proper legal description of the Property; (2) provide notice to all successors-in-title that: (i) the Property is part of, or related to, the Site, (ii) EPA has selected a removal action for the Site, and (iii) Purchaser has entered into an Administrative Settlement Agreement requiring implementation of this removal action and compliance with the property requirements in Section IX; and (3) identify the name, docket number, and Effective Date of this Settlement. Purchaser shall record the notice within ten (10) days after EPA's approval of the notice and shall submit to EPA, within ten (10) days thereafter, a certified copy of the recorded notice.

b. Purchaser shall, prior to entering into a contract to transfer its Property or sixty (60) days prior to transferring its Property, whichever is earlier:

- (1) Notify the proposed transferee that EPA has selected a removal action regarding the Site, that the Purchaser has entered into an Administrative Settlement Agreement requiring implementation of such removal action and compliance with the property requirements in Section IX (identifying the name, docket number, and the Effective Date of this Settlement); and

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

(2) Notify EPA and the State of the name and address of the proposed transferee and provide EPA and the State with a copy of the above notice that it provided to the proposed transferee.

45. For so long as Purchaser is an owner or operator of the Property or any part thereof, Purchaser shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property or any part thereof shall provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. Purchaser shall require that assignees, successors in interest, and any lessees, sublessees, and other parties with rights to use the Property or any part thereof implement and comply with any land use restrictions and institutional controls on the Property in connection with this removal action, and not contest EPA's authority to enforce any land use restrictions and institutional controls on the Property or any part thereof.

46. Upon sale or other conveyance of the Property or any part thereof, Purchaser shall require that each successor in title, grantee, transferee or other holder of an interest in the Property or any part thereof shall provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. Purchaser shall require that each successor in title, grantee, transferee or other holder of an interest in the Property or any part thereof shall implement and comply with any land use restrictions and institutional controls on the Property in connection with a response action and not contest EPA's authority to enforce any land use restrictions and institutional controls on the Property or any part thereof. After EPA's issuance of each Notice of Completion of Work and Purchaser's written demonstration to EPA that a successor in title, grantee, transferee or other holder of an interest in the Property or any part thereof agrees to comply with the requirements of this Paragraph 45, EPA will notify Purchaser that its obligations under the Settlement are terminated with respect to the Property or any part thereof, except for its obligations under Record Retention (Section XI) and Access to Information (Section X).

47. Purchaser shall provide a copy of this Settlement to any current lessee, sublessee, and other party with rights to use the Property or any part thereof as of the Effective Date.

48. Notwithstanding any provision of this Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water or other resource use restrictions and institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

49. Purchaser shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Purchaser's possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement, 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 regarding the Work. Purchaser shall also

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

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

50. Privileged and Protected Claims

a. Purchaser may assert all or part of a Record requested by EPA or the State is privileged or protected as provided under federal law, in lieu of providing the Record, provided Purchaser complies with Paragraph 50.b and except as provided in Paragraph 50.c.

b. If Purchaser asserts such a 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, of 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, Purchaser shall provide the Record to EPA in redacted form to mask the privileged or protected portion only. Purchaser shall retain all Records that they claim to be privileged or protected until EPA has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Purchaser's favor.

c. Purchaser 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 Purchaser is required to create or generate pursuant to this Settlement.

51. **Business Confidential Claims.** Purchaser may assert that all or part of a Record provided to EPA under this Section or Section XI (Record Retention) 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). Purchaser shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Purchaser asserts business confidentiality claims. Records that Purchaser claims to be confidential business information will be afforded 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 Purchaser 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 Purchaser.

52. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XI. RECORD RETENTION

53. For a period of 5 years following completion of the Work, unless EPA agrees in writing to a shorter time period, Purchaser shall preserve all documents and information relating to the Work and any hazardous substances, pollutants or contaminants found on or released from the Property. At the conclusion of the document retention period, Purchaser shall

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

notify EPA at least 90 days prior to the destruction of any such records, and upon request by EPA, except as provided in Paragraph 50 (Privileged and Protected Claims), Purchaser shall deliver any such records to EPA. These record retention requirements apply regardless of any corporate retention policy to the contrary and 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.

XII. COMPLIANCE WITH OTHER LAWS

54. Nothing in this Settlement limits Purchaser's obligations to comply with the requirements of all applicable state and federal laws and regulations, except as provided in Section 121(e)(1) of CERCLA, 42 U.S.C. § 9621(e)(1), 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 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.

55. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on the Property (*i.e.*, within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work that is not on the Property requires a federal or state permit or approval, Purchaser shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Purchaser may seek relief under the provisions of Section XVI (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

56. **Emergency Response.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Property that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Purchaser shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Purchaser shall take these actions in accordance with all applicable provisions of this Settlement, including, but not limited to, the Health and Safety Plan. Purchaser shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer at (617)723-8928 of the incident or Site conditions. In the event that Purchaser fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, EPA will submit a bill to Purchaser and Purchaser shall pay EPA for all costs of such response action not inconsistent with the NCP. All payments to EPA required under this Paragraph shall be made at <https://www.pay.gov>

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

using the “EPA Miscellaneous Payments Cincinnati Finance Center” link, and including references to the Site/Spill ID Number 017C, the CERCLA Docket Number 01-2020-0063, and the purpose of the payment. At the time of each payment, Purchaser shall send notice that such payment has been made pursuant to Section XXXIV (Notices and Submissions).

57. **Release Reporting.** Upon the occurrence of any event during performance of the Work that Purchaser is required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Purchaser shall immediately orally notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer at (617)723-8928, and the National Response Center at (800) 424-8802. 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.

58. For any event covered under this Section, Purchaser shall submit a written report to EPA within 7 days after the onset of such event, setting forth the action or event that occurred and the measures taken, and to be taken, to mitigate any release or threat of release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release or threat of release.

XIV. STIPULATED PENALTIES

59. Purchaser shall be liable to the United States for stipulated penalties in the amounts set forth in Paragraph 60, unless excused under Section XVI (Force Majeure). Compliance by Purchaser includes with all applicable requirements of this Settlement, within the deadlines established under this Settlement.

60. **Stipulated Penalty Amounts - Work.** The following stipulated penalties shall accrue per violation, per day for failure to complete the Work required under this Settlement pursuant to this Settlement within the specified time schedules established by and approved under this Settlement:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$100	1st through 14th day
\$250	15th through 30th day
\$500	31st day and beyond

61. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 85 (Work Takeover), Purchaser shall be liable for a stipulated penalty in the amount of \$250,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under Paragraphs 85 (Work Takeover) and 108 (Access to Financial Assurance).

62. 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. Penalties shall continue to accrue

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision or order. However, stipulated penalties shall not accrue: (i) with respect to a deficient submission under Section VII (Removal Action 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 Purchaser of any deficiency; and (ii) with respect to a decision by the EPA management official, under Paragraph 72 of Section XV (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 herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

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

64. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Purchaser's receipt from EPA of a demand for payment of the penalties, unless Purchaser invokes the dispute resolution procedures under Section XV (Dispute Resolution) within the 30-day period. All payments to EPA required under this Section shall be made at <https://www.pay.gov> using the "EPA Miscellaneous Payments Cincinnati Finance Center" link, and including references to the Site/Spill ID Number 017C, the EPA Docket Number 01-2020-0063, and the purpose of the payment. At the time of each payment, Purchaser shall send notice that such payment has been made pursuant to Section XXXIV (Notices and Submissions).

65. If Purchaser fails to pay stipulated penalties when due, Purchaser shall pay Interest on the unpaid stipulated penalties as follows: (a) if Purchaser has timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due until the date of payment; and (b) if Purchaser fails to timely invoke dispute resolution, Interest shall accrue from the date of demand until the date of payment. If Purchaser fails to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

66. The payment of penalties and Interest, if any, shall not alter in any way Purchaser's obligation to complete performance of the Work required under this Settlement.

67. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Purchaser's violation of this Settlement or of the statutes and regulations upon which it is based including, but not limited to, penalties pursuant to Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), provided, however, that the United States shall not seek civil penalties pursuant to Section 106(b) for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Settlement or in the event that EPA assumes

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

performance of a portion or all of the Work pursuant to Section XIX, (Reservation of Rights by United States), Paragraph 85.

68. 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.

XV. DISPUTE RESOLUTION

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

70. **Informal Dispute Resolution.** If Purchaser objects to any EPA action taken pursuant to this Settlement, including billings for Emergency Response Costs, Purchaser shall send the On-Scene Coordinator (OSC) and EPA counsel, with a copy to DOJ, a written Notice of Dispute describing the objection(s) within 10 days after such action. EPA and Purchaser shall have 30 days from EPA's receipt of Purchaser's Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

71. **Initiation of ADR.** At any time during the informal dispute resolution period, either Purchaser or EPA may propose the use of a mediator to assist in resolving the dispute. In addition, upon the request of Purchaser or EPA, a meeting shall take place between the parties to the dispute with the assistance of a mediator for the purpose of resolving in good faith the dispute and/or determining whether to undertake further mediated discussions. This initial meeting shall take place within ten business days of the party's request, unless Purchaser and EPA agree to extend that period. Upon the written agreement of Purchaser and EPA, the period for informal dispute resolution may be extended for the purpose of mediating the dispute. Formal dispute resolution, as governed by the procedures set forth in Paragraph 72 shall commence immediately upon the termination of the informal dispute resolution period.

a. **Decision to Continue ADR.** After the initial mediated meeting, the decision to continue the mediation shall be in the sole discretion of each party. If agreement is reached by the parties, resolving the dispute, that agreement will be incorporated into and become an enforceable part of this Settlement.

b. **Costs of ADR.** The parties agree that they will share equitably the costs of mediation, subject to the availability of EPA funds for this purpose. EPA's ability to share the costs of mediation will be determined by EPA in its sole discretion and shall not be subject to dispute resolution or judicial review. If EPA determines that no mediation funding is available, Purchaser shall have the option to cover all of the mediation costs or to request the services of a trained mediator from EPA's in-house ADR program or any other dispute resolution professional whose services may be available to the parties at no cost.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

72. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement under Paragraphs 70 and 71, Purchaser shall, within 20 days after the end of the Negotiation Period, submit a statement of position to the OSC. EPA may, within 20 days thereafter, submit a statement of position. Thereafter, the EPA Region 1 Superfund and Emergency Management Division Director will issue a written decision on the dispute to Purchaser. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Purchaser shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

73. Except as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Purchaser under this Settlement. Except as provided in Paragraph 62, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Purchaser does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XIV (Stipulated Penalties).

XVI. FORCE MAJEURE

74. "Force Majeure" or "force majeure" for purposes of this Settlement, is defined as any event arising from causes beyond the control of Purchaser, of any entity controlled by Purchaser, or of Purchaser's contractors or subcontractors that delays or prevents the performance of any obligation under this Settlement despite Purchaser's best efforts to fulfill the obligation. The requirement that Purchaser exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work, increased cost of performance, or a failure to attain performance standards set forth in the Action Memorandum.

75. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Purchaser intends or may intend to assert a claim of force majeure, Purchaser shall notify EPA's OSC orally or, in his or her absence, the alternate EPA OSC, or, in the event both of EPA's designated representatives are unavailable, the Director of the Office of Site Remediation and Restoration, EPA Region 1, within 24 hours of when Purchaser first knew that the event might cause a delay. Within 5 days thereafter, Purchaser shall provide in writing to EPA 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; Purchaser's rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Purchaser, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Purchaser shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Purchaser shall be deemed to know of any circumstance of which Purchaser, any entity controlled by Purchaser, or Purchaser's contractors knew or should have known. Failure to

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

comply with the above requirements regarding an event shall preclude Purchaser from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 74 and whether Purchaser has exercised its best efforts under Paragraph 74, EPA may, in its unreviewable discretion, excuse in writing Purchaser's failure to submit timely or complete notices under this Paragraph.

76. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure 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 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, EPA will notify Purchaser in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Purchaser in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

77. If Purchaser elects to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Purchaser shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Purchaser complied with the requirements of Paragraphs 74 and 75. If Purchaser carries this burden, the delay at issue shall be deemed not to be a violation by Purchaser of the affected obligation of this Settlement identified to EPA.

78. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Purchaser from meeting one or more deadlines under the Settlement, Purchaser may seek relief under this Section.

XVII. CERTIFICATION

79. By entering into this Settlement, Purchaser certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Purchaser and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Settlement. Purchaser also certifies that to the best of its knowledge and belief, it is a BFPP as defined by Section 101(40) of CERCLA, 42 U.S.C. § 9601(40).

XVIII. COVENANTS BY UNITED STATES

80. Except as provided in Section XIX (Reservations of Rights by United States), the United States covenants not to sue or to take administrative action against Purchaser pursuant to

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for Existing Contamination, the Work, and Oversight Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Purchaser of its obligations under this Settlement. These covenants are also conditioned upon the veracity of the information provided to EPA by Purchaser relating to Purchaser's involvement with the Site and the certification made by Purchaser in Paragraph 79. This covenant extends only to Purchaser and does not extend to any other person.

81. Nothing in this Settlement constitutes a covenant not to sue or not to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from Purchaser, if the information provided to EPA by Purchaser relating to Purchaser's involvement with the Site, or the certification made by Purchaser in Paragraph 79, is false or in any material respect, inaccurate.

XIX. RESERVATIONS OF RIGHTS BY UNITED STATES

82. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of the United States, including EPA, 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, except as specifically provided in this Settlement, nothing in this Settlement shall prevent the United States from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary.

83. The covenants set forth in Section XVIII (Covenants by United States) do not pertain to any matters other than those expressly identified therein. The United States reserves, and this Settlement is without prejudice to, all rights against Purchaser with respect to all other matters, including, but not limited to:

- a. liability for failure by Purchaser to meet a requirement of this Settlement;
- b. criminal liability;
- c. liability for violations of federal or state law that occur during or after implementation of the Work;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- e. liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at or in connection with the Site after the Effective Date, not within the definition of Existing Contamination;
- f. liability resulting from an act or omission that causes exacerbation of Existing Contamination by Purchaser, its successors, assigns, lessees, or sublessees; and

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

- g. liability arising from the disposal, release or threat of release of Waste Materials outside of the Site, except as relates to Existing Contamination from the Site or Property.

84. With respect to any claim or cause of action asserted by the United States, Purchaser shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination and that Purchaser has complied with all of the requirements of 42 U.S.C. §§ 9601(40) and 9607(r)(1).

85. Work Takeover

a. If EPA determines that Purchaser: (1) has ceased implementation of any portion of the Work for a period of five (5) consecutive days, not including a cessation caused by a force majeure event or a cessation caused by a dispute pursuant to CERCLA Section 112, 42 U.S.C. § 9612, and 40 C.F.R. Part 307, regarding a claim denied under Section VIII (Claims Against the Superfund), (2) is seriously or repeatedly deficient or late in its performance of the Work, or (3) is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may issue a written notice (“Work Takeover Notice”) to Purchaser. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Purchaser a period of 30 days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.

b. If, after expiration of the 30-day notice period specified in Paragraph 85.a, Purchaser has not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary (“Work Takeover”). EPA will notify Purchaser in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 85.b. In addition, nothing in this Settlement shall limit EPA’s authority under Section XXVI (Financial Assurance).

c. Purchaser may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA’s implementation of a Work Takeover under Paragraph 85.b. However, notwithstanding Purchaser’s invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 85.b until the earlier of: (1) the date that Purchaser remedies, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 72 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XX. COVENANTS BY PURCHASER

86. Except as provided in Section VIII (Claims Against the Superfund), Purchaser 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 Existing Contamination, the Work, Oversight Costs, and this Settlement, including, but not limited to:

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through 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 claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State of New Hampshire Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding Existing Contamination, the Work, and Oversight Costs, and this Settlement.

87. 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 any of the reservations set forth in Section XIX (Reservations of Rights by United States), other than in Paragraph 83.a (liability for failure to meet a requirement of the Settlement), 83.b (criminal liability), or 83.c (violations of federal/state law during or after implementation of the Work), but only to the extent that Purchasers' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

88. Nothing in this Settlement 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), except as provided in Section VIII (Claims Against the Superfund).

89. Purchaser reserves, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Purchaser's deliverables or activities.

XXI. OTHER CLAIMS

90. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Purchaser. Neither United States nor EPA shall be deemed a party to any contract entered into by Purchaser or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

91. Except as expressly provided in Section XVIII (Covenants by United States), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Purchaser or any person not a party to this Settlement, for any liability such person

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

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.

92. No action or decision by EPA pursuant to this Settlement 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).

XXII. EFFECT OF SETTLEMENT/CONTRIBUTION

93. Nothing in this Settlement creates any rights in, or grants any cause of action to, any person not a Party to this Settlement. Except as provided in Section XX (Covenants by Purchaser), 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 each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

94. If a suit or claim for contribution is brought against Purchaser, notwithstanding the provisions of Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), with respect to Existing Contamination (including any claim based on the contention that Purchaser is not a BFPP, or has lost its status as a BFPP as a result of response actions taken in compliance with this Settlement or at the direction of EPA's OSC), the Parties agree that this Settlement constitutes an administrative settlement pursuant to which Purchaser has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are the Work, Oversight Costs, and all response actions taken or to be taken and all response costs incurred or to be incurred, in connection with Existing Contamination, by the United States or any other person, except the State. However, if the United States exercises rights under the reservations in Section XIX (Reservations of Rights by United States)), other than in Paragraphs 83.a (claims for failure to meet a requirement of the Settlement), 83.b (criminal liability), or 83.c (violations of federal/state law during or after implementation of the Work), the "matters addressed" in this Settlement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

95. If Purchaser is found, in connection with any action or claim it may assert to recover costs incurred or to be incurred with respect to Existing Contamination, not to be a BFPP, or to have lost its status as a BFPP as a result of response actions taken in compliance with this Settlement or at the direction of EPA's OSC, the Parties agree that this Settlement shall then constitute an administrative settlement pursuant to which Purchaser 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).

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

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

XXIII. RELEASE AND WAIVER OF LIENS

97. Subject to the Reservation of Rights in Section XIX of this Settlement, and upon issuance of the final Notice of Completion of Work under Section XXVIII, EPA agrees to release and waive any lien it may have on the Property now and in the future under Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), for costs incurred or to be incurred by EPA in responding to the release or threat of release of Existing Contamination. In accordance with the settlement with Chester Realty Trust, EPA will release the lien it has on the Mohawk Site under CERCLA Section 107(l), 42 U.S.C. § 9607(l), that was recorded in the Hillsborough County Registry of Deeds on March 2, 2001.

XXIV. INDEMNIFICATION

98. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Purchaser as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Purchaser shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Purchaser, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Purchaser's behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Purchaser agrees to pay the United States all costs it incurs, including but not limited to attorneys' 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 Purchaser, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into by or on behalf of Purchaser in carrying out activities pursuant to this Settlement. Neither Purchaser nor any such contractor shall be considered an agent of the United States.

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

100. Purchaser covenants not to sue and agree not to assert any claims or causes of action 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 any one or more of Purchaser and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

In addition, Purchaser 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 Purchaser and any person for performance of Work on or relating to the Property, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

101. No later than 21 days before commencing any on-site Work, Purchaser shall secure, and shall maintain until the first anniversary after issuance of the final Notice of Completion of Work pursuant to Section XXVIII (Notice of Completion of Work), commercial general liability insurance with limits of \$1 million per occurrence, and automobile liability insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Purchaser pursuant to this Settlement. In addition, for the duration of the Settlement, Purchaser shall provide EPA with certificates of such insurance and a copy of each insurance policy. Purchaser shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Purchaser shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Purchaser in furtherance of this Settlement. If Purchaser 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 a lesser amount, Purchaser need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Purchaser shall ensure that all submittals to EPA under this Paragraph identify the Mohawk Tannery Site, Nashua, New Hampshire and the EPA docket number for this action.

XXVI. FINANCIAL ASSURANCE

102. In order to ensure completion of the Work, Purchaser shall secure financial assurance initially in the amount of \$6 million ("Estimated Cost of the Work"). The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Orders" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Purchaser may use multiple mechanisms if they are limited to trust funds, surety bonds guaranteeing payment, and/or letters of credit.

a. A trust fund: (1) established to ensure that funds will be available as and when needed for performance of the Work; (2) administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency; and (3) governed by an agreement that requires the trustee to make payments from the fund only when the Direction of the Superfund and Emergency Management Division advises the trustee in writing that: (i) payments are necessary to fulfill the affected Purchaser's obligations under the Settlement; or (ii) funds held in trust are in excess of the funds that are necessary to complete the performance of Work in accordance with this Settlement;

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

b. A surety bond, issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury, guaranteeing payment or performance in accordance with Paragraph 108 (Access to Financial Assurance);

c. An irrevocable letter of credit, issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency, guaranteeing payment in accordance with Paragraph 108 (Access to Financial Assurance);

d. A demonstration by a Purchaser that it meets the relevant financial test criteria of Paragraph 105; or

e. A guarantee to fund or perform the Work executed by a company (1) that is a direct or indirect parent company of a Purchaser or has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with a Purchaser; and (2) can demonstrate to EPA’s satisfaction that it meets the financial test criteria of Paragraph 106.

103. **Standby Trust.** If Purchaser seeks to establish financial assurance by using a surety bond, a letter of credit, or a corporate guarantee, Purchaser shall at the same time establish and thereafter maintain a standby trust fund, which must meet the requirements specified in Paragraph 102.a, and into which payments from the other financial assurance mechanism can be deposited if the financial assurance provider is directed to do so by EPA pursuant to Paragraph 108 (Access to Financial Assurance). An originally signed duplicate of the standby trust agreement must be submitted, with the other financial mechanism, to EPA. Until the standby trust fund is funded pursuant to Paragraph 108 (Access to Financial Assurance), neither payments into the standby trust fund nor annual valuations are required.

104. Within 30 days after the Effective Date, Purchaser shall submit to EPA proposed financial assurance mechanisms in draft form in accordance with Paragraph 102 for EPA’s review. Within 60 days after the Effective Date, or 30 days after EPA’s approval of the form and substance of Purchaser’s financial assurance, whichever is later, Purchaser shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional Financial Management Officer, the OSC, and the site attorney.

105. A Purchaser seeking to provide financial assurance by means of a demonstration or guarantee under Paragraph 102.d or 102.e must, within 30 days:

a. Demonstrate that:

(1) the Purchaser or guarantor has:

i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

- ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
 - iii. Tangible net worth of at least \$10 million; and
 - iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or
- (2) The Purchaser or guarantor has:
- i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
 - ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
 - iii. Tangible net worth of at least \$10 million; and
 - iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for the Purchaser or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance – Orders" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>.

106. A Purchaser providing financial assurance by means of a demonstration or guarantee under Paragraph 102.d or 102.e must also:

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

a. Annually resubmit the documents described in Paragraph 105.b within 90 days after the close of the Purchaser's or guarantor's fiscal year;

b. Notify EPA within 30 days after the Purchaser or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the Purchaser or guarantor in addition to those specified in Paragraph 105.b; EPA may make such a request at any time based on a belief that the Purchaser or guarantor may no longer meet the financial test requirements of this Section.

107. Purchaser shall diligently monitor the adequacy of the financial assurance. If Purchaser becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, Purchaser shall notify EPA of such information within 30 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify Purchaser of such determination. Purchaser shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. Purchaser shall follow the procedures of Paragraph 109 in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Purchaser's inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

108. Access to Financial Assurance

a. If upon expiration of the 30-day notice period specified in Paragraph 85, Purchaser has not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, then, in accordance with any applicable financial assurance mechanism, EPA may at any time thereafter present the Notice and direct the financial assurance provider to immediately: (i) deposit any funds assured pursuant to this Section into the standby trust fund; or (ii) arrange for performance of the Work in accordance with this Settlement.

b. If EPA is notified by the provider of a financial assurance mechanism that it intends to cancel the mechanism, and the affected Purchaser fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, EPA may, prior to cancellation, direct the financial assurance provider to deposit any funds guaranteed under such mechanism into the standby trust fund for use consistent with this Section.

109. **Modification of Amount, Form, or Terms of Financial Assurance.** Purchaser may submit, on each six-month anniversary of the Effective Date or following Purchaser's request for, and EPA's approval of, another date, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to the

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

EPA individual(s) referenced in Paragraph 125, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, a description of the proposed changes, if any, to the form or terms of the financial assurance, and any newly proposed financial assurance documentation in accordance with the requirements of Paragraphs 107 and 103 (Standby Trust). EPA will notify Purchaser of its decision to approve or disapprove a requested reduction or change. Purchaser may reduce the amount or change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Within 30 days after receipt of EPA's approval of the requested modifications pursuant to this Paragraph, Purchaser shall submit to the EPA individual(s) referenced in Paragraph 125 all executed and/or otherwise finalized documentation relating to the amended, reduced, or alternative financial assurance mechanism. Upon EPA's approval, the Estimated Cost of the Work shall be deemed to be the estimate of the cost of the remaining Work in the approved proposal.

110. **Release, Cancellation, or Discontinuation of Financial Assurance.** Purchaser may release, cancel, or discontinue any financial assurance provided under this Section only: (a) after receipt of documentation issued by EPA certifying completion of the Work; or (b) in accordance with EPA's written approval of such release, cancellation, or discontinuation.

XXVII. MODIFICATION

111. EPA's OSC may make minor modifications to any plan or schedule or the SOW 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 may be modified in writing by mutual agreement of the Parties, unless otherwise specified in this Settlement.

112. If Purchaser seeks permission to deviate from any approved work plan or schedule or the SOW, Purchaser's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Purchaser may not proceed with the requested deviation until receiving oral or written approval from EPA's OSC pursuant to Paragraph 111.

113. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding any deliverable submitted by Purchaser shall relieve Purchaser of its obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

114. Deviations sought by Purchaser pursuant to Paragraph 112 include deviations due the COVID-19 global pandemic that substantially affect contractor or subcontractor workers, or production or supply of materials necessary to complete the Work.

XXVIII. NOTICE OF COMPLETION OF WORK

115. When EPA determines, after EPA's review of each of the final reports submitted under Paragraph 32, that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations required by this Settlement, such as continued compliance with CERCLA § 101(40) with respect to the Property in accordance with Paragraph

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

5 of this Settlement, compliance with the property requirements in Section IX (“Property Requirements”), including but not limited to access and institutional controls, and record retention, EPA will provide written notice to Purchaser (each a “Notice of Completion of Work”). If EPA determines that any such Work has not been completed in accordance with this Settlement, EPA will notify Purchaser, provide a list of the deficiencies, and require that Purchaser modify the Removal Work Plan if appropriate in order to correct such deficiencies. Purchaser shall implement the modified and approved Removal Work Plan and shall submit a modified final report in accordance with the EPA notice. Failure by Purchaser to implement the approved modified Removal Work Plan shall be a violation of this Settlement.

XXIX. PUBLIC COMMENT

116. This Settlement shall be subject to a thirty (30) day public comment period, after which the United States may withhold its consent or seek to modify this Settlement if comments received disclose facts or considerations which indicate that this Settlement is inappropriate, improper or inadequate.

XXX. EFFECTIVE DATE

117. The effective date of this Settlement shall be the date upon which each of the following has occurred: (a) EPA has issued written notice to the Purchaser that the United States has fully executed the Settlement after review of and response to any public comments received, (b) the State of New Hampshire and Purchaser have executed a Brownfields Covenant or equivalent Agreement which provides liability protection to Purchaser and its successors and assigns pursuant to RSA 147-F; (c) the City has entered into an agreement with Purchaser to establish a Development District to provide funding to Purchaser as provided in NH RSA 162-K for a portion of the costs of the Work and Property development in amount acceptable to Purchaser (the “TIF”); (d) the Federal Highway Administration, New Hampshire Department of Transportation and the City all have approved the City’s conveyance to Purchaser of the City ROW, (e) Purchaser or its nominee has taken title to the Property (Purchaser shall notify the State and EPA within three (3) days of taking title to the Property); (f) Purchaser has secured all environmental and land use permits and approvals for the Property for Purchaser’s intended use, including, without limitation, under applicable zoning and wetlands laws, containing no conditions deemed unacceptable by Purchaser, and with all applicable appeal periods having expired with no appeal having been filed; (g) Purchaser’s agreement with a third-party or the State with respect to the long-term ownership of the Site containment area; and (h) EPA has released the lien it has on the Mohawk Site pursuant to Paragraph 97.

118. EPA, in its sole discretion, may determine that the Settlement is null and void if the conditions in Paragraph XXX are not met on or after 270 days from the date that the Settlement is signed by the United States, or if the Purchaser notifies EPA that it does not intend to purchase the Property.

XXXI. INTEGRATION/APPENDICES

119. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement.

- a. Appendix A is the Action Memorandum.
- b. Appendix B is the Statement of Work.
- c. Appendix C is a map of the Site, a legal description, and/or map of the Property.
- d. Appendix D is the PDD or Preauthorization Decision Document.

XXXII. DISCLAIMER

120. This Settlement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XXXIII. ENFORCEMENT

121. The United States, the State, and Purchaser (collectively, the “Parties”) agree that the United States District Court for the District of New Hampshire (“Court”) will have jurisdiction pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), for any enforcement action brought with respect to this Settlement, including any action set forth in Section XXXIII (Enforcement) of this Settlement.

122. Notwithstanding Paragraph 80 of this Settlement, if Purchaser fails to comply with the terms of this Settlement, the United States may file a lawsuit for breach of this Settlement, or any provision thereof, in the Court. In any such action, Purchaser consents to and agrees not to contest the exercise of personal jurisdiction over it by the court. Purchaser further acknowledges that venue in the Court is appropriate and agrees not to raise any challenge on this basis.

123. If the United States files a civil action as contemplated by Paragraph 122, above, to remedy breach of this Settlement, the United States may seek, and the Court may grant as relief, the following: a) an order mandating specific performance of any term or provision in this Settlement, without regard to whether monetary relief would be adequate; and b) any additional relief that may be authorized by law or equity.

124. Purchaser shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Settlement or otherwise obtain compliance.

XXXIV. NOTICES AND SUBMISSIONS

125. Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Settlement, shall be deemed submitted either when an email is transmitted and received, it is hand-delivered, or as of the date of receipt by certified mail/return receipt requested, express mail, or facsimile.

Submissions to Purchaser shall be addressed to:

Blaylock Holdings LLC
c/o Bernard N. Plante
179 Amherst Street
Nashua, New Hampshire 03064
Email: bnplante@meltonassoc.com
Phone: (603) 759-2945

With copies to:

Attorney Sherilyn Burnett Young
Rath, Young and Pignatelli, P.C.
One Capital Plaza
Concord, New Hampshire 03302-1500
Email: sby@rathlaw.com
Phone: (603) 226-2600

Submissions to EPA shall be addressed to:

Matthew Audet
On-Scene Coordinator
Superfund & Emergency Management Division
Mail Code SEMD 07-03
U.S. EPA - New England, Region 1
5 Post Office Square
Boston, MA 02109
Phone: (617) 918-1449
E-mail: audet.matthew@epa.gov

With copies to:

Melissa Taylor
Section Chief
Superfund & Emergency Management Division
Mail Code SEMD 07-01
U.S. EPA - New England, Region 1
5 Post Office Square
Boston, MA 02109
Phone: (617) 918-1310
E-mail: taylor.melissa@epa.gov

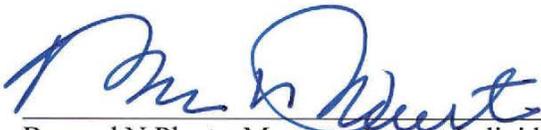
**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action; CERCLA Docket No. 01-2020-0063**

Signature Page for Administrative Settlement Agreement regarding the Mohawk Tannery Site
(CERCLA Docket No. 01-2020-0063)

IT IS SO AGREED:

BLAYLOCK HOLDINGS, LLC

BY:


Bernard N Plante, Manager, but not Individually

September 3, 2020
Date

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

Signature Page for Administrative Settlement Agreement regarding the Mohawk Tannery Site
(CERCLA Docket No. 01-2020-0063)

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

BRYAN OLSON Digitally signed by BRYAN
OLSON
Date: 2020.12.22 14:53:21 -05'00'

Bryan Olson, Director
Region 1 Superfund & Emergency Management Division
Region 1

Date

**Mohawk Tannery Site Administrative Settlement Agreement
for Removal Action: CERCLA Docket No. 01-2020-0063**

Signature Page for Administrative Settlement Agreement regarding the Mohawk Tannery Site
(CERCLA Docket No. 01-2020-0063)

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:

Jonathan D. Brightbill
Principal Deputy Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

HENRY FRIEDMAN Digitally signed by HENRY
FRIEDMAN
Date: 2020.12.21 11:50:19 -05'00'

Henry Friedman
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Date

Appendix A

Superfund Records Center
SITE: Mohawk Tannery
BREAK: 2.9
OTHER: 640123

Enforcement-Sensitive Information Attached

ACTION MEMORANDUM

Date: September 18, 2019 ³⁰ *AD* *Reviewed following DES final review.*

Subject: Request for Non-Time Critical Removal Action, Mohawk Tannery Site, Nashua, New Hampshire – **ACTION MEMORANDUM**

From: Gerardo Millan-Ramos, Remedial Project Managers
NH & RI Superfund Section

Thru: Melissa Taylor, Chief *MT*
NH & RI Superfund Section
Meghan Cassidy, Acting Chief *MC*
R & R1 Branch

To: Bryan Olson, Director *BO*
Superfund and Emergency Management Division

I. PURPOSE

The purpose of this Action Memorandum is to request approval for a change in scope to the non-time-critical removal action (NTCRA) that was approved in an Action Memorandum dated October 29, 2002, for the Mohawk Tannery Site (the Site), located in Nashua, NH. The NTCRA that was approved in 2002 was put on hold, at the request of the City of Nashua, until a viable and desirable re-development plan for the Site materialized. This proposed change in scope will not result in an increase to the total project cost ceiling that was approved by the 2002 Action Memorandum. This Action Memorandum hereby supersedes the 2002 Action Memorandum, although Section II (Site Conditions and Background) and Section III (Threats to Public Health or Welfare or the Environment and Regulatory Authorities) from the 2002 Action Memorandum are incorporated by reference into this document.¹

¹ To prepare this Action Memorandum, EPA relied on data from the 2002 Action Memo and the 2018 Amended Engineering Evaluation and Cost Analysis (EE/CA). The reader is referred to the Administrative Record established for the Site, to access those documents. (See Attachment C, Administrative Record File Index).



The 2002 approved NTCRA involved: excavating approximately 60,000 cubic yards (cy) of contaminated waste from six disposal areas located on the Northern Parcel of the Site and transporting the waste off-site for disposal in a permitted landfill. The total project cost ceiling for the 2002 NTCRA was \$15 million.

Following additional investigation, including a 2018 Engineering Evaluation/Cost Analysis Amendment (“EE/CA Amendment”) to an earlier 2002 EE/CA, the recommended change in scope to the 2002 NTCRA involves: consolidating the approximately 78,600 cy of contaminated waste and overlying soil from six disposal areas, approximately 1,150 cy of contaminated soil from areas of the Site located outside the footprint of the six disposal areas, and approximately 2,500 cy of contaminated soil from the Site’s Southern Parcel onto the Northern Parcel of the Site, enclosed with a vertical barrier, and covered with an impermeable cap. Approximately, a total volume of 82,250 cy of contaminated material (i.e., 78,600 cy + 1,150 cy + 2,500 cy (see Figure 4)² would be consolidated, encapsulated and capped this way.

The total project cost ceiling for the NTCRA recommended in this Action Memorandum ranges from about \$7.7 million to \$14.5 million. Different possible vertical barrier technologies (sheet pile, slurry wall, or secant wall), is the primary reason for the price range.

It is anticipated that this NTCRA will be performed in connection with a private party redevelopment of the Site under an administrative order. EPA understands that as part of this re-development, while not part of this NTCRA, a private party may opt to: 1) consolidate approximately 20,000 cy of sludge waste from a landfill within an adjacent property (Fimbel Door property) into the capped area on the Site, and 2) excavate approximately 17,000 cy of asbestos containing material (ACM) from a City-owned property and approximately 5,000 cy of ACM from the Fimbel Door property and deposit this ACM into a separate capped cell to be built adjacent to the eastern edge/wall of the capped area.

Additional information regarding planned negotiations is provided in an attached confidential Enforcement Strategy (Attachment D). The NTCRA is expected to be completed within 18 months of mobilization. The NTCRA is consistent with the long-term remedial strategy for this Site to minimize exposure to and migration of contaminants and to restore the Site to its productive use.

II. SITE CONDITIONS AND BACKGROUND

CERCLIS Identifier:
Site Identifier:

NHD981889629
017C

² Figure 4 of this Action Memo is a copy of Figure 3 from the Removal Alternatives Update Technical Memorandum, prepared by KGSNE on April 2018.

Category of Removal: Non-Time-Critical
National Priorities List (NPL) Status: Proposed to the NPL on May 11, 2000

A. **Site Description**

1. **Removal Site Evaluation**

The Mohawk Tannery Site (*a.k.a.* Granite State Leathers) is a former leather tanning facility that consisting of two buildings and other structures that operated from 1924 to 1984. The Site was proposed for listing on the NPL on May 11, 2000; however, at the request of the City of Nashua EPA did not move forward with the final NPL listing (as further explained below).

Figure 1 shows a Locus Plan of the Mohawk Tannery Site and Figure 2 is an Area Site Plan showing the Site and surrounding properties. Figure 3 is a Site Plan showing current and former Site features and Figure 4 shows the main features of the proposed NTCRA.

As shown on Figure 2 and highlighted in green, the Site consists of two adjacent parcels: a developed parcel commonly known as the Northern Parcel (which contained the facility buildings), and an undeveloped parcel commonly known as the Southern Parcel. Each parcel is approximately 15 acres. Adjacent and north of the Site lie two other contiguous properties, the Fimbel Door property and a property owned by the City of Nashua. The Site is bounded to the west and south by the Nashua River, and to the east and southeast by residential parcels.

In July of 2000, EPA first prepared a Memorandum calling for the completion of an EE/CA. The purpose of the EE/CA was to further characterize the nature and extent of contamination in the unlined lagoons and disposal areas at the northern portion of the Site and to evaluate removal options for these materials. A final EE/CA was released to the public in July of 2002.

As stated above, the 2002 EE/CA recommended a removal action which included: excavating approximately 60,000 cy of contaminated waste from six disposal areas from the Site and transporting the waste off-site to a permitted landfill for disposal. There was a 30-day public comment period for EPA's recommended removal action. During the comment period EPA held a public information meeting and a public hearing.

On October 29, 2002, EPA approved an Action Memorandum which selected the EE/CA recommended removal action (Attachment E). However, the approved removal action was put on hold at the request of the City of Nashua until a viable and desirable re-development plan for the Site materialized. Since at least late summer of 2000, various private parties have expressed interest in re-developing the Site, but these projects did not proceed for a variety of reasons.

EPA and the New Hampshire Department of Environmental Services (NHDES)

(jointly, the “agencies”) performed additional studies including: a Remedial Investigation of the Northern Parcel of the Site including a Baseline Human Health Risk Assessment (HHRA) in 2005 and Screening Level Ecological Risk Assessment (SLERA) of the Southern Parcel in 2013. Additional studies are discussed in Section II.B.1 of this Action Memorandum.

In early 2013, a private party approached EPA with the idea to remediate and re-develop the Northern Parcel of the Site by applying *In-Situ* Solidification/Stabilization of the waste at the former lagoons. The private party subsequently completed a Treatability Bench Test, drafted a Remedial Action Plan for the Site, and after consultation with the agencies, determined that this approach was not economically feasible. However, the private party remained interested in pursuing other removal options.

EPA revised the 2002 EE/CA in July 2018 to update the costs of the removal option recommended in the 2002 EE/CA and approved in the 2002 Action Memorandum, and to evaluate additional removal options not considered in the 2002 EE/CA (the EE/CA Amendment).

In July 2018 a Press Release and Fact Sheet informed the public of the 2018 EE/CA Amendment’s recommendations and the start of a thirty-day public comment period (July 9th to August 8th, 2018). A public informational meeting and hearing was held in Nashua on July 25, 2018. The public comment period was extended an additional thirty days to September 7th, 2018. EPA’s response to the comments received during the sixty-day comment period are provided in the Responsiveness Summary (Attachment B).

2. Physical Location

The geographic coordinates of the site, as measured from its approximate center, are 42° 45’ 55” north latitude and 71° 29’ 08” west longitude. The 30-acre Mohawk Tannery Site is located at 11 Warsaw Avenue in the City of Nashua, Hillsborough County, New Hampshire. The Site is in a residential neighborhood directly across the river from the 325-acre Mine Falls Park. About 1,470 people live within one mile of the Site (see Figures 1 and 2).

3. Site Characteristics

The Site is currently vacant and owned by Chester Realty Trust. Both parcels of the Site are currently zoned for commercial use. Future use after the NTCRA completion can be reasonably expected to be a mix of residential and commercial use for the Northern Parcel, and recreational for the Southern Parcel. The tannery property slopes steeply toward the Nashua River, with a topographic relief of approximately 70 feet from the eastern boundary to the western boundary along the Nashua River. Groundwater was measured between 7 and 14 feet below ground surface in monitoring wells located near

disposal Areas 1 and 2, and approximately 70 feet below ground surface in the eastern portion of the Site adjacent to Warsaw Avenue. The lower portion of the Site, on the Northern Parcel, which contains Areas 1 and 2 and approximately 90 percent of the waste disposed of at the Site, is located partially in the 100-year floodplain and predominantly within the 500-year floodplain of the river.

During its 60 years of operation, the Mohawk Tannery produced sludge and acidic residues from the tanning process, much of which was disposed of on-site. Site contaminants consist of: metals in groundwater, soil, and asbestos in soil; and metals, pentachlorophenol, 4-methylphenol, 2,4,5-trichlorophenol, and dioxins in open sludge lagoons. Approximately 82,250 cy of contaminated material (sludge waste and soils) remains at the Site. Most of this contaminated material (approximately 68,150 cy) is contained in two Areas (Areas 1 & 2) on the Northern Parcel adjacent to the Nashua River, with one of these areas (Area 2) being partially located within the 100-year flood plain and both areas being totally located within the 500-year floodplain.

This NTCRA will not be the first response action taken at the Site. The previous actions are described in Section II.B of this Memorandum.

4. Release or Threatened Release into the Environment of a Hazardous Substance, or Pollutant, or Contaminant.

The sources of contamination at the Site are a result of releases from the former tanning and tannery wastewater treatment operations at the Site. A more detailed description of the processes leading to releases is in discussed Section 1.2.2. of the 2002 EE/CA. The contaminants were primarily collected in sludge formed during wastewater treatment and disposed in soil pits that were covered with soil AKA Areas 3 through 7. Area 1 is a former wastewater treatment lagoon that contains contaminated sludge, and Area 2 is a former lagoon that has been covered with fill. Although these two areas are commonly referred as "Sludge Lagoons", the material's consistency is semi-solid, very similar to soil, as evidenced by test pits that were collected in February 2018 to assess the lateral extent of the material within them. Other areas received releases directly from the wastewater handling system and potentially from other waste handling practices.

The contaminants of concern (COCs): benzo(a)pyrene, pentachlorophenol, 4-methylphenol, dioxin, antimony, arsenic, barium, cadmium, chromium, lead, manganese, and vanadium, are generally present in the sludge, overlying soils, and groundwater at the Site. Sections 3.1 through 3.3 of the 2018 EE/CA provide more information on their location. Potential exposures to future residents, recreators, and ecological receptors, to be addressed to the extent practicable, can be summarized as follows:

- direct contact with, and ingestion of, contaminants in tannery sludge/waste and associated soil,
- direct contact with, ingestion, and inhalation of asbestos fibers present in asbestos containing material (ACM),
- release of contaminants to the Nashua River and surrounding properties from a

- flooding event,
- ingestion of on-site groundwater exceeding the NHDES Ambient Groundwater Quality Standards (AGQSS),
- further migration of contaminants from tannery sludge/waste and associated soil to site groundwater, and
- ecological receptor exposure to tannery sludge/waste which could potentially cause adverse effects.

The 2002 EE/CA included a streamlined human health and ecological risk assessment that focused on the seven sludge disposal areas of the Site (Northern Parcel). The COCs and risks were initially discussed in the 2002 EE/CA and Action Memorandum. The 2018 EE/CA Amendment incorporated this discussion and the conclusions of other risk assessments performed after 2002 and mentioned below. Section II (Site Conditions and Background) and Section III (Threats to Public Health or Welfare or the Environment and Regulatory Authorities) in the 2002 Action Memorandum are incorporated by reference into this Action Memorandum.

Since 2002, additional studies and risk assessments have been performed. In 2005, studies were completed to further evaluate contamination and risks at the Northern Parcel. Also, in 2013, EPA further evaluated the risks posed by soils, sediments, surface water and groundwater within the Southern Parcel. These risk evaluations looked at non-cancer and cancer risks to human health and concluded that the sludge waste areas within the Northern Parcel pose the greatest human health risks as they are readily accessible to trespassers, although a limited area of asbestos contamination poses human health risks in the Southern Parcel. The major contributors to excess non-cancer risks from the sludge waste are 4-methylphenol, arsenic, antimony, cadmium, and manganese. The major contributors to cancer risks from the sludge waste are dioxins, pentachlorophenol, arsenic, and benzo(a)pyrene. An ecological risk assessment performed as part of the 2002 EE/CA concluded that the sludge waste also poses a concern to ecological receptors.

For contaminated soils and groundwater within the Northern Parcel, the 2005 studies and risk assessments concluded that cancer risks were largely due to dioxin/furans, and arsenic. Non-cancer risks were primarily due to arsenic and vanadium. The 2005 studies also concluded that the soils within the Northern Parcel have a potential to cause adverse effects to ecological receptors.

On the Southern Parcel, the 2013 Screening Level Risk Assessment (SLRA) concluded that contaminants in the groundwater exceeded risk-based concentrations for potential future residents that may drink the water, while contaminants in surface and sub-surface soils exceed the risk limits for potential future residential use, but not for future recreational use except for two locations immediately adjacent to the Area 2 lagoon and these areas will be addressed by the containment remedy for the lagoon areas. The 2013 SLRA concluded that the potential ecological effects are not significant, except for limited areas of soil contamination adjacent and within the two wetlands in the Southern Parcel. These limited areas of soil contamination are co-located with asbestos and will be removed.

5. **NPL Status**

The Site was proposed on the NPL on May 11, 2000. In July of 2002, the City of Nashua submitted a letter to Senator Bob Smith of New Hampshire requesting that the finalization of the Mohawk Tannery Site on the NPL be delayed. The reason for the delay was to allow the City time to explore alternative means for funding the cleanup of the Site *in lieu* of placing the Site on the NPL. As a result, the Mohawk Tannery Superfund Site has not been finalized on the NPL.

6. **Maps, pictures and other graphic representations**

Figures are provided in Attachment A. Additional figures can be found in the 2018 EE/CA Amendment.

B. **Other Actions to Date**

1. **Previous Actions**

1.1 Investigations

Several environmental investigations have been completed at the Site. The following is a summary and the reader is referred to the referenced documents in the Administrative Record for further description of the activities (Administrative Record Index can be found in Attachment C):

- Phase I Hydrogeologic Study, Granite State Leathers, Inc. Facility, Nashua, New Hampshire", dated April 1985, prepared by Goldberg, Zoino and Associates, Inc. (GZA) for Fairmount Height Associates (GZA, 1985a). An initial Site characterization was performed to support future Site use after the closure of the tannery. Information on historical tannery operations, waste streams, and treatment facilities was reviewed. Thirty-six test pits, and a test boring/monitoring well were completed.
- Phase II Hydrogeologic Study and Conceptual Closeout Plan, Granite State Leathers, Inc. Facility, Nashua, New Hampshire, dated October 1985, prepared by GZA for Fairmount Height Associates (GZA, 1985b). This study was performed to further characterize hydrogeologic conditions, the nature and extent of tannery sludge, the nature and extent of groundwater contamination, assess the potential impact to the Nashua River, and provide recommendations for containment of the tannery sludge/waste. Additional test pits and 12 test borings/monitoring wells were performed.
- Expanded Site Inspection, Mohawk Tannery Site, Nashua, NH, dated December 29, 1993, prepared by NHDES. Bottom sediment samples were collected by NHDES from six transects across the Nashua River, two upstream and four downstream

from the former Mohawk Tannery effluent discharge pipe. Three sediment samples were collected from each transect, as well as a soil sample from the immediate proximity of the effluent discharge pipe. Samples were analyzed for total cadmium, chromium and lead, as well as acid extractable semi-volatile organic compounds (SVOCs) (*i.e.*, phenolic compounds).

- Final Site Inspection Prioritization Report, for Mohawk Tannery, Nashua, New Hampshire, dated November 1996, prepared by NHDES. This report was prepared by NHDES as a preliminary screening to facilitate EPA's assignment of site priorities. This report summarizes the results of previous Site activities, and information from readily available sources.
- Preliminary Sludge Characterization Investigation, Mohawk Tannery, 11 Warsaw Avenue, Nashua, New Hampshire, dated January 2001, prepared by GeoSyntec Consultants for Environmental Reclamation, Inc. (GeoSyntec, 2001). Sludge samples from Areas 1 and 2, considered representative of sludge characteristics Site-wide, were collected and analyzed. Analytical results indicated that none of the sludge samples exhibited hazardous waste characteristics pursuant to the Resource Conservation and Recovery Act (RCRA). The report concluded that the sludge could be handled, transported and disposed as non-hazardous solid waste at a USEPA- and NHDES-approved landfill.
- In February 2001, USEPA completed the first EE/CA for the Site as part of a Non-Time Critical Removal Action (NTCRA), to focus on evaluating risks and identifying remedial alternatives for the on-Site sludge disposal areas. The EE/CA report was completed in July 2002 (TiNUS, 2002). It included a streamlined Human Health and Ecological Risk Evaluations which indicated that Site contaminants associated with the sludge/waste are likely to pose risk to human and ecological receptors under current and future exposure scenarios.
- In October 2002, USEPA signed an Action Memorandum for the Site. The approved removal action included: excavating approximately 60,000 cy of contaminated waste from six disposal areas from the Northern Parcel of the Site and transporting the waste off-site to a permitted landfill for disposal. The total project ceiling for the approved removal action was \$15 million.
- In June 2005, Sanborn Head & Associates completed a Remedial Investigation (RI) (Draft Final Remedial Investigation for OU-1, Sanborn Head & Associates, 2005) that characterized the nature and extent of the Site contamination not addressed by the NTCRA (*i.e.* soils within the Northern Parcel excluding the Sludge Lagoons and Disposal Areas). The RI completed the definition of the source and extent of contaminants released to soil and shallow groundwater on the Northern Parcel of the Site; provided information for an assessment of the current and future risks to human health and the environment; and provided information to subsequently evaluate remedial alternatives.

- In 2009 EPA retained Shaw Environmental Inc. to perform a Solidification/Stabilization Bench -Scale Treatability Study. The result of this study identified that binders containing primarily Portland Cement (PC), with lesser quantities of blast-furnace slag and hydrated lime, would meet Site geotechnical criteria and metals leaching standards; however, post-treatment samples indicated higher phenol concentrations. Shaw recommended the use of absorbent additives to control this leaching.
- In 2012, NHDES via an EPA funded cooperative agreement, retained Sanborn Head & Associates to collect soil, sediment and groundwater data in support of a SLRA of the Southern Parcel. EPA completed the SLRA on September 2013. The SLRA evaluated whether all or part of the Southern Parcel of the Mohawk Tannery Site has acceptable risk to human health and the environment. The data suggested that, although in a portion of the Southern Parcel contamination posed a human health risk for unrestricted use, contaminant levels would permit future use for recreation. In contrast, other areas of the Southern Parcel (*i.e.* the areas with asbestos contamination) presented contamination problems that would need to be remediated before considering any recreational use of the property.
- In October 2013 the private party conducted test pits in several disposal areas to determine the sludge depth and the thickness of overlying soils. This activity helped to establish the basis for the proposed design of a Solidification/Stabilization (S/S) action plan.
- From October 2015 through September 2016, the private party conducted an S/S bench-scale treatability study and furthered the 2009 Shaw Environmental Bench Scale Study. This treatability test evaluated the use of PC with organophilic clays and powdered activated carbon (PAC) absorbents and helped to develop a proposed optimal mixture of PC and PAC absorbents to be used. EPA and NHDES reviewed several iterations of the bench-scale treatability study and provided recommendations to the developer's consultant.
- From October 2015 through November 2016, the private party conducted a Site-wide data review (previous Tetra-Tech and Sanborn Head studies) to estimate the extent of evaluate satellite areas of sludge and soil contamination requiring removal. Also, the private party developed a proposed approach for implementing S/S at the Site to achieve residential reuse of the property outside of Areas 1 and 2. This proposed approach was laid out in an action plan dated 2016³

³ At that time the private party was proposing to remediate the entire Site by mixing the existing sludge and soils *in-situ* with Portland cement and additives that would solidify all the contaminated materials into a solid monolith that would serve as the platform for a parking lot and prevent any leaching of contaminants into the surrounding groundwater. This technique is known as *In-situ* Solidification/Stabilization. Eventually, the private party determined that it was too costly to make the mix totally stable (non-leaching) and abandoned the idea.

- In February 2018, the private party conducted additional test pits to assess the lateral extent of sludge in Areas 1 and 2, and additional test pits across the Site to assess geotechnical properties of uncontaminated soil outside of proposed remediation areas. This activity gathered basic information needed to develop a proposed conceptual remedial design for the excavation and consolidation of the sludge and contaminated soils across the Site.
- From January 2017 through Feb 2019, the private party worked on the following:
 - a preliminary 500-year flood analysis with geotechnical evaluation of the Nashua River bank and the proposed containment structure's erosion resistance;
 - an upstream flooding analysis of potential flood impacts due to proposed activities within the 500-yr floodplain; and,
 - held multiple meetings with the public, the City, NHDES and EPA to discuss the proposed containment approach.

1.2 Removal Actions

- USEPA performed a Time Critical Removal Action (TCRA) at the Site between September 2000 and January 2001 (Weston, 1999; Weston, 2001). Removal activities included: abatement of asbestos-containing material from the Main Building; characterizing and disposing of the contents of 42 drums, the 4,000-gallon sodium hydrosulfide above-ground storage tank (AST), approximately 400 gallons of contained sodium hydrosulfide, and a large clarifier tank; and removing and disposing of approximately 110 empty drums and 360 laboratory-type containers. In addition, several gates at the Site were repaired and warning signs were posted indicating the dangers of trespassing.
- On October 6, 2007, at the request of NHDES, EPA provided asbestos air monitoring and sampling support following a fire at the Mohawk Tannery. The fire was extinguished, and no injuries or evacuations resulted from the fire. The EPA On-Scene Coordinator (OSC) integrated into Unified Command with NHDES and the Nashua Fire Department, and it was agreed that EPA would collect air and debris samples to be analyzed for asbestos. A total of twelve debris samples and four air samples were collected. None of the twelve debris samples or the four air samples were found to contain asbestos. EPA provided the data to the Agency for Toxic Substances and Disease Registry (ATSDR) and requested a health consultation. ATSDR concluded that there was no significant public health risk due to asbestos associated with materials deposited because of the fire.
- In April 2012, contractors hired by the City of Nashua removed and disposed of asbestos containing materials from on-site buildings. City contractors demolished and removed the buildings in May 2012.

2. Current Actions

As indicated above, access to the Northern Parcel of the Site has been restricted by fencing and signs since 2001, although trespassing has still occurred.

At the request of a private citizen whose residence abuts the Site, the EPA Region 1 Emergency Response Branch has initiated a CERCLA Removal Site Assessment of his property. The property owner claims to have observed hides and other materials that presumably originated at the Site. Access agreements have been obtained and the property soils shall be tested in the Spring of 2019. The EPA OSC is closely coordinating this activity with the EPA Remedial Project Manager (RPM) for the Site. If it is determined that additional removal measures are warranted, this NTCRA may be amended to incorporate the additional removal measures or a separate CERCLA decision document issued.

C. State and Local Authorities' Roles

1. State and Local Actions to Date

Since the 2002 Action Memo, the NHDES has performed extensive characterization and investigative activities at the Site. NHDES, via an EPA-funded cooperative agreement retained Sanborn Head & Associates and completed:

- Draft RI (Draft Final Remedial Investigation for OU-1, Sanborn Head & Associates, 2005) that further characterized the nature and extent of the Site contamination (*i.e.* soils within the Northern Parcel excluding the Sludge Lagoons and Disposal Areas).
- In 2012, Sanborn Head & Associates collected soil, sediment and groundwater data in support of a SLRA of the Southern Parcel. EPA completed the SLRA on September 2013.

The City of Nashua has also been consulted and regularly involved in cleanup related activities occurring at the Site. EPA and the NHDES have met with City officials on numerous occasions to discuss topics related to the Site including: the potential for private development of the property; future ownership of the property; the status of cleanup work; and the status of listing the Site on the NPL. As mentioned previously, the City of Nashua, although initially supportive of the listing of the Mohawk Tannery Site on the NPL, submitted a letter to Senator Bob Smith of New Hampshire on July 8, 2002, requesting that finalization of the Site on the NPL be delayed. Representatives from the City have repeatedly stated that they want to explore alternative means for funding the cleanup of the Site *in lieu* of placing the Site on the NPL.

2. Potential for Continued State/Local Response

Currently there is no state response mechanisms available with sufficient funds to perform the NTCRA.

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

Section 300.415(b)(2) of the National Contingency Plan (NCP) lists several factors for EPA to consider in determining whether a removal action is appropriate, including:

- (i) Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants;
- (ii) Actual or potential contamination of drinking water supplies or sensitive ecosystems;
- (iii) Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release;
- (iv) High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate;
- (v) Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released;
- (vi) Threat of fire or explosion;
- (vii) The availability of other appropriate federal or state response mechanisms to respond to the release; and
- (viii) Other situations or factors that may pose threats to public health or welfare or the environment.

The 2002 Action Memorandum determined that factors (i), (iv), (v), and (vii) above were applicable.

Regarding factor (i), EPA has documented elevated levels of hazardous substances including, but not limited to, dioxin, 4-methylphenol, pentachlorophenol, antimony, and chromium in six unlined waste disposal areas at the Site. One of the disposal areas (Area 1) remains open and uncovered, with wastes easily accessible to trespassers entering the property. The Site abuts a densely settled neighborhood and there is evidence of children (mainly adolescents) entering the Site and playing in and around Area 1 potentially exposing themselves to the hazardous substances present there. The remainder of the waste disposal areas have been covered with fill, but the thickness of the fill as well as its ability to limit human exposure and migration of contaminants in the future is questionable at best.

Additionally, the Site has been zoned urban residential and future development of the property is likely, given its proximity to downtown Nashua. Development of the Site without any further remediation would have the potential to expose future residents (both children and adults) to hazardous substances found at the surface and buried in many of the disposal areas.

The Streamlined Human Health Risk Evaluations conducted as part of the 2002 EE/CA and the 2005 RI focused on the risks to humans from the soil and wastes contained in the disposal areas at the Site. The findings of the risk evaluations strongly indicate that there are unacceptable risks at the Site for future for residents, if the property is developed in accordance with the current zoning. The potential future risks identified at the Site exceed EPA's acceptable target cancer risk range and non-cancer hazard index values. See Sections 2.6.1 and 2.6.3 of the 2018 EE/CA Amendment for a summary of these risks.

The potential for a release from the disposal areas is certainly a real concern. A catastrophic event such as a flood, could release tens of thousands of cubic yards of waste into the Nashua River impacting the river, recreational users, and potentially downstream communities which use the Merrimack River as a drinking water source (the Nashua River joins the Merrimack River several miles downstream of the Site). See Sections 2.6.2 and 2.6.4 of the 2018 EE/CA Amendment for a summary of the ecological risks identified in the 2002 EE/CA and the 2005 RI, respectively.

Regarding factor (iv), High levels of hazardous substances have been found in waste and soil largely at or near the surface of the Site. Although several of the waste disposal areas have been covered with fill, the thickness of the fill as well as its ability to limit the migration of contaminants is questionable at best. The migration of contaminants from the waste disposal areas through overland flow and erosion is likely, given the topography of the Site (i.e., the steep relief sloping down toward the Nashua River) and the lack of a designed and engineered cover for these areas.

As discussed in the 2018 EE/CA Amendment, most of the contaminated material (approximately 68,150 cy) that remains on-Site, is contained in two Areas (Areas 1 & 2) on the Northern Parcel adjacent to the Nashua River, with one of these areas (Area 2) being partially located within the 100-year flood plain and both areas being totally located within the 500-year floodplain. The Area 1 lagoon is not located within the 100-year floodplain due to the elevation of the earthen berm that has been constructed around its perimeter. However, if the berm were ever breached during a 100-year flood event, then the contents of the lagoon could be released into the river. It is clear from the physical condition of both areas (i.e., lack of erosion control and/or scouring prevention measures) and an earlier documented release from Area 1 into the Nashua River in 1987, that Areas 1 and 2 have not been designed and constructed to prevent the migration of hazardous substances.

Regarding factor (iv), the lower portions of the Site which contain the two largest waste disposal areas are located predominantly within the 100-year floodplain and totally within the 500-year floodplain of the Nashua River. These two areas, which abut the river, have

not been designed, constructed, operated, or maintained to prevent the washout of hazardous substances in the event of a flood. The release of approximately 68,150 cy of contaminated material into the river would have a detrimental effect on the Nashua River from both a recreational use and wildlife habitat standpoint. It should also be noted that a release of contaminants into the Nashua River could also potentially impact the drinking water intake for the City of Lowell which is located approximately 18 miles downstream of the Site on the Merrimack River. This water intake serves a population of over 135,000.

Relative to factor (vii), there are no other known federal or state funds or response mechanisms available to finance this action.

Finally, since 2002, the only new information on the Site is the documentation of asbestos contaminated soils adjacent to wetlands within the Southern Parcel. This finding does not alter the determination that a removal action is appropriate. See Sections 2.6.5 and 2.6.6 of the 2018 EE/CA Amendment for a summary of the risks documented by the EPA 2013 Screening level human health and ecological risk assessment of the Southern Parcel.

IV. ENDANGERMENT DETERMINATION

Actual or threatened releases of hazardous substances from this Site, if not addressed, may continue to present an imminent and substantial endangerment to public health, or welfare, or the environment.

V. EXEMPTION FROM STATUTORY LIMIT

CERCLA § 104(c) states that removal actions can exceed the 12-month and/or the \$2 million statutory limits if conditions meet either the "emergency exemption" criteria or the "consistency exemption" criteria. The consistency exemption requires that the proposed removal be appropriate and consistent with the remedial action to be taken. This Action Memorandum has determined that the conditions at the Site and the removal action recommended meet the criteria for a consistency exemption.

As described below, conditions and proposed actions at the Site meet the criteria for a consistency exemption.

A. Appropriateness

EPA OSWER directive 9360.0-12, "Guidance on Implementation of the Revised Statutory Limits on Removal actions", April 6, 1987, states that an action is appropriate if the activity is necessary for any one of the following reasons:

1. To avoid a foreseeable threat;
2. To prevent further migration of contaminants;

3. To use alternatives to land disposal, or;
4. To comply with the off-site policy.

The NTCRA described in Section VI below **meets criteria one and two identified above.**

The risk evaluations conducted as part of the 2002 EE/CA, the 2005 RI, and the 2013 SLERA demonstrate that contaminants in the waste disposal areas and contaminated soils at the Site pose a foreseeable threat for future residents if left as-is, and the property is developed in accordance with the anticipated future residential use in the Northern Parcel and recreational use in the Southern Parcel. The potential future risks identified at the Site exceed EPA's acceptable target cancer risk range and non-cancer hazard index value. Consolidation and containment of the contaminated wastes will reduce the risk of these health effects to acceptable levels and avoid a foreseeable threat.

Approximately 82,500 cy (sludge waste and soils) remains at the Site. Most of this contaminated material (approximately 68,150 cy) is contained in two Areas (Areas 1 & 2) on the Northern Parcel adjacent to the Nashua River, with one of these areas (Area 2) being partially located within the 100-year flood plain and both areas being totally located within the 500-year floodplain. These areas were not designed, constructed, operated, or maintained to prevent the washout of hazardous substances in the event of a flood. Furthermore, a release from one of them into the Nashua River was documented by NHDES personnel in 1987. Therefore, the proper containment of this contaminated material would prevent further migration of the contaminants into the Nashua River.

B. Consistency

This Site remains proposed on the NPL. The earlier TCRAs, the ongoing CERCLA Removal Site Assessment, and this NTCRA have been coordinated by the Removal and the Remedial Programs and their completion is likely to enhance the effectiveness of any further remedial action measures. The NHDES has been involved in all planning activities associated with this proposed action to ensure consistency with State regulations. At a minimum, the NTCRA will complete a significant portion, if not all, of the source control measures needed for the Site. This would allow the Site to be put back into productive use.

At a minimum, this NTCRA will achieve the Removal Action Objectives and the Removal Goals for the Contaminants of Concern in the 2018 EE/CA Amendment and further summarized in the following Section. This NTCRA will reduce human health exposure risks to acceptable levels for the anticipated reuse of the Site and will facilitate the Site to be put back into productive use.

VI. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. ~~Proposed Action Description~~

1.1 ~~Removal Action Goals and Objectives~~

The development of removal action alternatives begins with the establishment of Removal Action Objectives (RAOs). RAOs address the contaminants and media of interest and the exposure pathways that result in an unacceptable risk. RAOs are medium specific or unit specific goals for protecting human health and the environment.

The 2002 EE/CA (EPA, 2002), the 2005 RI (Sanborn Head & Associates, 2005), and the 2013 SLRA (EPA, 2013) presented the findings of baseline human health and ecological risk assessment for the sludge waste disposal areas at the Site's Northern Parcel, the remaining soils and groundwater at the Northern Parcel, and several media within the Southern Parcel. Using analytical results from these investigations and the results of the human health risk and ecological evaluations, contaminants of concern (COCs) in soil and sludge that pose threats to human health were identified⁴.

Removal Goals (RGs) to permit anticipated Site use (except in consolidated, capped wastes) were established for these COCs using risk-based values calculated from exposure scenarios identified in the streamlined human health risk evaluations; Site-specific risk-based standards developed for dioxins and vanadium; and the NHDES Soil Remediation Standards (SRS) concentrations, for contaminants where the State standard is more protective than federal risk-based standards. For all COCs except dioxin and vanadium, the RG was selected from either the lower of the risk-based concentration corresponding to a cancer risk level of 1.0×10^{-6} , or to a hazard index of 1.0, unless this risk-based value was higher than the NHDES SRS standards, in which case the SRS concentration was selected as the RG. For dioxin and vanadium, the RG was selected using Site-specific standards based on non-cancer risk. The RG for each contaminant has been used as the cleanup level for the NTCRA.

Because the scope of the NTCRA is limited to source control for contaminated soils, sludges, and wastes, RGs were not developed for groundwater, surface water or river sediments. Also, the RGs were based strictly on human health risk levels because the potential ecological effects are not significant, except for limited areas of soil contamination adjacent and within the two wetlands within the Southern Parcel, as concluded by the 2013 SLRA.

⁴Since groundwater is not within the scope of this NTCRA, groundwater COCs were not identified. Addressing ecological risk is not within the scope of this NTCRA; however, contamination that poses an ecological risk is co-located with contamination that poses a human health risk and will be addressed by this removal action.

The following is a table showing all the COCs and their respective RGs.

Table 1: Removal Goals (RGs) for Unrestricted Use

Contaminant of Concern	Removal Goal (mg/kg)	Basis ^{a-bcd}
Benzo(a)pyrene	0.7	SRS ^a
Pentachlorophenol	3.0	SRS ^a
4-Methylphenol(p-cresol)	0.7	SRS ^a
Dioxin - TCDD (expressed as toxicity equivalency [TEQ])	5.11E-05	non-cancer risk ^b
Antimony	9.0	SRS ^a
Arsenic	11.0 ^c	SRS ^a
Barium	1,000.0	SRS ^a
Cadmium	33.0	SRS ^a
Chromium total	1,000.0	SRS ^a
Lead	200.0	EPA IEUBK model ^d
Manganese	1,000.0	SRS ^c
Vanadium	393.0 [*]	non-cancer risk [*]

Notes:

^a SRS = Soil Remediation Standards. SRSs are derived from New Hampshire Code of Administrative Rules Chapter Env-Or-606.19, Table 600-2 Soil Remediation Standards as-of 2017.

^b The Site-specific RG for Dioxin, and Vanadium is based a Hazard Quotient (HQ) = 1, expressed as mg/kg.

^c Arsenic RG may be modified to be set a Site-specific background, if determined during pre-design soil studies that arsenic is attributable to background and Site-specific background levels are higher than the current RG of 11 mg/kg.

‡ The current EPA Region 1 approach for lead in soils is based on the Lead Technical Review Workgroup's current support for using a target Blood Lead Level (BLL) of 5 pg/dL and updated default parameters in the Integrated Exposure Uptake Biokinetic Model (IEUBK) and Adult Lead Methodology (ALM). Using these updated parameters, the model results in screening levels which round to 200 mg/kg for residential and 1000 mg/kg for commercial/industrial land uses. A target BLL of 5 pg/dL reflects current scientific literature on lead toxicology and epidemiology that provides evidence that the adverse health effects of lead exposure do not have a threshold.

Cleanup of the Site to the RGs will result in acceptable cancer or non-cancer risks for unrestricted use. For Asbestos, there is no numeric Remedial Goal. Potential risks will be addressed through following EPA guidance on addressing asbestos at CERCLA Sites by consolidating all asbestos wastes that may pose a risk of future air-born exposure into the asbestos disposal cell to be located adjacent to the containment structure. The asbestos cell will meet requirements under the Clean Air Act (CAA), National Emission Standards for Hazardous Air Pollutants (NESHAPS), Standards for Inactive waste disposal sites for asbestos mills and manufacturing and fabricating operations, 40 C.F.R. § 61.151 and include dust suppression standards and cover standards.

The following RAOs were developed to address the unacceptable risks at the Site:

- Prevent, to the extent practicable, direct contact with, and ingestion of, contaminants in tannery sludge/waste and associated soil at concentrations exceeding RGs;
- Prevent, to the extent practicable, direct contact with, ingestion, and inhalation of asbestos fibers present within the Site;
- Prevent, to the extent practicable, a release of contaminants to the Nashua River from a flooding event;
- Limit, to the extent practicable, further migration of contaminants from tannery sludge/waste and associated soil to Site groundwater; and
- Prevent future ecological receptor exposure to contaminated materials which could potentially cause adverse effects.

1.2 Removal Action Volume Estimates

Sample analytical results from studies conducted prior to the 2002 Action Memorandum and additional studies conducted since were compared with the RGs to estimate the volume of sludge/waste and soil to be addressed under the NTCRA as follows:

- The estimated volumes of sludge/waste and overlying soils in disposal areas 1-7 that contains COCs at concentrations exceeding RGs. No evidence of sludge/waste was observed in Area 5 during field investigation activities performed prior to the 2002 EE/CA, and samples collected from Area 5, at that time, did not exceed any of the RGs. As a result, no sludge/waste volume has been estimated for this area. For the purposes of defining contaminated material volumes, the overlying soils were assumed to be contaminated and were included in the total volume of contaminated material.
- The estimated volume of soil from areas within the Northern Parcel outside of the Areas 1-7 that were tested and revealed concentrations above the RGs, and
- The estimated volume of soils located in the Southern Parcel contaminated with asbestos and other COCs above the RGs.

Table 2: Estimated volumes of contaminated material in Areas 1-7 with COCs above RGs

Disposal Area	Estimated Volume of Sludge/Waste (cy)	Estimated Volume of Overlying Soil (cy)
Area 1	29,630	0
Area 2	29,630	8,889
Area 3	556	222
Area 4	800	400
Area 6	1,111	667
Area 7	4,459	2,230
TOTALS	66,186	12,408

Table 3: Estimated soil volumes in the Northern Parcel in areas outside Areas 1-7 with COCs above RGs

Soil Area	Estimated Volume of Contaminated Soils* (cy)
Former Main/Control Buildings sumps/pits	66
Former Chrome Fill up Area	155

Former Wastewater Area	1,020
Former Boiler House	100
Main Building Sub-slab Soil	10
TOTAL	1,151

The volume of asbestos-containing material and associated soil in the Southern Parcel is approximately 2500 cubic yards.

1.3 Description of Proposed Removal Action

The removal action selected in this Action Memorandum (2018 EE/CA Amendment Alternative 5) involves: consolidating the approximately 78,600 cy of contaminated waste and overlying soil from six disposal areas, approximately 1,150 cy of contaminated soil from areas of the Site located outside the footprint of the six disposal areas, plus approximately 2,500 cy of contaminated soil from the Site's Southern Parcel. A total volume of approximately 82,250 cy of contaminated material (*i.e.*, 78,600 cy + 1,150 cy + 2,500 cy) would be consolidated onto the Northern Parcel of the Site, contained by a vertical barrier and covered with an impermeable cap⁵. There will be restoration of altered 100-year flood storage capacity on-Site, and restoration of any floodplain and wetland altered by the removal action, to the extent practicable.

This consolidation will allow for unrestricted use (except in the area of consolidated, encapsulated wastes) of the Site's Northern Parcel; and recreational use of the Site's Southern Parcel. An additional asbestos cell will be created for the disposal of asbestos waste that will meet protectiveness requirements for asbestos disposal. The purpose of this alternative is to prevent direct contact with the waste, prevent migration of the wastes to the surrounding property and the River; and to minimize potential groundwater and surface water impacts.

The vertical barriers and capping would be designed with long-term integrity for seasonal conditions, severe storms (up to a 500-year storm event), and freeze/thaw conditions; to satisfy ARAR requirements (*e.g.*, RCRA Floodplain Restrictions for Solid Waste Disposal

⁵ EPA understands that as part of the overall re-development of this area, while not part of this NRCRA, a private party may opt to: 1) consolidate approximately 20,000 cy of sludge waste from a landfill within an adjacent property (Fimmel Door property) into the capped area on the Site, and 2) excavate approximately 17,000 cy of asbestos containing material (ACM) from a City-owned property and approximately 5,000 cy of ACM from the Fimmel Door property and deposit this ACM into a separate capped cell to be built adjacent to the eastern edge/wall of the capped area.

Facilities and Practices and NESHAP standards for asbestos disposal); and minimize contaminant leaching to groundwater (*i.e.* meet impermeability requirements). Any lost flood storage volume filled by the remedy below the 100-year flood elevation will be replaced on-site or in the immediate vicinity. Lost flood storage volume between the 100- and 500-year flood elevation has been assessed to have *de minimus* impact on floodplain resources and will not require replacement. See EPA's floodplain assessment in Section 6.1.3 of the 2018 EE/CA Amendment.

Impermeable capping will include a synthetic geomembrane installed with bedding and protection layers and covered with vegetation. A few options are available for vertical encapsulation of the waste including: steel sheet-pile walls, slurry walls, and secant-pile walls, which will be further assessed in the pre-design stage.

Figure 4 includes a conceptual layout of Alternative 5. Additional details are provided in Section 4.4.6 of the 2018 EE/CA Amendment.

1.4 Other Actions

None.

2. Contribution to Remedial Performance

The completion of this NTCRA action is likely to enhance the effectiveness of any further remedial action measures that may be necessary.

At a minimum, the NTCRA will achieve the Removal Action Objectives and the Removal Goals for the Contaminants of Concern in the 2018 EE/CA Amendment and further summarized above. This NTCRA will reduce exposure risks to acceptable levels for the anticipated reuse of the Site and will facilitate the Site to be put back into productive use.

3. Engineering Evaluation/Cost Analysis Amendment

Section 300.415(b)(4) of the NCP states that whenever a planning period of six months exists before on-site activities must be initiated, and the lead agency determines a removal action is appropriate, the lead agency shall conduct an EE/CA or its equivalent. EPA issued the original 2002 EE/CA in July 2002 and held a 30-day public comment period from July 30, 2002 to August 29, 2002.

The 2002 EE/CA was amended in July 2018. The purpose of the 2018 EE/CA Amendment was to update the costs of the removal option recommended in the 2002 EE/CA and approved in the 2002 Action Memorandum, and to evaluate additional, removal options not considered in the 2002 EE/CA.

In July 2018 a Press Release and Fact Sheet informed the public of the EE/CA Amendment's recommendation and the start of a thirty-day public comment period (July 9th to August 8th, 2018). A public informational meeting and hearing was held in Nashua on July 25, 2018. The public comment period was extended an additional thirty days to September 7th, 2018. EPA's response to the comments received during the sixty-day comment period are provided in the Responsiveness Summary (Attachment B).

4. Applicable or Relevant and Appropriate Requirements (ARARs)

The proposed action, as well as the other options evaluated in the 2018 EE/CA Amendment, were reviewed to determine whether they would attain federal and state ARARs, to the extent practicable. Attachment D includes the ARARs to be met, to the extent practicable, under this NTCRA. Federal environmental and state environmental and facility-siting laws and regulations are considered ARARs for removal alternative implementation. Also, any non-promulgated federal criteria, guidelines, and advisories for evaluating the human and environmental risk associated with the removal action, referred to by the USEPA as To Be Considered (TBC) guidance, were included in the evaluation.

During the public comment period for the 2018 EE/CA EPA specifically requested public comment concerning the removal action's proposed impacts to wetland and floodplain resources, as required by federal regulations, and the Agency's determination that the proposed removal action was the "least environmentally damaging practicable alternative" as defined under the federal Clean Water Act. In the Responsiveness Summary, EPA responded to public questions concerning the proposed removal action's impacts to wetlands and floodplain resources (*see* Attachment B) and has determined that its protectiveness determinations concerning floodplains and wetlands are still valid.

In accordance with the NH Requirements for Hazardous Waste Surface Impoundment Closure/Post Closure (Env-Hw 708.03), closure of the lagoon with the consolidated encapsulated waste will meet the following substantive closure standards: (i) Eliminate free liquids by removing liquid wastes or solidifying the remaining wastes and waste residues; (ii) Stabilize remaining wastes to a bearing capacity sufficient to support final cover; and (iii) Cover the surface impoundment with a final cover designed and constructed to: (A) Provide long-term minimization of the migration of liquids through the closed impoundment; (B) Function with minimum maintenance; (C) Promote drainage and minimize erosion or abrasion of the final cover; (D) Accommodate settling and subsidence so that the cover's integrity is maintained; and (E) Have a permeability less than or equal to the permeability of any bottom liner system or natural subsoils present. O&M and ICs (including use restrictions to eliminate disturbance of the remedy and a well-restriction buffer zone around the containment area) will meet post-closure standards under these regulations.

In accordance with Section 300.415(j) of the NCP, on-site removal actions conducted under CERCLA are required to attain ARARs to the extent practicable. In determining

whether compliance with ARARs is practicable, the lead agency may consider appropriate factors, including the urgency of the situation and the scope of the removal action to be conducted.

The ability of the recommended removal action, as well as the other options evaluated, to attain ARARs was evaluated in Section 5.0 of the 2018 EE/CA Amendment.

5. Project Schedule

Table 5 below provides the estimated construction schedule for the recommended removal action.

Table 5: Estimated construction schedule

Definable Feature	Duration - Sheet-Pile Wall (Weeks)	Duration - Slurry Wall (Weeks)	Duration - Secant Wall (Weeks)
Engineering & Removal Design	25	30	30
Subcontracting and Procurement	8	8	8
Mobilization	1	1	1
Site Preparation	3	3	3
Excavation and Consolidation	7	7	7
Wall Installation	11	33	50
Impermeable Cap & Vent Construction	6	6	6
Backfilling and Site Restoration	5	5	5
Demobilization	1	1	1
Total Pre-Construction Estimated Duration	33	38	38
Estimated Construction Duration	34 (8.5 months)	56 (14 months)	73 (18.25 months)

B. Estimated Cost

1. Sheet Pile/Impermeable Cap

Extramural Costs

- Capital Costs \$5,193,944
- 15% Engineering, 3% Office & Management,
and 10% Construction contingency \$1,240,643
- Post-Removal Site Control \$1,166,746

Intramural Costs

- EPA Regional Personnel \$ 150,000

TOTAL NTCRA PROJECT CEILING \$7,751,333

2. Slurry Wall/Impermeable Cap

Extramural Costs

- Capital Costs \$9,443,944
- 15% Engineering, 3% Office & Management,
and 10% Construction contingency \$2,306,418
- Post-Removal Site Control \$1,166,746

Intramural Costs

- EPA Regional Personnel \$ 150,000

TOTAL NTCRA PROJECT CEILING \$13,067,108

3. Secant Wall/Impermeable Cap

Extramural Costs

- Capital Costs \$10,679,024
- 15% Engineering, 3% Office & Management,
and 10% Construction contingency \$ 2,516,720
- Post-Removal Site Control \$ 1,166,746

Intramural Costs

- EPA Regional Personnel \$ 150,000

TOTAL NTCRA PROJECT CEILING \$14,542,490

VII. EXPECTED CHANGES IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

A delay or lack of action will increase the risks to human health and the environment by allowing for: (1) the potential direct contact, ingestion, and adsorption of dioxin and other hazardous substances by future residents who might be exposed to wastes; and (2) the potential migration of waste contaminated with dioxin and other hazardous substances into the groundwater, surrounding properties, and the Nashua River.

VIII. OUTSTANDING POLICY ISSUES

None.

IX. ENFORCEMENT

See Attachment E. (FOR INTERNAL DISTRIBUTION ONLY.)

X. RECOMMENDATION

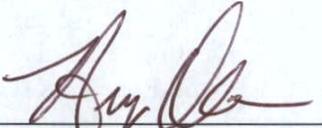
This removal action was developed in accordance with CERCLA, as amended, and is consistent with the NCP. This decision document is based on documents contained in the Administrative Record established for the Site. (See Appendix C, Administrative Record File Index). This Action Memorandum supersedes the 2002 Action Memorandum.

Conditions at the Site meet the NCP §300.415(b)(2) criteria for removal and the CERCLA §104(c) consistency exemption from the \$2 million limitation due to the presence of:

- "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)], and
- "Continued response action is otherwise appropriate and consistent with the remedial action to be taken" [CERCLA §104(c)].

The removal action proposed in this Action Memorandum will abate, prevent, minimize, stabilize, mitigate and/or eliminate the release or threat of release of

hazardous substances at the Site. I recommend your approval of the proposed removal action. Your signature will also reflect that an exception pursuant to Section 104(c) of CERCLA and Section 300.415(b)(5)(ii) of the NCP has been granted.

Approval: 

Bryan Olson, Director
Superfund & Emergency Management Division
EPA New England, Region 1

Date: 9/30/19

Disapproval: _____

Bryan Olson, Director
Superfund & Emergency Management Division
EPA New England, Region 1

Date: _____

Attachments:

- Attachment A: Figures
- Attachment B: Responsiveness Summary
- Attachment C: Administrative Record File Index
- Attachment D: ARARs Tables
- Attachment E: Enforcement Strategy (Confidential)

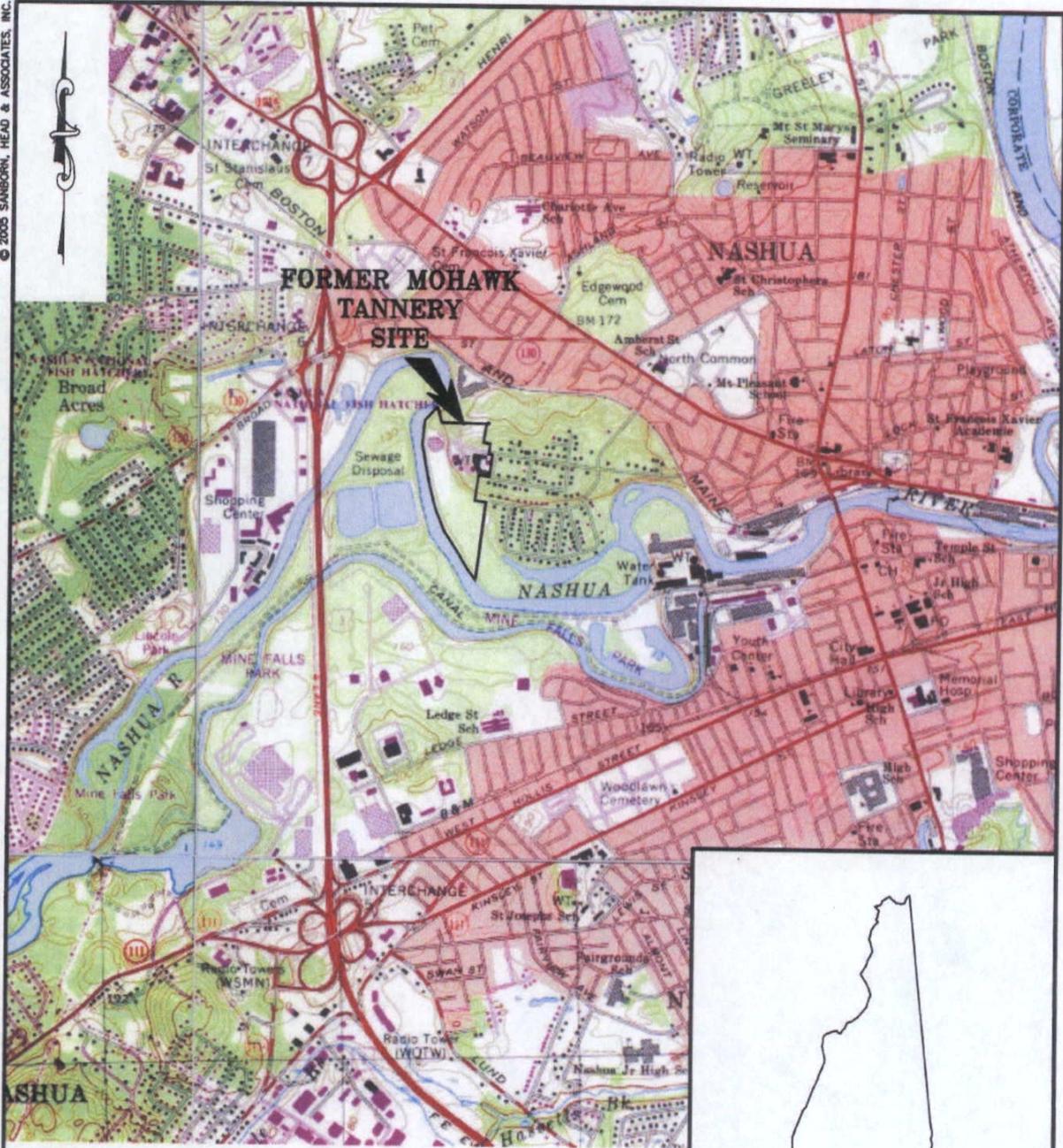
ATTACHMENT A: FIGURES

© 2005 SANBORN, HEAD & ASSOCIATES, INC.

IMAGES: Z:\VFPs\01-2000.dwg\POWERPOINT\mohawk.jpg
 Z:\VFPs\01-2000.dwg\POWERPOINT\MOHAWK.jpg
 Z:\VFPs\01-2000.dwg\POWERPOINT\MOHAWK.jpg
 Z:\VFPs\01-2000.dwg\POWERPOINT\MOHAWK.jpg
 Z:\VFPs\01-2000.dwg\POWERPOINT\MOHAWK.jpg
 Z:\VFPs\01-2000.dwg\POWERPOINT\MOHAWK.jpg

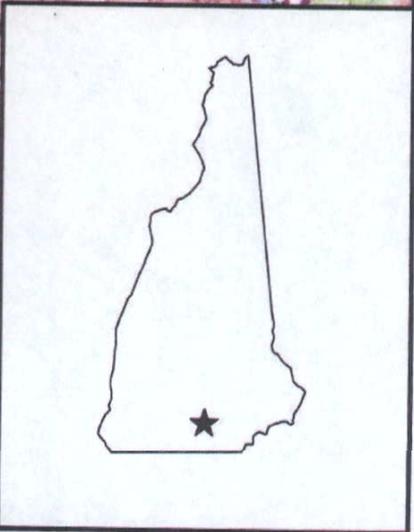
XREFS:

FILE: Q:\CONCORD\2158.0\dwg\2158-locus.dwg
 LAYOUT: LOCUS
 CTB FILE: SHA_STANDARD.CTB
 PLOT DATE: 3-16-05

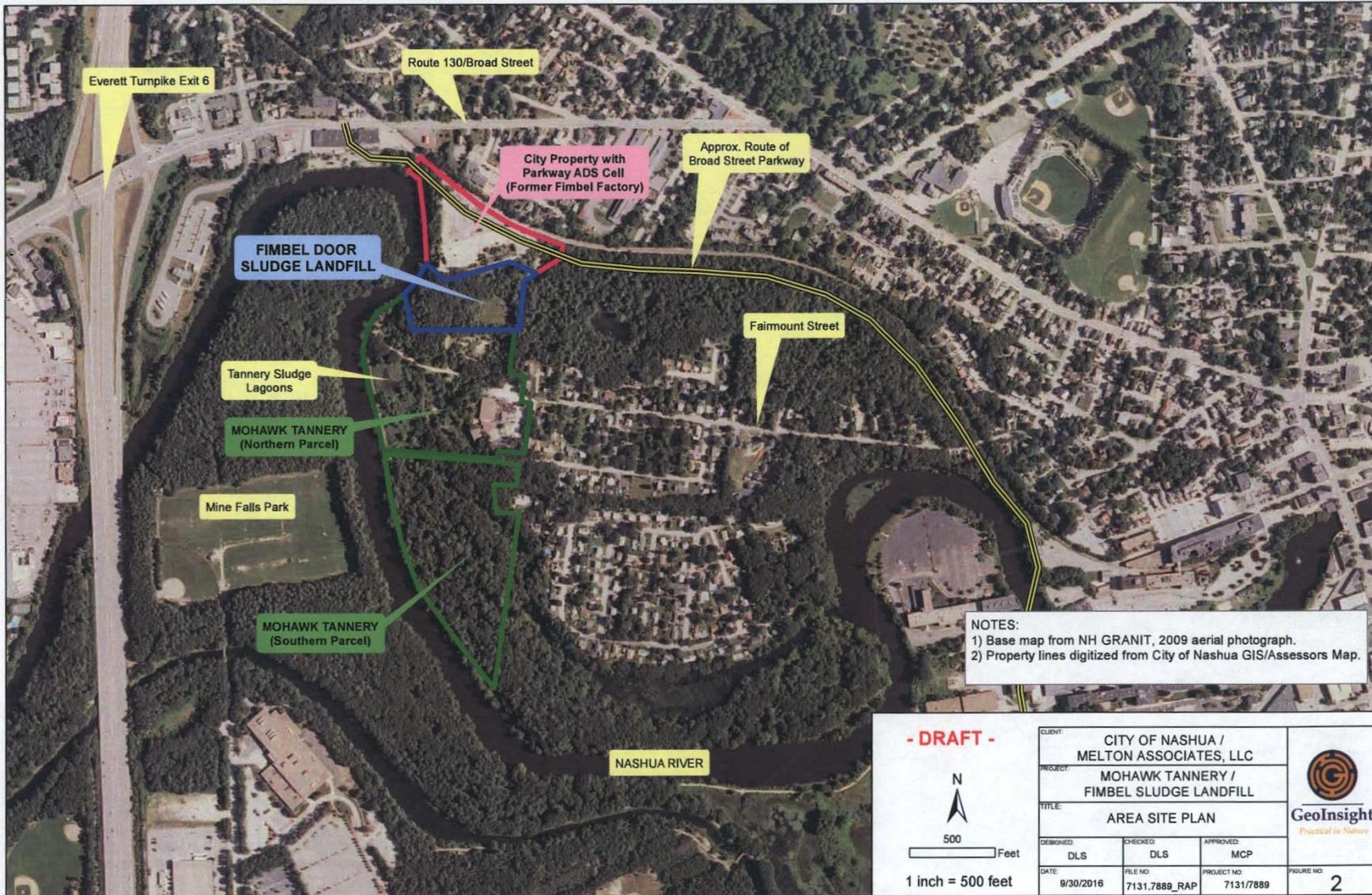


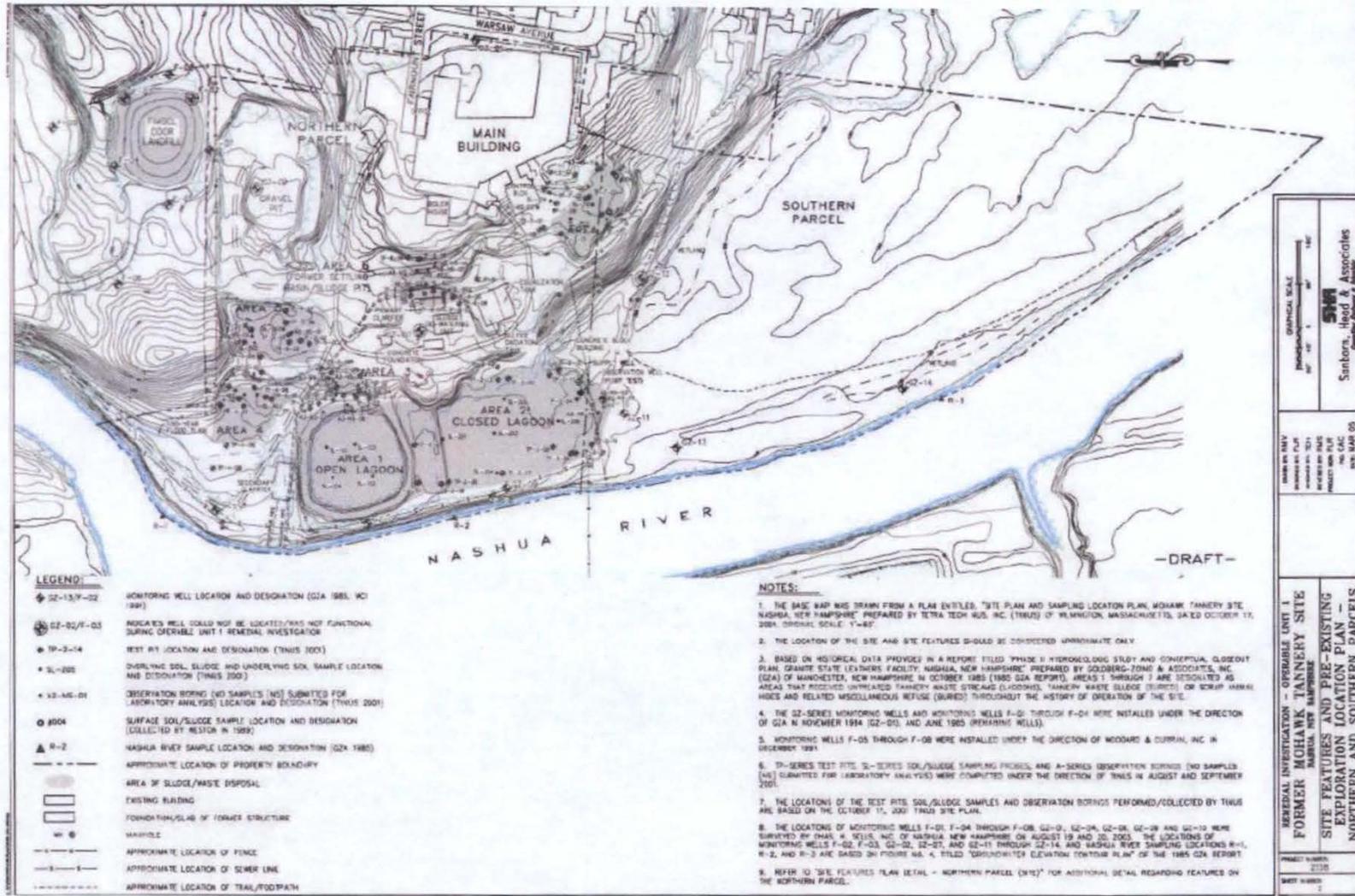
NOTES:
 BASE MAP TAKEN FROM 7.5 MINUTE
 USGS QUADRANGLE MAPS:
 NASHUA NORTH, NH (1965)(PROVISIONAL 1979)
 NASHUA SOUTH, NH (1965)(PROVISIONAL 1979)
 PEPPERELL, MA (1965)(PROVISIONAL 1979)
 SOUTH MERRIMACK, NH (1968)(PHOTOREVISED 1985)

-DRAFT-



FORMER MOHAWK TANNERY SITE NASHUA, NEW HAMPSHIRE		REMEDIAL INVESTIGATION OPERABLE UNIT 1 LOCUS PLAN	
 Sanborn, Head & Associates <i>Consulting Engineers & Scientists</i>		SCALE: 1"=2000' DATE: MAR 05	DRAWN BY: PGP CHECKED BY: CAC
		FILE NO.2158	FIGURE NO. 1





LEGEND:

- ◆ G2-13,7-02 MONITORING WELL LOCATION AND DESIGNATION (G2A 198L WC 1991)
- ⊕ G2-02,7-05 INDICATES WELL COULD NOT BE LOCATED/WAS NOT FUNCTIONAL DURING OPERABLE UNIT 1 REMEDIAL INVESTIGATION
- TP-3-14 TEST PIT LOCATION AND DESIGNATION (THIS 100)
- SL-200 OVERLINE SOIL, SLUDGE AND UNDERLYING SOIL SAMPLE LOCATION AND DESIGNATION (THIS 100)
- X2-MC-01 OBSERVATION BORING (NO SAMPLES [NO] SUBMITTED FOR LABORATORY ANALYSIS) LOCATION AND DESIGNATION (THIS 200)
- R-004 SURFACE SOIL/SLUDGE SAMPLE LOCATION AND DESIGNATION (COLLECTED BY RESIDUA IN 1991)
- ▲ R-2 NASHUA RIVER SAMPLE LOCATION AND DESIGNATION (G2A 198B)
- - - APPROXIMATE LOCATION OF PROPERTY BOUNDARY
- AREA OF SLUDGE/WASTE DISPOSAL
- ▭ EXISTING BUILDING
- ▭ FOUNDATION/SLAB OF FORMER STRUCTURE
- ⊙ WASTE
- - - APPROXIMATE LOCATION OF FENCE
- - - APPROXIMATE LOCATION OF SCHEM LINE
- - - APPROXIMATE LOCATION OF TRAIL/TODPATH

NOTES:

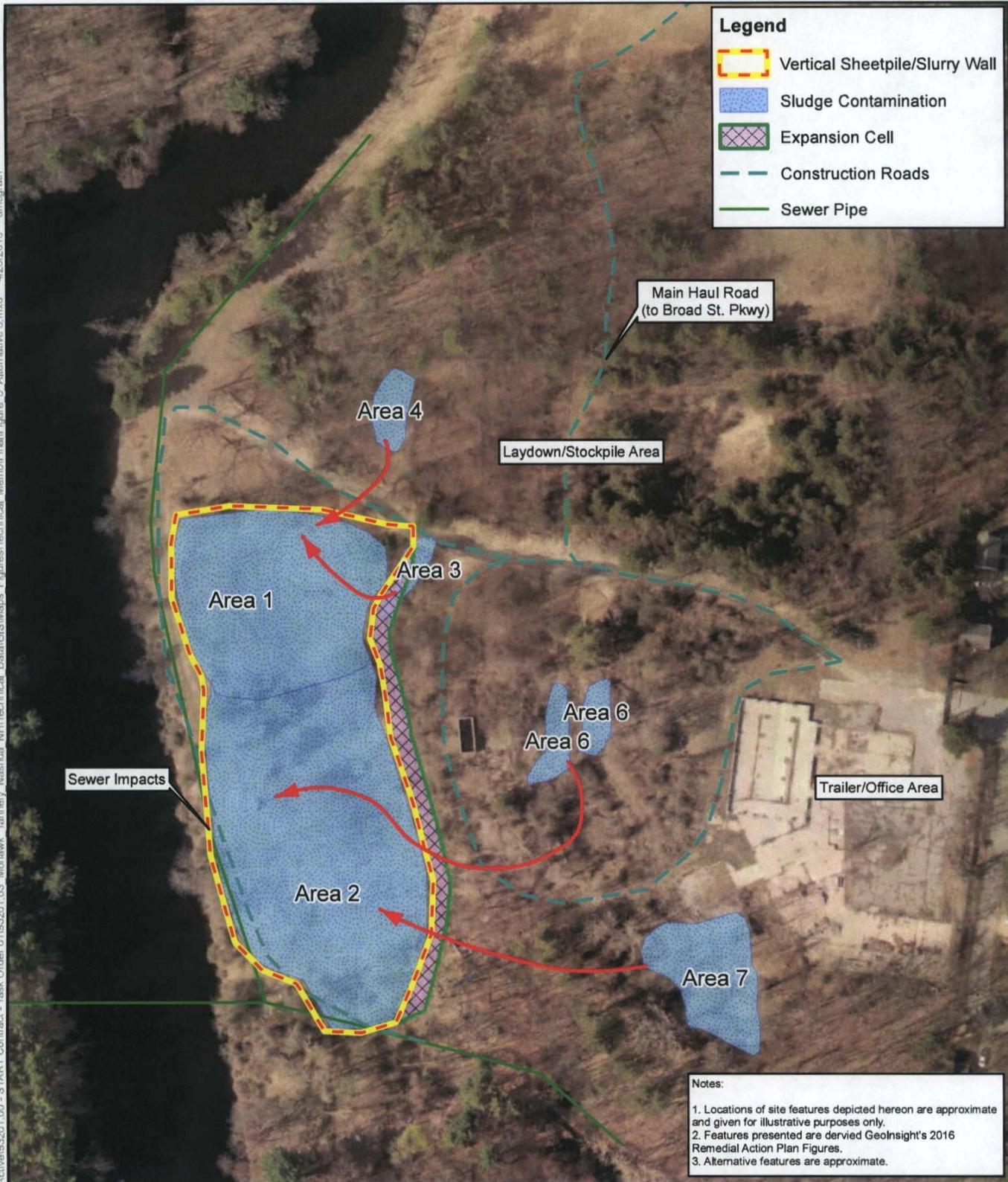
1. THE BASE MAP WAS DERIVED FROM A PLAN ENTITLED, "SITE PLAN AND SAMPLING LOCATION PLAN, MOHAWK TANNERY SITE, NASHUA, NEW HAMPSHIRE" PREPARED BY TETRA TECH RUS, INC. (THURS) OF WILMINGTON, MASSACHUSETTS, DATED OCTOBER 17, 2004. ORIGINAL SCALE: 1"=80'.
2. THE LOCATION OF THE SITE AND SITE FEATURES SHOULD BE CONSIDERED APPROXIMATE ONLY.
3. BASED ON HISTORICAL DATA PROVIDED IN A REPORT TITLED "PHASE II HYDROGEOLOGIC STUDY AND CONCEPTUAL GROUNDWATER PLAIN, GRAND STATE LEATHERS FACILITY, NASHUA, NEW HAMPSHIRE" PREPARED BY ZODDERS-TONE & ASSOCIATES, INC. (G2A) OF MANCHESTER, NEW HAMPSHIRE IN OCTOBER 1985 (1985 G2A REPORT). AREAS 1 THROUGH 7 ARE IDENTIFIED AS AREAS THAT RECEIVED UNTREATED TANNERY WASTE STREAMS (SLUDGES), TANNERY WASTE SLUDGE (SUDGE) OR SCRAP HARKS HIDES AND RELATED MISCELLANEOUS REFUSE (SUDGE) THROUGHOUT THE HISTORY OF OPERATION OF THE SITE.
4. THE G2-SERIES MONITORING WELLS AND MONITORING WELLS F-02 THROUGH F-04 WERE INSTALLED UNDER THE DIRECTION OF G2A IN NOVEMBER 1994 (G2-05) AND JUNE 1995 (OPERATING WELLS).
5. MONITORING WELLS F-05 THROUGH F-08 WERE INSTALLED UNDER THE DIRECTION OF WOODARD & CURRIAN, INC. IN DECEMBER 1994.
6. TP-SERIES TEST PIT, SL-SERIES SOIL/SLUDGE SAMPLING POINTS, AND A-SERIES OBSERVATION BORINGS (NO SAMPLES [NO] SUBMITTED FOR LABORATORY ANALYSIS) WERE COMPUTED UNDER THE DIRECTION OF THIS IN AUGUST AND SEPTEMBER 2001.
7. THE LOCATIONS OF THE TEST PIT, SOIL/SLUDGE SAMPLES AND OBSERVATION BORINGS PERFORMED/COLLECTED BY THIS ARE BASED ON THE OCTOBER 17, 2001 (THIS) SITE PLAN.
8. THE LOCATIONS OF MONITORING WELLS F-01, F-04 THROUGH F-08, G2-01, G2-04, G2-06, G2-08, G2-09 AND G2-10 WERE SURVEYED BY EMAS A. KELLS, INC. OF NASHUA, NEW HAMPSHIRE ON AUGUST 19 AND 20, 2003. THE LOCATIONS OF MONITORING WELLS F-02, F-03, G2-02, G2-03, G2-07, AND G2-11 THROUGH G2-14 AND NASHUA RIVER SAMPLING LOCATIONS R-1, R-2, AND R-3 ARE BASED ON POINTS IN A, TITLED "GROUNDWATER ELEVATION CONTOUR PLAN" OF THE 1985 G2A REPORT.
9. REFER TO "SITE FEATURES PLAN BETH - NORTHERN PARCEL (N12)" FOR ADDITIONAL DETAIL REGARDING FEATURES ON THE NORTHERN PARCEL.

FEDERAL INVESTIGATION - OPERABLE UNIT 1
FORMER MOHAWK TANNERY SITE
 SITE FEATURES AND PRE-EXISTING
 EXPLORATION LOCATION PLAN
 NORTHERN AND SOUTHERN PARCELS

SMB
 Sanborn, Reed & Associates
 1000 North Main Street
 Concord, NH 03301
 TEL: 603-224-0000
 FAX: 603-224-0001

PROJECT NUMBER: 02120
 SHEET NUMBER: 2

DATE: 07/23/09



Legend

- Vertical Sheetpile/Slurry Wall
- Sludge Contamination
- Expansion Cell
- Construction Roads
- Sewer Pipe

Notes:

1. Locations of site features depicted hereon are approximate and given for illustrative purposes only.
2. Features presented are derived Geolinsight's 2016 Remedial Action Plan Figures.
3. Alternative features are approximate.

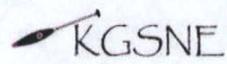
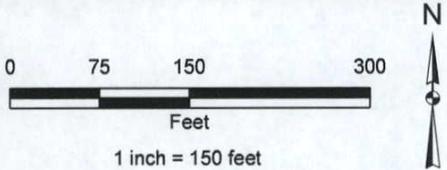


FIGURE 3

**ALTERNATIVE 5 ENCAPSULATION
FEATURES
MOHAWK TANNERY SITE
TDD No. SA-01-17-09-0001**

PREPARED BY: DFM	REVIEWED BY: SV
PROJECT NO. 93201.03	DATE: OCT 2017

ATTACHMENT B: RESPONSIVENESS SUMMARY

Responsiveness Summary

Mohawk Tannery Site, Engineering Evaluation/Cost Analysis (EE/CA)

A notice was placed in a local paper (The Telegraph) on July 13, 2018, announcing a 30-day public comment period (July 9th through August 8th, 2018) on an EE/CA Amendment for a proposed Non-Time Critical Removal Action at the Mohawk Tannery Site. The notice also announced a public information meeting to be held on July 25, 2018 and invited the public to submit comments during the 30-day public comment period. EPA did home visits in the Site's area to invite residents to the meeting. During the meeting, verbal comments from the public were taken and transcribed by a stenographer. Also, during the meeting, several commenters requested (and EPA granted) an extension to the public comment period of one additional month (through September 7, 2018).

After the public information meeting, a group of neighbors requested an informal meeting to clarify technical questions on the alternatives presented. EPA, the local private party, the private party's consultant, and a contractor met with this group of neighbors and other citizens on August 29, 2018. The local private party's consultant and the contractor showed figures and videos about the construction techniques that could be used and answered numerous technical questions. The meeting was made public (announced in the local newspapers) by the group of neighbors and it was very well attended with over 50 people, including some City Aldermen. New Hampshire Department of Environmental Services (NHDES) staff was also present at the meeting.

After that, the City's Board of Aldermen asked for a presentation of EPA's preferred alternative to ensure all Board members were up to date on the project status. On October 2nd, 2018, EPA and the private party's consultant provided a summary of EPA's preferred alternative, including a position statement, a summary of recent past and future activities, and a general description of EPA's preferred alternative. The meeting was open to the public and it was attended by NHDES and City officials, including Mayor Jim Donchess.

The following day, on October 3rd, 2018, at the request of the group of neighbors, EPA and the local private party held a tour of the Site to show the Site's major features and an overview of the preferred alternative. About 20 people including residents and City Aldermen attended the Site visit. Numerous general and technical questions were answered during the Site tour.

Verbal comments received during the public information meeting, written comments received during the 60-day public comment period, and EPA responses (in blue) to those, are summarized below.

1. Some commenters expressed concern about two possible pathways of exposure, *i.e.* the consumption of groundwater as drinking water and for irrigation purposes, and the exposure to chemicals by children playing in the woods.

Exposures to Site contaminants in the drinking or irrigation water should not be a concern because no one in the Site's adjacent neighborhoods is using the groundwater for these purposes (everyone is connected to Nashua Public Water). Also no one is currently exposed to the

contaminated groundwater because it flows away and downgradient from the neighborhoods towards the Nashua River. This information was presented during the public meetings and is thoroughly documented in the 2005 Remedial Investigation.

Exposures to contaminants in on-site soils is possible and that is the primary reason for the Site being currently fenced. It is also one of the main exposure scenarios that EPA plans to address with the selected alternative. Once the selected alternative is implemented contaminated soils around the Site will be consolidated into the containment structure to prevent exposure to people (including children) who spend time on the Site. The Southern Parcel will be cleaned up to prevent any unacceptable risk of contaminant exposure from future recreational activities on the parcel.

2. One commenter stated that it was impossible to see a legitimate reason to choose containment over removal for any reason other than financial prudence.

As explained at the public meetings and documented in the 2018 Amended EE/CA, cost is only one of several factors used to evaluate and choose Alternative 5 as the selected alternative. All alternatives to address the Site were subject to a comparative analysis that included a balancing act of the following factors and sub-factors:

- Effectiveness
 - Overall Protection of Human Health and the Environment
 - Compliance with Applicable or Relevant and Appropriate Requirements (ARARs) and Remedial Action Objectives (RAOs) per the Comprehensive Environmental Response Compensation and Liability Act (CERCLA)
 - Reduction of Toxicity, Mobility, or Volume through Treatment
 - Short-term and Long-term Effectiveness
- Implementability
- Cost

The comparative analysis concluded that all three alternatives would be protective, meet the CERCLA ARARs, achieve RAOs, and be effective in the short and long terms. However, only Alternative 5 offered the possibility to meet these requirements while causing limited environmental impacts, at a reasonable cost. For further information, please see the 2018 EE/CA Amendment at <https://semspub.epa.gov/src/document/01/627479>.

3. Several commenters were generally opposed to containment, stating that EPA's preferred alternative is not safe because:

- the barrier could fail and pollute the surrounding waterways;
- severe rain events are becoming more common and that the containment will be too close to the river; and
- the bottom is not lined so that material will leak out sooner than expected.

The commenters stated that EPA's preferred alternative will eventually cost more than Alternative #1 because repairs will eventually need to be made; monitoring will need to be paid for indefinitely; and because of likely cost overruns associated with its implementation.

The commenters also said that residents adjacent to the Site have waited a long time for cleanup of this proposed Superfund Site and that the only alternative they will accept is Alternative #1 (Excavation and Offsite Disposal).

EPA understands these concerns and addressed them at the public informational meeting, at the informal meeting, and at a Site visit with the neighbors. The vertical containment unit and impermeable capping to be built around the former lagoons will be designed and built to withstand a 500-year flood event. This would be the event that has a 1 in 500 (0.2 percent) chance of occurring in any given year, and it is a much rarer event than the 100-year flood (1.0 percent) event. The 100-year flood and 500-year flood elevations correspond to 127.7 feet above mean sea level (AMSL) and 135.5 feet AMSL, respectively. Only approximately 20 % of the containment area will be within the 100-year flood zone.

The current plan for the containment structure envisions the top of the retaining walls on the west side to be 136 feet AMSL and up to 145 feet AMSL or higher on the east side. This means that even in the worst-case scenario (the 500-year flood event), the flood waters will always be passing around/against the vertical concrete retaining walls and not over the top of the cap.

The containment structure design will comply with all the FEMA and US Army Corps of Engineers (USACE) specifications for a project located within the 500-year flood zone and will be reviewed and approved by a Licensed Professional Engineer. While some aspects of the containment wall design were discussed at various public meetings, such as reinforcing the river edge with some stabilizing material to help prevent the erosion of the area between the river and the vertical containment unit, no determination has been made as to the final design of the containment structure. The design of any structure will be reviewed and approved by EPA and must meet regulatory requirements for a structure being built to withstand a 500-year flood event. At a minimum the design will include a 500-year flood scour analysis to determine if the existing river bank and its natural vegetation would withstand 100-year and 500-year floods. Because of all these design features, EPA considers it highly unlikely that the containment structure will fail.

EPA does not believe that the sludge waste in the former lagoons will leak out because the bottom of the containment unit will be unlined. As presented during the meetings and observed on-site, the sludge waste at these former lagoons is of a semi-solid consistency in former Lagoon #1, and of solid (soil) consistency at Lagoon #2. Additionally, this material currently sits on top of the till, which is a geologic formation with a very low permeability rate. Any of the vertical barriers contemplated in the Action Memorandum will reach the till layer, and therefore will greatly enhance the existing natural barrier between the sludge waste and its surroundings by installing vertical barriers around it, and an impermeable cap on the top.

While EPA's selected alternative (Alternative #5) will have indefinite monitoring costs, the cost estimates that were used as part of the 2018 EE/CA Amendment are extremely conservative and show a significant cost differential between it and Alternative #1

(Alternative #5 is 14.2 to 24.6 million dollars less expensive than Alternative #1). It is very difficult to conceive that any repairs or cost overruns will reach this differential, thus EPA does not believe that its selected alternative will cost more than Alternative #1.

Since the Site was proposed to the National Priorities List (NPL) in 2000, many actions have taken place and explain the Site's status. Here's a brief chronology of events:

- From 2000 to 2001, EPA addressed immediate health threats from the Site (*i.e.* asbestos-containing material from a former tannery building, hazardous substances, and contaminated containers, drums and tanks).
 - In 2002, EPA conducted an EE/CA but, at the request of the City, stopped its efforts to conduct a Non-Time Critical Removal Action (NTCRA). The City wanted to explore the possibility of engaging a local private party who would be able to conduct the cleanup and re-use the property in a productive and meaningful way to the City and the surrounding community.
 - In April 2012, contractors hired by the City of Nashua removed and disposed of asbestos containing materials from on-site buildings. City contractors demolished and removed the buildings in May 2012.
 - From 2002 to 2016, several private parties showed interest in the Site but declined moving forward. EPA funded several investigations to characterize the Site, including a Remedial Investigation (RI) conducted by the NHDES and a Solidification/Stabilization Treatability Study. EPA also responded to fires and other emergencies at the Site. A private party entered into a purchase and sale agreement with the owners of the Site and furthered the EPA Treatability Study.
 - In 2017, EPA targeted the Site for immediate attention and in 2018 completed an amendment to the 2002 EE/CA, selecting Waste Encapsulation and Impermeable Capping as the preferred alternative (referred to as Alternative #5).
 - In 2019 the private party has been preparing design plans and refined cost estimates for EPA's selected alternative.
4. One commenter stated that EPA suggested full remediation in its initial study, but the agency did not put it on the National Priorities List many years ago because of how long it would have taken to be addressed.

Please see the response to comment #3 above.

5. One commenter indicated that EPA did not describe the full removal option at any public meetings and only discussed encapsulation. The commenter requested a detailed explanation of Alternative #1 and the factors that contributed to its cost. This commenter also noted that

there may be some confusion about whether there was a nearby site that would accept the Site's waste; whether the waste would be treated off-site; and whether there was also an on-site treatment method. Lastly, he wanted to know if Fimbel Door Landfill material would be addressed the same way as the Site's waste since it originated at the Site.

As required by CERCLA and the National Contingency Plan (NCP), all three alternatives, Alternative #1 (Excavation with Off-Site Disposal), Alternative #4 (Solidification/Stabilization), and Alternative #5 (Waste Encapsulation and Impermeable Capping) were equally and fully evaluated in the 2018 EE/CA Amendment using a comparative analysis of three criteria: effectiveness, implementability, and cost. Alternative #5 was determined to be the selected alternative, as it achieves the best overall balance of the criteria above and meets the Removal Action Objectives. At the public meetings, the emphasis was on EPA's preferred alternative at the time, however there was ample opportunity to discuss the other alternatives as well. Please see the introduction to this responsiveness summary for more information about the meetings held.

To address the commenter's last question, the Fimbel Door Landfill is not within the scope of this NTCRA, therefore the selected alternative does not address the Fimbel Door Landfill. However, the private party performing the NTCRA may opt to address the Fimbel Door landfill in the same manner as the remedy chosen in this Action Memorandum. In such a case, those other actions would be done by the private party in conjunction with the work at the Site.

6. One commenter shared with EPA pictures of a steel reinforced concrete secant wall used as the foundation of an apartment building near the Back-Bay area of Boston. The commenter indicated that the wall was used to hold back and retain the water table around the building, that leaking, and reinjections are so common for this type of walls, and that the observed dampness is acceptable for the construction standards. The commenter requested that EPA consider this fact moving forward and that it strongly consider total removal of all toxic materials.

EPA appreciates the sharing of the pictures and the interest of the commenter in the selected alternative. EPA is aware that some leaking from the surrounding groundwater into the containment unit through the secant walls is to be expected. However, given the current state of the sludge waste (semi-solid to solid); and considering that any encapsulation structure would be keyed into the till formation; EPA does not expect the selected alternative #5 to exacerbate the current levels of contamination in the groundwater.⁷

7. One commenter repeatedly indicated that anaerobic digestion of the Site waste and Fimbel Door property waste could be a better solution than EPA's preferred alternative. This commenter stated that the biogas that would be generated could be used in a controlled and enhanced manner to generate electricity. The commenter also stated that anaerobic digestion would reduce the waste volume to 20% of the original volume and that the remaining volume of digestate containing hexavalent chromium and other heavy metals could be converted to slag using gasification and plasma cracking powered by some of the generated electricity.

The commenter also objected to the proposed remedy because methane gas would be produced, resulting in internal containment pressures which, if exceeded design pressure limits, could result in a breach or explosion.

The commenter proposed two alternatives. The first (On-Site Modification) would involve:

- designing an external anaerobic digestion system;
- installing a specially designed cover that would vent the methane and deliver it to an electrical generator to power the planned housing units;
- designing a gasification/plasma system to elemental slag; and
- providing a facility for the organic waste from the planned housing units to be used as a continual supply of fuel for the anaerobic digestion system.

The second alternative (Off-Site Modification) would include:

- excavating the tannery waste and depositing it at a separate barrier lined excavation pit within the 4 Hills Landfill;
- installing a specially designed cover to deliver methane to a Landfill Operating Plant System, and allowing for the filling and extraction of organic waste;
- designing an anaerobic digestion system to generate heat, electricity, and reduce the tannery waste to a residual digestate;
- designing a gasification/plasma system that would be powered by the anaerobic digestion system and would clean up the digestate to elemental slag; and
- conducting a study for the separation of the organic part of the trash pickup to be used as feedstock for the entire system.

EPA appreciates the commenter's interest in addressing the issues at the Site with an innovative, sustainable, and energy generating set of technologies. EPA has carefully evaluated the technical feasibility of the anaerobic digestion technology which is at the core of the two alternatives proposed, and has determined that it is not applicable, given the characteristics of the sludge waste.

The following considerations factored into EPA's evaluation and conclusion:

- The inorganic contaminants (*i.e.* metals) are not biodegradable. Anaerobic digestion may possibly change their chemical state, but the metals would remain present in the sludge waste, after digestion.
- Many organic contaminants can be bio-degraded under the appropriate conditions. However, the organic contaminants in the tannery sludge are particularly recalcitrant to bio-degradation, particularly in an anaerobic environment. In general, organic chemicals are more quickly degraded in the aerobic settings, rather than the anaerobic approach described in the proposed technology. In addition, heavy metals in the sludge can inhibit the growth of microbes necessary to bioremediate organic contaminants. Anaerobes (microbes that grow under no-oxygen conditions) are particularly sensitive to inhibitory compounds such as heavy metals.

- Anaerobic digestion will not treat the asbestos at the site.
- It is likely that the former lagoons already have anaerobic zones and that they are not showing treatment of the organic chemicals. In fact, the data collected between the early 2000's and 2013 supports this assertion, indicating that it is likely that inhibitory conditions are present. Based on these Site conditions, it is unlikely that the proposed technology would significantly assist in meeting the NTCRA RAOs:
 - Prevent, to the extent practicable, direct contact with, and ingestion of, contaminants in tannery sludge/waste and associated soil at concentrations exceeding Removal Goals (RGs);
 - Prevent, to the extent practicable, direct contact with, ingestion, and inhalation of asbestos fibers present within the Site;
 - Prevent, to the extent practicable, a release of contaminants to the Nashua River from a flooding event;
 - Limit, to the extent practicable, further migration of contaminants from tannery sludge/waste and associated soil to Site groundwater; and
 - Prevent future ecological receptor exposure to contaminated materials consolidated and contained on-Site which could potentially cause adverse effects.

For these reasons, anaerobic digestion would not be a viable alternative to treat the waste sludge and the two alternatives proposed by the commenter do not warrant further consideration.

8. A couple of commenters acknowledged that full excavation and cleanout will be more expensive and require more work in the short term; that it will be more disruptive and generally annoying to the neighborhood, and that it will result in some increased emissions from the heavy vehicular traffic in the area but that this traffic will happen despite the option chosen. They would not mind the increased traffic along Fairmount Street; however, they would prefer that the Broad Street Parkway be used instead. In their opinion, these problems pale in comparison to the long-term risks that the community has already been facing and will continue to face if the Site is not cleaned up. They stated that the citizens of Nashua hope that EPA will reconsider its options and decide that Alternative #1 is the only way to proceed.

EPA understands that there is general apprehension in the community towards the selected alternative (Alternative #5). However, as explained in the various public meetings, that apprehension is largely based on a limited understanding of the Site's physical conditions, the nature and the location of the Site contaminants, and the details of the construction techniques to implement Alternative #5. EPA has carefully reevaluated all its options considering the comments received and has confirmed its conclusion that Alternative #5 should be the selected alternative as it achieves the best balance of the CERCLA evaluation criteria.

9. A couple of commenters wanted to know what other Sites in EPA Region 1 and in the nation had waste capped in place along with residential development and how successful they were.

One of the commenters specifically mentioned the Kooper's Corporation Brownfields Site as an example where community opposition resulted in the cancellation of similar plans, and that additional remediation is ongoing with uncertain development plans. The commenter also asked what the outcome of the 2004 plan was to encapsulate the oil contamination at the Beede Site in Plaistow, NH so that residential development could proceed.

There are several Sites both within EPA Region 1, and even more so nationwide, where there has been successful capping in place of waste, along with residential development near the capped area. Just a few examples of Superfund Sites in EPA Region 1 are as follows:

- Nyanza Chemical Waste Dump, Ashland, MA
- Winthrop Landfill, Winthrop, ME
- South Weymouth Naval Station, South Weymouth, MA
- Industriplex, Woburn, MA

Some other examples of Superfund Sites nationwide are as follows:

- Velsicol Chemical, St. Louis, MI
- Stauffer Chemical, Tarpon Springs, FL
- GE Moreau, Moreau, NY

The "Kooper's Corporation Brownfields Site" that was mentioned as an example, is a State Brownfields Site known as the Former Koppers Site in Nashua NH. It is a Site where the remedy has some components similar to the EPA's selected alternative for the Mohawk Tannery Site (*e.g.* a cap over existing waste and a Sheet Pile barrier), but also differs greatly from the Mohawk site in terms of the type of contaminants and the media where these contaminants are located. For instance, at the Former Koopers Site the composition of the waste is in liquid form within the groundwater and the original remedy was a sheet-pile barrier along a section of the Merrimack River bank to prevent its discharge to the River. In contrast, at the Mohawk Site, the waste is semi-solid sludge and/or soil-like material and the waste will be contained in place by surrounding it completely with an appropriately designed containment structure.

Regarding the Beede Site in Plaistow, NH, EPA must clarify that the Site's remedy per the 2004 Record of Decision did not require encapsulation. Rather it required a four-phased comprehensive cleanup approach which included capture and on-site treatment of contaminated groundwater, two phases of thermal enhanced vacuum extraction to remove VOCS and residual oils, and a final phase to remove contaminated soils and sediment within the property. Cleanup standards were set to allow for eventual residential reuse and the groundwater treatment system has been operating since 2014. The first phase of the vacuum extraction was completed and met the cleanup requirements in 2015, while the second phase is currently underway. The final soil and sediment excavation is expected to start in 2021. At the completion of the remedial actions for soils, residential reuse would be allowed with activity and use restrictions placed in certain areas to restrict activities that might expose certain wastes left on site.

10. One commenter stated that the toxins at the Site should be treated on-site if possible, and any toxic residues should be removed and buried in a landfill approved for such materials.

On-Site treatment of the contaminants at the Site has been considered and evaluated at several points throughout the history of the Site. Unfortunately, the treatment option most compatible with the Site conditions and re-development plans (*in-situ* solidification/stabilization) proved to be technically feasible but with concerns/questions about possible leaching of more toxic by-products, such as phenols, and at a cost-prohibitive expense in the use of additives (*i.e.* organic clay materials) to prevent their release from the solidified wastes into the surrounding groundwater.

As for the removal and off-site disposal of toxic residues in approved facilities, the presence of dioxins would be the most significant limiting factor, closely followed by the high volume of wastes at the Site (approximately 109,210 tons or 80,896 cubic yards of sludge waste and contaminated soils combined). The presence of dioxin in the sludge waste may result in there being only a limited number of licensed disposal facilities that would likely accept the dioxin-contaminated waste. Please see the answer to question # 5 above for more details about the review of the Off-Site Disposal Alternative #1 in the 2018 EE/CA Amendment.

11. One commenter expressed full support of EPA's recommended alternative. The commenter felt that the recommended alternative is the best and most affordable alternative to remediate the Site and protect the environment and the health of the neighboring community. They also indicated that it would allow the property (which has not paid City taxes in years) to contribute once again to the City's Annual Revenues, and that the local developer has an excellent reputation and track record of remediating Brownfield Sites and can be trusted to do a safe and thorough job at the Site.

EPA appreciates the commenters' support for EPA's selected remedy. It is a goal of EPA to return sites to beneficial use whenever possible, and as the commenter expressed, this remedy will promote re-use, as well as allow the property to contribute tax revenue for the City.

12. Another commenter expressed support to the EPA, NHDES, and the City of Nashua's effort to remediate and make productive the former Site and adjacent properties. The commenter indicated that it is critical that the two open lagoons and their prospective impact on the river and surrounding floodplain be addressed as larger and more violent weather events are experienced. The commenter also indicated that the remediation of the Site will allow the neighborhood access to both the river and the Mine Falls Park at the opposite side of the river.

EPA appreciates the commenter's support. The selected remedy will be constructed so as to withstand a 500-year flood event, whereas the current status of the lagoons has no protections in place to prevent the release of lagoon materials into the river due to any flooding, much less a 500-year flood event. The Southern Parcel will be cleaned up to prevent any risk of contaminant exposure from future recreational activities on the parcel.

13. Another commenter expressed support to EPA's proposed remedy stating several benefits:
- the provision of a secure, long-term remedial solution to protect the neighborhood and the Nashua River;
 - after remediation completion, the transfer of the long-term oversight of the project from EPA to NHDES would allow EPA to focus on other important cleanup projects;
 - the community would benefit with future tax revenue from a new development; and
 - the new development would help preserve undeveloped greenspace from the effects of urban sprawl.

EPA appreciates the commenter's support. Please see response to comment #12 above.

14. Another commenter expressed support for the proposed remedy indicating that the benefits derived from the remediation and new development far outweigh the alternative of leaving the Site in its current condition.

EPA appreciates the commenter's support for EPA's selected remedy and, as stated above in response to comment #12, EPA agrees that the benefits of this remedy far outweigh leaving the Site as is.

15. One commenter stated that the local developer at an informal meeting on August 28, said that a complete remediation of the Site would not occur. The commenter expressed that [the private party] had a done deal with the City and EPA and that these entities are on his side and not with the neighboring community. The commenter also expressed the following:

- that the developer, his family, friends, people working on the project, and the City's tax base would be the only ones to benefit from EPA's preferred alternative;

EPA understands that if this Site is remediated under the selected alternative, the entire surrounding community, the City and the State will benefit from the abatement of risks to human health and the environment, and the productive re-use of the property.

- that City residents ignored the fact that the lagoons in question are located on the river's edge and that toxins have been leaching into the Nashua River; The existence of the lagoons has been documented in EPA and NHDES public documents since the Site's first pre-remedial investigation was completed in August 1987. Although direct discharge of tannery operation waste was documented in the past, testing of surface water and sediments at the Nashua River have not revealed the presence of any contaminants at levels exceeding Federal or State standards. In fact, a 2013 EPA Risk evaluation concluded that Site-related contaminants in river sediment did not exceed ecological benchmarks for aquatic organisms and indicated that surface water in the Nashua River did not require analysis because previous studies had shown that Site-related chemicals in the surface water were not elevated.

- that the neighborhood has no idea if their properties are contaminated and that no testing has been done on the land with homes at numerous roadways and properties surrounding the Site;

On several occasions, EPA's Removal Program has tested the soils of neighboring properties as part of their response to fires at the abandoned buildings of the former tannery operations. Testing for asbestos in soil found no asbestos in all the samples taken. Most recently, on a property abutting the Site, the EPA Removal Program performed a Removal Preliminary Assessment/Site Investigation (PA/SI), at the request of the property owner, to determine if there were Site related contaminants on the soils posing unacceptable risks. The PA/SI concluded that there were no Site related contaminants posing unacceptable risks.¹

- that EPA's preferred alternative will not protect the groundwater as the contamination would continue to be unlined at the bottom, the same way that it was done at the Coakley Landfill in North Hampton and that the contamination has been and continues to be a large threat to its neighbors;

Coakley Landfill is an unlined landfill, as are many landfills in New Hampshire and across the country, especially those that were capped in-place as part of a CERCLA Remedial Action. Each CERCLA site needs to address site-specific conditions, that are often unique to each site, thus comparisons across sites are seldom applicable. The potential relationship between the selected remedy and the Site's groundwater is specifically discussed in Comment #1. It is not accurate to state that the Coakley Landfill's contamination has been and continues to be a large threat to its neighbors since CERCLA remedies have been implemented at that Site that are protective of human health and the environment.

- that the installation of secant walls will push the toxins into the water table, the river, streams and adjacent neighborhoods, and that it is impossible to know what will be pounded and dispersed to these areas;

The type of containment structure used has not been decided and will be determined during design. If the use of a secant wall is chosen, there is no reason to expect that the installation of a secant wall will push toxins into the water table, the river, streams and adjacent neighborhoods as the wall will be outside the contaminated soil/sludge and clean soil is removed prior to the installation of the wall. The consistency (it is mostly soil-like) and location of the sludge waste is such that it is relatively immobile so once contained would not pose a threat of migration into downstream areas (see response to comment #3 above). EPA has extensive data on the location of the lagoon materials which has been thoroughly evaluated and documented in public documents since 1987 and will be used to precisely locate the installation of the walls

¹ For a complete report of the PA/SI and its evaluation please see the Site Investigation Closure Memorandum for the Hughey St. Site, dated July 1, 2019, SEMS doc ID# 637702.

so that Site contaminants are consolidated within the containment area and encapsulated from the rest of the environment.

- asked what the effect of forcing pylons would be on the foundations of surrounding properties;

Again, the type of containment structure used has not been decided and will be determined during design. It is unclear what the commenter is referring to regarding pylons as pylons were not one of the three types of containment structures considered. Regardless, no impact to the foundations of surrounding properties is expected from the installation of any of the containment structures considered in the Action Memorandum.

- that not all “dumping grounds” at the Site have been identified and that most likely these would be the soils that would be dug up during the construction;

EPA has extensive data on the location of the lagoon materials and contaminated soils throughout the Site which has been thoroughly evaluated and documented in public documents since 1987. In addition, areas to be excavated during the construction will need to demonstrate, via confirmatory sampling, that contaminant levels at the remaining soils meet the Removal Goals listed in the Action Memorandum.

- asked if these soils would be sold for profit;

No. Under the selected alternative excavated soils will be disposed at the containment structure. No material would be transferred off-Site.

- that a small company just formed by the local developer is not large, experienced and capable enough, to address such a large project;

It is EPA’s responsibility to approve a qualified contractor to perform the work. Therefore, any contractor proposed will have to meet EPA’s standards for contractors that are experienced in remediation of contaminated sites before being permitted to work on the selected alternative.

- that she does not trust the developer and the City of Nashua who have contrived the preferred alternative project, and thrown it at the public with 2 months of public comment;

To be clear, the selected alternative was chosen by EPA after considering several alternatives that were presented and evaluated by a federal contractor. Following the rules laid out by CERCLA and regulations issued to implement the law, titled the National Contingency Plan (NCP), EPA presented its preferred alternative to the public on July 25, 2018 and offered the 30-day comment period prescribed by law. However, in deference to the numerous requests received at the public hearing, EPA immediately granted an additional 30 days to the comment period.

- that the public should be educated on the contents of the lagoons, the tannery property, and the repercussions of the secant wall being erected;

Please see EPA's response to second bullet above. At three separate public meetings and a Site tour, EPA has held extensive and thorough education of the public on the three presented alternatives and other Site-related topics. Please see the introduction to this responsiveness summary for more details.

- that the public should be given an opportunity to ask the City's Board of Aldermen and the Mayor to contribute a substantial amount of funds to alleviate their future cancer and property value fears;

The public's potential interactions with local authorities are outside of the scope of this NTCRA. The selected alternative will address potential cancer risks posed by the Site (current risks identified have been found to be limited to trespassers who have had direct contact with the sludge waste and other contaminants in the soil) and will remediate the Site so that the Northern Parcel is safe for unrestricted use (except in the area of the contained waste) and the Southern Parcel is safe for its future intended use (recreation). As for property values, EPA cannot predict future outcomes but re-use of the Site property, facilitated by EPA's selected alternative, would be expected to have a positive impact.

- that the City has a purchase and sale agreement to sell a parcel of land to the developer and that this property holds waste from the Site and asbestos removed during the construction of the Broad Street Parkway; and that EPA is promoting a plan which will forever decrease the neighbors' property values, increase the risk of contaminating their land, drinking water, and contracting cancer.

EPA understands that a private party is in conversations with the City to acquire a parcel of land known as the City's Right of Way. This parcel is not part of the Site and therefore is not within the scope of this NTCRA.

EPA respectfully disagrees with the overall comment. EPA has documented within the Administrative Record for the NTCRA that the selected alternative is protective of human health and the environment, and when weighed against the evaluation criteria of effectiveness, implementability and cost, achieves the best balance of these criteria while achieving the Removal Action Objectives.

16. One commenter believes that removal of contaminants is a much better alternative than on-site containment, but that given the long time and high uncertainty for the funding of contaminant removal, the commenter supports on-site containment. Nonetheless the commenter is concerned about the long-term viability of the remedy and asked:

- *What predictions have been used, and analyses carried out, relative to stormflows in the Nashua River near the Site and of the likelihood of erosion and damage to river banks in this area?*

- *It is understood that the proposed secant walls will be constructed with a mixture of soil, bentonite clay and cement and will be considerably softer than, for instance, concrete walls. If the slope between the walls and the river, or the areas upgradient or downgradient of the containment area, erode, would the exposed containment walls be strong enough to resist scouring or impact from trees or ice blocks being carried by floodwaters?*
- *What slope stabilization strategies will be taken and how will these strategies affect wildlife and the ecology of the immediate area?*
- *Has consideration been given to relocating the containment further from the river?*

EPA appreciates the understanding of the time and funding uncertainties and the general support for the selected, alternative. EPA also understands the concerns about the long-term viability of the remedy and offers the following response to the specific questions:

Relative to storm flows in the Nashua River near the Site and of the likelihood of erosion and damage to river banks in this area, the private party's consultant performed an analysis to predict flood conditions from computer models resulting from the 100-year and 500-year flood events in the Nashua River, adjacent and west of the proposed sludge containment structure. The intent of the evaluation was to: 1) predict theoretical water surface elevations for each of the projected events, 2) approximate the water flow and velocity in the river channel, and 3) evaluate the potential for these catastrophic events to cause scouring of the riverbank and floodplain at the Site. The consultant evaluated the potential for both events to result in scour of the ground surface within the elevations between the normal water level and the 500-year flood level. Based upon the Site-specific model simulations, there is a potential for erosion of the ground surface located between the normal water level and the 500-year flood level in a worst-case scenario. This could occur with unvegetated/bare riverbank soil surfaces if not well-maintained.

In general, unvegetated/bare soil surfaces can be resistant to water velocities up to approximately 2 to 4 feet per second (fps), depending upon the composition and density of the soil. Well-vegetated soil surfaces can be resistant to water velocities up to approximately 3 to 8 fps. For water velocities above approximately 4 to 8 fps (or lower for soils that are more susceptible to erosion), resistance to scour can be achieved by: maintaining specific erosion-resistant vegetative species; installing erosion control materials such as erosion control blankets (ECBs) or turf reinforcement mats (TRMs); or constructing hard armored surfaces such as rip-rap slopes, gabions, concrete, etc. Engineering references indicate that well-vegetated riverbanks could withstand a range of flood flow velocities of 3 to 8 fps. The consultant used the 5 to 7 fps flow range (500-year flood) from the modeling as the water will have a higher velocity at the current riverbank than it will at the fringes of the 100 or 500-year flood limits (where it was predicted at 0.9 to 2.2 fps). Since the engineering references cited "well-vegetated" riverbank and the predicted flow range (5 to 7 fps) overlaps with the reference resistance range (3 to 8 fps), being conservative, the consultant decided to

add a Geoweb™ roadway material and TRMs on the riverbank as a safety measure to amour against erosion.

For the question about the exposed containment walls being strong enough to resist scouring or impact from trees or ice blocks, please see the response to comment #3 above. Additionally, based upon the results of the flood and riverbank scour analysis, if the existing vegetated riverbank were to remain unchanged, it would possibly be resistant as-is against scour and erosion under a 500-year flood. However, worst-case model simulations at the high-end range of predicted flood flow velocities, indicated that worst-case flooding may cause erosion to the currently vegetated riverbank. Therefore, the remedial design will include the installation of a Geoweb™ stabilized roadway product on the City's sewer Right of Way (ROW) and a TRM on the riverbank. These features will further protect the riverbank against erosion during flooding.

It is true that the strength of the bentonite clay-cement secant walls (100 PSI) is less than structural concrete (2,000-6,000 PSI); however, 100 PSI is approximately the strength of dense glacial till soil, which has more strength than the native sand soil currently comprising the river bank. The consultant's analysis evaluated the effect of trees impacting the modular concrete block retaining wall that is proposed for placement above the secant wall and the wall was resistant to blows from a 1,000-pound tree trunk.

Regarding the question about what slope stabilization strategies will be taken and how will these strategies affect wildlife and the ecology of the immediate area, a Geoweb™ stabilized roadway product is proposed for installation at the ground surface of the City's sewer ROW and this would be in-filled with gravel or loam and seed, which would be similar to the current conditions. A TRM is proposed for the riverbank, which would be installed after removing existing vegetation. A landscape architect may design replacement vegetation on the river bank as a part of the overall landscape design. However, the TRM at minimum includes turf established on the river bank, which locks in-place a geotextile layer.

Regarding the question on relocating the containment area farther from the River, the answer is yes. This possibility was considered by EPA during the development of the 2002 EE/CA. Now, with the prospect of a private party remediating and re-developing the Site, the current location of the former lagoons is the most viable place on Site that will not inhibit productive re-development of the property.

17. One commenter at the public informational meeting cited the conclusion of the Site's Public Health Assessment dated April 21st, 2001: *if the Site were redeveloped in the future for residential housing or as a park, exposures to dioxin in the buried sludges could potentially result in adverse health effects.* The commenter asked EPA how the Agency would work with the City and the State to monitor and avoid that risk, and how the Site's wetlands and wildlife will be protected.

During the construction of the preferred alternative, the risk of exposure to dioxin in the buried sludge will be addressed by educating all the construction personnel on the location,

appearance, toxic effects, and best practices to safely handle the contaminated sludge.

Appropriate personal protective equipment (PPE) and training on its use, in conformance with the Occupational Safety and Health Agency (OSHA) regulations, will be provided to the construction personnel on-Site. All these measures will be documented on a Health and Safety Plan that will be reviewed by an EPA On Scene Coordinator (OSC) and NHDES.

The contractor performing the field work will rely on the extensive documentation about the areas of contamination, and visual observations at the Site to delineate the excavations. They will also be required to perform confirmatory sampling after the excavations are completed, to demonstrate that the concentrations of all contaminants of concern (COCs) are at or below the RGs, which are the concentrations at which these COCs present no adverse human health effects. The RGs were established using risk-based values calculated from exposure scenarios identified in the streamlined human health risk evaluations; available guidance for addressing dioxin contamination; and the NHDES Soil Remediation Standards (SRS) concentrations. See Table 1 of the Action Memo for more information. All of these actions will be documented in detail in a set of documents that will be submitted to EPA for review and approval, considering comments provided by NHDES.

In accordance with Section 121(d) of CERCLA, and in consultation with the State of New Hampshire, ARARs have been established for the EPA's selected alternative. Some of these ARARs specifically protect wildlife (e.g. the Fish and Wildlife Coordination Act, which requires that any federal agency proposing to modify a wetland or body of water must consult with the U.S. Fish and Wildlife Service), and some other ARARs specifically protect the wetlands (e.g. federal wetland and floodplain regulations at 44 C.F.R. Part 9, NH wetlands protection regulations). These Executive Orders require that wetlands and floodplains be protected and preserved to the extent practicable, and that adverse impacts be minimized. EPA, in coordination with NHDES, will provide oversight of the construction activities to ensure that all these ARARs are observed. The ARARs for the selected alternative are in Attachment C of the Action Memorandum.

18. Another commenter at the public informational meeting stated that the cost difference between EPA's preferred alternative and Alternative #1 (about \$18 million), is not that much and that most of this sum of money would be quickly spent in the monitoring and repairs that the preferred alternative will require. He stated that Nashua has several capped landfills, including a Superfund Site and that one of the City's schools was built on top of one of those capped landfills. He stated that in one of that school's classroom, he believed there was an incident related to the improper use of methylene chloride solvent, which resulted in the students being re-located and the City spending millions of dollars. He said something similar could happen if the public selects the preferred alternative and not Alternative #1.

According to the EPA estimates presented in the 2018 EE/CA Amendment, the cost difference between EPA's selected alternative (Alternative #5) and Alternative #1 ranges from 18.4 to 24.6 million dollars, depending on the specific technology used for the

construction of the vertical containment. In the context of Superfund and the specific conditions present at the Site (*i.e.* limited amount of government funding available, and a private party interested in assuming most of the cost.), even the smallest figure of this range is significant. These estimates also indicate that post-construction vegetation and erosion inspections, and 30 years² of groundwater monitoring and cap operation & maintenance, would result in a present value of approximately \$270,000. Thus, EPA disagrees with the assertion that the cost difference is insignificant and that most of it would be quickly spent in monitoring and repairs.

Regarding the school incident with the improper use of methylene chloride, EPA has no knowledge of this incident being related to landfill waste, hence the analogy to the selection of the selected alternative is not applicable.

This commenter stated that the permanent use restrictions that would need to be applied to the capped waste would be a big commitment in comparison to the relatively simple solution offered by Alternative #1.

The permanent use restrictions applicable to the capped waste would only restrict a small area of the property encompassing the containment area and certain remedy components (*e.g.* monitoring wells). They would be relatively uncomplicated to establish and may be in the form of City Ordinances, State Activity and Use Restrictions, or Deed notices, among other forms of property controls that could be administered relatively easily. They would protect the integrity of specific remedy components and would prevent the exposure to the encapsulated contaminants. Alternative #1 does not need these restrictions but carries an enormous cost and much more direct impacts to the surrounding community.

19. Another commenter expressed regret about not agreeing to the NPL listing of the Site during the City Committee conversations that took place around 2002. She requested that after the closing of the comment period, all comments and EPA responses be provided to the public and that another public meeting be held after the release of the Action Memo to receive feedback from the public.

She expressed that the community feels their lives are possibly at risk and that she does not trust EPA under this administration.

The commenter stated that around 2010 there was a major flooding in the area and she asked how that event affected the lagoons, how much of their contents were washed away into the river and the soils of the neighborhood properties. She also expressed concern about ashes that covered her property and wonders what chemicals may still be at the soils and affecting the potable water pipes underneath. She requested that the neighborhood soils and drinking water be tested.

² Under EPA guidance a 30-year monitoring period is used for cost estimation purposes. However, permanent monitoring may be required if waste is left in place, depending on the regulatory oversight requirements for long-term management of the disposal area.

EPA regrets the lack of trust expressed by the commenter. In accordance with 40 C.F.R. §300.415(n)(2)(iii) EPA has published this summary of all the comments received and the agency response to those as part of the Action Memorandum. While the decision in the Action Memorandum is final, other public meetings will be held, as needed, after the release of the Action Memorandum to receive feedback from the public on the implementation of the removal action.

EPA is aware of a major flood event in the area that occurred in 2010. It is unknown how exactly the event affected the lagoons, although the lagoons exhibit no evidence of having been washed out. Based on the available information and the topography of the Site, it does not appear that the flood waters from that event reached the residential areas adjacent to the Site. Thus, there should be no concern about lagoon contents being present at residential properties neighboring the Site.

Regarding the ashes that covered the commenter's property, EPA does have documentation showing that debris samples and air samples from a fire that occurred on October 6, 2007, were tested for asbestos by the EPA Region 1 Removal program, and the results were negative. Also, most recently, on an adjacent property to the Site, the EPA Removal Program performed a Removal Preliminary Assessment/Site Investigation (PA/SI), at the request of the property owner, to determine if there were Site related contaminants on the soils posing unacceptable risks. The PA/SI concluded that there were no Site related contaminants posing unacceptable risks.

Regarding the possible contamination of the water supply pipes, there is no possibility the Site-related chemicals could enter underground supply pipes much less the Pennichuck Water Supply (from which the City of Nashua gets its drinking water), as this source of water has no hydrological connection to the Site.

EPA will not be testing drinking water of neighboring properties as there is no reason to expect Site-related contaminants to be present in the potable water.

20. ~~Another commenter expressed that the Site is responsible for untold cases of cancer; that if the damage is reversed, cancer rates could stabilize and perhaps reverse. She also stated that addressing the problem is not the responsibility of the developer but the responsibility of the property owner, the City and the EPA.~~

EPA has no knowledge of a link between cancer cases and the contamination at the Site. The regulatory agencies with the expertise and authority to establish any such links or connections are the New Hampshire Human Health Services (NH HHS) and the Agency for Toxic Substances and Disease Registry (ATSDR). EPA will defer to those two agencies in that matter if a cancer cluster is identified by these agencies.

At this time, no financially viable parties have been identified to implement the selected removal action. The NTCRA established the removal actions required to best address the contaminant risks posed by the Site and may be implemented by several potential parties. If a private party were to do the work, it would be under the terms of a voluntary agreement. The removal action could also be implemented by EPA, in coordination with the State and the City.

A public-private partnership with a private party in this case has the potential to implement the removal action selected in this Action Memorandum in a much more rapid and economical way than it would be possible through the conventional route of listing the Site on the National Priorities List (NPL).

21. Several commenters expressed that they were not aware of the contaminants at the Site nor the pamphlet that was handed out. One commenter requested that the information be shared with a larger number of Nashua Residents.

To notify residents of the EE/CA and to provide an opportunity for public comment, EPA used a variety of methods to reach the public and neighbors nearby the Site. A public meeting and hearing were held on July 25, 2018. Notification of the meeting was published by the Nashua Telegraph via a public notice. EPA created a fact sheet with background information on the Site status and EE/CA process, including public hearing information. The fact sheet was left at residences' doors in the neighborhood directly abutting the Site including Fairmount St., Warsaw Ave, Carver St, Hutchinson St., and Interval Street. The fact sheet was also posted on the EPA website and the City of Nashua website. A postcard with the public meeting information along with links to the EPA website on the Mohawk Tannery was sent out via U.S. Post Office to homes on the streets previously listed, plus Prescott St, Baldwin St., Bennett St., Amherst St., Bitirnas St., Bums St., Miami St., Orlando St., and Tampa St.

On October 2, 2018 EPA presented its cleanup plans to the City Alderman. On October 3, 2018 EPA hosted a walking tour of the site with residents and interested parties. EPA is working with the City of Nashua and the local private party to develop and expand an email list to communicate with interested residents and parties about the Site status. The EPA website: <http://epa.gov/superfund/mohawk> is updated with current information on the Site status, as needed. Any individual with an interest in the Site can contact EPA to either confirm their contact information is accurately documented or to add their contact information to EPA's mailing list for the Site.

ATTACHMENT C: ADMINISTRATIVE RECORD FILE INDEX

**Mohawk Tannery
NPL Site Administrative Record File
Update to
Non-Time Critical Removal Action
(NTCRA)**

Index

**NTCRA Action Memo Signed: September 2019
Released: September 2019**

**Prepared by
EPA New England
Office of Site Remediation & Restoration**

Introduction to the Collection

This is the administrative record for the Mohawk Tannery Superfund Site, Nashua, New Hampshire, Updated Non-Time Critical Removal Action, released September 2019. The file contains site-specific documents and a list of guidance documents used by EPA staff in selecting a response action at the site.

This file replaces the Engineering Evaluation / Cost Analysis (EE/CA) Amendment administrative record file released in July 2018. This record includes, by reference, administrative record for the Mohawk Tannery Removal Action, issued October 2000. Documents listed as bibliographic sources in individual reports might not be listed separately in the index.

The administrative record is available for review at:

Online: <https://go.usa.gov/xUZYe>

Additional information about the site is also available at www.epa.gov/superfund/mohawk

EPA New England
Office of Site Remediation & Restoration
Records and Information Center
5 Post Office Square, Suite 100 (OSRR02-3)
Boston, MA 02109-3912
(by appointment)
617-918-1440 (phone)
617-918-0440 (fax)

Nashua Public Library
2 Court Street
Nashua, NH 03060
603-594-3412
<http://www.nashualibrary.org/>

An administrative record is required by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA).

Questions about this administrative record should be directed to the EPA New England site manager, Gerardo Millan-Ramos (617) 918-1377, millan-ramos.gerardo@epa.gov

Document ID	Title	Document Date	Page Count	Author	Addressee	Resource Type	Program Information	Access Control	Document URL
63142	NEWS ARTICLE: NASHUA WEIGHS PARTNERSHIP TO CLEAN UP 156K TONS OF TOXIC WASTE AT MOHAWK TANNERY	11/17/2018	12	R01: Gibson, Sarah (NEW HAMPSHIRE PUBLIC RADIO)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/63142
63115	NEWS ARTICLE: MOHAWK TANNERY CLEANUP COULD COST MUCH MORE THAN EXPECTED, SAYS ENGINEER	10/17/2018		R01: Houghton, Kimberly (NEW HAMPSHIRE UNION LEADER)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/63115
629393	NEWS ARTICLE: EPA STILL PUSHING FOR IMPERMEABLE CAP FOR NASHUA'S MOHAWK TANNERY SITE	10/2/2018	1	R01: (NEW HAMPSHIRE UNION LEADER)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629393
629364	LETTER REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) (EMAIL TRANSMITTAL ATTACHED)	9/7/2018	6	R01: Dufbe, Stephanie (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	LTR / Letter	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629364
629360	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	9/5/2018	2	R01: Santos, Darrin, I (GEOSIGHT INC)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629360
629368	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	9/5/2018	1	R01: Petropoulos, James, N (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629368
629378	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) (EMAIL HISTORY ATTACHED)	9/5/2018	2	R01: Lopez, Tom (NASHUA (NH) CITY OF)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629378
629362	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	9/5/2018	2	R01: Burnett Young, Sheryln (RATH YOUNG & PIGNATELLI PC)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629362
629366	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	9/5/2018	1	R01: Plante, Bernard N (MELTON ASSOCIATES, LLC)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629366
629370	LETTER REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) (EMAIL TRANSMITTAL ATTACHED)	9/5/2018	4	R01: Solomon, Harold (UNIVERSAL ENVIRONMENTAL TECHNOLOGIES)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	LTR / Letter	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629370
629380	PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) RECEIVED ON SUPERFUND WEBSITE (09/07/2018 EMAIL TRANSMITTAL ATTACHED)	9/5/2018	2	R01: Prince, Sonia (NASHUA (NH) RESIDENT)	R01: (US EPA)	ROC / Record of Communication	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629380
629372	LETTER REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) (09/05/2018 EMAIL TRANSMITTAL ATTACHED)	9/4/2018	4	R01: Campbell, Deborah A (NASHUA RIVER WATERSHED ASSOCIATION), R01: Fine, Bob (NASHUA RIVER WATERSHED ASSOCIATION)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	LTR / Letter	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629372
629308	NEWS ARTICLE: DEVELOPER DISCUSSES PLANS FOR TANNERY	8/30/2018	3	R01: Fisher, Damien (NASHUA TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629308
629309	MEMO REGARDING NEIGHBORHOOD MEETING	8/30/2018	2	R01: Millan-ramos, Gerardo (US EPA REGION 1)		MEMO / Memorandum	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-04-PUBLIC MEETINGS/HEARINGS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629309
629382	PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) RECEIVED ON SUPERFUND WEBSITE (08/31/2018 EMAIL TRANSMITTAL ATTACHED)	8/30/2018	2	R01: Simola, Jay, E (NASHUA (NH) RESIDENT)	R01: (US EPA)	ROC / Record of Communication	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629382
629307	NEWS ARTICLE: NASHUA RESIDENTS TO MEET WITH EPA AND REAL ESTATE DEVELOPER OVER TANNERY	8/29/2018	2	R01: Gibson, Sarah (NEW HAMPSHIRE PUBLIC RADIO)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629307
629304	NEWS ARTICLE: CITY OFFICIALS WANT TOXIC WASTE AT TANNERY TO BE REMOVED FROM SITE	8/28/2018	2	R01: Houghton, Kimberly (NEW HAMPSHIRE UNION LEADER)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629304
629303	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) (EMAIL HISTORY ATTACHED)	8/27/2018	2	R01: Porter, Gene (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629303
629311	NEWS EDITORIAL: ATTEND TANNERY MEETING	8/26/2018	2	R01: (NASHUA TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629311
628199	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	8/24/2018	1	R01: Silva, Priscilla (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/628199
629301	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	8/24/2018	1	R01: Healy, Emmarae (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629301
629356	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) (09/06/2018 TRANSMITTAL ATTACHED)	8/24/2018	2	R01: Healy, Emmarae (NASHUA (NH) RESIDENT)	R01: Dunn, Alexandra (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629356
629358	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	8/24/2018	1	R01: Zimmerman, Sarah (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629358
629374	EMAIL REGARDING PUBLIC COMMENT ON ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	8/22/2018	2	R01: Lopez, Tom (NASHUA (NH) CITY OF)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629374
629376	EMAIL PROVIDING ADDITIONAL INFORMATION ON SECANT WALL PHOTOS (EMAIL HISTORY ATTACHED)	8/17/2018	3	R01: Masiello, Joe (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02-01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTR(Uncontrolled)	https://semspub.epa.gov/src/document/01/629376

628170	EMAIL SEEKING INFORMATION ON SECANT PILE AND SLURRY WALLS (EMAIL HISTORY AND CURRENT PRACTICE DOCUMENTS ATTACHED)	8/16/2018	614	R01: Hull, Richard (US EPA REGION 1)	R01: Cosgrove, Frank (US EPA REGION 8), R01: Bourgeois, Sandra (US EPA REGION 8), R01: Donovan, Betsy (US EPA REGION 2), R01: Latta, Emerald (US EPA), R01: Mathur, Rashmi (US EPA REGION 3), R01: Jones, Vivienne (US EPA REGION 4), R01: Cox, Deborah (US EPA REGION 4), R01: Mason-Smith, Karen (US EPA REGION 5), R01: Meier, Kathleen (US EPA REGION 5), R01: Duda, Damian (US EPA), R01: Henry, Sherrel (US EPA REGION 2), R01: Saffie, Diane (US EPA REGION 2), R01: Cunningham, Lisa, Bradford (US EPA REGION 3), R01: Denmark, Lisa (US EPA REGION 3), R01: Bain, Andrea (US EPA REGION 3), R01: Thornton, Hilary (US EPA REGION 4), R01: Novak-Dion (US EPA REGION 5), R01: Tierney, Mary (US EPA REGION 5), R01: Patel, Viral (US EPA REGION 5), R01: Lennox, Ursula (US EPA REGION 6), R01: Thione, Stephen (US EPA REGION 6), R01: Appaji, Sairan (US EPA REGION 6), R01: Hagenmaier, Elizabeth (US EPA REGION 7), R01: Sperry, Clint (US EPA REGION 7), R01: Vann, Bradley (US EPA), R01: Mckarty, Cody (US EPA REGION 7), R01: Hoogerheide, Roger (US EPA REGION 8), R01: Sparks, Sara (US EPA REGION 8), R01: Archer, Alle (US EPA REGION 8), R01: Bowlin, Patricia (US EPA REGION 9), R01: Burke, Nadiaholan (US EPA REGION 9), R01: Hale, Elly (US EPA REGION 10), R01: Eskelsen, Joann (US EPA), R01: Stankowski, Laura (US EPA REGION 6), R01: Koch, Kristine (US EPA REGION 10), R01:	EML / Email	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628170
628172	EMAIL REQUESTING INFORMATION ON SECANT PILE WALLS (EMAIL HISTORY ATTACHED)	8/15/2018	2	R01: Millan-ramos, Gerardo (US EPA REGION 1)	R01: Barth, Edwin (US EPA - HAZARDOUS WASTE ENGINEERING RESEARCH LABORATORY)	EML / Email	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628172
628174	EMAIL REGARDING TECHNICAL INFORMATION ON SECANT WALLS VERSUS SLURRY WALLS (CURRENT PRACTICE DOCUMENTS ATTACHED)	8/14/2018	613	R01: Barth, Edwin (US EPA - HAZARDOUS WASTE ENGINEERING RESEARCH LABORATORY)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628174
628176	EMAIL REGARDING USE OF SECANT WALLS AT SUPERFUND SITES (EMAIL HISTORY ATTACHED)	8/13/2018	3	R01: Scaro, Jan (US EPA REGION 1)	R01: Millan-ramos, Gerardo (US EPA REGION 1), R01: Barth, Edwin (US EPA - HAZARDOUS WASTE ENGINEERING RESEARCH LABORATORY)	EML / Email	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628176
629384	PUBLIC COMMENT ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) RECEIVED ON SUPERFUND WEBSITE ALSO SUBMITTED AS LETTER TO THE EDITOR OF NASHUA TELEGRAPH (EMAIL TRANSMITTAL ATTACHED)	8/13/2018	2	R01: Solomon, Harold (UNIVERSAL ENVIRONMENTAL TECHNOLOGIES)	R01: (US EPA)	ROC / Record of Communication	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/629384
628178	EMAIL REGARDING USE OF SECANT WALLS AT SUPERFUND SITES (EMAIL HISTORY ATTACHED)	8/9/2018	3	R01: Millan-ramos, Gerardo (US EPA REGION 1)	R01: Barth, Edwin (US EPA - HAZARDOUS WASTE ENGINEERING RESEARCH LABORATORY), R01: Scaro, Jan (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628178
628168	EMAIL REGARDING PUBLIC COMMENT ON DRAFT ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) AMENDMENT	8/7/2018	2	R01: Robinson, Rhannon (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628168
628147	LETTER REGARDING INITIATION OF SECTION 106 CONSULTATION	8/1/2018	87	R01: Millan-ramos, Gerardo (US EPA REGION 1)	R01: Mastey, Elizabeth H (NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICE)	LTR / Letter	053-REMEDIATION/0531-Remedy Characterization/13.03-CORRESPONDENCE (NATURAL RESOURCE TRUSTEE)	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628147
628166	PUBLIC COMMENT ON DRAFT ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) AMENDMENT - LETTER TO THE EDITOR OF THE NASHUA TELEGRAPH (EMAIL FORWARDING ATTACHED)	7/31/2018	2	R01: Solomon, Harold (UNIVERSAL ENVIRONMENTAL TECHNOLOGIES)	R01: (US EPA), R01: (NASHUA TELEGRAPH)	EML / Email	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628166
628164	EMAIL REGARDING PUBLIC COMMENT ON DRAFT ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) AMENDMENT - USE OF SECANT WALLS TO HOLD BACK GROUND WATER	7/27/2018	5	R01: Joe, Masello (NASHUA (NH) RESIDENT)	R01: Millan-ramos, Gerardo (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628164
628128	NEWS ARTICLE: NASHUA RESIDENTS WANT MORE CLEANUP AT TOXIC WASTE SITE TAPPED FOR REDEVELOPMENT	7/26/2018	5	R01: Roppick, Arnie (NEW HAMPSHIRE PUBLIC RADIO)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628128
628131	NEWS ARTICLE: RESIDENTS WEIGH IN ON EPA OFFICIALS' PLANS FOR DECONTAMINATING MOHAWK TANNERY SITE	7/26/2018	4	R01: Shalhoup, Dean (NASHUA TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628131
628162	EMAIL REGARDING PUBLIC COMMENT ON DRAFT ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) AMENDMENT	7/26/2018	2	R01: Laws, Brandon, Michael (NASHUA (NH) CITY OF)	R01: Millan-ramos, Gerardo (US EPA REGION 1), R01: Dumville, Kelsey (US EPA REGION 1)	EML / Email	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628162
628127	PRESENTATION: MOHAWK TANNERY INFORMATION MEETING	7/25/2018	34	R01: Millan-ramos, Gerardo (US EPA REGION 1)		MTG / Meeting Document	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.04-PUBLIC MEETINGS/HEARINGS	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628127
628130	NEWS ARTICLE: NASHUA RESIDENTS VOICE CONCERN OVER PLANS FOR MOHAWK TANNERY SITE (VIDEO TRANSCRIPT ATTACHED)	7/25/2018	3	R01: Moran, Jess (WMUR-TV)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628130
628124	TRANSCRIPT OF PUBLIC MEETING AND HEARING ON ENGINEERING EVALUATION / COST ANALYSIS (EE/CA)	7/25/2018	124	R01: Dean, Deanna, J (DUFFY & MCKENNA COURT REPORTERS)		MTG / Meeting Document	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.04-PUBLIC MEETINGS/HEARINGS	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628124
628122	MEDIA ADVISORY: EPA HOSTS PUBLIC MEETING ON 07/25/2018 ON MOHAWK TANNERY SUPERFUND SITE CLEANUP PLAN	7/24/2018	1	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCTL(Uncontrolled)	https://semspub.epa.gov/src/document/01/628122

628129	NEWS RELEASE: NASHUA RESIDENTS TO SPEAK ON MOHAWK TANNERY CLEANUP WEDNESDAY AT EPA MEETING	7/24/2018	2	R01: (NEW HAMPSHIRE CENTER FOR PUBLIC INTEREST JOURNALISM)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/628129
628108	NEWS ARTICLE: EPA ISSUES CLEANUP RECOMMENDATION FOR NASHUA'S MOHAWK TANNERY SITE	7/10/2018	2	R01: Ropiak, Annie (NEW HAMPSHIRE PUBLIC RADIO)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTI(Uncontrolled)	http://semspub.epa.gov/src/document/01/628108
627497	PUBLIC NOTICE: US EPA ANNOUNCES A 30-DAY PUBLIC COMMENT PERIOD ON AN ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) AMENDMENT	7/9/2018	1	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/627497
627478	FACT SHEET: ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) AMENDMENT	7/1/2018	7	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-FACT SHEETS/INFORMATION UPDATES	UCTI(Uncontrolled)	http://semspub.epa.gov/src/document/01/627478
627479	ENGINEERING EVALUATION / COST ANALYSIS (EE/CA) REPORT AMENDMENT	7/1/2018	1021	R01: (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/627479
627489	POSTCARD ANNOUNCING PUBLIC MEETING AND COMMENT PERIOD ON RECOMMENDED REMOVAL ACTION	7/1/2018	2	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-FACT SHEETS/INFORMATION UPDATES	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/627489
627486	REMOVAL ALTERNATIVES UPDATE TECHNICAL MEMORANDUM	3/30/2018	59	R01: Mcgrath, Denis (KGSNE JV LLC)	R01: Milan-ramos, Gerardo (US EPA REGION 1) R01: (NASHUA (NH) CITY OF), R01: (MELTON ASSOCIATES, LLC)	MEMO / Memorandum	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/627486
627414	REMEDIAL ACTION (RA) PLAN (DRAFT 1.0)	11/14/2016	159	R01: (GEOSIGHT INC)		WP / Work Plan	053-REMEDIATION/0533-Remedial Action/07-06-WORK PLANS & PROGRESS REPORTS (RA)	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/627414
547883	TECHNICAL WETLANDS Delineation, Preference, and Human Health and Ecological Risk Assessment (ERA) OF SOUTHERN PARCEL	9/26/2013	110	R01: Suggs, Richard (US EPA REGION 1)	R01: Milan-ramos, Gerardo (US EPA REGION 1)	MEMO / Memorandum	053-REMEDIATION/0531-Remedial Action/07-06-WORK PLANS & PROGRESS REPORTS (RI)	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/547883
627415	SAMPLING AND ANALYSIS PLAN (SAP) - SOUTHERN PARCEL STUDY	9/28/2012	220	R01: (SANBORN HEAD & ASSOCIATES INC)	R01: (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	WP / Work Plan	053-REMEDIATION/0533-Remedial Action/08-05-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/627415
457975	FINAL REPORT: SOLIDIFICATION/STABILIZATION BENCH-SCALE TREATABILITY STUDY	12/1/2009	59	R01: (SHAW ENVIRONMENTAL INC)	R01: (US EPA)	RPT / Report	053-REMEDIATION/0531-Remedial Action/04-04-INTERIM DELIVERABLES (FS)	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/457975
190041	SUPERFUND REMOVAL GUIDANCE FOR PREPARING ACTION MEMORANDA	9/1/2009	75			RPT/Report	056-PROGRAM SUPPORT/0563-Regulatory Development/08-18-Regulations, Standards & Guidelines	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/190041
535587	MOHAWK TANNERY - MOBILIZATION DATE 10/06/2007, DEMOBILIZATION DATE 10/08/2007	10/15/2007	1	R01: (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02-04-POLLUTION REPORTS (POLREPS)	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/535587
70416	WARREN KEAN (INCLUDES APPENDIX A - C & ESCROW AGREEMENT)	4/28/2006	39	R01: (US EPA REGION 1)		LGL / Legal Instrument	052-ENFORCEMENT/0522-Negotiations/10-06-PRP SPECIFIC NEGOTIATIONS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/70416
237052	DRAFT FINAL REMEDIAL INVESTIGATION, VOLUME 1: TEXT, FIGURES AND TABLES	6/1/2005	274	R01: (SANBORN HEAD & ASSOCIATES INC)	R01: (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	RPT / Report	053-REMEDIATION/0531-Remedial Action/03-06-REMEDIAL INVESTIGATION REPORTS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/237052
237053	DRAFT FINAL REMEDIAL INVESTIGATION, VOLUME 2: APPENDICES	6/1/2005	998	R01: (SANBORN HEAD & ASSOCIATES INC)	R01: (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	RPT/Report	053-REMEDIATION/0531-Remedial Action/03-06-REMEDIAL INVESTIGATION REPORTS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/237053
35976	INDEX FOR MOHAWK TANNERY NON-TIME-CRITICAL REMOVAL ACTION ADMINISTRATIVE RECORD	11/1/2002	1	R01: (US EPA REGION 1)		LTR / Letter	056-SITE SUPPORT/0565-Records Management/20-00-RECORDS MANAGEMENT	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/35976
33578	INDEX FOR MOHAWK TANNERY NON-TIME-CRITICAL REMOVAL ACTION ADMINISTRATIVE RECORD	10/29/2002	10			ARI/ Administrative Record Index	056-SITE SUPPORT/0565-Records Management/20-01-ADMINISTRATIVE RECORD INDEXES	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/33578
35785	HEALTH CONSULTATION: TECHNICAL ASSISTANCE, PUBLIC HEALTH EVALUATION OF THE ENGINEERING EVALUATION/COST ANALYSIS REPORT (EE/CA)	10/29/2002	219	R01: (US EPA REGION 1)		MEMO / Memorandum	054-REMOVAL/0541-Removal Responses/02-08-ACTION MEMORANDA	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/35785
35784	HEALTH CONSULTATION: TECHNICAL ASSISTANCE, PUBLIC HEALTH EVALUATION OF THE ENGINEERING EVALUATION/COST ANALYSIS REPORT (EE/CA) (TRANSMITTAL LETTER DATED 09/25/02 IS ATTACHED)	9/12/2002	11	R01: (US AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR))		RPT / Report	054-REMOVAL/0541-Removal Responses/02-03-REMOVAL RESPONSE REPORTS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/35784
33269	COMMUNITY RELATIONS PLAN	7/26/2002	56	R01: (US EPA REGION 1)		WP / Work Plan	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-02-COMMUNITY RELATIONS PLANS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/33269
33270	ANNOUNCEMENT OF PUBLIC MEETING AND COMMENT PERIOD ON CLEANUP ALTERNATIVE AND ENGINEERING EVALUATION/COST ANALYSIS	7/26/2002	1	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-04-PUBLIC MEETINGS/MEETINGS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/33270
33402	PERIOD ON CLEANUP ALTERNATIVE AND ENGINEERING EVALUATION/COST ANALYSIS	7/26/2002	2	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-NEWS CLIPPINGS/PRESS RELEASES	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/33402
32981	ENGINEERING EVALUATION/COST ANALYSIS (EE/CA) MOHAWK TANNERY	7/1/2002	660	R01: (TETRA TECH NUS(INC)		RPT / Report	054-REMOVAL/0541-Removal Responses/02-02-REMOVAL RESPONSE REPORTS	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/32981
33212	MOHAWK TANNERY SITE FACT SHEET + EPA PLANS CLEANUP FOR WASTE DISPOSAL AREAS	7/1/2002	9	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13-03-FACT SHEETS/INFORMATION UPDATES	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/33212
32963	REQUEST FOR CLARIFICATION OF CORPS OF ENGINEERS JURISDICTION OF WASTE DISPOSAL AREAS AT SITE	6/14/2002	2	R01: Kilroy, David H (US ARMY CORPS OF ENGINEERS)	R01: Handler, Neil E (US EPA REGION 1)	LTR / Letter	054-REMOVAL/0541-Removal Responses/02-01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/32963
32972	SUMMARY OF PHONE CONVERSATION WITH COLLIS ADAMS, NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICE, WETLAND DIVISION	6/13/2002	1	R01: Handler, Neil E (USEPA REGION 1)		FRM / Form	054-REMOVAL/0541-Removal Responses/02-01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTI(Uncontrolled)	http://semspub.epa.gov/src/document/01/32972
32962	REQUEST FOR CLARIFICATION OF CORPS OF ENGINEERS JURISDICTION OF WASTE DISPOSAL AREAS AT SITE	5/30/2002	1	R01: Handler, Neil E (USEPA REGION 1)	R01: Kilroy, David H (US ARMY CORPS OF ENGINEERS)	LTR / Letter	054-REMOVAL/0541-Removal Responses/02-01-CORRESPONDENCE (REMOVAL RESPONSE)	UCTI(Uncontrolled)	https://semspub.epa.gov/src/document/01/32962

33003	THE TELEGRAPH ONLINE - LOCAL AND REGIONAL NEWS BRIEFS - NASHUA: SUNUNU CALLS FOR SUPERFUND LISTING OF DEFUNCT TANNERY	4/14/2002	3				PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33003
33002	THE TELEGRAPH ONLINE - SMITH REQUESTS \$12.7M FOR CITY CLEANUP PROJECTS	4/11/2002	2	R01: Nelson, Andrew (NASHUA (NH) TELEGRAPH)			PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33002
32960	RESPONSE TO EPA LETTER ON THE MANAGEMENT OF EXCAVATED MATERIAL DATED MARCH 20, 2002	4/10/2002		R01: Bowen, David C (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	R01: Handler, Neil E (US EPA REGION 1)		LTR / Letter	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/32960
32979	COMMERCE'S PROPOSING FORDS; TOWN OF US DEPT OF INTERIOR AND DEPT OF COMMERCE, AND NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) AT SITE AND REQUEST FOR COORDINATION OF CONTINUING INVESTIGATIONS	4/10/2002	5	R01: Meaney, Patricia L (US EPA REGION 1)	R01: Finkelshtein, Kenneth (US NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION), R01: Raddant, Andrew (US DEPT OF INTERIOR)		LTR / Letter	053-REMEDIAL/0533-Remedy Characterization/16.01-CORRESPONDENCE (NATURAL RESOURCE TRUSTEE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/32979
33004	VALLEY NEWS: SHAHEEN SEES HARM TO TOXIC SITE REPAIR IN BUSH BUDGET PLAN, GOVERNOR ASKS SMITH, BASS, SUNUNU TO ENSURE MONEY FOR SUPERFUND PROGRAM	3/26/2002	1				PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33004
32961	PROPOSED REGULATORY APPROACH FOR MANAGING EXCAVATED MATERIAL AT SITE	3/20/2002	5	R01: Handler, Neil E (US EPA REGION 1)	R01: Splendore, John L (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))		LTR / Letter	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/32961
33104	LABORATORY REPORT - TOTAL RECOVERABLE METALS IN WATER	3/7/2002	8	R01: Andrade, William J (US EPA REGION 1)	R01: Grant, Daniel S (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33104
33103	LABORATORY REPORT - DISSOLVED METALS IN WATER BY ICP/MS	3/6/2002	6	R01: Andrade, William J (US EPA REGION 1)	R01: Grant, Daniel S (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33103
33102	LABORATORY REPORT - PESTICIDES AND PCBs IN WATER	3/4/2002	7	R01: Andrade, William J (US EPA REGION 1)	R01: Grant, Daniel S (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33102
33101	LABORATORY REPORT - SEMI-VOLATILE ORGANIC COMPOUNDS BY GC/MS	2/26/2002	9	R01: Andrade, William J (US EPA REGION 1)	R01: Grant, Daniel S (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33101
32958	SITE SLUDGE DISPOSAL AND STATUS OF THE NASHUA FOUR HILLS UNLINED MSW LANDFILL CLOSURE	2/20/2002	2	R01: Regan, John (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	R01: Reine, Richard (NASHUA (NH) CITY OF)		LTR / Letter	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/32958
33100	ANALYSIS DATA ON WATER SAMPLES COLLECTED FOR VOLATILE ORGANIC COMPOUNDS	2/11/2002	14	R01: Grant, Daniel S (US EPA REGION 1)	R01: Handler, Neil E (US EPA REGION 1)		NEMO / Memorandum	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33100
32954	COMMENTS REGARDING STATUS OF OPERATIONS IN THE NASHUA MSW LANDFILL AND THE CITY'S PLANS FOR ONGOING OPERATIONS	2/6/2002	2	R01: Reine, Richard (NASHUA (NH) CITY OF)	R01: Sils, Michael A (NH WATER SUPPLY AND POLLUTION CONTROL COMMISSION)		LTR / Letter	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/32954
33099	TIER III DATA VALIDATION - DIOXIN/FURAN	1/4/2002	21	R01: Stodola, Steven (US EPA REGION 1)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33099
33098	TIER III DATA VALIDATION - DIOXIN/FURAN	12/21/2001	21	R01: Stodola, Steven (US EPA REGION 1)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33098
33079	MOHAWK TANNERY SITE UPDATE - NO. 3	12/1/2001	2	R01: (US EPA REGION 1)			PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-FACT SHEETS/INFORMATION UPDATES	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33079
33096	TIER II DATA VALIDATION - AIR TOXICS FROM HEADSPACE AIR GENERATED FROM SLUDGE SAMPLE	11/29/2001	11	R01: Wielandt, Dan (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33096
33097	TIER III DATA VALIDATION - OXIDIN/FURAN	11/28/2001	19	R01: Stodola, Steven (US EPA REGION 1)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33097
33095	TIER II INORGANIC DATA VALIDATION - SLUDGE SAMPLES	11/26/2001	10	R01: Franke, Ann L (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33095
33094	TIER II DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/20/2001	52	R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33094
33093	TIER II DATA VALIDATION - SLUDGE SAMPLES	11/19/2001	36	R01: Wielandt, Dan (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADD / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33093
33090	TIER II INORGANIC DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/15/2001	13	R01: Guzman, Lucy (TETRA TECH NUS INC), R01: Dimartel, Paula L (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADD / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33090
33091	TIER II INORGANIC DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/15/2001	11	R01: Guzman, Lucy (TETRA TECH NUS INC), R01: Dimartel, Paula L (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADD / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33091
33092	TIER II INORGANIC DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/15/2001	8	R01: Franke, Ann L (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33092
33089	TIER II DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/13/2001	32	R01: Wielandt, Dan (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33089
33086	TIER II INORGANIC DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/12/2001	12	R01: Franke, Ann L (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33086
33087	TIER II INORGANIC DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/12/2001	11	R01: Franke, Ann L (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)		ADO / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/srd/document/01/33087

33088	TIER II DATA VALIDATION - SLUDGE AND SOIL SAMPLES	11/12/2001	62	R01: Wieland, Dan (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)	ADD / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33088
33084	TIER II DATA VALIDATION - AIR TOXICS - VOLATILES/SULFUR COMPOUNDS	10/15/2001	10	R01: Wieland, Dan (TETRA TECH NUS INC), R01: Guzman, Lucy (TETRA TECH NUS INC)	R01: Clark, Christine (US EPA REGION 1)	ADD / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE) (NSES)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33084
32973	SUMMARY OF PHONE CONVERSATION WITH ELLEN BELLUO, WASTE MANAGEMENT TURKEY DISPOSAL FACILITY	9/14/2001	2	R01: Handler, Neil E (US EPA REGION 1)		FRM / Form	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32973
32974	SUMMARY OF PHONE CONVERSATION WITH KEN VERHELLE, WASTE MANAGEMENT TURKEY DISPOSAL FACILITY	9/14/2001	1	R01: Handler, Neil E (US EPA REGION 1)		FRM / Form	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32974
32975	SUMMARY OF PHONE CONVERSATION WITH MIKE MCCLOSKEY, NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES	9/14/2001	2	R01: Handler, Neil E (US EPA REGION 1)		FRM / Form	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32975
32917	PUBLIC HEALTH ASSESSMENT FOR SITE (09/13/01 COVER LETTER IS ATTACHED)	8/22/2001	104	R01: (US DEPT OF HEALTH AND HUMAN SERVICES), R01: (US AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR))		RPT / Report	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32917
33000	THE TELEGRAPH ONLINE - BEST TO STUDY FULL IMPACT OF TANNERY WASTE TRANSFER	8/21/2001	1			PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33000
33001	THE TELEGRAPH ONLINE - NO HEALTH HAZARD FOUND AT TANNERY	8/21/2001	2	R01: Mckean, Albert (NASHUA (NH) TELEGRAPH)		PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33001
32999	THE TELEGRAPH ONLINE - BACK TO FUTURE AS IDEA OF DUMPING TANNERY SLUDGE IN LANDFILL RESURFACES, PROTESTERS FROM 1981 RENEW OLD QUESTIONS	8/18/2001	2	R01: Bruce, Corene Dee (NASHUA (NH) TELEGRAPH)		PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32999
32914	HEALTH AND SAFETY PLAN, ENGINEERING EVALUATION/COST ANALYSES FOR SITE	8/1/2001	279	R01: (TETRA TECH NUS INC)	R01: (US EPA REGION 1)	RPT / Report	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32914
32971	AUGUST ACTIVITIES AT THE MOHAWK TANNERY SITE	8/1/2001	1	R01: (US EPA REGION 1)		PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32971
32998	THE TELEGRAPH ONLINE - CITY MAY POSTPONE LANDFILL CLOSING	6/14/2001	2	R01: Bruce, Corene Dee (NASHUA (NH) TELEGRAPH)		PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32998
32893	QUALITY ASSURANCE PROJECT PLAN (QAPP), ENGINEERING EVALUATION/COST ANALYSIS	6/1/2001	370	R01: (TETRA TECH NUS INC)	R01: (US EPA REGION 1)	WP / Work Plan	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32893
32897	QUALITY ASSURANCE PROJECT PLAN (QAPP), ENGINEERING EVALUATION/COST ANALYSIS (PART 2)	6/1/2001	412	R01: (TETRA TECH NUS INC)	R01: (US EPA REGION 1)	WP / Work Plan	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32897
32976	SUMMARY OF PHONE CONVERSATION WITH BRAD PERKINS, CENTER FOR DISEASE CONTROL (05/17/01 AND 05/16/01 EMAIL CORRESPONDENCE ARE ATTACHED)	5/16/2001	4	R01: Handler, Neil E (US EPA REGION 1)		FRM / Form	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32976
32997	THE TELEGRAPH ONLINE - TANNERY NO THREAT TO HEALTH RESIDENTS TOLD	5/3/2001	2	R01: West, Tom (NASHUA (NH) TELEGRAPH)		PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32997
33080	DRAFT FINAL WORK PLAN - BASE PERIOD (THROUGH 8/28/01)	5/1/2001	34	R01: (TETRA TECH NUS INC)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.06-WORK PLANS & PROGRESS REPORTS (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33080
33081	DRAFT WORK PLAN - OPTION PERIOD	5/1/2001	37	R01: (TETRA TECH NUS INC)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.06-WORK PLANS & PROGRESS REPORTS (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33081
32996	THE TELEGRAPH ONLINE - STATE: MOHAWK SITE SAFE	4/13/2001	2	R01: Bruce, Corene Dee (NASHUA (NH) TELEGRAPH)		PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32996
33082	TIER III DATA VALIDATION - DIOXIN/FURAN: 7 SLUDGE SAMPLES	4/9/2001	73	R01: Macki, Louis (LOCKHEED ENGINEERING AND SCIENCES CO), R01: Baca, Maria (LOCKHEED ENGINEERING AND SCIENCES CO)	R01: Clark, Christine (US EPA REGION 1)	ADD / Analytical Data Document	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33082
32957	TOPICS FOR DISCUSSION AT PROPOSED MEETING WITH THE CITY, EPA, AND NHDES, DES # 198404002	4/4/2001	3	R01: Regan, John (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	R01: Hawk, Roger (NASHUA (NH) CITY OF)	LTR / Letter	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32957
32900	REMOVAL PROGRAM AFTER ACTION REPORT FOR SITE FROM OCTOBER 2, 2000 THROUGH JANUARY 26, 2001	4/1/2001	58	R01: (ROY F WESTON INC)	R01: (US EPA REGION 1)	RPT / Report	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32900
32982	REVIEW OF PRELIMINARY ECOLOGICAL RISK EVALUATION REPORT AND GENERAL RECOMMENDATIONS FOR SAMPLING AND ANALYSIS TO SUPPORT ENGINEERING EVALUATION/COST ANALYSIS (EE/CA) AND REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI/FS)	3/26/2001	19	R01: Sugatt, Richard (US EPA REGION 1)	R01: Handler, Neil E (US EPA REGION 1)	MEMO / Memorandum	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32982
32978	HEALTH CONSULTATION EVALUATION OF SLUDGE IN AREAS AND II	3/13/2001	14	R01: (NH DEPT OF HEALTH & HUMAN SERVICES)		LTR / Letter	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32978
27014	POLLUTION REPORT (POLREP) NO. 3, FINAL - MOHAWK TANNERY - DEMOBILIZATION DATE 01/23/2001	2/27/2001	7	R01: (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.04-POLLUTION REPORTS (POLREPS)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/27014
32995	THE TELEGRAPH ONLINE - MORE TESTS NEEDED FOR TANNERY	2/23/2001	3	R01: West, Tom (NASHUA (NH) TELEGRAPH)		PUB / Publication	05-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32995
32959	HAZARDOUS WASTE DETERMINATION FOR SLUDGE AT SITE (TRANSMITTAL LETTER DATED 2/27/01 ATTACHED)	2/20/2001	20	R01: Bowen, David C (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	R01: Regan, John (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	MEMO / Memorandum	054-REMOVAL/0541-Removal Responses/02.03-SAMPLING & ANALYSIS DATA (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32959

32992	THE TELEGRAPH ONLINE - NASHUA FROM THE INSIDE: MOHAWK MEETING	2/17/2001	3	R01: Nelson, Andrew (NASHUA (NH) TELEGRAPH), R01: Bruce, Corene Dee (NASHUA (NH) TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32992
32980	EPA ENVIRONMENTAL NEWS - EPA AND NH DES TO HOLD INFORMATIONAL MEETING ON MOHAWK TANNERY SITE	2/7/2001	2	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32980
32970	MOHAWK TANNERY SITE UPDATE - NO. 2	2/1/2001	3	R01: (USEPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.05-FACT SHEETS/INFORMATION UPDATES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32970
33077	STATEMENT OF WORK FOR CONDUCTING ENGINEERING EVALUATION/COST ANALYSIS (EE/CA)	1/26/2001	34	R01: (USEPA REGION 1)		WP / Work Plan	054-REMOVAL/0541-Removal Responses/02.08-SCOPES OF WORK (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/33077
32922	PRELIMINARY SLUDGE CHARACTERIZATION INVESTIGATION-TEXT, FIGURES AND APPENDIX A	1/1/2001	344	R01: (GEOSYNTEC CONSULTANTS INC)	R01: (US EPA REGION 1)	RPT / Report	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32922
32924	PRELIMINARY SLUDGE CHARACTERIZATION INVESTIGATION-APPENDIX B	1/1/2001	318	R01: (GEOSYNTEC CONSULTANTS INC)	R01: (US EPA REGION 1)	RPT / Report	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32924
32953	PRELIMINARY SLUDGE CHARACTERIZATION INVESTIGATION-APPENDIX B CONTINUED AND APPENDIX C	1/1/2001	329	R01: (GEOSYNTEC CONSULTANTS INC)	R01: (US EPA REGION 1)	RPT / Report	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32953
270140	POLLUTION REPORT (POLREP) NO. 2 - MOHAWK TANNERY	11/8/2000	7	R01: (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.04-POLLUTION REPORTS (POLREPS)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/270140
32968	EPA REMOVAL UPDATE MOHAWK TANNERY SITE - NO. 1	11/1/2000	2	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32968
32991	THE TELEGRAPH ONLINE - MOHAWK TANNERY NEIGHBORS HEAR STATE'S PLANS FOR ASBESTOS CLEANUP	10/6/2000	3	R01: Nelson, Andrew (NASHUA (NH) TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32991
32989	THE TELEGRAPH ONLINE - EPA STARTS MOHAWK TANNERY CLEANUP NEXT WEEK	10/4/2000	2	R01: Bruce, Corene Dee (NASHUA (NH) TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32989
32966	ENVIRONMENTAL NEWS - EPA TO BEGIN CLEANUP AT MOHAWK TANNERY SITE	9/27/2000	1	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32966
270139	POLLUTION REPORT (POLREP) NO. 1, FIRST - MOHAWK TANNERY - MOBILIZATION DATE 09/27/2000	9/27/2000	7	R01: (US EPA REGION 1)		RPT / Report	054-REMOVAL/0541-Removal Responses/02.04-POLLUTION REPORTS (POLREPS)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/270139
250840	FIRST UNILATERAL ADMINISTRATIVE ORDER (UAO) FOR REMOVAL ACTION (RA)	8/29/2000	28	R01: Meaney, Patricia L (US EPA REGION 1)	R01: Kean, Warren (CHESTER REALTY TRUST) R01: Donahue, Robert (US EPA REGION 1) R01: Reed, Larry (US EPA - OFFICE OF EMERGENCY & REMEDIAL RESPONSE)	LBL / Legal Instrument	052-ENFORCEMENT/0522-Negotiations/10.07-EPA ADMINISTRATIVE ORDERS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/250840
32984	CONSULTATION ON DRAFT ENGINEERING EVALUATION/COST ANALYSIS (EE/CA) APPROVAL MEMO FOR SITE	6/27/2000	2	R01: Johnson, Art (US EPA REGION 1)		MEMO / Memorandum	054-REMOVAL/0541-Removal Responses/02.01-CORRESPONDENCE (REMOVAL RESPONSE)	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32984
32988	THE TELEGRAPH ONLINE - OFFICIALS OUTLINE EFFORT TO ADD SITE TO SUPERFUND	5/19/2000	3	R01: Bruce, Corene Dee (NASHUA (NH) TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32988
32985	THE TELEGRAPH ONLINE - CITY SITE PROPOSED FOR FEDERAL CLEANUP	5/12/2000	3	R01: Bruce, Corene Dee (NASHUA (NH) TELEGRAPH)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32985
32965	ENVIRONMENTAL NEWS - EPA FORMALLY PROPOSES MOHAWK TANNERY SITE TO SUPERFUND LIST	5/11/2000	2	R01: (US EPA REGION 1)		PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.03-NEWS CLIPPINGS/PRESS RELEASES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32965
32969	HAZARD RANKING SYSTEM (HRS) DOCUMENTATION RECORD PACKAGE FOR SITE	5/1/2000	62	R01: (US EPA REGION 1)		RPT / Report	055-SITE EVALUATION/0551-Pre Remedial Site Evaluation/01.05-HAZARD RANKING SYSTEM (HRS) PACKAGES	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32969
32983	REVIEW: ECOLOGICAL SCREENING OF PRELIMINARY DATA AND RECOMMENDATIONS FOR ADDITIONAL SAMPLING AT SITE	4/17/2000	16	R01: Tyler, Patti Lynne (US EPA REGION 1)	R01: Handler, Neil E (US EPA REGION 1)	MEMO / Memorandum	054-REMOVAL/0541-Removal Responses/02.02-REMOVAL RESPONSE REPORTS	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32983
129447	Memorandum concerning Use of Non-Time-Critical Removal Authority in Superfund Response Actions, 9360.0-40P REGARDING PREPARATION OF PUBLIC HEALTH ASSESSMENT FOR SITE (02/01/01 FACT SHEET AND SURVEY ARE ATTACHED)	2/14/2000	7	R01: Luftig, Stephen, D (Office of Emergency and Remedial Response), R01: Breen, Barry, N (Office of Site Remediation Enforcement)		LAWRS/ Laws/Regulations/Guidance	053-PRECORD SUPPORT/0531-Regulatory Development/03.1-Regulations, Standards & Guidelines, 058-PROGRAM SUPPORT/0583-Regulatory Development/05.4-Directives and Policy Guidance Documents	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/11/129447
32977	6736 SITE INSPECTION (S) PRIORITIZATION REPORT, FINAL	2/8/2000	4	R01: Trowbridge, Philip R (NH DEPT OF HEALTH & HUMAN SERVICES)		FRM / Form	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.01-CORRESPONDENCE (COMMUNITY RELATIONS) 055-SITE EVALUATION/0551-Pre Remedial Site Evaluation/01.03-SITE	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/32977
6736	6736 SITE INSPECTION (S) PRIORITIZATION REPORT, FINAL	11/1/1996	187	R01: (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	R01: (US EPA REGION 1)	RPT / Report	055-SITE EVALUATION/0551-Pre Remedial Site Evaluation/01.03-SITE INSPECTION/INVESTIGATION	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/6736
561645	EXPANDED SITE INSPECTION (ESI) CONDUCTING NON-TIME CRITICAL REMOVAL ACTIONS UNDER CERCLA (TRANSMITTAL LETTER ATTACHED, FROM HENRY LONGEST, US EPA HEADQUARTERS, TO EPA BRANCH CHIEFS DATED FEBRUARY 18, 1994)	12/29/1993	10	R01: Robinette, Michael J (NH DEPT OF ENVIRONMENTAL SERVICES (NHDES))	R01: Leahman, Ruth (USEPA/REGION 1)	RPT / Report	055-SITE EVALUATION/0551-Pre Remedial Site Evaluation/01.03-SITE INSPECTION/INVESTIGATION	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/561645
22230	PHASE 2 HYDROGEOLOGIC STUDY AND CONCEPTUAL CLOSEOUT PLAN, GRANITE STATE LEATHERS FACILITY	1/1/1993	6	R01: (US EPA - HEADQUARTERS)		PUB / Publication	056-SITE SUPPORT/0561-Administrative Support/11.07-REFERENCE DOCUMENTS	UCR(Uncontrolled)	https://semspub.epa.gov/src/document/01/22230
6738	PHASE 2 HYDROGEOLOGIC STUDY AND CONCEPTUAL CLOSEOUT PLAN, GRANITE STATE LEATHERS FACILITY	10/1/1985	261	R01: (GOLDBERG-ZOINO & ASSOCIATES INC)	R01: (FAIRMOUNT HEIGHTS ASSOCIATES)	RPT / Report	055-SITE EVALUATION/0551-Pre Remedial Site Evaluation/01.18-SITE ASSESSMENT SUPPORT DOCUMENTATION	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/6738
627477	PHASE 1 HYDROGEOLOGIC STUDY, GRANITE STATE LEATHERS INC. FACILITY (04/10/1985 TRANSMITTAL LETTER ATTACHED)	4/1/1985	102	R01: (GOLDBERG-ZOINO & ASSOCIATES INC)	R01: (FAIRMOUNT HEIGHTS ASSOCIATES)	RPT / Report	055-SITE EVALUATION/0551-Pre Remedial Site Evaluation/01.18-SITE ASSESSMENT SUPPORT DOCUMENTATION	UCLT(Uncontrolled)	https://semspub.epa.gov/src/document/01/627477

6805	INDEX OF SELECTED KEY GUIDANCE DOCUMENTS		1		LST / List/Index	056-SITE SUPPORT/0565-Records Management/20.01-ADMINISTRATIVE RECORD INDEXES	UCLH(Uncontrolled)	https://semspub.epa.gov/srs/document/01/6805
32993	HEALTH CONSULTATION FOR THE MOHAWK TANNERY SITE		1	R01: (US DEPT OF HEALTH AND HUMAN SERVICES), R01: (US AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR))	PUB / Publication	051-COMMUNITY INVOLVEMENT/0511-Community Involvement Activities/13.05/PRACT SHEETS/INFORMATION UPDATES	UCLH(Uncontrolled)	https://semspub.epa.gov/srs/document/01/32993

ATTACHMENT D: ARARs TABLES

Attachment C, Table 1
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Chemical-Specific ARARs and TBCs

P.11

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
Federal	EPA Risk Reference Doses (RfDs)	To Be Considered (TBC)	RfDs are the levels unlikely to cause significant adverse health effects associated with a threshold mechanism of action in human exposure for a lifetime.	No change.	Exceedances of non-carcinogenic risk-based standards developed using this guidance will be addressed by consolidating wastes, encapsulation and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.
Federal	EPA Carcinogenicity Slope Factor (CSFs)	TBC	Slope factors are developed by EPA from Health Effects Assessments and present the most up-to-date information on cancer risk potency. Slope factors are developed by EPA from Health Effects Assessments by the Carcinogenic Assessment Group.	No change.	Exceedances of carcinogenic risk-based standards developed using this guidance will be addressed by consolidating wastes, encapsulation and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.
Federal	Carcinogenic Risk Assessment (EPA, 2005) EPA/630/P-03/001F (EPA Risk Assessment Forum, March 2005)	TBC	Framework and guidelines for assessing potential cancer risks.	Not cited.	Exceedances of carcinogenic risk-based standards developed using this guidance will be addressed by consolidating wastes, encapsulation and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.

Attachment C, Table 1
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Chemical-Specific ARARs and TBCs

62

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
Federal	Supplemental Guidance for Assessing Susceptibility from Early-Life Exposure to Carcinogens (EPA, 2005) EPA/630/R-03/003F (EPA Risk Assessment Forum, March 2005)	TBC	Guidance on assessing cancer risks to children.	Not cited.	Exceedances of carcinogenic risk-based standards for children developed using this guidance will be addressed by consolidating wastes, encapsulation and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.
Federal	Recommendations of the Technical Review Workgroup for Lead for an approach to Assessing Risks Associated with Adult Exposure to Lead in Soil; EPA-540-R-03-001 (January 2003)	TBC	EPA Guidance for evaluating risks posed to adults by lead in soil. Used to develop lead risk-based cleanup standards.	Not cited	Exceedances of lead standards developed using this guidance will be addressed by consolidating wastes, encapsulation and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.

Attachment C, Table 1
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Chemical-Specific ARARs and TBCs

Bk3

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
Federal	Updated Scientific Considerations for Lead in Soil Cleanups (OLEM Directive 9200.2-167), December 22, 2016	TBC	Based on updated science and health effects, the Region is addressing risks posed by lead, particularly for children, on a site-specific basis.	Not cited.	Exceedances of lead standards developed using this guidance will be addressed by consolidating wastes, encapsulation and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.
Federal	EPA Carcinogenic Assessment Group Potency Factors	TBC	These factors are used to evaluate an acceptable risk from a carcinogen (dioxin)	Not cited.	Exceedances of dioxin standards developed using this guidance will be addressed by consolidating wastes, encapsulation and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.
State	Contaminated Site Management, Soil Remediation Criteria; New Hampshire Code of Administrative Rules Chapter Env-Or-606.19, Table 600-2	Applicable	Promulgated numeric soil remediation standards.	Not cited.	Exceedances of these numeric standards will be addressed by consolidating wastes, encapsulation, and capping. Monitoring and ICs will ensure the protectiveness of the cap during the NTCRA and thereafter.

Attachment C, Table 2
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Location-Specific ARARs and TBCs

n/l

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
Federal	Floodplain Management and Protection of Wetlands (44 C.F.R. § 9)	Relevant and Appropriate	FEMA regulations that set forth the policy, procedure and responsibilities to implement and enforce Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands). Prohibits activities that adversely affect a federally-regulated wetland unless there is no practicable alternative and the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. Requires the avoidance of impacts associated with the occupancy and modification of federally-designated 100-year and 500-year floodplain and to avoid development within floodplain wherever there is a practicable alternative. An assessment of impacts to 500-year floodplain is required for critical actions – which includes siting contaminated sediment management facilities in a floodplain. Requires public notice when proposing any action in or affecting floodplain or wetlands.	Not cited in Action Memo, instead regulations at 40 C.F.R. 6.302(a) and 40 C.F.R. 6, App. A were cited that have since been deleted.	Any work in federal jurisdiction wetlands associated with the excavation, consolidation, encapsulation, and capping of contaminated material will minimize impacts to wetland resources, including instituting erosion and sedimentation control measures, and may require mitigation. Excavation and consolidation work within floodplain will be conducted to minimize impacts to floodplain resources. Any flood storage lost from the encapsulation/capping of contaminated materials at or below the 100-year flood elevation will be replaced on-site. Lost flood storage between the 100-year and 500-year flood elevation is expected to be <i>de minimus</i> within the waterway but may be replaced, to the extent practicable. The cap will be designed and maintained to not release contamination if flooded, up to a 500-year event. If this alternative is selected public comment will be solicited concerning the proposed impacts to floodplain and federal wetlands resources.

Attachment C, Table 2
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Location-Specific ARARs and TBCs

p.2

Regulatory Authority	Requirement	Status	Requirement Synopsis	<u>Changes in ARAR/TBC since the 2002 Action Memorandum</u>	Action to be Taken to Attain Requirement
Federal	RCRA Floodplain Restrictions for Solid Waste Disposal Facilities and Practices (40 CFR 257.3-1)	Relevant and Appropriate	Solid waste practices must not restrict the flow of a 100-year flood, reduce the temporary water storage capacity of the floodplain or result in washout of solid waste that would pose a hazard to human life, wildlife, or land or water resources.	Cited	To the extent solid waste will be encapsulated and capped within the 100-year floodplain any flood storage lost at or below the 100-year flood elevation will be replaced on-site and the cap designed and maintained to not release contamination if flooded.
Federal	RCRA Floodplain Restrictions for Hazardous Waste Facilities (40 CFR 264.18(b))	Relevant and Appropriate	A hazardous waste treatment, storage, or disposal facility located in a 100-year floodplain must be designed, constructed, operated, and maintained to prevent washout or to result in no adverse effects on human health or the environment if washout were to occur.	Cited	To the extent hazardous waste may be consolidated, encapsulated, and capped within the 100-year floodplain, the capped lagoons will be designed, constructed, and maintained to meet RCRA floodplain standards for hazardous waste disposal facilities.
Federal	Fish and Wildlife Coordination Act, 16 U.S.C. §661 <i>et seq.</i>	Applicable	Any modification of a body of water or wetland requires consultation with the U.S. Fish and Wildlife Service and the appropriate state wildlife agency to develop measures to prevent, mitigate, or compensate for losses of fish and wildlife.	Not cited	Contact with appropriate federal agencies would be maintained during the planning and implementation of the removal action that may alter protected resource areas.

Attachment C, Table 2
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Location-Specific ARARs and TBCs

RA

Regulatory Authority	Requirement	Status	Requirement Synopsis	<u>Changes in ARAR/TBC since the 2002 Action Memorandum</u>	Action to be Taken to Attain Requirement
Federal	National Historical Preservation Act, 16 U.S.C. 469 <i>et seq.</i> ; 36 C.F.R. Part 65	Applicable	When a federal agency finds, or is notified, that its activities may cause irreparable loss or destruction of significant scientific, pre-historical, historical, archeological data, such agency shall consult with relevant federal and State officials to address the preservation of such data or other forms of mitigation, as necessary.	Not cited	If, during the removal action, it is determined that this alternative may cause irreparable loss or destruction of significant scientific, pre-historical, historical, or archaeological data, EPA will consult with federal and State officials and implement preservation and/or mitigation measures, as necessary.
State	Native Plant Protection Act, R.S.A. 217-A	Applicable	Prohibits damaging plant species listed as endangered in the State.	Not cited	Any removal action that may take state-listed species will need to meet these standards.
State	Endangered Species Conservation Act, R.S.A. 212-A	Applicable	Prohibits the taking of State-listed endangered species and regulates such activities regarding State-listed threatened species.	Not cited.	Any removal action that may take state-listed species will need to meet these standards.

Attachment C, Table 2
Mohawk Tannery Site, Action Memo
Alternatives 5a, ah a2, b, and c
Encapsulation and Capping
Location-Specific ARARs and TBCs

DA

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
State	Siting requirements for hazardous waste facilities and variances, Env-Hw 304.08 (Existing facilities) and 304.09 (New facilities).	Relevant and Appropriate	Flood control measures must be identified for any facility within the 100-year floodplain. Similarly, new facilities located within 3,000 feet of faults displaced in Holocene times must show that no faults pass within 200 feet of the facility.	Cited as Env-Wm 353.08 and 353.09 which have been re-designated by the State as Env-Hw 304.08 and 304.09.	Any flood storage lost from the encapsulation/capping of contaminated materials at or below the 100-year flood elevation will be replaced on-site. Seismic requirements are also met.
State	Terrain Alteration, Env-Wq 1500 and RSA 485-A:17	Applicable	These rules establish criteria for the protection of surface water quality resulting from activities that occur in or on the border of surface water or within a distance of surface water such that direct or immediate degradation may result to water quality.	Cited as "Rules Relative to Prevention of Pollution from Dredging, Filling, Mining, Transporting, and Construction (Env- Ws 415)" re-designated by the State as "Terrain Alteration, Env-Wq 1500."	The alternative will involve erosion and sedimentation controls to prevent impacts to the Nashua River
State	Criteria and Conditions for Fill and Dredge in Wetlands: RSA Ch. 482-A and NH Admin. Code Env-Wt Parts 100-900	Applicable	These standards regulate filling and other activities in or adjacent to wetland resource areas (including the 100-year floodplain), and buffer zones and establish criteria for the protection of wetlands from adverse impacts on fish, wildlife, commerce, and public recreation.	Not cited.	Any work in state jurisdiction wetlands/buffer zone associated with the excavation, consolidation, encapsulation, and capping of contaminated material will minimize impacts to wetland resources, including instituting erosion and sedimentation control measures, and may require mitigation. Excavation and consolidation work within the 100-year floodplain will be conducted to minimize impacts to floodplain resources. Any flood storage lost from the encapsulation/ capping of contaminated materials at or below the 100-year flood elevation will be replaced on-site. The cap will be designed and maintained to not release contamination if flooded.

Attachment C, Table 2
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Location-Specific ARARs and TBCs

p.5

Regulatory Authority	Requirement	Status	Requirement Synopsis	<u>Changes in ARAR/TBC since the 2002 Action Memorandum</u>	Action to be Taken to Attain Requirement
State	Shore land Water Quality Protection: RSA 483-B and NH Admin, Code Env-Wq 1400	Applicable	These standards regulate activities conducted along shore lands to protect, restore and preserve these fragile natural resources.	Not cited	Any work within the protected shore land will need to comply with these rules including but not limited to storm water and erosion control, maintenance of woodland buffers, and restoration.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs

p. 1

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
Federal	Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901, <i>et seq.</i> , 40 C.F.R. Parts 261, 262 and 264	Applicable	New Hampshire has been delegated the authority to administer these RCRA standards through its state hazardous waste management regulations (Env-Hw 100-1100). These provisions have been adopted by the State.	Not cited	Any wastes generated by removal activity to be sent off-site will be analyzed by appropriate test methods. If found to be hazardous wastes, then they will be managed in accordance with the substantive requirements of the State hazardous waste regulations. The lagoons will be capped in accordance with State hazardous waste closure standards which will include consolidation of all wastes from the site without further characterization testing. O&M of the capped lagoons will meet post-closure standards.
Federal	Clean Water Act - Pre-treatment Regulations (40 CFR 403)	Applicable	These regulations impose restrictions on the discharge of pollutants to Publicly Owned Treatment Works (POTW) and mandate that discharges must comply with the local pretreatment program.	Cited	Any surface water and groundwater dewatering effluent that would be discharged or disposed of at a POTW would be tested to ensure compliance with these regulations.
Federal	Clean Water Act (CWA), Section 402, 33 U.S.C. § 1342; 40 C.F.R. 122.125, 131, 136, 450 - Discharge of Pollutants	Applicable	These standards address water discharges which may be directed to surface water. Also establishes storm water standards for construction and development projects that are over one acre.	Not cited.	If a discharge from the removal action, is directed to surface water the discharge will be treated, if necessary, so that these standards will be achieved. Any removal action that will disturb one acre or more, including excavation, consolidation and capping of contaminated materials will meet these storm water standards.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs

p. 2

Regulatory Authority	Requirement	Status	Requirement Synopsis	<u>Changes in ARAR/TBC since the 2002 Action Memorandum</u>	Action to be Taken to Attain Requirement
Federal	Clean Air Act (CAA), Hazardous Air Pollutants, 42.U.S.C. § 112(b)(1), National Emission Standards for Hazardous Air Pollutants (NESHAPS), 40 C.F.R. Part 61	Applicable	The regulations establish emissions standards for 189 hazardous air pollutants. Standards set for dust and other release sources.	Not cited	If the excavation, consolidation, encapsulation and/or capping generates regulated air pollutants, then measures will be implemented to meet these standards.
Federal	CAA, National Emission Standards for Hazardous Air Pollutants (NESHAPS), Standards for Inactive waste disposal sites for asbestos mills and manufacturing and fabricating operations, 40 C.F.R. § 61.151	Relevant and Appropriate	NESHAPS standards for preventing air releases from inactive asbestos disposal sites, including cover standards, dust suppression, and land use controls.	Not cited.	Any asbestos contaminated soil/debris will be consolidated either under the lagoon cap or adjacent to the lagoon cap under a separate cap meeting the asbestos-capping standards of these regulations. O&M and ICs will be established to maintain the cap and to address any potential asbestos exposure in case the cap is disturbed.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs
& A

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
Federal	Framework for Investigating Asbestos-Contaminated Superfund Sites, OSWER Directive #9200.0-68 (Sept. 2008)	TBC	Guidance on investigating and characterizing the potential human exposure from asbestos contamination in outdoor soil at Superfund sites.	Not cited.	Any areas that are suspected of containing asbestos contamination will be investigated under these guidance standards.
Federal	Toxic Substances Control Act (Transport and Disposal of Asbestos Waste) 40 CFR Subpart E, Appendix D	Applicable	Provides standards for transport and disposal of materials that contain asbestos. Requires proper wetting and containerization.	Not cited	Asbestos will be managed in compliance with these standards.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs

11A

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
State	Contaminated Site Management, Activity and Use Restrictions; NH Admin. Code Env-Or 608	Relevant and Appropriate	Env-Or Part 608 establishes standards for setting institutional controls to protect human health and components of the remedy.	Not cited	ICs will be established for wastes left in place that meet State recording standards under these regulations.
State	Identification and Listing of Hazardous Wastes, N.H. Admin. Code Env-Hw 400	Applicable	These standards list particular hazardous wastes and identify the maximum concentration of contaminants for which the waste would be a RCRA characteristic waste. The analytical test set out in Appendix II of 40 C.F.R. Part 261 is referred to as the Toxicity Characteristic Leaching Procedure (TCLP). The federal requirements 40 C.F.R. Part 261 are incorporated by reference.	Cited, but as Env-Wm 400, State reclassified the regulation as Env-Hw 400.	Any wastes generated by removal activity to be taken off-site will be analyzed by appropriate test methods. Wastes to be consolidated on-site in the capped lagoons do not need to be tested if the capped lagoons meet RCRA closure standards.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs

ii. E

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
State	Requirements for Hazardous Waste Generators, N.H. Admin. Code Env-Hw 500	Applicable	Requires a determination as to whether waste materials are hazardous and, if so, requirements for managing such materials on site prior to shipment off site. The federal requirements 40 C.F.R. Part 262 are incorporated by reference.	Cited, but as Env-Wm 500, State reclassified the regulation as Env-Hw 500.	If removal activity generates hazardous wastes, then they will be managed in accordance with the substantive requirements of these regulations.
State	Hazardous Waste, Technical Requirements (Surface Impoundment Closure/Post Closure) Env-Hw 708.03 Technical Requirements.	Relevant and Appropriate	The operator of a facility shall: (a) Treat, store, or dispose of wastes according to best engineering judgment and with the best available technology; (b) Design and operate the facility so as to minimize the quantity and impact of planned and non-planned releases of hazardous waste or waste constituents into the environment; (c) Use the best available solution for managing the hazardous wastes received; and (d) Comply with the following requirements and standards as set forth under 40 CFR Part 264, in particular closure/post-closure performance standards at 40 C.F.R. 264.228	Not cited.	Closure of the lagoon with the consolidated encapsulated waste will meet the following substantive closure standards: (2)(i) Eliminate free liquids by removing liquid wastes or solidifying the remaining wastes and waste residues; (ii) Stabilize remaining wastes to a bearing capacity sufficient to support final cover; and (iii) Cover the surface impoundment with a final cover designed and constructed to: (A) Provide long-term minimization of the migration of liquids through the closed impoundment; (B) Function with minimum maintenance; (C) Promote drainage and minimize erosion or abrasion of the final cover; (D) Accommodate settling and subsidence so that the cover's integrity is maintained; and (E) Have a permeability less than or equal to the permeability of any bottom liner system or natural subsoils present. O&M and ICs will meet post-closure standards under these regulations.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs

p*6

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
State	Air Pollution Control: RSA Ch. 125-C; Fugitive Dust, N.H. Admin. Rule Env-A 1002; Regulated Toxic Air Pollutants, NH Admin. Rule Env-A 1400	Applicable	Part 1002 requires precautions to prevent, abate and control fugitive dust during specified activities, including excavation, maintenance, and construction. Part 1400 identifies toxic air pollutants discharge standards. These pollutants are also listed by EPA in 40 CFR 261	Cited	If the excavation, consolidation, encapsulation and/or capping generates regulated air pollutants, then measures will be implemented to meet these standards.
State	Management and Control of Asbestos Disposal Sites Not Operated After July 9, 1981; New Hampshire Code of Administrative Rules Chapter Env-Sw 2100 and RSA 141-E	Applicable	Requirements for managing certain pre-1981 asbestos disposal sites.	Not cited	Manage asbestos wastes excavated from asbestos disposal sites (ADS) in accordance with Env-Sw 2100. Construct, manage and record relocated ADS in accordance with Env-Sw2100. Use authorized personnel/contractors as required.
State	Management of Certain Wastes; New Hampshire Code of Administrative Rules Part Env-Sw 901	Applicable	Management of asbestos waste from the point of waste origination to the point of waste disposal.	Not cited	Manage asbestos and dispose of wastes generated (e.g., excavated and encapsulated/capped) accordance with Env-Sw 901. Asbestos waste shall not be intentionally combined or mixed with other waste types prior to disposal. Use authorized personnel/contractors as required.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs

p=7

Regulatory Authority	Requirement	Status	Requirement Synopsis	<u>Changes in ARAR/TBC since the 2002 Action Memorandum</u>	Action to be Taken to Attain Requirement
State	Asbestos Management and Control; New Hampshire Code of Administrative Rules Chapter Env-A 1800	Applicable	Requirements for managing asbestos in a manner that prevents the release of asbestos fibers to the environment and human exposure thereto.	Not cited	Manage asbestos wastes generated (<i>e.g.</i> , excavated an encapsulated/capped) accordance with Env- A 1800. Use authorized personnel/contractors as required.
State	Solid Waste landfill requirements: New Hampshire Code of Administrative Rules Part Env-808, Landfill Reclamation	Relevant and appropriate	Requirements for excavating a portion or an entire solid waste landfill.	Not cited	Prepare and follow a landfill reclamation plan as described in Env-Sw 808 for removal of the Fimbel Door Landfill.
State	Drinking Water Quality Standards: NH Admin. Code Env-Dw 700	Relevant and Appropriate for MCLs and non-zero MCLGs only; MCLGs set as zero are To Be Considered.	State MCLs and MCLGs establish maximum contaminant levels permitted in public water supplies and are the basis of State Ambient Groundwater Quality Standards (AGQS) that are applicable to site ground water. The regulations are generally equivalent to the Federal Safe Drinking Water Act (SDWA).	Not cited.	Used to establish Performance Standards for monitoring groundwater at the capped lagoon compliance boundary to ensure there is no migration of contaminated groundwater exceeding these standards beyond the boundary. Inside of the compliance boundary, ICs will be required to prevent contact/ingestion of groundwater that exceeds these standards.

Attachment C, Table 3
Mohawk Tannery Site, Action Memo
Alternatives 5a, a1, a2, b, and c
Encapsulation and Capping
Action-Specific ARARs and TBCs

B-8

Regulatory Authority	Requirement	Status	Requirement Synopsis	Changes in ARAR/TBC since the 2002 Action Memorandum	Action to be Taken to Attain Requirement
State	New Hampshire Ambient Groundwater Quality Standards (NH AGQS): Env-Or 603.03, Table 600-1,	Relevant and Appropriate	Establishes maximum concentration levels for regulated contaminants in groundwater which result from human operations or activities. NH AGQS are equivalent to MCLs for contaminants that have MCLs. NH AGQS have been established for site groundwater, contaminants for which no MCLs are established, and are derived to be protective for drinking water uses. The NH AGQS will be used for site contaminants where MCLs are not currently established.	Not cited.	Used to establish Performance Standards for monitoring groundwater at the capped lagoon compliance boundary to ensure there is no migration of contaminated groundwater exceeding these standards beyond the boundary. Inside of the compliance boundary, ICs will be required to prevent contact/ingestion of groundwater that exceeds these standards.
State	Non-degradation of Groundwater to Protect Surface Water: NH Admin. Code Env-Or 603.01 (c)	Applicable	Wm-Or 603.01(c) provides that, unless naturally occurring, groundwater shall not contain any contaminants at concentrations such that groundwater to surface water results in a violation of surface water standards in any surface water body within or adjacent to the site. Env-Or 603.01 (c) therefore incorporates surface water standards set forth at Env-Ws 1700.	Not cited.	Used to establish Performance Standards for monitoring groundwater at the capped lagoon compliance boundary to ensure there is no migration of contaminated groundwater exceeding these standards beyond the boundary. Inside of the compliance boundary, ICs will be required to prevent contact/ingestion of groundwater that exceeds these standards.
State	Standards for Construction, Maintenance and Abandonment of Wells, NH Admin. Code We 600	Applicable for drinking water wells; R&E for monitoring wells	This provision requires that wells be constructed, maintained, relocated, and/or abandoned according to these regulations. We 602.05 address restrictions on location wells in contaminated areas.	Not cited	Wells used for monitoring the remedy will be created, operated, and closed in compliance with these standards. Well restriction standards shall be incorporated into institutional controls to prevent groundwater use around the capped lagoon.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
NEW ENGLAND - REGION I
5 POST OFFICE SQUARE, SUITE 100
BOSTON, MASSACHUSETTS 02109-3912

Memorandum

Date: April 2, 2020

Subject: Mohawk Tannery Technical Memorandum to 2019 NTCRA

To: Site File

From: Matthew R. Audet, RPM *MR*
Federal Facilities Superfund Section

Thru: Melissa Taylor, Chief *MT*
New Hampshire & Rhode Island Superfund Section

This memorandum highlights third-party developer activities to be performed in coordination with EPA Region 1's September 30, 2019 Action Memorandum, which modified the scope of the Mohawk Tannery Site's Non-Time-Critical Removal Action (NTCRA) dated October 29, 2002.

Background

Following additional investigation, including a 2018 Engineering Evaluation/Cost Analysis Amendment ("EE/CA Amendment") to a 2002 EE/CA, the recommended 2019 NTCRA involved: consolidating approximately 78,600 cy of contaminated waste and overlying soil from six disposal areas, approximately 1,150 cy of contaminated soil from areas of the Site located outside the footprint of six disposal areas, and approximately 2,500 cy of contaminated soil from the Site's Southern Parcel onto the Northern Parcel of the Site, enclosed with a vertical barrier, and covered with an impermeable cap. Approximately, a total volume of 82,250 cy of contaminated material would be consolidated, encapsulated and capped.

The total project cost ceiling for the NTCRA recommended in the Action Memorandum ranged from \$7.7 million to \$14.5 million. The cost estimate for the revised entire scope of the work does not exceed to estimates in the EE/CA or Action Memo. Specific vertical barrier technologies (sheet pile, slurry wall, or secant wall) would be determined based on subsequent design plans approved by EPA.

Non-Time-Critical Removal Action

The 2019 Action Memorandum describes the NTCRA proposed actions and includes ARARs to address closure of the Fimbel Door Landfill (see below). In addition, the Action Memorandum includes the following language related to third-party redevelopment activities:

It is anticipated that this NTCRA will be performed in connection with a private party redevelopment of the Site under an administrative order. EPA understands that as part of this re-development, while not part of this NTCRA, a private party may opt to: 1) consolidate approximately 20,000 cy of sludge waste from a landfill within an adjacent property (Fimbel Door property) into the capped area on the Site, and 2) excavate approximately 17,000 cy of asbestos containing material (ACM) from a City-owned property and approximately 5,000 cy of ACM from the Fimbel Door property and deposit this ACM into a separate capped cell to be built adjacent to the eastern edge/wall of the capped area.

EPA has subsequently reviewed a proposed design solicitation for this private-party work to be performed in coordination with the NTCRA. Further refinement of the design will follow. EPA has consulted with NHDES throughout the process and will continue to do so.

Affected Properties

In total, three properties will be impacted by the coordinated redevelopment and NTCRA work: Mohawk Tannery, Fimbel Landfill, and Parkway ADS (see figure). The Mohawk Tannery property is located at Fairmount Avenue and Warsaw Avenue, the Fimbel Landfill property is located to the south of the Broad Street Parkway and is landlocked between the Mohawk Tannery and Parkway ADS Cell, and the Parkway ADS Cell property abuts the recently completed Broad Street Parkway, opposite Fox Street to the north.

Fimbel Door Landfill

During historic operations, Mohawk Tannery sludge was placed on an approximately 0.6-acre (26,000 square feet), 20-mil thick polyvinyl chloride (PVC) liner to form a waste pile approximately 20 to 25 feet high on the adjacent Fimbel Landfill property. A landfill closure plan for the Fimbel Landfill was approved by the NHDES in 1996. The closure plan included a soil and polyethylene membrane cover system, a leachate monitoring and collection system, a landfill gas collection and venting system, and perimeter fencing. Landfill closure was completed under NH State requirements in 1997.

City of Nashua Asbestos Disposal Site (ADS)

Asbestos-impacted soil was identified in soil on the former Fimbel Door Factory property in 1986. During development of the Broad Street Parkway in 2013, the property, classified as a NHDES ADS (#271; NHDES #200410151), received consolidated asbestos material from three properties (the former Fimbel Door Factory, 44 Broad Street, and the western side of Baldwin Street near the south of the railroad) into ADS containment cells owned and maintained by the City of Nashua (NHDES #199007010).

Private-Party Redevelopment Work

Working cooperatively with EPA, New Hampshire Department of Environmental Services (NHDES), and the City of Nashua a preliminary design has been drafted that contemplates the construction of: (1) a secant pile containment system surrounding the two existing Nashua Riverfront lagoons for the purposes of consolidating all tannery waste from the Mohawk Tannery Site and the Fimbel Door Landfill,

and; (2) the consolidation of ACM from the City-owned ADS land, the Fimbel Door Landfill, and the Mohawk Tannery Site in a cell adjacent to the contained lagoon waste.

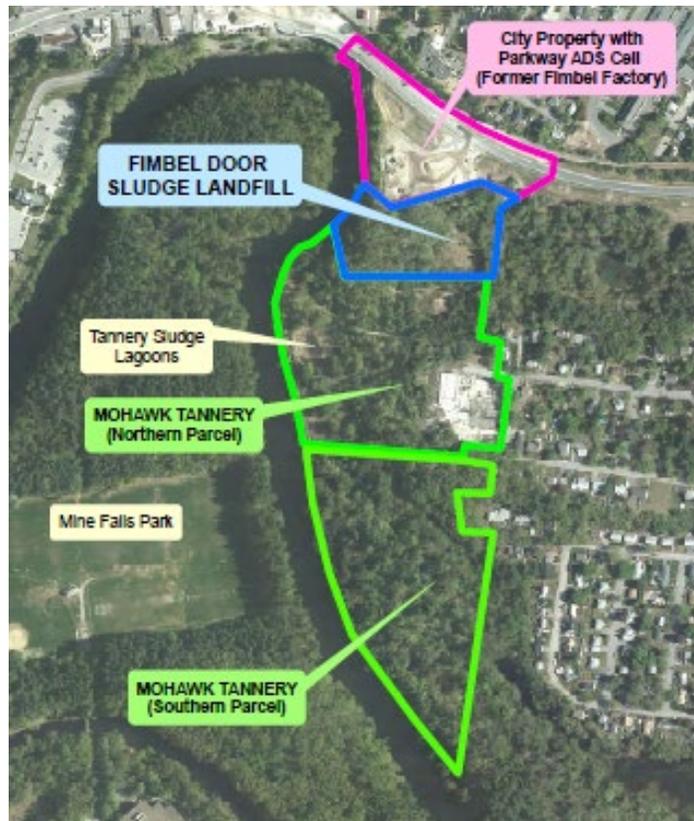
Redevelopment of the three properties will further any overall redevelopment. Currently contemplated are multi-family housing containing a combination of apartments, senior housing, independent and assisted living, Alzheimer's and related dementia uses along with river based recreational facilities and up to an estimated 50,000 ft² of commercial space.

ARARs

The following ARAR was included in the 2019 Action Memo.

Requirement/Regulation	Status	Synopsis	Action to Be Taken to Comply	Actions Included in the 80% Submission
Solid Waste landfill requirements: NH Code of Administrative Rules Env-808	R&A	Requirements for excavating a portion or an entire solid waste landfill.	Prepare and follow a landfill reclamation plan as described in Env-Sw 808 for removal of the Fimbel Door Landfill.	The 80% submission does not identify the components necessary to comply with this ARAR. KGSNE assumes that a landfill reclamation plan will be filed by the prospective purchaser or representative. [To be addressed with a reclamation plan prepared pursuant to Env-Sw 808 for the 100% design.]

SITE MAP





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

ACTION MEMORANDUM

DATE: See Digital Signature date stamp below

SUBJ: Non-Time Critical Removal Action (NTCRA) Addendum to include Fimbel Landfill to the Mohawk Tannery Site, Nashua, NH- **Action Memorandum Addendum**

FROM: Matt Audet, Remedial Project Manager *MR*

THRU: Melissa Taylor, Chief *MT*
NH/RI Superfund Section

Bob Cianciarulo, Chief *MT* for BC
Remediation and Restoration Branch I

TO: Bryan Olson, Director
Superfund and Emergency Management Division

I. PURPOSE

The purpose of this Action Memorandum Addendum is to request and document approval of a change to the September 2019 Action Memorandum and clarify the technical memorandum of April 2, 2020 concerning the Mohawk Tannery Site (the Site). The Site is located off Fairmont St in Nashua, NH.

Hazardous substances present in soils, sludges, and contaminated waste originating from the Mohawk Tannery, if not addressed by implementing the response actions selected in this Action Memorandum Addendum, will continue to pose a threat to human health and the environment.

The 2019 Action Memorandum primarily addressed tannery soil and sludge contamination on the Mohawk Tannery northern and southern parcels. The Action Memorandum anticipated that the (NTCRA) would be performed in connection with private party redevelopment of the Site and that the private party may opt to consolidate approximately 20,000 cy of sludge waste from a landfill located on the adjacent Fimbel property (Fimbel) into the newly-constructed waste disposal area located on the Mohawk Tannery property.

This Addendum serves to formalize this work on Fimbel and details the basis and funding for performing the necessary response actions. While this additional material increases the volume of waste by approximately 25%, this addition does not increase any EPA costs associated with the work.

II. SITE CONDITIONS AND BACKGROUND

CERCLIS ID#: NHD981889629
SITE ID#: 017C
CATEGORY: Non-Time-Critical
NPL STATUS: Proposed to the NPL May 11, 2000

A. Site Description

1. Removal site evaluation

Please refer to the previous Action Memorandum, dated September 30, 2019, for a detailed history and description of EPA actions at the Mohawk Tannery Site.

Numerous investigations of the Fimbel Landfill have been conducted, including:

- Tannery Sludge Landfill Proposal for Mohawk Associates, Inc., no date, prepared by B.V. Pearson Associates, Chester, New Hampshire
- Tannery Sludge Landfill Proposal II for Mohawk Associates, Inc., May 23, 1983. Prepared by B.V. Pearson Associates, Chester, NH.
- November 1983: Sludge sampled by Granite State Leathers, Inc.
- Hydrogeologic Study and Conceptual Closeout Plan, Fimbel Landfill, Nashua, NH.
- Prepared for Fairmount Height Associates Inc., Nashua, NH. Prepared by Goldberg-Zaino & Associates, Inc. (GZA), Manchester, NH, November, 1985. File No. D-5227
- Four monitoring wells installed (F-1, F-2, F-3, and F-4)
- May 1885: NHDES samples sludge
- July 1985: GZA samples leachate, groundwater and drum composite September 1985: GZA samples leachate and groundwater
- March 1986: USEPA samples sludge
- November 1986: Wehran develops a Response Action Plan. No sampling.
- Preliminary Assessment for the Fimbel Landfill Site, Fox Street, Nashua, NH. Prepared by New Hampshire Division of Public Health Services Bureau of Risk Assessment and NHDES Waste Management Division, Superfund Site Management Bureau. March 30, 1989.
- Phase I Environmental Site Assessment of the Fimbel Landfill/Lagoon, Nashua, NH. Prepared by Dunn Geoscience Corporation, Laconia, NH. DGC Project No. 6885-001-8608. December 11, 1989.
- Groundwater Sampling and Analyses, Fimbel Door Corporation Landfill/Lagoon, Nashua, NH. Prepared by Dunn Geoscience Corporation, Laconia, NH. DCG Project No. 60885- 001-08608. January 26, 1990.
- Final Screening Site Inspection, Fimbel Landfill, Nashua, NH. Prepared by NUS Corporation, Bedford, MA. May 22, 1990. TDD No. FI-8907-05. No sampling conducted.
- Site Investigation Report/Remedial Action Plan, Tannery Sludge Landfill, Fimbel Door Corporation. Prepared by Woodard & Curran Environmental Services, Portland, ME., 1992.
- Report on Additional Characterization of Landfill Sludge at Depth, Fimbel Door Landfill, Nashua NH, DES Site #840400. Prepared by Woodard & Curran Environmental Services, Portland, ME. July 21, 1995.
- Final Site Inspection Prioritization Report for Mohawk Tannery Nashua, New Hampshire. CERCLIS NO. NHD981889629. New Hampshire Department of Environmental Services Waste Management Division November 1996.
- Bench-Scale Treatability Study, GeoInsight, 2016. Included waste coring.

Results indicate the presence of organic and inorganic compounds in nearly all tannery sludge samples from the landfill. Consistent with Mohawk waste, identified contaminants include chromium and phenols.

2. Physical location

Please refer to the previous Action Memorandum, dated September 30, 2019, for a detailed geographical description of the Former Mohawk Tannery Site.

As depicted on Figure 1 below, the Fimbel property contains an inactive landfill located at 24 Fox Street in the City of Nashua, New Hampshire. The Fimbel Landfill is approximately one-half mile east of NH Route 3, and approximately south of Broad Street Parkway. To the east is a low-lying seasonally wet area, to the west is a wooded area and to the south is the former Mohawk Tannery Site. The Nashua River flows in a southerly direction immediately west of the properties. The Fimbel property is identified as lot number 1 on tax map 71 for the City of Nashua and is found at North Latitude 42° 46' 2.5" and West Longitude 71 ° 29'12.5". The Fimbel landfill is approximately one-half acre in size.

Directly to the north, situated between the Fimbel property and Broad Street Parkway lies a City of Nashua-owned Right of Way (ROW) property. The property is bound on the west by the Nashua River, to the north by the Parkway, the east by a road, and to the south by Fimbel property. The ROW property totals 3.04 acres. The City ROW is depicted as the "City Property with Parkway ADS Cell" in Figure 1 below.

3. Site Characteristics

Please refer to the previous Action Memorandum, dated September 30, 2019, for a detailed description of Former Mohawk Tannery characteristics.



The Fimbel Landfill was constructed in 1979 for disposal of dewatered tannery sludge from the Mohawk Tannery facility. The Landfill was constructed and operated entirely by Mohawk Tannery, and received dewatered wastewater treatment sludge from the Mohawk facility until closing in 1984. The landfill was constructed with a 20-mil thick polyvinyl chloride (PVC) liner (1979) and covered with 0.5 to 2.0 feet of granular soil in 1984.

A leachate collection system is located along the western edge of the landfill. It consists of a leachate holding pond and a concrete sump formerly used to house the leachate pump. Periodically from 1979 to 1984, leachate generated from separation of water from the emplaced sludge or from precipitation was pumped from the leachate collection sump through an underground pipe back to the facility waste treatment facility's primary clarifier. The leachate collection and treatment system has not been in operation since closure of the Mohawk facility in 1984.

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

Please refer to the previous Action Memorandum, dated September 30, 2019, for more information regarding initial contaminant data.

In the course of work on Mohawk Tannery, information has been learned that Fimbel Landfill contains primarily tannery waste originating from tannery operations. Analysis of landfill waste conducted by GeoInsight in 2016 during a Bench-Scale Treatability Study confirm the similarity in Mohawk and Fimbel Landfill waste. Table 1 presents a summary of historical and recent analysis of both wastes.

Table 1
HISTORICAL AND RECENT SLUDGE SAMPLE PHYSICAL PROPERTIES AND ANALYTICAL RESULTS
FORMER MOHAWK TANNERY/FIMBEL SLUDGE LANDFILL
FAIRMOUNT STREET
NASHUA, NEW HAMPSHIRE

Consultant	Shaw			GeoInsight	Shaw			GeoInsight	Woodard & Curran			GeoInsight				
Site/Sample Area	Mohawk Area 1						Mohawk Area 2			Mohawk Area 4	Mohawk Area 7	Mohawk Area 4+7		Fimbel Landfill		
Sample ID	SL-101	SEK2580A Area 1 (A)	SEK2580B Area 1 (B)	SEK2580C Area 1 (C)	Mohawk Area 1	SL-202	SEK2582A P2 Sludge (A)	SEK2582B P2 Sludge (B)	Mohawk Area 2	SL-401	SL-703	Mohawk Area 4+7	Boring-1	Boring-3	Fimbel Comp 1	Fimbel Comp 2
Date Analyzed	Sept 2001	2009	2009	2009	Jan 20, 2016	Aug 2001	2009	2009	Jan 20, 2016	Aug 2001	Aug 2001	Jan 20, 2016	June 1995	June 1995	Jan 20, 2016	Jan 20, 2016
pH (s.u.)	7.6	7.1	7.0	7.2	--	8.2	9.4	9.8	--	8.32	8.22	--	8.0	8.4	--	--
Density (g/cm3)	--	1.07	1.04	1.02	--	--	1.20	1.18	--	--	--	--	--	--	--	--
Solids Content (%)	13-135	15.18	18.40	18.35	34.4	54-94.2	40.84	41.48	65.4	36.4-79.9	30-89.4	82.20	--	--	78.4	70.6
Fined Solids (%) / Volatile Solids (%)	--	--	--	--	72.28	--	--	--	84.61/15.4	--	--	91.4/8.61	--	--	90/9.98	79.5/20.5
Moisture (%)	--	--	--	--	64.9	--	--	--	29.8	--	--	24.4	32.6	33.1	20.3	36.6
Arsenic (mg/kg)	6.7	17.5	17.1	14.4	<2.3	10.5	17.5	9.91	<1.2	2.6	1.4	<1.3	4	11	<1.1	<1.5
Barium (mg/kg)	36.4	39.0	34.2	35.4	82	49.5	78.1	44.6	39	35.9	1,480	580	13	17	18	28
Cadmium (mg/kg)	--	3.06	2.55	2.36	<0.9	--	0.85	0.82	0.9	--	<0.6	1.4	<0.5	<0.5	<0.4	<0.5
Chromium (mg/kg)	20,100	26,349	35,221	24,081	37,000	328	24,047	12,560	9,000	10,700	5,090	8,900	2,150	3,550	3,200	10,000
Lead (mg/kg)	43.5	49.7	41.3	41.7	38	8.0	21.7	57.1	33	16.9	180	90	6.3	17	14	38
Mercury (mg/kg)	--	--	--	--	<0.26	0.46	--	--	1.6	0.03	0.55	0.8	<0.1	<0.1	<0.21	<0.26
Selenium (mg/kg)	<1	<8.56	<7.07	<7.08	<11	--	<3.13	<3.11	<6	--	--	<6	<0.5	<0.5	<6	<7
Silver (mg/kg)	1.8	<13.11	<10.9	<10.9	<1.6	--	<4.82	<4.80	<0.9	<1	--	<0.9	<2	<2	<0.8	<1
Phenol (mg/kg)	9	0.73	1.07	1.09	8.9	67.0	<0.33	0.35	<1.3	6.5	<5.5	<1.2	26	30	2.7	<1.4
1,2-Dichlorobenzene (mg/kg)	<1.2	<0.33	<0.33	<0.33	<2.5	--	<0.33	<0.33	<1.3	0.44	--	<1.2	0.17	0.46	<1.2	<1.4
1,3-Dichlorobenzene (mg/kg)	0.82	<0.33	<0.33	<0.33	<2.5	--	0.80	1.45	1.4	2.8	0.032	<1.2	0.6	2.8	<1.2	<1.4
4-Methylphenol (mg/kg)	630	2.3	13.6	11.6	620	12	0.61	0.48	<1.3	83	7.4	<1.2	<2.5	<2.5	53	3
Naphthalene (mg/kg)	--	<0.33	<0.33	<0.33	<2.5	75	1.13	2.11	4.5	<1.5	--	2	<2.5	<2.5	0.5	0.57
2-Methylnaphthalene (mg/kg)	<16	--	--	--	--	1.7	--	--	--	1.8	--	--	<2.5	<2.5	--	--
2,4,6-Trichlorophenol (mg/kg)	--	<0.33	<0.33	<0.33	<2.5	--	<0.33	<0.33	<1.3	--	--	<1.2	<2.5	<2.5	<1.2	<1.4
2,4,5-Trichlorophenol (mg/kg)	<16	<0.33	<0.33	<0.33	17	3.6	0.66	1.86	9.1	<37	0.82	<1.2	<2.5	<2.5	<1.2	<1.4
Pentachlorophenol (mg/kg)	14	<1.66	<1.66	<1.66	36	61	1.03	1.60	53	1.6	0.75	<1.2	<2.5	<2.5	<1.2	<1.4
Total SVOCs	653.8	3.0	14.7	12.7	681.9	220.3	4.2	7.9	68.0	96.1	9.0	2.0	26.8	33.3	56.2	3.6

Notes:
 1) g/cm3 = grams per cubic centimeter; mg/kg = milligram per kilogram; SVOCs = semi-volatile organic compounds; <XXX> = constituent not detected above the actual laboratory reporting limit; Tetra Tech = Tetra Tech NUS; Shaw = Shaw Environmental, Inc.
 2) Tetra Tech collected and analyzed additional samples from each Mohawk sludge area. Only data from one representative Tetra Tech sample from each area was included in this summary table.
 3) Solids content (percent solids) determined by drying the sample at 105 degrees C. Volatile solids determined by heating sample to 550C, which burns off chemical and biological organics; the resulting fixed solids represent inorganic mineral soil.

Removal Goals (RGs) to permit anticipated Site use were established for contaminants of concern (COCs) at the Mohawk Tannery Site using risk-based values calculated from exposure scenarios identified in the streamlined human health risk evaluations; Site-specific risk-based standards developed for dioxins and vanadium; and the NHDES Soil Remediation Standards (SRS) concentrations, for contaminants where the State standard is more protective than federal risk-based standards. For all COCs except dioxin and vanadium, the RG was selected from either the risk-based concentration corresponding to a cancer risk level of 1.0 x 10⁻⁶, or to a hazard index of 1.0, unless this risk-based value was higher than the NHDES SRS standards, in which case the SRS concentration was selected as the RG. For dioxin and vanadium, the RG was selected using Site-specific standards based on non-cancer risk. The RG for each contaminant has been used as the cleanup level for the NTCRA. Since the Landfill waste consists of the same COCs as the Mohawk wastes, these RGs will be applied to the Fimbel Landfill waste as cleanup levels.

The contaminants in Fimbel Landfill may pose a threat to future residents and the general public in this neighborhood. The Fimbel Landfill is currently not fenced, and several reconnaissance visits have witnessed squatters living on or near the landfill. The current cap was constructed in 1997, however there has not been any routine maintenance since that time. The grass cover and surface water drainage features require ongoing maintenance, including removal of any 'woody' vegetation with roots that could compromise the landfill cover system. Based on recent visual reconnaissance, this maintenance has not been performed and as such, underbrush and small trees have established in the landfill cap which threatens the integrity of the landfill containment system and could pose a threat of release of the landfill contents.

Many residents and/or trespassers live in the nearby neighborhood and have been seen walking in this area. Multiple active campsites of squatters have also been witnessed in this area, and in particular, directly on the

landfill cap. These occasions may contribute to a damage to the landfill cap and therefore a threat of release of the landfill contents.

5. NPL status

Please refer to the previous Action Memorandum, dated September 30, 2019, for a detailed description of Mohawk Tannery NPL Status.

The Fimbel Property and City-owned ROW parcel are not on the NPL but are associated with the NPL-Proposed Mohawk Tannery Site.

B. Other Actions to Date

1. Previous actions

Please refer to the previous Action Memorandum dated September 30, 2019 for detailed description of previous actions.

2. Current actions

Please refer to the previous Action Memorandum dated September 30, 2019 for detailed description of current actions.

C. State and Local Authorities' Roles

1. State and local actions to date

Please refer to the previous Action Memorandum, dated September 30, 2019, for additional information regarding state and local actions to date.

2. Potential for continued State/local response

Both NHDES and the City of Nashua have limited funding available to mitigate the threat to human health and the environment with respect to the contamination caused by the Fimbel Landfill and the Mohawk Tannery Site.

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

Please refer to the previous Action Memorandum, dated September 30, 2019, for details regarding threats to public health or the environment, and statutory and regulatory authorities regarding the Mohawk Site contaminants.

As described below, the conditions at the Fimbel Landfill meet the general criteria for a removal action, as set forth in 40 C.F.R. §300.415(b)(1), in that "there is a threat to public health or welfare of the United States or the environment", and consideration of the factors set forth in 40 C.F.R. §300.415(b)(2) as described below.

Specifically, this Action Memorandum Addendum has determined that the factors below are applicable.

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)];

The same contaminants of concern at the Mohawk Tannery Site in the 2019 Action Memorandum Amendment are in the Fimbel Landfill, and these contaminants may pose a threat to future residents and the general public in this neighborhood. The Fimbel Landfill is currently not fenced, and several reconnaissance visits have witnessed squatters living on or near the landfill. The potential human exposure pathways include direct dermal contact exposure, incidental ingestion and inhalation of dust displaced by weather conditions. The current cap was constructed in 1997, however there has not been any routine maintenance since that time. The grass cover and surface water drainage features require ongoing maintenance, including removal of any ‘woody’ vegetation with roots that could compromise the landfill cover system. Based on recent visual reconnaissance, this maintenance has not been performed and as such, underbrush and small trees have established in the landfill cap which threatens the integrity of the landfill containment system. Vandalism resulting in potential risks have been witnessed on the landfill, where an 18” cover to an access pipe to the bottom of the Fimbel landfill (which permits removal of trapped water) was removed providing for the possibility for a child slipping down the pipe which poses a serious physical hazard. A plywood cover was placed on the pipe and screwed into the side walls of the pipe; however, this may not prevent future vandalism attempts.

Many residents and/or trespassers live in the nearby neighborhood and have been seen walking in this area. There also may be children recreating in this area, as witnessed by dirt bike paths and ramps on an adjacent parcel, and videos of children skateboarding at the adjacent facility foundation slabs (less than 200 feet away), and the fence separating these areas has been breached, providing additional evidence that trespassers are crossing these parcels. Lastly, multiple active campsites of squatters have been witnessed in this area, and in particular, directly on the landfill cap. All these scenarios present a risk of contaminant exposure.

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

The Fimbel Landfill contents contain the same contaminants as found on the Mohawk property. Heavy rainfall events could affect the integrity of the cap and cause contaminants to be released into the environment or migrate into planned residential areas if left as is, as it has not been maintained since its inception and shows signs of wear and tear.

Sensitive ecosystems including wetlands exist in the downgradient areas and could be impacted by any release from the Landfill.

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

No other response mechanisms exist to mitigate the risk to human health from exposure to the contamination in the Fimbel Landfill. State and local agencies have all assessed the Site and determined that they do not have the financial capacity to fund a clean-up of this scale. While the Fimbel Landfill is currently permitted under the state solid-waste program, NHDES has agreed to the repatriation of the Fimbel Landfill under CERCLA authority.

IV. ENDANGERMENT DETERMINATION

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

V. EXEMPTION FROM STATUTORY LIMITS

Under CERCLA § 104(c)(1)(C), continued response actions are otherwise appropriate and consistent with the remedial action to be taken. More specifically, an exemption from the \$2 million Action Memorandum ceiling is requested. An exemption from the 12-month statutory limitation for performance of this removal action was requested and approved in the Action Memorandum, dated September 30, 2019. Conditions at the Site continue to meet the criteria listed in CERCLA Section 104(c)(1)(A)(i), (v), (vii) for an exemption from the statutory limits of the 12 months and \$2 million expenditure.

A. Appropriateness

EPA OSWER directive 9360.0-12, "Guidance on Implementation of the Revised Statutory Limits on Removal actions", April 6, 1987, states that an action is appropriate if the activity is necessary for any one of the following reasons:

1. To avoid a foreseeable threat;
2. To prevent further migration of contaminants;
3. To use alternatives to land disposal, or;
4. To comply with the off-site policy.

The Proposed Action described in Section VI below meets criteria one and two identified above.

Since the waste in the Fimbel Landfill is of the same composition as the Mohawk Tannery wastes located on the Mohawk site, the Landfill wastes pose a foreseeable threat for future residents if left as-is, and the property is developed in accordance with the anticipated future residential use. The potential future risks identified at the Site exceed EPA's acceptable target cancer risk range and non-cancer hazard index value, and by association the Fimbel Landfill wastes do as well. Consolidation and containment of the Fimbel Landfill waste along with the Mohawk contaminated wastes will reduce the risk of these health effects to acceptable levels and avoid a foreseeable threat.

Currently there is unrestricted access to the Fimbel Landfill as evidenced by trespassers walking on the property and squatters living on and around the Landfill. Future redevelopment includes residential properties; therefore, residents would have unrestricted access to the Landfill in its current state. There is potential for children to be exposed to the landfill wastes in the future should the integrity of the cap continue to degrade as there is evidence of dirt bike ramps and paths and children skateboarding on foundation slabs less than 200 feet from the Fimbel Landfill. The 2019 Action Memorandum Amendment established Removal Goals (RGs) for the Contaminants of Concern (COCs) present in Mohawk waste on the Mohawk parcels and these RGs were developed using either 1) risk-based values calculated from exposure scenarios identified in the streamlined human health risk evaluations; 2) Site-specific risk-based standards developed for dioxins and vanadium; or 3) the NHDES Soil Remediation Standards (SRS) concentrations, for contaminants where the State standard is more protective than federal risk-based standards. For all COCs except dioxin and vanadium, the RG was selected from either the lower of the risk-based concentration corresponding to a cancer risk level of 1.0×10^{-6} , or to a hazard index of 1.0, unless this risk-based value was higher than the NHDES SRS standards, in which case the SRS concentration was selected as the RG. For dioxin and vanadium, the RG was selected using Site-specific standards based on non-cancer risk. Since the Landfill contents are Mohawk wastes and contain the same constituents as the Mohawk wastes on the Mohawk Tannery Site, it is appropriate to use the RGs set in the 2019 Action Memorandum as cleanup levels for the Fimbel Landfill wastes. Approximately 20,000 cubic yards of Mohawk Tannery waste exist within the Fimbel Landfill.

B. Consistency

The Mohawk Tannery Site remains proposed on the NPL. The earlier TCRAs and the addition of the Fimbel Landfill to the 2019 Action Memorandum for a NTCRA is likely to enhance the effectiveness of any further remedial action measures. The NHDES has been involved in all planning activities associated with this proposed action to ensure consistency with State regulations. At a minimum, the addition of the Fimbel Landfill wastes to the NTCRA will complete a significant portion, if not all, of the source control measures needed for the Site. This would allow the Site to be put back into productive use.

At a minimum, the proposed action will achieve the Removal Goals for the Contaminants of Concern. This proposed action, if combined with the 2019 NTCRA, will reduce human health exposure risks to acceptable levels for the anticipated reuse of the Site and will facilitate future residential development.

Continued response actions are required at the Fimbel Landfill to prevent, limit, or mitigate the substantial contact threat posed to the public by the presence of unrestricted access to Mohawk waste at above the RGs. Response actions include but are not limited to excavation of the landfill materials, disposal of waste in the planned containment unit outlined in the 2019 Action Memorandum Amendment, and property restoration. Consolidation of all Mohawk wastes in a newly constructed containment unit with an impermeable cap (using the most currently advanced materials and technology) and vertical barrier such that it will be in compliance with EPA Applicable and Relevant or Appropriate requirements and will have enforceable institutional controls to protect the integrity of the containment unit is consistent with CERCLA, the NCP, and the overall NTCRA planned for the Mohawk Tannery Site.

VI. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

The proposed actions have not been significantly altered, but the scope of work has increased. Please refer to the previous Action Memorandum, dated September 30, 2019 and the Technical Memorandum, dated April 2, 2020, for details regarding the proposed actions description. This Action Memorandum Addendum formalizes the proposed actions in the Technical Memorandum and are being incorporated into the NTCRA outlined in the 2019 Action Memorandum.

The response actions described in this Action Memorandum Addendum directly address the actual or potential release of hazardous substances, which may pose an imminent and substantial endangerment to public health, welfare, or the environment.

In total, two additional properties will be impacted by the proposed action in this Action Memorandum Addendum in addition to the actions being performed on the Mohawk Tannery Site: Fimbel Landfill and the City of Nashua Right of Way (ROW). The Fimbel Landfill property is located to the south of the Broad Street Parkway and is landlocked between the Mohawk Tannery and City of Nashua ROW, and the ROW property abuts the recently completed Broad Street Parkway, opposite Fox Street to the north (see Figure above in Section II.A.3)

Fimbel Landfill

During historic operations, Mohawk Tannery sludge was placed on an approximately 0.6-acre (26,000 square feet), 20-mil thick polyvinyl chloride (PVC) liner to form a waste pile approximately 20 to 25 feet high on the adjacent Fimbel Landfill property. A landfill closure plan for the Fimbel Landfill was approved by the NHDES in 1996. The closure plan included a soil and polyethylene membrane cover system, a leachate monitoring and collection system, a landfill gas collection and venting system, and perimeter fencing. Landfill closure was completed under NH State requirements in 1997. The fencing is no longer

present or has been breached, and the Landfill has not been routinely and sufficiently maintained since the cover system was placed in 1997, and as such, trees and shrubbery are growing on the landfill, which is affecting the integrity of the cap. Squatters have also been repeatedly witnessed living on the landfill with tents, campfires, and other paraphernalia.

The proposed action consists of excavating the landfill materials and its contents and disposing of the contents in the newly constructed containment unit on the Mohawk Tannery Site where two sludge lagoons currently exist. Approximately 20,000 cubic yards of Mohawk waste in Fimbel Landfill will be placed within the containment unit. The disposition of the Landfill materials (cap, liner, leachate collection system) will be determined during design. The containment unit construction is outlined in the 2019 Action Memorandum. A retaining wall will be constructed on top of the secant wall (vertical barrier) structure that will contain additional Fimbel Landfill and Mohawk Site wastes from other areas of the site that extends above the secant wall structure. This material will be encapsulated with an impermeable cap that will be keyed into the secant wall structure. Specifications for the retaining wall and cap components will be determined during design.

City of Nashua ROW

Asbestos-impacted soil was identified in soil on the former Fimbel Door Factory property in 1986. During development of the Broad Street Parkway in 2013, the property, classified as a NHDES ADS (#271; NHDES #200410151), received consolidated asbestos material from three properties (the former Fimbel Door Factory, 44 Broad Street, and the western side of Baldwin Street near the south of the railroad) and this material was placed into ADS containment cells owned and maintained by the City of Nashua (NHDES #199007010). In order to perform the proposed action, an access road will need to be built through the City of Nashua ROW, as the Fimbel property where the Fimbel Landfill is located is landlocked between the City ROW and the Mohawk Tannery property.

The Removal Goals for excavation of the Landfill are the same as those in the 2019 Action Memorandum, as the wastes in the Landfill are Mohawk Tannery wastes and consist of the same COCs developed for the site. Table 2 shows all the COCs and their respective RGs.

Table 2 - Removal Goals (RGs) for Unrestricted Use

Contaminant of Concern	Removal Goal (mg/kg)	Basis ^{a,b,c,d}
Benzo(a)pyrene	0.7	SRS ^a
Pentachlorophenol	3.0	SRS ^a
4-Methylphenol(p-cresol)	0.7	SRS ^a
Dioxin - TCDD (toxicity equivalency)	5.11E-05	non-cancer risk ^b
Antimony	9.0	SRS ^a
Arsenic	11.0 ^c	SRS ^a
Barium	1,000.0	SRS ^a
Cadmium	33.0	SRS ^a
Chromium total	1,000.0	SRS ^a
Lead	200.0	EPA IEUBK model ^d
Manganese	1,000.0	SRS ^c
Vanadium	393.0*	non-cancer risk*

Notes: ^a SRS = Soil Remediation Standards. SRSs derived from NH Code of Administrative Rules Chapter Env-Or-606.19, Table 600-2 Soil Remediation Standards as-of 2017. ^b Site-specific RG for Dioxin, and Vanadium based a Hazard Quotient = 1, (mg/kg). ^c Arsenic RG may be modified to be set a Site-specific background, if determined during pre-design soil studies that arsenic is attributable to background and Site-specific background levels are higher than the current RG of 11 mg/kg. ^d Current EPA Region 1 approach for lead in soils is based on the Lead Technical Review Workgroup's current support for using a target Blood Lead Level (BLL) of 5 µg/dL and updated default parameters in the IEUBK and ALM. Using these updated parameters, the model results in screening levels which round to 200 mg/kg for residential and 1000 mg/kg for commercial/industrial land uses. A target BLL of 5 µg/dL reflects current scientific literature on lead toxicology and epidemiology that provides evidence that the adverse health effects of lead exposure do not have a threshold.

Removal of the Fimbel Landfill to meet the RGs will result in acceptable cancer or non-cancer risks for unrestricted use of this area. As there is Asbestos that will need to be removed to construct the access road through the City ROW or to excavate the Fimbel Landfill, the potential risks from Asbestos will be addressed through following EPA guidance on addressing asbestos at CERCLA Sites by consolidating all asbestos wastes that may pose a risk of future air-born exposure into the asbestos disposal cell to be located adjacent to the containment unit. The asbestos cell will meet requirements under the Clean Air Act (CAA), National Emission Standards for Hazardous Air Pollutants (NESHAPS), Standards for Inactive waste disposal sites for asbestos mills and manufacturing and fabricating operations, 40 C.F.R. § 61.151 and include dust suppression standards and cover standards.

2. Community relations

A community involvement coordinator (CIC) has been assigned to the Site and will assist the OSC with public relations. EPA will continue to work closely with town and state officials as the project progresses. The 2019 Action Memo was signed after a public comment period on the Engineering Evaluation/Cost Analysis (EE/CA) and the proposed cleanup. See the Responsiveness Summary accompanying that Action Memo for a summary of comments received and EPA's responses.

3. Contribution to remedial performance

The actions proposed in this Action Memorandum Addendum are designed to mitigate the potential threats to human health and the environment posed by the Landfill. These actions have been closely coordinated with other regional EPA programs and will be consistent with any future responses.

4. Applicable or relevant and appropriate requirements (ARARs)

Please refer to the previous Action Memorandum, dated September 30, 2019, for a detailed history and description of the ARARs that will apply to the excavation and consolidation of Fimbel Landfill wastes.

Pursuant to 40 C.F.R. 300.415(j), removal actions shall, to the extent practicable considering the exigencies of the situation, attain ARARs. The State of New Hampshire was consulted concerning state-specific ARARs and additional ARARs may be considered if determined relevant through the removal process.

5. Project schedule

The entire duration of the 2019 NTCRA is expected to take approximately 18 months (See the 2019 Action Memorandum Amendment for project schedule breakdown). It is expected that excavation and consolidation of the Fimbel Landfill material will have a negligible effect on the project schedule.

B. Estimated Costs

The estimated total costs from the 2018 EE/CA enumerated in the 2019 NTCRA are approximately \$14.5 million. The additional costs for the Fimbel Landfill removal outlined in this Action Memorandum Addendum do not increase the project ceiling.

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

A delay or lack of action will increase the risks to human health and the environment by allowing for: (1) the potential direct contact, ingestion, and adsorption of landfill wastes by future residents who might be exposed to wastes.

VIII. OUTSTANDING POLICY ISSUES

None.

IX. ENFORCEMENT ... For Internal Distribution Only

Please refer to the previous Action Memorandum, dated September 30, 2019, for details regarding the Confidential Enforcement Strategy.

X. RECOMMENDATION

This decision document represents the selected removal action for the Fimbel Landfill 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 this Action Memorandum Addendum. The Landfill is located in Nashua, NH and is directly adjacent to the Mohawk Tannery Site.

I recommend your approval of this Action Memorandum Addendum.

**BRYAN
OLSON**

Digitally signed by BRYAN
OLSON
Date: 2020.12.21 16:52:17
-05'00'

APPROVAL: _____

Bryan Olson, Director
Superfund Emergency Management Division

DATE: _____

DISAPPROVAL: _____

Bryan Olson, Director
Superfund Emergency Management Division

DATE: _____

APPENDIX B

STATEMENT OF WORK

MOHAWK TANNERY SITE REMOVAL ACTION

City of Nashua, New Hampshire, Hillsborough County

EPA Region 1

September 2020

**Pursuant to the
Bonafide Prospective Purchaser Administrative Settlement Agreement for Removal Action
CERCLA Docket No. 01-2020-0063**

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	COMMUNITY INVOLVEMENT	3
3.	REMOVAL DESIGN	4
4.	REMOVAL ACTION.....	6
5.	REPORTING	8
6.	DELIVERABLES.....	9
7.	SCHEDULES	16
8.	STATE PARTICIPATION.....	17
9.	REFERENCES	17

1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work.

1.2 Structure of the SOW.

- Section 2 (Community Involvement) sets forth EPA's and Purchaser's responsibilities for community involvement.
- Section 3 (Removal Design) sets forth the process for developing the RA Design, which includes the submission of specified primary deliverables.
- Section 4 (Removal Action) sets forth requirements regarding the completion of the RA, including primary deliverables related to completion of the RA.
- Section 5 (Reporting) sets forth Purchaser's reporting obligations.
- Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding Purchaser's submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables.
- Section 7 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RA.
- Section 8 (State Participation) addresses State participation.
- Section 9 (References) provides a list of references, including URLs.

The Scope of the RA includes the actions described in Section VI of the Action Memorandum for the Site dated September 30, 2019. It is summarized below.

1.3 The Purchaser shall excavate, consolidate, and encapsulate all the sludge and contaminated soils at the Site into a containment structure to be built around the former Lagoon Areas 1 & 2. The Purchaser shall excavate all the tannery waste and contaminated soils wherever they exceed the EPA Removal Goals (RGs) shown on Table 1 of the September 30, 2019 Action Memo, from the following Site areas:

- former disposal Areas 3 through 7
- former main/control buildings sumps & pits
- former chrome fill-up area

- former waste water conveyance area
- former boiler house area
- main building sub-slab soil
- the two adjacent properties (Fimbel Door Property and the City-owned ROW Property).

In addition, pursuant to the Technical Memorandum dated April 2, 2020, added as an attachment to the Action Memorandum, the Purchaser will be removing and consolidating contaminated material from two other properties.¹ All these areas will be subsequently replenished with clean, excavated fill relocated from other areas of the Site and graded and compacted following placement.

The removal action calls for removal of approximately 56,000 cubic yards of contaminated sludge, soils, and/or ACM from the following Properties: Mohawk Tannery, Fimbel Door, and City Right-of-Way (ROW). These materials will be consolidated and encapsulated with an impermeable cap in the area of the Mohawk Tannery Site where approximately 68,150 cubic yards of contaminated sludge and overlying soil is present.

The containment structure will be built with a vertical barrier that will surround the former tannery lagoons (Area 1 and Area 2) and will be keyed into the deep till or founded upon bedrock and will rise to the ground surface level. A retaining wall will be built from the ground surface where the containment structure terminates to vertically contain the contaminated material (principally, tannery waste and tannery impacted soil) that will be transferred from other areas of the Site and the adjoining two properties. An asbestos-impacted material consolidation cell will be located east of the containment vertical wall and retaining wall structure. Lastly, the entire containment structure will be covered by an impermeable cap and the asbestos consolidation cell will be covered with a marker barrier and two feet of clean fill.

The vertical containment structure and cap will be designed to withstand a 500-year flood event. Mitigation structures (*e.g.* drainage swales, detention areas etc.)

¹ North of the Site lies the Fimbel Door Property which contains a landfill that holds sludge waste from the former Mohawk Tannery and areas of soil contaminated with Asbestos Containing Material (ACM). Further north from the Fimbel Door Property, lies a City-owned ROW Property with properly capped ACM that was removed during the construction of the Broad Street Parkway.

will be built on Site to compensate for the flood storage loss that may result from a 100-year flood event.

Post-Removal Site Controls will be put in place to protect the integrity of the encapsulated area, prevent use of groundwater, and maintain overall protectiveness.

The voids will be backfilled with suitable clean material and restored as appropriate. Purchaser shall perform soil sampling post-excavation of contaminated material to confirm that the RGs have been achieved on--Property. A Confirmation Sampling Plan (as indicated in Section 6.7, Deliverables) will describe requirements for determining whether RGs have been achieved on the Property.

In the absence of conducting investigations to determine the nature and extent of arsenic on Property, the Purchaser shall perform a post-removal evaluation of arsenic in soils that demonstrates that while some areas may have arsenic concentrations above the RG (11 mg/kg), the Property-wide residual exposure point concentration for residential use is below the RG.

The volumes of tannery contaminated material mentioned above assume that arsenic is attributable to natural conditions, and that the 95% Upper Confidence Limit of arsenic Site-wide is below the arsenic RG. These volumetric estimates may increase if it is determined that arsenic is not attributable to background.

Various plans and activities shall be conducted, in accordance with the applicable deliverables in Section 6.7 and referenced therein, prior to and during excavation of soils, sludges, and ACM, construction of the containment unit and transfer of the contaminated material into the containment unit, and final placement of the impermeable cap and restoration activities necessary to complete the project.

- 1.4** The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Settlement, have the meanings assigned to them in CERCLA, in such regulations, or in the Settlement, except that the term “Paragraph” or “¶” means a paragraph of the SOW, and the term “Section” means a section of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

- (a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. EPA shall develop a Community Involvement Plan (CIP) that will describe further public involvement activities during the Work. An existing 2002 Community Relations Plan will be updated with current information and

will be edited into a CIP.

- (b) If requested by EPA, Purchaser shall participate in community involvement activities, including participation in: (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site. Purchaser's support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to interested stakeholders. All community involvement activities conducted by the Purchaser at EPA's request are subject to EPA's oversight.

Purchaser's CI Coordinator. If requested by EPA, Purchaser shall, within 15 days, designate and notify EPA of Purchaser's Community Involvement Coordinator (Purchaser's CI Coordinator). Purchaser may hire a contractor for this purpose. Purchaser's notice must include the name, title, and qualifications of the Purchaser's CI Coordinator. Purchaser's CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

3. REMOVAL DESIGN

- 3.1 Purchaser shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA.
- 3.2 **Removal Design Work Plan (RDWP).** Purchaser shall submit the RWP for EPA's comment. The RDWP must include:
 - (a) Plans for implementing all Removal Design (RD) activities identified in this SOW, in the RD Work Plan (RDWP), or required by EPA to be conducted to develop the RD which shall include a description of the proposed general approach to contracting, construction, and monitoring of the Removal Action (RA) as necessary to implement the Work;
 - (b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction;
 - (c) Descriptions of any applicable and substantive permitting requirements and other regulatory requirements;
 - (d) Description of plans for obtaining access to perform the Work, such as property acquisition, property leases, and/or easements if not already available;

- (e) The following supporting deliverables described in ¶ 6.7: Health and Safety Plan; Emergency Response Plan, Quality Assurance Project Plan; and Field Sampling Plan;
- (f) Estimate of Total Cost for the Removal Action (including but not limited to: Capital Cost, Operation and Maintenance, etc.);
- (f) Site Management & Security Plan;
- (g) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
- (h) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA;
- (i) Survey and engineering drawings showing existing Site features, such as physical elements, property borders, easements, and Site conditions;
- (j) A specification for photographic documentation of the RA; and
- (k) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's Principles for Greener Cleanups (Aug. 2009).

3.3 **Final (100%) Removal Design (RD).** Purchaser shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA's comments on the Draft RD and must include final versions of all Draft RD deliverables. In addition, the Final (100%) RD will include:

- (a) An updated RA Construction Schedule, including any proposed revisions to the RA Schedule that is set forth in ¶ 7.2 (RA Schedule);
- (b) An updated Health and Safety Plan that covers activities during the RA;
- (c) Plans for satisfying substantive requirements of permits for on-site activity;
- (d) A Post-Removal Site Controls Implementation and Assurance Plan ("PRSCIAP"). The PRSCIAP describes plans to implement, maintain, and enforce the institutional controls at the Site. Purchaser shall develop the PRSCIAP in accordance with Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER

9355.0-89, EPA/540/R-09/001 (Dec. 2012), and Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). The PRSCIAP must include the following additional requirements:

- Locations of recorded real property interests (e.g., easements, liens) and resource interests in the Property that may affect ICs (e.g., surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests;
 - Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) survey guidelines and certified by a licensed surveyor.
- (e) Critical Design Criteria information, as determined by EPA;
- (f) All supporting deliverables listed in Section 6.7 not already provided in the RDWP;
- (g) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's Master Format 2012; and
- (h) A verification (i.e. confirmatory) sampling plan to ensure that the RGs has been achieved.

4. REMOVAL ACTION

4.1 RA Plan. Purchaser shall submit a RA Plan (RAP) for EPA approval that includes:

- (a) A proposed RA Construction Schedule using the critical path method and/or Gantt chart(s);
- (b) An updated health and safety plan that covers activities during the RA; and
- (c) Plans for satisfying permitting requirements, including obtaining permits for off-site activity and for satisfying substantive requirements of permits for on-site activity.

4.2 Meetings and Inspections

- (a) **Preconstruction Conference.** Purchaser shall hold a preconstruction conference with EPA and others as directed or approved by the OSC. Purchaser shall prepare minutes of the conference and shall distribute the minutes to all Parties.

- (b) **Periodic Meetings.** During the construction portion of the RA (RA Construction), the Purchaser shall meet regularly with EPA, and others as directed or determined by EPA, to discuss construction issues. Purchaser shall distribute an agenda and list of attendees to all Parties prior to each meeting. Purchaser shall prepare minutes of the meetings and shall distribute the minutes to all Parties.
- (c) **Inspections**
 - (1) EPA and/or its representative shall conduct periodic inspections of the Work. At EPA's request, the Purchaser or other designee shall accompany EPA or its representative during inspections.
 - (2) Purchaser shall provide on-site office space for EPA or its representative to perform their oversight duties. The minimum office requirements are an office desk with chair sufficient to conduct normal business, which can be located in the same trailer as the construction crew and sanitation facilities.
 - (3) Upon notification by EPA of any deficiencies in the RA Construction, Purchaser shall take all necessary steps to correct the deficiencies and/or bring the RA Construction into compliance with the approved Final RD, any approved design changes, and/or the approved RAP. If applicable, Purchaser shall comply with any schedule provided by EPA in its notice of deficiency.

4.2 Certification of RA Completion

In accordance with Paragraph 32 of the settlement, RA completion inspections and reports will be done for up to 6 phases of completion. A Final RA Report will follow the last phased inspection/report stating that all Work has been completed at the Property.

- (a) **RA Completion Inspection.** The RA is "Complete" when it has been fully performed and the Removal Action Objectives (RAOs) and RGs specified in the September 30, 2019 Action Memo have been achieved for all areas on the Property. Purchaser shall schedule an inspection for obtaining EPA's Certification of RA Completion. The inspection must be attended by Purchaser and EPA and/or their representatives.
- (b) **RA Report.** Following the inspection, the Purchaser shall submit a RA Report to EPA requesting EPA's Certification of RA Completion. The report must:

- (1) include certifications by a New Hampshire registered professional engineer and by Purchaser's Project Coordinator that the CRA is complete;
 - (2) include as-built drawings signed and stamped by a New Hampshire registered professional engineer;
 - (3) be prepared in accordance with Chapter 2 (Removal Action Completion) of EPA's Close Out Procedures for NPL Sites guidance (May 2011);
 - (4) contain monitoring data to demonstrate that RAOs have been achieved; and
 - (5) be certified in accordance with ¶ 6.5 (Certification).
- (c) If EPA concludes that the RA is not Complete, EPA shall so notify the Purchaser. EPA's notice must include a description of any deficiencies and recommended remedies. EPA's notice may include a schedule for addressing such deficiencies or may require Purchaser to submit a schedule for EPA approval. Purchaser shall perform all activities described in the notice in accordance with the schedule.
 - (d) If EPA concludes, based on the initial or any subsequent RA Report requesting Certification of RA Completion, that the RA is Complete, EPA shall so certify to Purchaser. This certification will constitute the Certification of RA Completion for purposes of the Settlement Agreement, including Section XX of the Settlement (Covenants by Purchaser). Certification of RA Completion will not affect Purchaser's remaining obligations under the Settlement.

5. REPORTING

5.1 Progress Reports. Commencing with the month following the Effective Date of the Settlement and other agreements, and until EPA notice of completion of work, Purchaser shall submit progress reports to EPA monthly, or as otherwise requested by EPA. The reports must cover all activities that took place during the prior reporting period, including:

- (a) The actions that have been taken toward achieving compliance with the Settlement and other agreements;
- (b) A summary of all results of sampling, tests, and all other data received or

generated by Purchaser;

- (c) A description of all deliverables that Purchaser submitted to EPA;
- (d) A description of all activities relating to RA Construction that are scheduled for the next month;
- (e) An updated RA Construction Schedule, together with information regarding percentage of completion, delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A description of any modifications to the work plans or other schedules that Purchaser has proposed or that have been approved by EPA; and
- (g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) to be developed by EPA prior to the effective date of the Settlement and other agreements, during the reporting period and those to be undertaken in the next month.

5.2 Notice of Progress Report Schedule Changes. If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 5.1(d), changes, Purchaser shall notify EPA of such change at least 7 days before performance of the activity.

6. DELIVERABLES

6.1 Applicability. Purchaser shall submit deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. Paragraphs 6.2 (In Writing) through 6.4 (Technical Specifications) apply to all deliverables. Paragraph 6.5 (Certification) applies to any deliverable that is required to be certified. Paragraph 6.6 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.

6.2 In Writing. As provided in [¶ 30] of the Settlement, all deliverables under this SOW must be in writing unless otherwise specified.

6.3 General Requirements for Deliverables. All deliverables must be submitted by the deadlines in the RD Schedule or RA Schedule, as applicable. Purchaser shall submit all deliverables to EPA in electronic form and paper form if requested by EPA. Technical specifications for sampling and monitoring data and spatial data are addressed in ¶ 6.4. All other deliverables shall be submitted to EPA in the electronic form specified by the EPA Project Coordinator. If any deliverable includes maps, drawings, or other exhibits

that are larger than 8.5” by 11,” Purchaser shall also provide EPA with paper copies of such exhibits.

6.4 Technical Specifications

- (a) Sampling and monitoring data should be submitted in Scribe, or similar format compatible with standard regional Electronic Data Deliverable (EDD) best practices (<https://semspub.epa.gov/work/HQ/100001798.pdf>). Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.
- (b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as un-projected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://edg.epa.gov/EME/>.
- (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <http://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Purchaser does not, and is not intended to, define the boundaries of the Site.

6.5 Certification. All deliverables that require compliance with this ¶ 6.5 must be signed by the Purchaser’s Project Coordinator, or other responsible official of Purchaser, and must contain the following statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than 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.

6.6 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under the Settlement or the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission with specific detail causing the disapproval and a reasonably proposed remedy; or (iv) any combination of the foregoing.
- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

(b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.6(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.6(a), Purchaser shall, within 15 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission with specific detail causing the disapproval and a reasonably proposed remedy, requiring Purchaser to correct the deficiencies; or (5) any combination of the foregoing.

(c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 6.6(a) (Initial Submissions) or ¶ 6.6(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the Settlement; and (2) Purchaser shall take any action required by such deliverable, or portion thereof.

6.7 **Supporting Deliverables.** Purchaser shall submit each of the following supporting deliverables for EPA approval (except for the Health and Safety Plan) or update existing EPA approved documents as needed to support the Work. Purchaser shall develop the deliverables in accordance with all applicable regulations, guidance, and policies (see Section 9 (References)). Purchaser shall update each of these supporting deliverables as necessary or appropriate during the Work, and/or as requested by EPA.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by the Work. Purchaser shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. EPA does not approve the HASP but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:
- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 1.1(a)(1) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of all necessary actions to ensure compliance with Section XIII (Emergency Response and Notification of Releases) of the Settlement in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all sample

collection activities. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. Purchaser shall develop the FSP in accordance with Guidance for Conducting Remedial Investigations and Feasibility Studies, EPA/540/G 89/004 (Oct. 1988).

- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and addresses sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of Purchaser's quality assurance, quality control, and chain of custody procedures for all design, compliance, and monitoring samples. Purchaser shall develop the QAPP in accordance with EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); Guidance for Quality Assurance Project Plans., QA/G-5, EPA/240/R 02/009 (Dec. 2002); and Uniform Federal Policy for Quality Assurance Project Plans, Parts 1 3, EPA/505/B-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:
- (1) To ensure that EPA, the State, and their authorized representative(s) have reasonable access to laboratories used by Purchaser in implementing the Settlement (Purchaser's Labs);
 - (2) To ensure that Purchaser's Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that Purchaser's Labs perform all analyses using EPA-accepted methods (*i.e.*, the methods documented in USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006); USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007); and USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010)) or other methods acceptable to EPA;
 - (4) To ensure that Purchaser's Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;
 - (5) For Purchaser to provide EPA with notice at least 14 days prior to any sample collection activity;
 - (6) For Purchaser to provide split samples and/or duplicate samples to EPA upon request;
 - (7) For EPA to take any additional samples that it deems necessary;

- (8) For EPA to provide to Purchaser, upon request, split samples and/or duplicate samples regarding EPA's oversight sampling; and
 - (9) For Purchaser to submit to EPA all sampling and tests results and other data regarding the implementation of the Settlement.
- (e) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance Plan (CQAP) is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. The purpose of the Construction Quality Control Plan (CQCP) is to describe the activities to verify that RA construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the PS required to be met to achieve Completion of the RA;
 - (3) Describe the activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;
 - (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (7) Describe procedures for documenting all CQA/QCP activities; and
 - (8) Describe procedures for retention of documents and for final storage of documents.
- (f) **Site Wide Monitoring Plan ("SWMP").** The SWMP describes the monitoring, engineering controls, and other actions to be employed, which will demonstrate that the persons at adjacent properties will not be exposed to contaminants present at the Site because of implementing required actions.

Air monitoring to address the off-site migration of airborne contaminants must be specifically addressed in the SWMP, the Health and Safety Plan, or in a separate, stand-alone plan.

“Monitoring” in this context means to collect and analyze soil, groundwater, and air samples to identify the concentration of contaminants in each medium. Monitoring data will provide the basis for determining if additional engineering controls or other actions are necessary to achieve the goal of protection of persons other than Site workers. On-site monitoring data used to assure worker protection in accordance with OSHA can be used to meet the requirement in the above paragraph but must be augmented where such information alone does not demonstrate that off-site exposures are not occurring.

Examples of “engineering controls” include but are not limited to covering soil stockpiles, wetting, limiting the area of excavation, capturing and treating air emissions, and providing a temporary structure over the excavation area. “Other actions” include but are not limited to, posting warning signs, posting a security guard, installing additional permanent or temporary fencing, or any combination of these.

The SWMP must include at a minimum:

- Description of the environmental media to be monitored;
 - Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - Description of verification sampling procedures;
 - Description of deliverables that will be generated about monitoring, including sampling schedules, laboratory records, monitoring reports, monthly and annual reports to EPA and State agencies; and
 - Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) if results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).
- (g) Included by reference herein are any deliverables and specifications required in the following two responses to the June 7, 2019 Scope of Work for Remedial Contractor Bid Solicitation and 80% Remedial Design, prepared by GeoInsight for Blaylock Holdings, LLC (which also include GeoInsight/Blaylock responses):
- SHA October 8, 2019 memo to L. Fauteux, Director of Public Works for the

City of Nashua, Technical Review of Scope of Work for Remedial Contractor Bid Solicitation and 80% Remedial Design Plans: Former Mohawk Tannery – USEPA NHD981889629, NHDES #198404002; Fimbel Door Sludge Landfill – NHDES #198404000; and City of Nashua Broad Street Parkway ADS Cell – NHDES #199007010; and

- October 16, 2019 KGSNE memo to G. Millan-Ramos and others, Technical review of the Scope of Work for Remedial Contractor Bid Solicitation and 80% Remedial Design Plans.

(h) Additional deliverables that are required include but are not limited to:

- Removal of Asbestos Disposal Cell(s) and Unconsolidated ACM Plan;
- Removal/Closure of Fimbel Landfill Waste;
- Redevelopment Design Plan(s)
- Air Monitoring Plan (see section 6.7(f)); and
- Confirmatory Sampling Plan to ensure compliance with RGs.

7. SCHEDULES

7.1 Applicability and Revisions. All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. Purchaser may submit proposed revised RD Schedules or RA Schedules for EPA approval. Upon EPA’s approval, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously-approved RD and/or RA Schedules.

7.2 RD Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	Draft RDWP	3.2	60 days after the Effective Date of the Settlement
2	Final 100% Design	3.3	90 days after EPA comments on Draft RDWP

RA Schedule

	Description of Deliverable / Task	¶ Ref.	Deadline
1	RAP	4.1	90 days after 100% design approval
2	Pre-Construction Conference	4.2(a)	10 days after Approval of Final RAP
3	RA Completion Inspection	4.2(a)	10 days after Completion of Work *
4	RA Completion Report	4.2(b)	30 days after RA Completion Inspection*
*	In accordance with paragraph 32 of the settlement, phased RA completion inspections and reports schedule TBD based on the potential for up to 6 phases of completion. A Final RA Report will follow (date TBD) the last phased inspection/report stating that all Work has been completed at the Property.		

8. STATE PARTICIPATION

- 8.1 Copies.** Purchaser shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Purchaser, send a copy of such document to the State.
- 8.2 Review and Comment.** The State will have a reasonable opportunity for review and comment prior to:
 - (a) Any EPA approval or disapproval under ¶ 6.6 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and
 - (b) Any approval or disapproval of the Certification of RA Completion under ¶ 4.2 (Certification of NTCRA Completion).

9. REFERENCES

- 9.1** The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 9.2:
 - (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0 14, EPA/540/P-87/001a (Aug. 1987).
 - (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).

- (c) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (d) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr.1990).
- (e) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (f) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3 03FS (Jan. 1992).
- (g) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7 03 (Feb. 1992).
- (h) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R 92/071A (Nov. 1992).
- (i) Conducting Non-Time Critical Removal Actions under CERCLA, EPA 540/F-93/057, OSWER 9360.0-32 (August 1993).
- (j) Conducting Non-Time-Critical Removal Actions Under CERCLA, EPA/540/F-94/009 PB93-963422, OSWER 9360.0-32FS (December 1993).
- (k) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (l) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).
- (m) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (n) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (o) Operation and Maintenance in the Superfund Program, OSWER 9200.1 37FS, EPA/540/F-01/004 (May 2001).
- (p) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540 R 01-007 (June 2001).

- (q) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R 02/009 (Dec. 2002).
- (r) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (s) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).
- (t) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (u) Superfund Community Involvement Handbook, SEMS 100000070 (January 2016) available at <http://www.epa.gov/superfund/community-involvement-tools-and-resources>.
- (v) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (w) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B 01/003 (Mar. 2001, reissued May 2006).
- (x) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B 01/002 (Mar. 2001, reissued May 2006).
- (y) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).
- (z) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).
- (aa) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at <http://www.epa.gov/geospatial/geospatial-policies-and-standards> and <http://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (bb) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (cc) Principles for Greener Cleanups (Aug. 2009), available at <http://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.

- (dd) [If Technical Assistance Plan provided for in SOW: Providing Communities with Opportunities for Independent Technical Assistance in Superfund Settlements, Interim (Sep. 2009).]
- (ee) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).
- (ff) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (gg) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).
- (hh) Construction Specifications Institute’s Master Format 2012, available from the Construction Specifications Institute, <http://www.csinet.org/masterformat>.
- (ii) Updated Superfund Response and BFPP AOC Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2 125 (Sep. 2012)
- (jj) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (kk) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (ll) EPA’s Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), http://www.epaosc.org/_HealthSafetyManual/manual-index.htm.
- (mm) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).

9.2 A more complete list may be found on the following EPA Web pages:

Laws, Policy, and Guidance: <http://www.epa.gov/superfund/superfund-policy-guidance-and-laws>

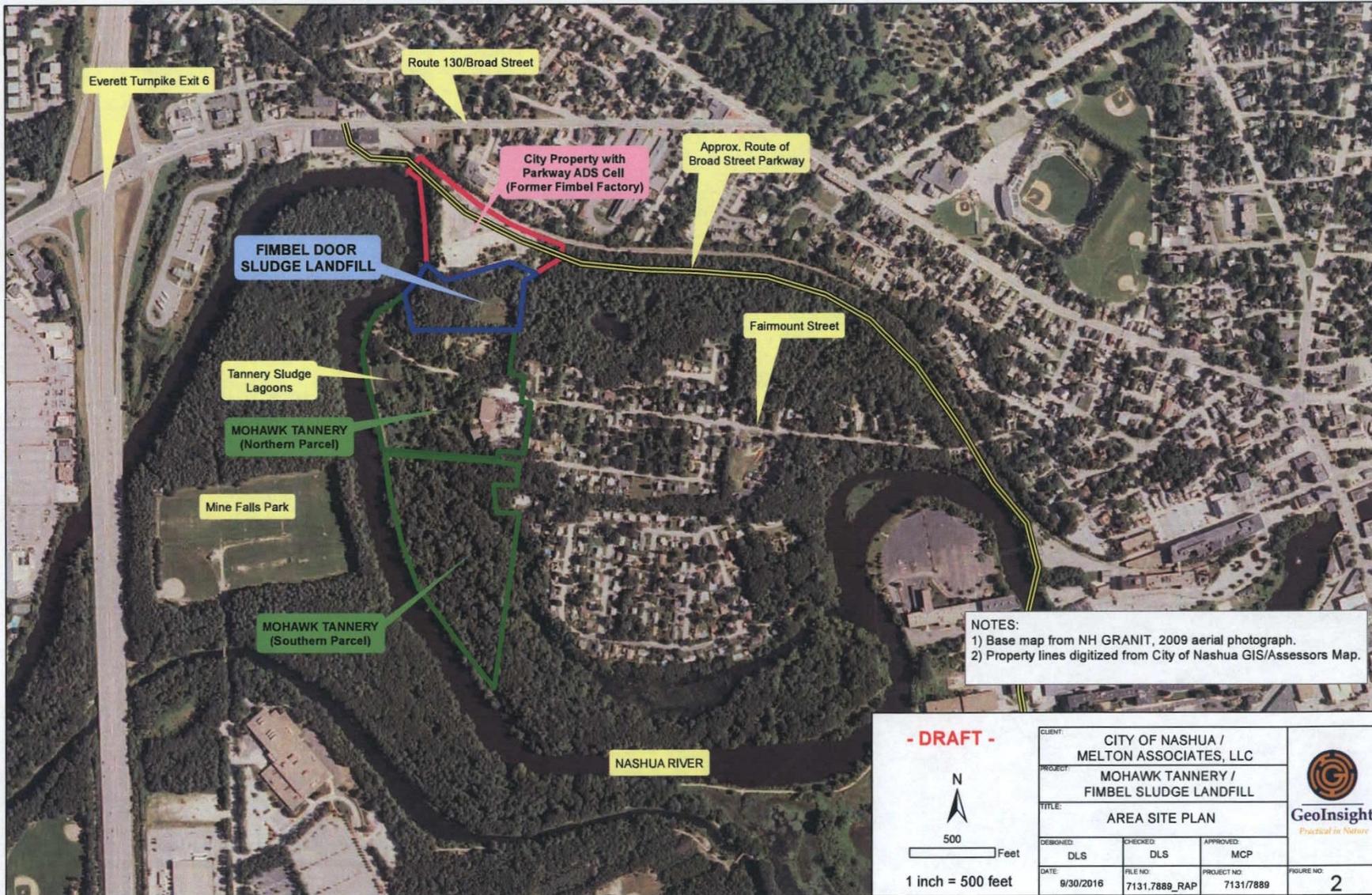
Test Methods Collections: <http://www.epa.gov/measurements/collection-methods>

9.3 For any regulation or guidance referenced in the Settlement Agreement or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Purchaser receives notification from EPA of the modification, amendment, or replacement.

APPENDIX C

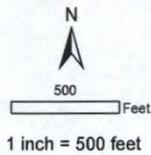
AREA SITE MAP

**MOHAWK TANNERY SITE
AND ASSOCIATED
PROPERTIES**



NOTES:
 1) Base map from NH GRANIT, 2009 aerial photograph.
 2) Property lines digitized from City of Nashua GIS/Assessors Map.

- DRAFT -



CLIENT:		CITY OF NASHUA / MELTON ASSOCIATES, LLC	
PROJECT:		MOHAWK TANNERY / FIMBEL SLUDGE LANDFILL	
TITLE:		AREA SITE PLAN	
DESIGNED:	CHECKED:	APPROVED:	
DLS	DLS	MCP	
DATE:	FILE NO.:	PROJECT NO.:	FIGURE NO.:
9/30/2016	7131.7889_RAP	7131/7889	2

APPENDIX D

Preauthorization Decision Document for Mohawk Tannery Administrative Settlement Agreement for Removal Action by Blaylock Holdings, LLC

I. STATEMENT OF AUTHORITY

Section 111 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9611, authorizes the reimbursement of response costs incurred in carrying out the National Oil and Hazardous Substances Pollution Contingency Plan, as amended (NCP), 40 C.F.R. Part 300. 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). 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). EPA Delegation 14-9 (July 24, 2002) (as updated on October 16, 2016) delegates to EPA's Regional Administrators the authority to receive, evaluate, and make determinations regarding claims asserted against the Fund. Such authority shall include determining the amount of any award, authorizing payment, and making all other determinations necessary to process such claims.

II. SITE BACKGROUND

Pursuant to the terms of the Administrative Settlement Agreement for Removal Action ("Settlement"), CERCLA Docket No. 01-2020-0063, with Blaylock Holdings LLC (the "Purchaser"), the Purchaser will take all actions necessary to implement the Action Memorandum and Statement of Work (SOW) under the Settlement at the Mohawk Tannery Site ("Site"), the Fimbel Door Property, and the City Right of Way (collectively, the "Property"). Pursuant to the terms of the Settlement, EPA has agreed to reimburse the Purchaser for expenses incurred in implementing the removal actions. As such, EPA has elected preauthorized mixed funding as the vehicle to provide this funding to the Purchaser. On September 3, 2020, the Purchaser submitted an Application for Preauthorization of a CERCLA Response Action ("Application") as required by Section 300.700(d) of the NCP and 40 C.F.R. § 307.22.

This Preauthorization Decision Document (PDD) approves the Purchaser's request for preauthorization, subject to the terms of this PDD, and performance of the Work, as defined in the Settlement.

III. FINDINGS

Preauthorization (i.e., EPA's prior approval for the Purchaser to submit a claim against the Superfund for reasonable and necessary response costs incurred as a result of carrying out the NCP) represents EPA's commitment to reimburse a claimant from the Superfund, subject to the

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 Purchaser's 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 300.415 of the NCP exists at the Site;
- (B) The Purchaser has agreed to implement the removal selected by EPA to address the threat posed by the release at the Site;
- (C) The Purchaser has demonstrated engineering expertise and knowledge of the NCP and attendant guidance;
- (D) The activities proposed by the Purchaser, when supplemented by the terms and conditions contained herein, are consistent with the NCP;
- (E) The Purchaser has demonstrated efforts to obtain the cooperation of the State of New Hampshire; and
- (F) Consistent with 40 C.F.R. § 307.23, the Application submitted by the Purchaser demonstrates a knowledge of relevant NCP provisions, 40 C.F.R. Part 307, and EPA guidance sufficient for the satisfactory conduct of the required response action at the Property.

The Purchaser is generally obligated to comply with all provisions and representations in the Application, 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 the implementation of the removal action, it is in EPA's discretion to determine which Application provisions are still valid and which provisions no longer apply. The Settlement, including the terms and conditions of this PDD, the Action Memorandum, and the SOW, shall govern the conduct of response activities at the Property. In the event of any ambiguity or inconsistency between the Application and this PDD with regard to claims against the Fund, this PDD and the Settlement shall govern. In the event of any ambiguity or inconsistency between the Settlement and the PDD, the Settlement shall govern.

IV. PREAUTHORIZATION DECISION

EPA preauthorizes the Purchaser to submit claim(s) against the Superfund for "necessary and actual expenditures" in implementing the actions under Section VII (Removal Action to be Performed) of the Settlement, in an amount not to exceed \$6,000,000, subject to Paragraph 37 of the Settlement (Deduction for Oversight Costs).

The Purchaser may submit claims pursuant to Section VI., Paragraph C of this PDD for reimbursement.

This preauthorization is subject to the Purchaser's compliance with the Settlement and the provisions of this PDD.

V. AUDIT PROCEDURES

The Purchaser shall develop and implement audit procedures which will ensure their 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). Those requirements shall include but not necessarily be limited to the following procedures:

A. The Purchaser will develop and implement procedures for procurement transactions which: (1) provide maximum open and free competition; (2) do not unduly restrict or eliminate competition; and (3) provide for the award of contracts to the lowest, responsive, responsible bidder. 40 C.F.R. § 307.21(e). The Purchaser and their contractor(s) 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 Purchaser can meet these requirements, including but not limited to the following:

1. For example, if the Purchaser awards a fixed price contract to a prime contractor, the Purchaser has satisfied the requirement of open and free competition with regard to any subcontracts awarded within the scope of the prime contract.
2. The Purchaser is not required to comply with the Federal procurement requirements found at 40 C.F.R. Part 33 or EPA's guidance entitled *Procurement Under Preauthorization/Mixed Funding, OSWER Directive 9225.1-01 (April 1989)*, in meeting these requirements. However, EPA does require that the Purchaser use these documents for general guidance in developing procurement procedures for small purchases, formal advertising, competitive negotiations and noncompetitive negotiations as each may be appropriate to the Removal Action at the Property.

B. The Purchaser 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 Purchaser 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 Purchaser. EPA shall provide written notice to the Purchaser of the reasons for any such disapproval.

C. The Purchaser may use a list or lists of prequalified persons, firms, or products to acquire goods and services. The Purchaser shall make each pre-qualification using evaluation methods and criteria which are consistent with such selection and evaluation criteria developed pursuant to Section V., Paragraph A., above, as are appropriate. Such list(s) must be current and include enough qualified sources to ensure maximum open and free competition. The Purchaser

shall not preclude potential offerers not on the prequalified list from qualifying during the solicitation period.

D. The Purchaser 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 Purchaser shall develop and implement a change order management policy and procedure generally in accordance with 40 CFR 307.21(h).

F. The Purchaser 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.

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 Effective Date of this PDD; and
2. Pursuant to Paragraph 36 of the Settlement (“Qualified Costs”), Qualified Costs may be reimbursed only if they are limited to necessary and actual direct costs expended consistent with the NCP for implementation of the removal actions required by Section VII (Removal Action to be Performed) of the Settlement and may include attorney’s fees only to the extent such fees are directly necessary for the implementation of the Work (e.g. attorneys’ fees for drawing necessary contract documents), and otherwise meet the requirements of 40 C.F.R. Park 307. Qualified Costs shall exclude, among other indirect costs as EPA shall identify, attorney fees or costs, costs relating to litigation, settlement, or responsible parties search activities, and other internal or transaction costs.

B. Claims will be reviewed by EPA’s On-Scene Coordinator, as designated in the Settlement, and EPA’s Office of Regional Counsel to determine compliance with the terms of

this PDD. EPA Region 1 will also review the claim for consistency with generally accepted accounting practices.

C. In submitting claims to the Superfund, the Purchaser 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.
4. Include the following statement signed by the Chief Financial Officer or Manager of Purchaser:

To the best of my knowledge, after thorough investigation and review of Purchaser's documentation of costs incurred and paid for Work performed pursuant to this Section VII (Removal Action to be Performed) of the Settlement, I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

D. Upon request by EPA, Purchaser shall submit to EPA any additional information that EPA deems reasonably necessary for its review and approval of a claim.

1. If EPA finds that a claim includes a mathematical error, costs excluded under Paragraph 36 (Qualified Costs) of the Settlement and Section VI. Paragraph A.2 of this PDD, costs that are inadequately documented, costs submitted in a prior claim, or a similar deficiency, it will notify Purchaser and provide Purchaser an opportunity to cure the deficiency by submitting a revised claim.
2. If Purchaser fails to cure the deficiency within thirty (30) days after being notified in writing of, and given the opportunity to cure, the deficiency, EPA will recalculate Purchaser's costs eligible for disbursement for that submission. Purchaser may dispute EPA's recalculation under this Paragraph pursuant to Section XV (Dispute Resolution) of the Settlement.

E. Timing of Claims.

1. Claims may be submitted against the Superfund by the Purchaser only while the Purchaser is in compliance with the terms of the Settlement.
2. Purchaser may submit claims quarterly for the removal work set forth in the Settlement.

F. In no event shall Purchaser receive a disbursement in excess of amounts for Qualified Costs incurred, completed, and paid for by the Purchaser and properly documented in a claim accepted or modified by EPA, or in excess of the total disbursement amount contained in Section VI herein.

G. Costs reimbursed to the Purchaser pursuant to the claim's procedures set forth herein shall be made payable to Blaylock Holdings LLC, its nominee or assigns.

VII. OTHER CONSIDERATIONS

A. This PDD is intended to benefit only the Purchaser 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 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 Purchaser. Disputes arising out of EPA's determination to withdraw its preauthorization shall be governed by Section XV (Dispute Resolution) of the Settlement. Criminal and other penalties may apply as specified in 40 C.F.R. § 307.15.

C. This preauthorization shall be effective as of the date of signature; provided, however, that no claim will be submitted to the Superfund prior to the Effective Date of the Settlement.

December 18, 2020
DATE

DANA STALCUP Digitally signed by DANA STALCUP
Date: 2020.12.18 09:08:55 -05'00'
Dana Stalcup, Acting Office Director, OSRTI
U.S. Environmental Protection Agency