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

URGENT LEGAL MATTER -- PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

MAR 2 0 2018

Westinghouse Electric Corp.
c/o Linda D. Kelley, Esq.
Viacom, Inc.
11 Stanwix Street
Pittsburgh, PA 15222

Re: Notice of Potential Liability and Invitation to Perform or Finance Remedial Design/Remedial Action (Special Notice) Pursuant to Section 122(e) of CERCLA at Operable Unit 4 (Southwest Properties) of the Wells G&H Superfund Site in Woburn, MA

Dear Ms. Kelley:

Under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA" or "Superfund"), EPA is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment (*i.e.*, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred). EPA has documented that such a release has occurred at Operable Unit 4 ("OU4") of the Wells G&H Superfund Site located in Woburn, Massachusetts ("Site"). Note that OU4 was previously a part of Operable Unit 2 (Central Area) of the Wells G&H Superfund Site.

EPA sent Westinghouse Electric Corp. an Information Request letter in December 2003, which sought information regarding potential liability at the Site. This letter serves to formally notify Viacom, Inc. ("Viacom"), as successor to Westinghouse Electric Corp., of the potential liability which it has or may have incurred with respect to OU4 of the Site. This letter also notifies Viacom of planned remedial activities at OU4 which Viacom is invited to perform or finance, and which Viacom may be ordered to perform at a later date.

A Remedial Investigation/Feasibility Study ("RI/FS") of Operable Unit 2 of the Site was undertaken by several of the Operable Unit 1 Settling Defendants and submitted to EPA in February 1994. The RI/FS included a separate RI Report for the Southwest Properties undertaken by the Beatrice Company and attached to the February 1994 Report as Appendix A.

The Beatrice Company supplemented this separate RI Report with an August 2003 RI report for the Southwest Properties which included the results of additional data collection and supported EPA's 2006 Baseline Human Health Risk Assessment ("HHRA") and Ecological Risk Assessment ("ERA"). Additional data were collected between 2010 and 2013 which EPA used in an updated baseline HHRA and ERA (March 2014) for the Southwest Properties. The Beatrice Company submitted an RI Report (November 2016) and FS Report for the Southwest Properties (December 2016). EPA prepared an FS Addendum – Technical Memorandum for the Southwest Properties (July 2017) supporting the Proposed Plan (July 2017). EPA selected a cleanup approach (also known as a remedial action and/or response action) for OU4 of the Site, which is described in a document called a Record of Decision ("ROD") issued by EPA on September 29, 2017.

Notice of Potential Liability

Under Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), and other laws, potentially responsible parties ("PRPs") may be obligated to undertake actions deemed necessary by EPA to protect the public health, welfare, or environment. PRPs may also be liable for all costs incurred by the government in responding to any release or threatened release at the Site. Such costs may include, but are not limited to, expenditures for investigation, planning, clean-up response and enforcement activities. In addition, PRPs may be required to pay damages for injury to, destruction of, or loss of natural resources, including the costs to assess such damages. PRPs under CERCLA include persons who are current or former owners and/or operators of a site, persons who arranged for disposal of hazardous substances at a site, or persons who accepted hazardous substances for transport to a site selected by such persons.

Based on information gathered during investigations of the Site, EPA believes that Viacom is a PRP under Section 107(a) of CERCLA with respect to OU4 of the Site. Specifically, EPA has reason to believe that Viacom has potential liability as an entity who arranged for disposal of hazardous substances at OU4 of the Site, in particular, the former Whitney Barrel property.

Special Notice and Negotiation Moratorium

EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), may facilitate a settlement between Viacom, other PRPs, and EPA for implementation of the response action. Under Section 122(e), this letter triggers a 60-day moratorium on certain EPA response activities at OU4 of the Site. During this 60-day moratorium, EPA will not begin response actions at OU4 of the Site. However, EPA reserves the right to take action at the Site at any time should a significant threat to human health or the environment arise.

During this 60-day period, Viacom and the other PRPs are invited to participate in formal negotiations with EPA in an effort to reach a settlement to conduct or finance the response action at OU4 of the Site. The 60-day negotiation period ends on May 20, 2018. The 60-day negotiation moratorium will be extended for an additional 60 days if PRPs provide EPA with a "good faith offer" to conduct or finance the response action and reimburse EPA for its costs incurred to date. If EPA determines that the proposal is not a "good faith offer," you will be

notified in writing of EPA's decision to end the moratorium. If the moratorium is extended for an additional 60 days, negotiations will conclude on July 20, 2018. If settlement is reached between EPA and the PRPs within the 120-day negotiation moratorium, the settlement will be embodied in a Consent Decree for Remedial Design/Remedial Action ("RD/RA"). When approved by EPA and the U.S. Department of Justice ("DOJ"), the Consent Decree will then be lodged in federal court.

If a "good faith offer" is not received within 60 days, or a timely settlement cannot be reached, EPA may take appropriate action at the Site, which may include either of the following options: (1) EPA may fund the remedial action and pursue a cost recovery claim under Section 107 of CERCLA; or (2) EPA may issue a Unilateral Administrative Order ("UAO") under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), requiring performance of the work described in the ROD. If the recipients of a UAO refuse to comply with the UAO, EPA may pursue civil litigation against the recipients to require compliance.

Good Faith Offer

A proposed Consent Decree is enclosed (see Enclosure B) to assist you in developing a "good faith offer."[1] As indicated, the 60-day negotiation moratorium triggered by this letter is extended for 60 days if the PRPs submit a "good faith offer" to EPA. A "good faith offer" to conduct or finance the remedial action is a written proposal that demonstrates the PRPs' qualifications and willingness to perform such work and includes the following elements:

- A statement of the PRPs' willingness and financial ability to implement the requirements of the ROD and proposed Consent Decree and that provides a sufficient basis for further negotiation;

- A demonstration of the PRPs' technical capability to carry out the remedial action, including identification of the firm(s) that may actually conduct the work or a description of the process that will be undertaken to select the firm(s);

- A response to the proposed Statement of Work ("SOW") (see Enclosure C).[2] If the PRPs' offer contemplates modifications to the SOW, please submit a redline/strikeout version showing the proposed modifications;

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[1] This draft Consent Decree is not currently binding on EPA and is subject to revision and approval by EPA and DOJ. It is based on the 2018 revisions to the 2014 model RD/RA Consent Decree, which is available at https://www.epa.gov/sites/production/files/2018-01/rdra-cd-010418.docx. Many provisions of the decree are standard language which reflect legal and procedural terms that have been found acceptable to both the United States and PRPs across the country. Use of the model provisions is designed to reduce the time and resources consumed during RD/RA settlement discussions.

[2] This draft Statement of Work is not currently binding on EPA and is subject to revision and approval by EPA and DOJ. It is based on the 2018 revisions to the 2014 model RD/RA Statement of Work, which is available at https://www.epa.gov/sites/production/files/2018-01/rdra-cd-sow-012518.docx. Many provisions of the Statement of Work are standard language which reflect legal and procedural terms that have been found acceptable to both the United States and PRPs across the country. Use of the model provisions is designed to reduce the time and resources consumed during RD/RA settlement discussions.

- A statement of the PRPs' willingness to reimburse EPA for costs EPA will incur in overseeing PRP implementation of the remedial action;

- A response to the proposed Consent Decree. If the PRPs' offer contemplates modifications to the Consent Decree, please submit a redline/strikeout version showing the proposed modifications;

- A list identifying each party on whose behalf the offer is being made, including name, address, and telephone number of each party; and

- The name, address, and phone number of the party who will represent you in negotiations.

Demand for Reimbursement of Costs

With this letter, EPA demands that Viacom reimburse EPA for its unrecovered costs, including interest thereon, that have been incurred and that are expected to be incurred by EPA in response to the environmental problems at the Site.

In accordance with Section 104 of CERCLA 42 U.S.C. § 9604, EPA has already taken certain response actions and incurred certain costs in response to conditions at OU4 of the Site. These response actions include: oversight of a PRP-lead remedial investigation and feasibility study; conducting a human health and environmental risk assessment, development of a proposed plan and the ROD outlining the cleanup plan, and other enforcement activities related to remedial action at OU4. EPA is seeking to recover from Viacom and other PRPs at the Site its unrecovered response costs and all the interest authorized to be recovered under Section 107(a) of CERCLA. To date, the approximate total unrecovered response costs identified through September 30, 2017 for OU4 of the Site are $604,232.61. Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from Viacom and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a). A summary of these costs is enclosed (see Enclosure D).

In the event the addressee of this notice intends or has already filed for dissolution or reorganization under bankruptcy laws, you are hereby requested to include EPA-Region 1, and the United States Department of Justice on any mailing or notice lists used in that proceeding. The United States reserves the right to file a proof of claim or application for reimbursement of administrative expenses in such a proceeding.

PRP Steering Committee

EPA encourages you to voluntarily negotiate a Consent Decree in which you and other PRPs agree to perform the RD/RA. To assist PRPs in negotiating with EPA concerning this matter, EPA is attaching to this letter a list of the names and addresses of other PRPs who are receiving a Special Notice Letter (see Enclosure A). This list represents EPA's current findings on the identities of PRPs. Inclusion on or exclusion from the list does not constitute a final determination by the Agency concerning the liability of any party for the hazard or

contamination at OU4 of the Site.

EPA has also enclosed a summary of the evidence linking each named PRP to OU4 of the Site and the source documents cited in these summaries (see Enclosure E and Enclosure F, respectively). This information may not constitute a complete survey of all evidence held by the EPA nor is it an apportionment or other statement by EPA on the divisibility of harm or causation in connection with OU4 of the Site. In addition, these summaries shall not constitute an admission by the EPA and will not be admissible as evidence in any proceeding.

If the PRPs have not already done so, EPA recommends that all PRPs meet to establish a steering committee responsible for representing the PRPs' interests in these negotiations. Establishing an effective steering committee is critical for successful negotiations with EPA. EPA has found that formation of a steering committee substantially reduces the transaction costs associated with the negotiations and site clean-up.

EPA recognizes that the organization of a steering committee and the allocation of responsibility among PRPs may be difficult. If PRPs are unable to organize an effective steering committee or to reach consensus among themselves on allocation, we encourage the use of the services of a neutral third party to facilitate negotiations. If requested, EPA can provide a list of experienced third-party neutrals and help arrange for the PRPs to meet with such a neutral.

Special Notice Meeting

EPA will hold a meeting for all parties sent this notice on Thursday, April 12, 2018 at 10:00 am at the following location:

EPA Region 1 – New England
5 Post Office Square
Courtroom 6 – 15th Floor
Boston, Massachusetts

At this meeting, EPA will discuss the cleanup plan selected for OU4 of the Site and the special notice negotiations. At the end of EPA's portion of the meeting, we will make the room available for the PRPs to meet and begin to organize, if you choose to do so. If you plan on attending the April 12th meeting, please register by sending an email to Susan Scott at scott.susan@epa.gov and Man Chak Ng at ng.manchak@epa.gov with contact information about the attendee(s): PRP name, attendee's name, attendee's title, attendee's address, attendee's phone number, and attendee's email address. Information about visiting EPA New England can be found at this website: https://www.epa.gov/aboutepa/forms/contacting-epa-new-england#VisitingEPANE.

Orphan Share

Pursuant to the Superfund Reforms, when EPA enters into certain settlements, EPA may compensate settlors for a portion of the shares specifically attributable to insolvent and defunct PRPs (orphan share), if any. EPA believes that there may be PRPs at OU4 of the Site who are insolvent or defunct. If you, either individually or with other PRPs, enter into a RD/RA settlement with EPA and provide sufficient information about the existence, liability, and relative shares of responsibility of insolvent and defunct PRPs, EPA will analyze the information and determine whether to consider the shares of these parties in the amount of past costs and future oversight costs EPA will seek to recover in such settlement.

Administrative Record

In accordance with Section 113 of CERCLA, 42 U.S.C. § 9613, EPA has established an Administrative Record containing the documents that serve as the basis for EPA's selection of the appropriate response action for the Site. This Administrative Record is available to the public for inspection at the Woburn Public Library, 45 Pleasant Street, Woburn, MA 01801. The Administrative Record is also available for inspection at the Superfund Records and Information Center, EPA Region 1, 5 Post Office Square, Boston, MA 02109, and can be accessed online at https://semspub.epa.gov/src/collection/01/AR65178. You may wish to review the Administrative Record to assist you in responding to this letter, but your review should not delay such response beyond the 60-day period provided by CERCLA.

PRP Response and EPA Contact Person

You are encouraged to contact EPA by May 20, 2018 to indicate your willingness to participate in future negotiations concerning OU4 of the Site. Your offer should be submitted to EPA by the steering committee, unless the PRPs are unable to form a steering committee or you are unwilling or unable to agree to the terms which the steering committee intends to offer to EPA.

If EPA does not receive a timely good faith offer from you, either through the steering committee or individually, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with OU4, and that you have declined any involvement in performing the response activities. In such event, EPA may terminate negotiations with respect to you, and may seek to hold you liable for the cost of the clean-up activities performed at OU4. In addition, EPA may issue an order or seek a court order requiring you to perform the response activities at OU4 of the Site.

Your response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the remedial action selected for OU4 of the Site, should be sent to:

Joseph LeMay, Remedial Project Manager
U.S. Environmental Protection Agency
Office of Site Remediation and Restoration
5 Post Office Square, Suite 100
Mailcode OSRR07-4
Boston, MA 02109-3912, or
lemay.joe@epa.gov

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final EPA position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by the conditions at the Site, EPA urges that you give immediate attention and prompt response to this letter.

In addition, EPA has notified the Federal and State Natural Resource Trustees of its intention to perform, or enter into negotiations for the performance of, response actions at OU4 of the Site.

Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, President Bush signed into law the "Small Business Liability Relief and Brownfields Revitalization Act" ("SBLRBRA"). This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may download a copy of the law at http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf and review EPA guidance regarding these exemptions at http://cfpub.epa.gov/compliance/resources/policies/cleanup/superfund/.

EPA has created a number of helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at http://www.epa.gov/compliance/compliance-assistance-centers. In addition, information on contacting EPA's Small Business Ombudsman is available at http://www.epa.gov/resources-small-businesses/forms/contact-us-about-resources-small-businesses. Finally, EPA has developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA") and information on resources for small businesses, which is enclosed with this letter and available on the Agency's website at http://www.epa.gov/compliance/small-business-resources-information-sheet.

If you have any questions regarding the technical aspects of this letter, please contact Joseph LeMay, Remedial Project Manager, at (617) 918-1323 or lemay.joe@epa.gov. If you have an attorney handling your legal matters, please direct his or her questions to Susan Scott, Enforcement Counsel, at (617) 918-1778 or scott.susan@epa.gov, or Man Chak Ng, Enforcement Counsel, at (617) 918-1785 or ng.manchak@epa.gov.

My staff and I look forward to working with you during the coming months.

Sincerely,

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

Enclosures

cc (by email): Susan Scott, EPA Enforcement Counsel
Man Chak Ng, EPA Enforcement Counsel
Joseph LeMay, EPA Remedial Project Manager
Superfund Records and Information Center
Patti Ludwig, CERCLIS Coordinator
Jennifer Davis, MassDEP
Jennifer McWeeney, MassDEP Remedial Project Manager
Martin Suuberg, Commissioner, MassDEP
David Weigert, U.S. Department of Justice
Ken Finkelstein, National Oceanic and Atmospheric Association
Andrew Raddant, U.S. Department of Interior
Molly Sperduto, U.S. Fish and Wildlife Service
Christophe Courchesne, Chief, Massachusetts Attorney General's Office, Environmental Protection Division

ENCLOSURE A
WELLS G & H OPERABLE UNIT 4
SOUTHWEST PROPERTIES
SPECIAL NOTICE MAILING LIST

280 Salem Street, LLC
c/o Robert L. Holland
Holland Arena, Inc.
270 Salem Street
Woburn, MA 01801

Beatrice Company
ConAgra Grocery Product Company, LLC
Conagra Brands, Inc.
c/o James Stewart, Esq.
Lowenstein Sandler PC
65 Livingston Avenue
Roseland, NJ 07068

Boston Edison Company/
NSTAR Electric and Gas Company
Jeffrey N. Stevens, Esq.
Senior Counsel
Eversource Energy
800 Boylston Street, 17th Floor
Boston, MA 02199-7050

The Gillette Company
c/o The Proctor & Gamble Company
Nathaniel S. Orosz, Counsel
Legal Division
1 P&G Plaza
Cincinnati, OH 45202

Henkel, Inc.*
c/o Kenneth R. Arnold, Esq.
49 Valley Drive, Suite 200
Furlong, PA 18925

Honeywell, Inc.*
Honeywell Information Systems, Inc.
Honeywell Bull Inc.
Bull HN Information Systems, Inc.
c/o Eric Przybisiki, Esq.
General Counsel
Atos IT Solutions and Services, Inc.
2500 Westchester Ave., Suite 300
Purchase, NY 10577

Honeywell, Inc.*
Honeywell Information Systems, Inc.
Honeywell Bull Inc.
c/o David M. Cote
Executive Chairman
Honeywell International, Inc.
115 Tabor Road
Morris Plains, NJ 07950

John E. Whitney, III
c/o Jaime Gavron
4 Campground Road
Boxford, MA 01921

Kingston Steel Drum
Great Lakes Container Corp.
c/o Eric Berry
Vice President – Environmental Law
Mallinckrodt US Holdings, LLC
675 McDonnell Boulevard
Hazelwood, MO 63042

Lamco Chemical Company, Inc.
James G. Lamm, President
212 Arlington Street
Chelsea, MA 02150

*** Represents parties who did not receive a General Notice Letter in June 2014. These parties received a combination General Notice/Special Notice Letter.**

ENCLOSURE A
WELLS G & H OPERABLE UNIT 4
SOUTHWEST PROPERTIES
SPECIAL NOTICE MAILING LIST

Monsanto*
Solutia, Inc.
c/o Mark J. Costa, CEO
Eastman Chemical Company
200 South Wilcox Drive
Kingsport, TN 37662

Monsanto*
c/o Molly Shaffer
Assistant General Counsel-Environmental
Monsanto Company, Law Department
800 North Lindbergh Boulevard
St. Louis, MO 63167

cc: Robert L. Newark
Managing Partner
Bryan Cave LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750

Murphy's Waste Oil Service, Inc.
Clean Harbors, Inc.
c/o David P. Rosenblatt
Managing Partner &
Chair, Environmental Law
Burns and Levinson
125 Summer Street
Boston, MA 02110

New England Plastics Corporation*
c/o Franklin Stearns, Esq.
Holland & Knight
10 St. James Avenue
11th Floor
Boston, MA 02116

New England Plastics Corporation
Robert Kearin, President
310 Salem Street
Woburn, MA 01801

Old Oil Realty Trust
c/o George P. Luker
Attorney at Law
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Framingham, MA 01702

Joan E. Murphy, Trustee
Old Oil Realty Trust
41 Harriet Avenue
Burlington, MA 01803

Organix, LLC
c/o Barbara K. Landau, Esq.
Noble & Wickersham, LLP
1280 Massachusetts Avenue
Cambridge, MA 02138

Peter Meltzer
President
Organix, LLC
240 Salem Street
Woburn, MA 01801

Raytheon Company*
Jeffrey B. Axelrod
In-House Counsel
Raytheon Company Global Headquarters
870 Winter Street
Waltham, MA 02451

Samuel Cabot, Inc.
c/o Jeffrey J. Hayward, Esq.
Environmental and Regulatory Counsel
The Valspar Corporation
P.O. Box 1461
901 3rd Avenue South
Minneapolis, MN 55440

*** Represents parties who did not receive a General Notice Letter in June 2014. These parties received a combination General Notice/Special Notice Letter.**

ENCLOSURE A
WELLS G & H OPERABLE UNIT 4
SOUTHWEST PROPERTIES
SPECIAL NOTICE MAILING LIST

Stepan Company
c/o Kevin M. McKenna, Esq.
Latsha, Davis & McKenna
350 Eagleview Boulevard, Suite 100
Exton, PA 19341

Sylvania/GTE*
OSRAM SYLVANIA, Inc.
c/o Christine Sheedy
Risk Manager
Ledvance
200 Ballardvale Street
Wilmington, MA 01887

Varian Associates, Inc.*
c/o Michael McMullen
Chief Executive Officer
Agilent Technologies
5301 Stevens Creek Blvd.
Santa Clara, CA 95051

Varian Associates, Inc.*
c/o Dow Wilson, Chief Executive Officer
Varian Medical Systems, Inc.
3100 Hansen Way
Palo Alto, CA 94304

Wildwood Conservation Corporation
c/o Helen Riley
154 Ocean Boulevard
Seabrook, NH 03874

W.R. Grace & Co.-Conn.
c/o Seth Jaffe, Esq.
Foley Hoag, LLP
155 Seaport Boulevard
Boston, MA 02210-2600

Lydia Duff, Senior Counsel
W.R. Grace & Co.-Conn.
7500 Grace Drive
Columbia, MD 21044

Westinghouse Electric Corp.*
c/o Linda D. Kelley, Esq.
Viacom, Inc.
11 Stanwix Street
Pittsburgh, PA 15222

*** Represents parties who did not receive a General Notice Letter in June 2014. These parties received a combination General Notice/Special Notice Letter.**

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

- x

UNITED STATES OF AMERICA

Plaintiff,

Civil Action No. _____

v.

_____,

Defendants.

- x

CONSENT DECREE
(March 2018)

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. §§ 9606 and 9607.

B. The United States in its complaint seeks, *inter alia*: (1) reimbursement of costs incurred by EPA and the Department of Justice ("DOJ") for a response action at Operable Unit 4 ("OU4" or the "Southwest Properties") of the Wells G&H Superfund Site, in Woburn, Massachusetts ("Site"), together with accrued interest; and (2) performance of a response action by the defendants at the Southwest Properties consistent with the National Contingency Plan, 40 C.F.R. Part 300 ("NCP").

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the Commonwealth of Massachusetts (the "State") on June 2, 2014, of negotiations with potentially responsible parties ("PRPs") regarding the implementation of the remedial design and remedial action ("RD/RA") for the Southwest Properties, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree ("CD").

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the State and federal natural resource trustees on June 2, 2014, of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under State and federal trusteeship and encouraged the trustees to participate in the negotiation of this CD.

F. The defendants that have entered into this CD ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List ("NPL"), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 21, 1984, 49 Fed. Reg. 37070.

H. The RD/RA addressed by this CD is for Operable Unit 4 ("OU4"), and addresses the Southwest Properties ("SWP"), at the Site. For the purposes of this CD, the terms OU4 and SWP shall have the same meaning.

I. In response to a release or a substantial threat of a release of hazardous substance(s) at or from the Site, a Remedial Investigation/Feasibility Study ("RI/FS") pursuant to 40 C.F.R. § 300.430 of the Operable Unit 2 ("OU2"), known as the Central Area was undertaken in February 1994 by several of the OU1 Settling Defendants (Beatrice Company ("Beatrice"), UniFirst

Corporation, and W.R. Grace & Co. – Conn.), pursuant to a Consent Decree entered in 1991. In 1994, Beatrice performed a separate RI addressing the Southwest Properties. In 2003, Beatrice submitted to EPA a supplemental RI report for the Southwest Properties, which EPA used to support a Baseline Human Health Risk Assessment and Ecological Risk Assessment for the Site, issued in 2006.

I. Additional data were collected between 2010 and 2013 in support of an updated Baseline Human Health Risk Assessment and Ecological Risk Assessment issued by EPA in 2014 regarding the Southwest Properties. In 2016, Beatrice submitted to EPA an RI Report and FS Report for the Southwest Properties. In 2017, EPA issued an FS Report Addendum – Technical Memorandum for the Southwest Properties, modifying parts of Beatrice's FS Report.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action for the Southwest Properties on July 14, 2017, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public hearing and any written public comments received on the proposed plan are available to the public as part of the administrative record upon which the Director of the Office of Site Remediation and Restoration, EPA Region 1, based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Southwest Properties is embodied in a final Record of Decision ("ROD"), executed on September 29, 2017, on which the State has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

L. Based on the information presently available to EPA, EPA believes that the Work will be properly and promptly conducted by SDs if conducted in accordance with this CD and its appendices.

M. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the remedy set forth in the ROD and the Work to be performed by SDs shall constitute a response action taken or ordered by the President for which judicial review shall be limited to the administrative record.

N. The Parties recognize, and the Court by entering this CD finds, that this CD has been negotiated by the Parties in good faith and implementation of this CD will expedite the cleanup of the Southwest Properties and will avoid prolonged and complicated litigation between the Parties, and that this CD is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over SDs. Solely for the purposes of this CD and the underlying complaint, SDs waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. SDs shall not challenge the terms of this CD or this Court's jurisdiction to enter and enforce this CD.

III. PARTIES BOUND

2. This CD is binding upon the United States and upon SDs and their successors and assigns. Any change in ownership or corporate or other legal status of a SD including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such SD's responsibilities under this CD.

3. SDs shall provide a copy of this CD to each contractor hired to perform the Work and to each person representing any SD with respect to OU4 of 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 CD. SDs or their contractors shall provide written notice of the CD to all subcontractors hired to perform any portion of the Work. SDs shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this CD. With regard to the activities undertaken pursuant to this CD, each contractor and subcontractor shall be deemed to be in a contractual relationship with SDs within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided in this CD, terms used in this CD that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this CD or its appendices, the following definitions shall apply solely for purposes of this CD:

"Affected Property" shall mean all real property at the Southwest Properties and any other real property where EPA determines, at any time, that access, land, water, or other resource use restrictions, and/or Institutional Controls are needed to implement the Remedial Action.

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

"Consent Decree" or "CD" shall mean this consent decree and all appendices attached hereto (listed in Section XXII). In the event of conflict between this CD and any appendix, this CD shall control.

"Day" or "day" shall mean a calendar day. In computing any period of time under this CD, 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 date upon which the approval of this CD is recorded on the Court's docket.

"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.

"Future Response 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 CD, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this CD, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to ¶ 11 (Emergencies and Releases), ¶ 12 (Community Involvement) (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e)), ¶ 34 (Access to Financial Assurance), Section VII (Remedy Review), Section VIII (Property Requirements) (including the cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions and/or to secure, implement, monitor, maintain, or enforce Institutional Controls including the amount of just compensation), and Section XIII (Dispute Resolution), and all litigation costs. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs SDs have agreed to pay under this CD that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from September 30, 2017 to the Effective Date, and Agency for Toxic Substances and Disease Registry ("ATSDR") costs regarding the Site.

"Institutional Controls" or "ICs" shall mean Proprietary Controls and State or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the protectiveness of the RA; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site.

"Interim Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, (a) paid by the United States in connection with the Site between September 30, 2017 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund, compounded annually on October 1 of each year, in accordance

with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at https://www.epa.gov/superfund/superfund-interest-rates.

"MassDEP" shall mean the Massachusetts Department of Environmental Protection and any successor departments or agencies of the State.

"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.

"Non-Settling Owner" shall mean any person, other than a SD, that owns or controls any Affected Property. The clause "Non-Settling Owner's Affected Property" means Affected Property owned or controlled by Non-Settling Owner.

"Operation and Maintenance" or "O&M" shall mean all activities required to operate, maintain, and monitor the effectiveness of the RA as specified in the SOW or any EPA-approved O&M Plan.

"Owner SD" shall mean any SD that owns or controls any Affected Property. The clause "Owner SD's Affected Property" means Affected Property owned or controlled by Owner SD.

"Paragraph" or "¶" shall mean a portion of this CD identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean the United States and SDs.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Southwest Properties through September 30, 2017, plus Interest on all such costs that has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

"Performance Standards" or "PS" shall mean the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

"Plaintiff" shall mean the United States.

"Proprietary Controls" shall mean easements or covenants running with the land that (a) limit land, water, or other resource use and/or provide access rights and (b) are created pursuant to common law or statutory law by an instrument that is recorded in the appropriate land records office.

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

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Southwest Properties (*i.e.*, OU4) at the Site, signed on September 29, 2017, by the Director of the

Office of Site Remediation and Restoration, EPA Region 1, and all attachments thereto. The ROD is attached hereto as Appendix A.

"Remedial Action" or "RA" shall mean the remedial action selected in the ROD.

"Remedial Design" or "RD" shall mean those activities to be undertaken by SDs to develop final plans and specifications for the RA as stated in the SOW.

"Section" shall mean a portion of this CD identified by a Roman numeral.

"Settling Defendants" or "SDs" shall mean those Parties identified in Appendix D.

"Site" shall mean the Wells G&H Superfund Site in Woburn, Middlesex County, Massachusetts, as generally depicted on the map attached as Appendix C1.

"Southwest Properties" or "SWP" shall mean all areas where response action is necessary in connection with Operable Unit 4 at the Site, including the Aberjona Property (270 & 280 Salem Street), Whitney Property (256 Salem Street), Murphy Property (250 & 252 Salem Street), and a wetland area (referred to as the Murphy Wetland), and depicted generally on the map(s) attached as Appendix C2.

"State" shall mean the Commonwealth of Massachusetts.

"Statement of Work" or "SOW" shall mean the document describing the activities SDs must perform to implement the RD, the RA, and O&M regarding the Site, which is attached as Appendix B.

"Supervising Contractor" shall mean the principal contractor retained by SDs to supervise and direct the implementation of the Work under this CD.

"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 (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous waste" under M.G.L. c.21C, § 2.

"Wells G&H Superfund Site Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Work" shall mean all activities and obligations SDs are required to perform under this CD, except the activities required under Section XIX (Retention of Records).

V. GENERAL PROVISIONS

5. **Objectives of the Parties**. The objectives of the Parties in entering into this CD are to protect public health or welfare or the environment by the design and implementation of a response action at the Southwest Properties by SDs, to pay response costs of Plaintiff, and to resolve the claims of Plaintiff against SDs as provided in this CD.

6. **Commitments by SDs**

a. SDs shall finance and perform the Work in accordance with this CD and all deliverables developed by SDs and approved or modified by EPA pursuant to this CD. SDs shall pay the United States for its response costs as provided in this CD.

b. SDs' obligations to finance and perform the Work, including obligations to pay amounts due under this CD, are joint and several. In the event of the insolvency of any SD or the failure by any SD to implement any requirement of this CD, the remaining SDs shall complete all such requirements.

7. **Compliance with Applicable Law**. Nothing in this CD limits SDs' obligations to comply with the requirements of all applicable federal and State laws and regulations. SDs must also comply with all applicable or relevant and appropriate requirements of all federal and State environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this CD, if approved by EPA, shall be deemed to be consistent with the NCP as provided in Section 300.700(c)(3)(ii) of the NCP.

8. **Permits**

a. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (*i.e.*, within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or State permit or approval, SDs shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. SDs may seek relief under the provisions of Section XII (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 referenced in ¶ 8.a and 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.

c. This CD is not, and shall not be construed to be, a permit issued pursuant to any federal or State statute or regulation.

VI. PERFORMANCE OF THE WORK

9. Coordination and Supervision

a. Project Coordinators

(1) SDs' Project Coordinator must have sufficient technical expertise to coordinate the Work. SDs' Project Coordinator may not be an attorney representing any SD in this matter and may not act as the Supervising Contractor. SDs' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA shall designate and notify the SDs of EPA's Project Coordinator and Alternate Project Coordinator. EPA may designate other representatives, which may include its employees, contractors and/or consultants, to oversee the Work. EPA's Project Coordinator/Alternate Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at the Site constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) The State shall designate and notify EPA and the SDs of its Project Coordinator and Alternate Project Coordinator. The State may designate other representatives, including its employees, contractors and/or consultants to oversee the Work. For any meetings and inspections in which EPA's Project Coordinator participates, the State's Project Coordinator also may participate. SDs shall notify the State reasonably in advance of any such meetings or inspections.

(4) SDs' Project Coordinators shall meet with EPA's and the State's Project Coordinators at least monthly.

b. **Supervising Contractor**. SDs' proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ANSI/ASQC E4-2004, Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use (American National Standard).

c. Procedures for Disapproval/Notice to Proceed

(1) SDs shall designate, and notify EPA, within 10 days after the lodging of this CD, of the name, title, contact information, and qualifications of the SDs' proposed Project Coordinator and Supervising Contractor, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise) and do not have a conflict of interest with respect to the project.

(2) EPA, after a reasonable opportunity for review and comment by the State, shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, SDs shall, within 30 days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. SDs may select any coordinator/contractor covered by an authorization to proceed and shall, within 21 days, notify EPA of SDs' selection.

(3) SDs may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 9.c(1) and 9.c(2).

10. **Performance of Work in Accordance with SOW**. SDs shall: (a) develop the RD; (b) perform the RA; and (c) operate, maintain, and monitor the effectiveness of the RA; all in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the CD or SOW shall be subject to approval by EPA in accordance with ¶ 6.6 (Approval of Deliverables) of the SOW.

11. **Emergencies and Releases**. SDs shall comply with the emergency and release response and reporting requirements under ¶ 4.3 (Emergency Response and Reporting) of the SOW. Subject to Section XV (Covenants by Plaintiff), nothing in this CD, including ¶ 4.3 of the SOW, limits any authority of Plaintiff: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to SDs' failure to take appropriate response action under ¶ 4.3 of the SOW, EPA takes such action instead, SDs shall reimburse EPA under Section X (Payments for Response Costs) for all costs of the response action.

12. **Community Involvement**. If requested by EPA, SDs shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, Section 2 (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator. Costs incurred by the United States under this Section constitute Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

13. **Modification of SOW or Related Deliverables**

a. If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to achieve and/or maintain the Performance Standards or to carry out and maintain the effectiveness of the RA, and such

modification is consistent with the Scope of the Remedy set forth in ¶ 1.3 of the SOW, then EPA may notify SDs of such modification. If SDs object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XIII.

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if SDs invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this CD, and SDs shall implement all work required by such modification. SDs shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this CD.

14. Nothing in this CD, the SOW, or any deliverable required under the SOW constitutes a warranty or representation of any kind by Plaintiff that compliance with the work requirements set forth in the SOW or related deliverable will achieve the Performance Standards.

VII. REMEDY REVIEW

15. **Periodic Review**. SDs shall conduct, in accordance with ¶ 4.7 (Periodic Review Support Plan) of the SOW, studies and investigations to support EPA's reviews under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and applicable regulations, of whether the RA is protective of human health and the environment.

16. **EPA Selection of Further Response Actions**. If EPA determines, at any time, that the RA is not protective of human health and the environment, EPA may select further response actions for OU4 of the Site in accordance with the requirements of CERCLA and the NCP.

17. **Opportunity to Comment**. SDs and, if required by Sections 113(k)(2) or 117 of CERCLA, 42 U.S.C. § 9613(k)(2) or 9617, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

18. **SDs' Obligation to Perform Further Response Actions**. If EPA selects further response actions relating to OU4 of the Site, EPA may require SDs to perform such further response actions, but only to the extent that the reopener conditions in ¶ 69 or 70 (United States' Pre- and Post-Certification Reservations) are satisfied. SDs may invoke the procedures set forth in Section XIII (Dispute Resolution) to dispute (a) EPA's determination that the reopener conditions of ¶ 69 or 70 are satisfied, (b) EPA's determination that the RA is not protective of human health and the environment, or (c) EPA's selection of the further response actions. Disputes regarding EPA's determination that the RA is not protective or EPA's selection of further response actions shall be resolved pursuant to ¶ 53 (Record Review).

19. **Submission of Plans**. If SDs are required to perform further response actions pursuant to ¶ 18, they shall submit a plan for such response action to EPA for approval in accordance with the procedures of Section VI (Performance of the Work). SDs shall implement the approved plan in accordance with this CD.

VIII. PROPERTY REQUIREMENTS

20. **Agreements Regarding Access and Non-Interference**. Commencing on the date of lodging of this CD, Owner SDs shall, with respect to Owner SDs' Affected Property: (i) provide Plaintiff and the other SDs, and their representatives, contractors, and subcontractors, with access at all reasonable times to such Affected Property to conduct any activity regarding the CD, including those listed in ¶ 20.a (Access Requirements); and (ii) refrain from using such Affected 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 Remedial Action, including the restrictions listed in ¶ 20.b (Land, Water, or Other Resource Use Restrictions). SDs shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by SDs and by Plaintiff, providing that such Non-Settling Owner shall provide access to, and refrain from use of, Non-Settling Owners' Affected Property, as provided in this Paragraph, above.

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

(1) Monitoring the Work;

(2) Verifying any data or information submitted to the United States;

(3) Conducting investigations regarding contamination at or near OU4 of the Site;

(4) Obtaining samples;

(5) Assessing the need for, planning, or implementing additional response actions at or near OU4 of the Site;

(6) Assessing implementation of quality assurance and quality control practices as defined in the approved construction quality assurance quality control plan as provided in the SOW;

(7) Implementing the Work pursuant to the conditions set forth in ¶ 73 (Work Takeover);

(8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by SDs or their agents, consistent with Section XVIII (Access to Information);

(9) Assessing SDs' compliance with the CD;

(10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the CD; and

(11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and Institutional Controls.

b. **Land, Water, or Other Resource Use Restrictions**. The following is a list of land, water, or other resource use restrictions applicable to the Affected Property:

(1) Prohibiting the activities that could interfere with the RA;

(2) Prohibiting use of contaminated groundwater;

(3) Prohibiting activities that could result in exposure to contaminants in subsurface soils, sediments, and groundwater;

(4) Ensuring that any new structures on the Site will not be constructed in a manner that could interfere with the RA; and

(5) Ensuring that any new structures on the Site will be constructed in a manner that will minimize potential risk of inhalation of contaminants.

21. **Institutional Controls.** In accordance with the procedures and schedule to be included in the Institutional Control Implementation and Assurance Plan ("ICIAP") required by the SOW, Owner SDs shall, with respect to Owner SDs' Affected Property, execute and record (a) Proprietary Controls that (i) grant a right of access to conduct any activity regarding the CD, including those activities listed in ¶ 20.a (Access Requirements); and (ii) grant the right to enforce the land, water, or other resource use restrictions set forth in ¶ 20.b (Land, Water, or Other Resource Use Restrictions); or (b) Notices of Activity and Use Limitation ("NAULs") that provide notice of the land, water, or other resource use restrictions set forth in ¶ 20.b. SDs shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure Non-Settling Owner's cooperation in executing and recording the Institutional Controls described in this Paragraph. The type of ICs that the SDs shall obtain on each Affected Property shall be subject to EPA approval. If a NAUL is utilized, the NAUL and IC Design Statement (an attachment to a NAUL that summarizes the Site background and the required ICs) shall be in substantially the form attached hereto as Appendix E.

22. **Notices of Activity and Use Limitation**.

a. In accordance with the procedures and schedule to be included in the ICIAP, SDs shall submit to EPA originals of each NAUL executed by the owner of the Affected Property and associated documentation for approval and signature by EPA and the State.

b. Within 45 days of receiving a fully executed NAUL from EPA or the State, SDs shall record and/or register the fully executed NAUL in the appropriate land records. However, if more than 6 months has elapsed between SDs' submission of a draft NAUL and other documentation required in accordance with the SOW and EPA's final approval of the NAUL, SDs shall submit updated title evidence to EPA and submit draft notice letters to current holders of any record interest in accordance with 310 CMR 40.1074(1)(d) that were recorded after the date of the initial title evidence. SDs shall ensure that, at least 30 days prior to recording a NAUL, current holders of any record interest in the Affected Property are notified in accordance with 310 CMR 40.1074(1)(d).

c. SDs shall, within 30 days after recording and/or registering each NAUL, or such other deadline approved by EPA, provide to the United States and the State certified copies of the recorded and/or registered NAUL showing filing information for the NAUL and any survey plans.

d. SDs shall comply with 310 CMR 40.1074(5) to the extent it applies.

e. SDs shall monitor and annually report on all NAULs required under this CD. If required by or as part of the Remedial Action, the ICIAP, or the Work, SDs shall prepare, obtain approval of, and record any amendments, modifications, and/or terminations of any NAUL, including preparing surveys and plans.

23. **Best Efforts**. As used in this Section, "best efforts" means the efforts that a reasonable person in the position of SDs would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure Proprietary Controls, NAULs, agreements, and releases, subordinations, modifications, or relocations of Prior Encumbrances (all record matters that affect the title to the Affected Property, including all prior liens, claims, rights (such as easements), mortgages, and other encumbrances), as applicable. If SDs are unable to accomplish what is required through "best efforts" in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist SDs, or take independent action, in obtaining such Proprietary Controls, NAULs, agreements, or releases, subordinations, modifications, or relocations of Prior Encumbrances, as applicable. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

24. If EPA determines in a decision document prepared in accordance with the NCP that Institutional Controls in the form of State or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, SDs shall cooperate with EPA's efforts to secure and ensure compliance with such Institutional Controls.

25. In the event of any Transfer of the Affected Property, unless the United States otherwise consents in writing, SDs shall continue to comply with their obligations under the CD,

including their obligation to provide and/or secure access, to implement, monitor, and report on Institutional Controls, and to abide by such Institutional Controls. If SDs determine that the owner of any property for which a NAUL has been recorded or registered has not referenced the NAUL in an instrument of Transfer of the Affected Property, SDs shall re-record or re-register the NAUL in the appropriate land records.

26. Owner SD shall not Transfer its Affected Property unless it has executed and recorded all Proprietary Controls and instruments addressing Prior Encumbrances regarding such Affected Property in accordance with this Section.

27. **Notice to Successors-in-Title**

a. Owner SDs shall, within 15 days after the Effective Date, submit for EPA approval a notice to be filed regarding Owner SD's Affected Property in the appropriate land records. The notice must: (1) include a proper legal description of the Affected Property; (2) provide notice to all successors-in-title: (i) that the Affected Property is part of, or related to, OU4 of the Site; (ii) that EPA has selected a remedy for OU4 of the Site; and (iii) that potentially responsible parties have entered into a CD requiring implementation of such remedy; and (3) identify the U.S. District Court in which the CD was filed, the name and civil action number of this case, and the date the CD was entered by the Court. Owner SDs shall record the notice within 10 days after EPA's approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

b. Owner SDs shall, prior to entering into a contract to Transfer Owner SD's Affected Property, or 60 days prior to Transferring Owner SD's Affected Property, whichever is earlier:

(1) Notify the proposed transferee that EPA has selected a remedy regarding OU4 of the Site, that potentially responsible parties have entered into a Consent Decree requiring implementation of such remedy, and that the United States District Court has entered the CD (identifying the name and civil action number of this case and the date the CD was entered by the Court); and

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

28. Notwithstanding any provision of the CD, Plaintiff 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.

IX. FINANCIAL ASSURANCE

29. In order to ensure completion of the Work, SDs shall secure financial assurance, initially in the amount of $19.1 million ("Estimated Cost of the Work"), for the benefit of EPA. 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 - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/, and satisfactory to EPA. SDs may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work that is 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;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is 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;

c. A trust fund established for the benefit of EPA that is 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;

d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

e. A demonstration by a SD that it meets the relevant test criteria of ¶31, accompanied by a standby funding commitment, which obligates the affected SD to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or

f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a SD or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a SD; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of ¶ 31.

30. SDs have selected, and EPA has found satisfactory, a [**insert type**] as an initial form of financial assurance. Within 30 days after the Effective Date, SDs 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 Finance Office, to the United States, and to EPA as specified in Section XX (Notices and Submissions).

31. SDs seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 29.e or f, must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) the affected SD 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

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 affected SD 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 affected SD 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 -

Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/.

32. SDs providing financial assurance by means of a demonstration or guarantee under ¶ 29.e or f must also:

a. Annually resubmit the documents described in ¶ 31.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondent 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 affected Respondent or guarantor in addition to those specified in ¶ 31.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

33. SDs shall diligently monitor the adequacy of the financial assurance. If any SD 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, such SD shall notify EPA of such information within 7 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 the affected SD of such determination. SDs 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. EPA may extend this deadline for such time as is reasonably necessary for the affected SD, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. SDs shall follow the procedures of ¶ 35 (Modification of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. SDs' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

34. **Access to Financial Assurance**

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 73.b, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 34.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel the mechanism, and the affected SD fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date,

the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 34.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 73.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 29.e or f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. SDs shall, within 30 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 34 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Wells G&H Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this ¶ 34 must be reimbursed as Future Response Costs under Section X (Payments for Response Costs).

35. **Modification of Amount, Form, or Terms of Financial Assurance**. SDs may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 30, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify SDs of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. SDs may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIII (Dispute Resolution). SDs may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by SDs pursuant to the dispute resolution provisions of this CD or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, SDs shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 30.

36. **Release, Cancellation, or Discontinuation of Financial Assurance**. SDs may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of Work Completion under ¶ 4.8 (Certification of Work Completion) of the

SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation or discontinuance of any financial assurance, in accordance with the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIII (Dispute Resolution).

X. PAYMENTS FOR RESPONSE COSTS

37. **Payment by SDs for United States Past Response Costs**

a. Within 30 days after the Effective Date, SDs shall pay to EPA $604,600 in payment for Past Response Costs. Payment shall be made in accordance with ¶ 39.a (instructions for past response cost payments).

b. **Deposit of Past Response Costs Payment**. The total amount to be paid by Setting Defendants pursuant to ¶ 37.a shall be deposited by EPA in the Wells G&H Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

38. **Payments by SDs for Future Response Costs**. SDs shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. **Periodic Bills**. On a periodic basis, EPA will send SDs a bill requiring payment that includes an Itemized Cost Summary, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and DOJ. SDs shall make all payments within 30 days after SDs' receipt of each bill requiring payment, except as otherwise provided in ¶ 40, in accordance with ¶ 39.b (instructions for future response cost payments).

b. **Deposit of Future Response Costs Payments**. The total amount to be paid by SDs pursuant to ¶ 38.a (Periodic Bills) shall be deposited by EPA in the Wells G&H Superfund Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Wells G&H Superfund Site Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by SDs pursuant to the dispute resolution provisions of this CD or in any other forum.

39. **Payment Instructions for SDs**

a. **Past Response Costs Payments**

(1) The Financial Litigation Unit (FLU) of the United States Attorney's Office for the District of Massachusetts shall provide SDs, in accordance with ¶ 94, with instructions regarding making payments to DOJ on behalf of EPA. The

instructions must include a Consolidated Debt Collection System (CDCS) number to identify payments made under this CD.

(2) For all payments subject to this ¶ 39.a, SDs shall make such payment by Fedwire Electronic Funds Transfer (EFT) / at https://www.pay.gov to the U.S. DOJ account, in accordance with the instructions provided under ¶ 39.a(1), and including references to the CDCS Number, Site/Spill ID Number _____, and DJ Number 90-11-3-194/2.

(3) For each payment made under this ¶ 39.a, SDs shall send notices, including references to the CDCS, Site/Spill ID, and DJ numbers, to the United States, EPA, and the EPA Cincinnati Finance Center, all in accordance with ¶ 94.

b. **Future Response Costs Payments and Stipulated Penalties**

[Settling Defendants: Please select one of the four options below for payment by EFT, by ACH, online, or by check.]

(1) For all payments subject to this ¶ 39.b, SDs shall make such payment by Fedwire EFT, referencing the Site/Spill ID and DJ numbers. The Fedwire EFT payment must be sent as follows:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read
"D 68010727 Environmental Protection Agency"

(2) For all payments subject to this ¶ 39.b, SD shall make such payment by Automated Clearinghouse (ACH) payment as follows:

500 Rivertech Court
Riverdale, Maryland 20737
Contact John Schmid at 202-874-7026
or REX at 866-234-5681
ABA = 051036706
Transaction Code 22 - checking
Environmental Protection Agency
Account 310006
CTX Format

(3) For all payments subject to this ¶ 39.b, SD shall make such payment at https://www.pay.gov to the U.S. EPA account in accordance with instructions to be provided to SDs by EPA following lodging of the CD.

(4) For all payments subject to this ¶ 39.b, SD shall make such payment by official bank check(s) made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment. SDs shall send the check(s) to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

(5) For all payments made under this ¶ 39.b, SDs must include references to the Site/Spill ID and DJ numbers. At the time of any payment required to be made in accordance with ¶ 39.b, SDs shall send notices that payment has been made to the United States, EPA, and the EPA Cincinnati Finance Center, all in accordance with ¶ 94. All notices must include references to the Site/Spill ID and DJ numbers.

40. **Contesting Future Response Costs**. SDs may submit a Notice of Dispute, initiating the procedures of Section XIII (Dispute Resolution), regarding any Future Response Costs billed under ¶ 38 (Payments by SDs for Future Response Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Such Notice of Dispute shall be submitted in writing within 30 days after receipt of the bill and must be sent to the United States pursuant to Section XX (Notices and Submissions). Such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If SDs submit a Notice of Dispute, SDs shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to the United States, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. SDs shall send to the United States, as provided in Section XX (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If the United States prevails in the dispute, SDs shall pay the sums due (with accrued interest) to the United States within 7 days after the resolution of the dispute. If SDs prevail concerning any aspect of the contested costs, SDs shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States within 7 days after the resolution of the dispute. SDs shall be disbursed any balance of the escrow account. All payments to the United

States under this Paragraph shall be made in accordance with ¶ 39.b (instructions for future response cost payments). The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding SDs' obligation to reimburse the United States for its Future Response Costs.

41. **Interest**. In the event that any payment for Past Response Costs or for Future Response Costs required under this Section is not made by the date required, SDs shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of SDs' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of SDs' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Section XIV (Stipulated Penalties).

XI. INDEMNIFICATION AND INSURANCE

42. **SDs' Indemnification of the United States**

a. The United States does not assume any liability by entering into this CD or by virtue of any designation of SDs as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). SDs shall indemnify, save, and hold harmless the United States and 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 SDs, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on SDs' behalf or under their control, in carrying out activities pursuant to this CD, including, but not limited to, any claims arising from any designation of SDs as EPA's authorized representatives under Section 104(e) of CERCLA. Further, SDs agree 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 SDs, 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 CD. The United States shall not be held out as a party to any contract entered into by or on behalf of SDs in carrying out activities pursuant to this CD. Neither SDs nor any such contractor shall be considered an agent of the United States.

b. The United States shall give SDs notice of any claim for which the United States plans to seek indemnification pursuant to this ¶ 42, and shall consult with SDs prior to settling such claim.

43. SDs covenant 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 SDs and any person for performance of Work on or relating to the Site,

including, but not limited to, claims on account of construction delays. In addition, SDs shall indemnify, save 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 any one or more of SDs and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

44. **Insurance**. No later than 15 days before commencing any on-site Work, SDs shall secure, and shall maintain until the first anniversary after issuance of EPA's Certification of RA Completion pursuant to ¶ 4.6 (Certification of RA Completion) of the SOW, commercial general liability insurance with limits of liability of $1 million per occurrence, 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 the United States as an additional insured with respect to all liability arising out of the activities performed by or on behalf of SDs pursuant to this CD. In addition, for the duration of this CD, SDs 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 SDs in furtherance of this CD. Prior to commencement of the Work, SDs shall provide to EPA certificates of such insurance and a copy of each insurance policy. SDs shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If SDs demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, SDs need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. SDs shall ensure that all submittals to EPA under this Paragraph identify the Wells G&H Superfund Site, Woburn, Massachusetts, Southwest Properties, Operable Unit 4 (OU4), and the civil action number of this case.

XII. FORCE MAJEURE

45. "Force majeure," for purposes of this CD, is defined as any event arising from causes beyond the control of SDs, of any entity controlled by SDs, or of SDs' contractors that delays or prevents the performance of any obligation under this CD despite SDs' best efforts to fulfill the obligation. The requirement that SDs 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 or a failure to achieve the Performance Standards.

46. If any event occurs or has occurred that may delay the performance of any obligation under this CD for which SDs intend or may intend to assert a claim of force majeure, SDs shall notify EPA's Project Coordinator orally or, in his or her absence, EPA's Alternate Project Coordinator 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 SDs first knew that the event might cause a delay. Within 7 days thereafter, SDs 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; SDs' rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of SDs, such event may cause or contribute to an endangerment to public health or welfare, or the environment. SDs shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. SDs shall be deemed to know of any circumstance of which SDs, any entity controlled by SDs, or SDs' contractors or subcontractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude SDs 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 ¶ 45 and whether SDs have exercised their best efforts under ¶ 45, EPA may, in its unreviewable discretion, excuse in writing SDs' failure to submit timely or complete notices under this Paragraph.

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

48. If SDs elect to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution) regarding EPA's decision, they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, SDs 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 SDs complied with the requirements of ¶¶ 45 and 46. If SDs carry this burden, the delay at issue shall be deemed not to be a violation by SDs of the affected obligation of this CD identified to EPA and the Court.

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

XIII. DISPUTE RESOLUTION

50. Unless otherwise expressly provided for in this CD, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this CD. However, the

procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of SDs that have not been disputed in accordance with this Section.

51. A dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. Any dispute regarding this CD shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute.

52. **Statements of Position**

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 10 days after the conclusion of the informal negotiation period, SDs invoke the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by SDs. The Statement of Position shall specify SDs' position as to whether formal dispute resolution should proceed under ¶ 53 (Record Review) or 54.

b. Within 21 days after receipt of SDs' Statement of Position, EPA will serve on SDs its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under ¶ 53 (Record Review) or 54. Within 14 days after receipt of EPA's Statement of Position, SDs may submit a Reply.

c. If there is disagreement between EPA and SDs as to whether dispute resolution should proceed under ¶ 53 (Record Review) or 54, the parties to the dispute shall follow the procedures set forth in the Paragraph determined by EPA to be applicable. However, if SDs ultimately appeal to the Court to resolve the dispute, the Court shall determine which Paragraph is applicable in accordance with the standards of applicability set forth in ¶¶ 53 and 54.

53. **Record Review**. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this CD, and the adequacy of the performance of any response action taken pursuant to this CD. Nothing in this CD shall be construed to allow any dispute by SDs regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this

Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Office of Site Remediation and Restoration, EPA Region 1, will issue a final administrative decision resolving the dispute based on the administrative record described in ¶ 53.a. This decision shall be binding upon SDs, subject only to the right to seek judicial review pursuant to ¶¶ 53.c and 53.d.

c. Any administrative decision made by EPA pursuant to ¶ 53.b shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by SDs with the Court and served on all Parties within 10 days after receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this CD. The United States may file a response to SDs' motion.

d. In proceedings on any dispute governed by this Paragraph, SDs shall have the burden of demonstrating that the decision of the Director of the Office of Site Remediation and Restoration is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to ¶ 53.a.

54. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. The Director of the Office of Site Remediation and Restoration will issue a final decision resolving the dispute based on the statements of position and reply, if any, served under ¶ 52. The Director's decision shall be binding on SDs unless, within 10 days after receipt of the decision, SDs file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the CD. The United States may file a response to SDs' motion.

b. Notwithstanding ¶ M (CERCLA § 113(j) record review of ROD and Work) of Section I (Background), judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

55. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of SDs under this CD, except as provided in ¶ 40 (Contesting Future Response Costs), as agreed by EPA, or as determined by the Court. Stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute, as provided in ¶ 63. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this CD. In the event that SDs do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XIV (Stipulated Penalties).

XIV. STIPULATED PENALTIES

56. SDs shall be liable to the United States for stipulated penalties in the amounts set forth in ¶¶ 57.a and 58 for failure to comply with the obligations specified in ¶¶ 57.b and 58, unless excused under Section XII (Force Majeure). "Comply" as used in the previous sentence includes compliance by SDs with all applicable requirements of this CD, within the deadlines established under this CD. If an initially submitted or resubmitted deliverable contains a material defect, and the deliverable is disapproved or modified by EPA under ¶ 6.6(a) (Initial Submissions) or 6.6(b) (Resubmissions) of the SOW due to such material defect, then the material defect shall constitute a lack of compliance for purposes of this Paragraph.

57. **Stipulated Penalty Amounts - Payments, Financial Assurance, Major Deliverables, and Other Milestones**

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in ¶ 57.b:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	$5,000
15th through 30th day	$10,000
31st day and beyond	$20,000

b. **Obligations**

(1) Payment of any amount due under Section X (Payments for Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section IX (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under ¶ 40 (Contesting Future Response Costs).

(4) Establishment of and compliance with Institutional Controls, including but not limited to any Proprietary Controls.

(5) Submission of timely and adequate RD Work Plan, PDI Work Plan, Preliminary (30%) RD, Pre-Final (95%) RD, Final (100%) RD, RA Work Plan, and ICIAP, as required by the SOW.

58. **Stipulated Penalty Amounts – Other Deliverables**. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables pursuant to the CD other than those specified in Paragraph 57.b:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	$1,000

15th through 30th day	$2,000
31st day and beyond	$5,000

59. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 73 (Work Takeover), SDs shall be liable for a stipulated penalty in the amount of $5,000,000. Stipulated penalties under this Paragraph are in addition to the remedies available under ¶¶ 34 (Access to Financial Assurance) and 73 (Work Takeover).

60. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ 6.6 (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies SDs of any deficiency; (b) with respect to a decision by the Director of the Office of Site Remediation and Restoration under ¶ 53.b or 54.a of Section XIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that SDs' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (c) with respect to judicial review by this Court of any dispute under Section XIII (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing in this CD shall prevent the simultaneous accrual of separate penalties for separate violations of this CD.

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

62. All penalties accruing under this Section shall be due and payable to the United States within 30 days after SDs' receipt from EPA of a demand for payment of the penalties, unless SDs invoke the Dispute Resolution procedures under Section XIII (Dispute Resolution) within the 30-day period. All payments to the United States under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶ 39.b (instructions for future response cost payments).

63. Penalties shall continue to accrue as provided in ¶ 60 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement of the parties or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owed shall be paid to EPA within 15 days after the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, SDs shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days after receipt of the Court's decision or order, except as provided in ¶ 63.c;

c. If the District Court's decision is appealed by any Party, SDs shall pay all accrued penalties determined by the District Court to be owed to the United States into an interest-bearing escrow account, established at a duly chartered bank or trust company that is insured by the FDIC, within 60 days after receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days after receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to SDs to the extent that they prevail.

64. If SDs fail to pay stipulated penalties when due, SDs shall pay Interest on the unpaid stipulated penalties as follows: (a) if SDs have 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 pursuant to ¶ 63 until the date of payment; and (b) if SDs fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 62 until the date of payment. If SDs fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

65. The payment of penalties and Interest, if any, shall not alter in any way SDs' obligation to complete the performance of the Work required under this CD.

66. Nothing in this CD 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 SDs' violation of this CD or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(*l*) of CERCLA, 42 U.S.C. § 9622(*l*), provided, however, that the United States shall not seek civil penalties pursuant to Section 122(*l*) of CERCLA for any violation for which a stipulated penalty is provided in this CD, except in the case of a willful violation of this CD.

67. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this CD.

XV. COVENANTS BY PLAINTIFF

68. **Covenants for SDs by United States**. Except as provided in ¶¶ 69, 70 (United States' Pre- and Post-Certification Reservations) and 72 (General Reservations of Rights), the United States covenants not to sue or to take administrative action against SDs pursuant to Sections 106 and 107(a) of CERCLA for the Work, Past Response Costs, and Future Response Costs relating to the Southwest Properties, Operable Unit 4 of the Site. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by SDs of their

obligations under this CD. These covenants extend only to SDs and do not extend to any other person.

69. **United States' Pre-Certification Reservations**. Notwithstanding any other provision of this CD, the United States reserves, and this CD is without prejudice to, the right to institute proceedings in this action or in a new action, and/or to issue an administrative order, seeking to compel SDs to perform further response actions relating to the Southwest Properties, (OU4) of the Site, and/or to pay the United States for additional costs of response if, (a) prior to Certification of RA Completion, (1) conditions at the Southwest Properties, previously unknown to EPA, are discovered, or (2) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the RA is not protective of human health or the environment.

70. **United States' Post-Certification Reservations**. Notwithstanding any other provision of this CD, the United States reserves, and this CD is without prejudice to, the right to institute proceedings in this action or in a new action, and/or to issue an administrative order, seeking to compel SDs to perform further response actions relating to the Southwest Properties (OU4) of the Site, and/or to pay the United States for additional costs of response if, (a) subsequent to Certification of RA Completion, (1) conditions at the Southwest Properties, previously unknown to EPA, are discovered, or (2) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the RA is not protective of human health or the environment.

71. For purposes of ¶ 69 (United States' Pre-Certification Reservations), the information and the conditions known to EPA will include only that information and those conditions known to EPA as of the date the ROD was signed and set forth in the ROD for the Southwest Properties and the administrative record supporting the ROD. For purposes of ¶ 70 (United States' Post-Certification Reservations), the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of RA Completion and set forth in the ROD, the administrative record supporting the ROD, the post-ROD administrative record, or in any information received by EPA pursuant to the requirements of this CD prior to Certification of RA Completion.

72. **General Reservations of Rights**. The United States reserves, and this CD is without prejudice to, all rights against SDs with respect to all matters not expressly included within Plaintiff's covenants. Notwithstanding any other provision of this CD, the United States reserves all rights against SDs with respect to:

a. liability for failure by SDs to meet a requirement of this CD;

b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Southwest Properties;

c. liability based on the ownership of the Southwest Properties by SDs when such ownership commences after signature of this CD by SDs;

d. liability based on the operation of the Southwest Properties by SDs when such operation commences after signature of this CD by SDs and does not arise solely from SDs' performance of the Work;

e. liability based on SDs' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in connection with the Southwest Properties, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this CD by SDs;

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

g. criminal liability;

h. liability for violations of federal or State law that occur during or after implementation of the Work;

i. liability, prior to achievement of Performance Standards, for additional response actions that EPA determines are necessary to achieve and maintain Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, but that cannot be required pursuant to ¶ 13 (Modification of SOW or Related Deliverables);

j. liability for additional operable units at the Site;

k. liability for costs that the United States will incur regarding the Site but that are not within the definition of Future Response Costs; and

l. liability for costs incurred or to be incurred by ATSDR regarding the Site.

73. **Work Takeover**

a. In the event EPA determines that SDs: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to SDs. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide SDs a period of 10 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 10-day notice period specified in ¶ 73.a, SDs have 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 SDs in writing

(which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 73.b. Funding of Work Takeover costs is addressed under ¶ 34 (Access to Financial Assurance).

c. SDs may invoke the procedures set forth in ¶ 53 (Record Review), to dispute EPA's implementation of a Work Takeover under ¶ 73.b. However, notwithstanding SDs' 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 ¶ 73.b until the earlier of (1) the date that SDs remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a final decision is rendered in accordance with ¶ 53 (Record Review) requiring EPA to terminate such Work Takeover.

74. Notwithstanding any other provision of this CD, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

XVI. COVENANTS BY SDs

75. **Covenants by SDs**. Subject to the reservations in ¶ 77, SDs covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Work, past response actions regarding the Site, Past Response Costs, Future Response Costs, and this CD, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112 or 113, or any other provision of law;

b. any claims under CERCLA §§ 107 or 113, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or State law regarding the Work, past response actions regarding the Site, Past Response Costs, Future Response Costs, and this CD; or

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

76. Except as provided in ¶¶ 79 (Waiver of De Micromis Claims by SDs) and 85 (Res Judicata and Other Defenses), the covenants in this Section shall not apply if the United States brings a cause of action or issues an order pursuant to any of the reservations in Section XV (Covenants by Plaintiff), other than in ¶¶ 72.a (claims for failure to meet a requirement of the CD), 72.g (criminal liability), and 72.h (violations of federal/state law during or after implementation of the Work), but only to the extent that SDs' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

77. SDs reserve, and this CD 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 SDs' deliverables or activities.

78. Nothing in this CD 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).

79. **Waiver of De Micromis Claims by SDs**. SDs agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person where the person's liability to SDs with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

XVII. EFFECT OF SETTLEMENT; CONTRIBUTION

80. Except as provided in ¶ 79 (Waiver of De Micromis Claims by SDs), nothing in this CD shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this CD. Except as provided in Section XVI (Covenants by SDs), 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 Southwest Properties against any person not a Party hereto. Nothing in this CD diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

81. The Parties agree, and by entering this CD this Court finds, that this CD constitutes a judicially-approved settlement pursuant to which each SD has, as of the Effective Date, resolved liability to the United States within the meaning of Section 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 Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this CD. The "matters addressed" in this CD are the Work, Past Response Costs, and Future Response Costs.

82. The Parties further agree, and by entering this CD this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of

CERCLA, 42 U.S.C. § 9613(f)(1), and that this CD constitutes a judicially-approved settlement pursuant to which each Settling Defendant 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).

83. Each SD shall, with respect to any suit or claim brought by it for matters related to this CD, notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

84. Each SD shall, with respect to any suit or claim brought against it for matters related to this CD, notify in writing the United States within 10 days after service of the complaint on such SD. In addition, each SD shall notify the United States within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

85. **Res Judicata and Other Defenses**. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to OU4, SDs shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XV (Covenants by Plaintiff).

XVIII. ACCESS TO INFORMATION

86. SDs 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 SDs' possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this CD, 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. SDs shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

87. **Privileged and Protected Claims**

a. SDs may assert that all or part of a Record requested by Plaintiff is privileged or protected as provided under federal law, in lieu of providing the Record, provided SDs comply with ¶ 87.b, and except as provided in ¶ 87.c.

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

c. SDs 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 SDs are required to create or generate pursuant to this CD.

88. **Business Confidential Claims**. SDs may assert that all or part of a Record provided to Plaintiff under this Section or Section XIX (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). SDs shall segregate and clearly identify all Records or parts thereof submitted under this CD for which SDs assert business confidentiality claims. Records that SDs claim 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 SDs 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 SDs.

89. If relevant to the proceeding, the Parties agree that validated sampling or monitoring data generated in accordance with the SOW and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this CD.

90. Notwithstanding any provision of this CD, Plaintiff 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.

XIX. RETENTION OF RECORDS

91. Until 10 years after EPA's Certification of Work Completion under ¶ 4.8 (Certification of Work Completion) of the SOW, each SD shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that SDs who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each SD must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each SD (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned

Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

92. At the conclusion of this record retention period, SDs shall notify the United States at least 90 days prior to the destruction of any such Records, and, upon request by the United States, and except as provided in ¶ 87 (Privileged and Protected Claims), SDs shall deliver any such Records to EPA.

93. Each SD certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), and Section 3007 of RCRA, 42 U.S.C. § 6927, and State law.

XX. NOTICES AND SUBMISSIONS

94. All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, and requests specified in this CD must be in writing unless otherwise specified. Whenever, under this CD, notice is required to be given, or a report or other document is required to be sent, by one Party to another, it must be directed to the person(s) specified below at the address(es) specified below. Any Party may change the person and/or address applicable to it by providing notice of such change to all Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Notices required to be sent to EPA, and not to the United States, should not be sent to the DOJ. SDs shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the CD regarding such Party.

As to the United States:

EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
eescdcopy.enrd@usdoj.gov
Re: DJ # 90-11-3-194/2

As to EPA:	Joseph LeMay Remedial Project Manager Wells G&H Superfund Site Office of Site Remediation and Restoration U.S. EPA- Region 1 5 Post Office Square Suite 100 Mail Code OSRR07-4 Boston, MA 02109-3912 lemay.joe@epa.gov
As to the Regional Finance Office:	U.S. EPA - Region 1 OSRR Records & Information Center Financial Assurance Repository 5 Post Office Square (OSRR02-3) Boston, MA 02109-3912
At to EPA Cincinnati Finance Center:	EPA Cincinnati Finance Center 26 W. Martin Luther King Drive Cincinnati, OH 45268 cinwd_acctsreceivable@epa.gov
As to the State:	Jennifer McWeeney Project Manager MassDEP 1 Winter Street, 6th Floor Boston, MA 02109 Jennifer.Mcweeney@state.ma.us
As to SDs:	[name] SDs' Project Coordinator [address] [email] [phone]

XXI. RETENTION OF JURISDICTION

95. This Court retains jurisdiction over both the subject matter of this CD and SDs for the duration of the performance of the terms and provisions of this CD for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this CD, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIII (Dispute Resolution).

XXII. APPENDICES

96. The following appendices are attached to and incorporated into this CD:

"Appendix A" is the ROD.

"Appendix B" is the SOW.

"Appendix C1" is the map of the Site.

"Appendix C2" is the map(s) of OU4 (Southwest Properties) of the Site.

"Appendix D" is the complete list of SDs.

"Appendix E" is the draft form of Notice of Activity and Use Limitation and Institutional Control Design Statement.

XXIII. MODIFICATION

97. Except as provided in ¶ 13 (Modification of SOW or Related Deliverables), material modifications to this CD, including the SOW, shall be in writing, signed by the United States and SDs, and shall be effective upon approval by the Court. Except as provided in ¶ 13, non-material modifications to this CD, including the SOW, shall be in writing and shall be effective when signed by duly authorized representatives of the United States and SDs. A modification to the SOW shall be considered material if it implements a ROD amendment that fundamentally alters the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(ii). Before providing its approval to any modification to the SOW, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

98. Nothing in this CD shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this CD.

XXIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

99. This CD shall be lodged with the Court for at least 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the CD disclose facts or considerations that indicate that the CD is inappropriate, improper, or inadequate. SDs consent to the entry of this CD without further notice.

100. If for any reason the Court should decline to approve this CD in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXV. SIGNATORIES/SERVICE

101. Each undersigned representative of a SD to this CD and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this CD and to execute and legally bind such Party to this document.

102. Each SD agrees not to oppose entry of this CD by this Court or to challenge any provision of this CD unless the United States has notified SDs in writing that it no longer supports entry of the CD.

103. Each SD shall identify, on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this CD. SDs agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. SDs need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this CD.

XXVI. FINAL JUDGMENT

104. This CD and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties regarding the settlement embodied in the CD. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this CD.

105. Upon entry of this CD by the Court, this CD shall constitute a final judgment between and among the United States and SDs. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS __ DAY OF _____, 2018.

_____
United States District Judge

Signature Page for CD regarding OU4 of the Wells G&H Superfund Site

FOR THE UNITED STATES OF AMERICA:

_____
Dated

_____
Jeffrey Wood
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

_____
David L. Weigert
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611
Phone: (202) 514-0133
Fax: (202) 616-2427

Signature Page for CD regarding OU4 of the Wells G&H Superfund Site

_____
Bryan Olson
Director, Office of Site Remediation and Restoration
U.S. Environmental Protection Agency
Region 1

_____
Susan Scott
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region 1

_____
Man Chak Ng
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region 1

Signature Page for CD regarding Southwest Properties of the Wells G&H Superfund Site

FOR _____:
[Print name of Settling Defendant]

_____
Dated

_____
Name (print):
Title:
Address:

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Company: _____
Address: _____
_____
Phone: _____
email: _____

APPENDIX A

RECORD OF DECISION

(intentionally omitted in this draft)

APPENDIX B

STATEMENT OF WORK

APPENDIX C1

MAP OF THE SITE

(intentionally omitted in this draft)

APPENDIX C2

MAP(S) OF OU4, SOUTHWEST PROPERTIES

(intentionally omitted in this draft)

APPENDIX D

LIST OF SETTLING DEFENDANTS

(intentionally omitted in this draft)

APPENDIX E

FORM OF NOTICE OF ACTIVITY AND USE LIMITATION

AND

INSTITUTIONAL CONTROL DESIGN STATEMENT

(intentionally omitted in this draft)

REMEDIAL DESIGN / REMEDIAL ACTION

STATEMENT OF WORK

WELLS G&H SUPERFUND SITE

SOUTHWEST PROPERTIES

OPERABLE UNIT 4

Woburn, Middlesex County, Massachusetts

EPA Region 1

Prepared by:

United States Environmental Protection Agency

Region 1 – New England

Boston, MA

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1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work at the Southwest Properties (SWP), Operable Unit 4 (OU4), Wells G&H Superfund Site, in Woburn, Massachusetts, consistent with the *Record of Decision, Southwest Properties, Wells G&H Superfund Site, Operable Unit 4* (ROD), issued by the United States Environmental Protection Agency (EPA) on September 29, 2017. Oversight of the Work, including review, comment, and approval of submittals, shall be conducted by EPA, in consultation with the Massachusetts Department of Environmental Protection (MassDEP), as further defined in Section 8 of this SOW.

1.2 Structure of the SOW

- Section 2 (Community Involvement) sets forth EPA's and Settling Defendants' (SDs') responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the Remedial Design (RD), which includes the submission of specified primary deliverables.
- Section 4 (Remedial Action) sets forth requirements regarding the completion of the Remedial Action (RA), including primary deliverables related to completion of the RA.
- Section 5 (Reporting) sets forth SDs' reporting obligations.
- Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding SDs' 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 web addresses.

1.3 The Scope of the Remedy includes the actions described in the Part 2, Section L of the ROD, including excavation and off-site disposal of contaminated soil, excavation and off-site disposal of Non-Aqueous Phase Liquid (NAPL) and NAPL-impacted soils, backfilling soil and NAPL excavations below the water table with soil amendments (*e.g.*, Zero-Valent Iron (ZVI)), construction of impermeable caps, containment and cleanup of groundwater contaminants by pumping and treating the groundwater, excavation and off-site disposal of contaminated wetland sediment / soil and wetland restoration, operation and maintenance, long-term monitoring, five-year reviews, and institutional controls.

1.4 The terms used in this SOW that are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9601-9675, in the National Oil and Hazardous Substances Pollution Contingency Plan, as amended (NCP), 40 C.F.R. Part 300, or in the Consent Decree (CD), have the meanings assigned to them in CERCLA, in such regulations, or in the CD, 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 herein.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

(a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. Previously during the initial Remedial Investigation for the Site, EPA developed a Community Relations Plan, now known as the Community Involvement Plan (CIP), for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities during the Work that are not already addressed or provided for in the existing CIP. In 2003, EPA issued a Technical Assistance Grant (TAG) to the Aberjona Study Coalition (ASC) for the Site. EPA will continue to coordinate with the community regarding OU4 and the Site, including any TAG, any use of the Technical Assistance Services for Communities (TASC) contract, and/or any Technical Assistance Plan (TAP).

(b) If requested by EPA, SDs shall support EPA's community involvement activities. This may include 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 OU4. SDs' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities designated by EPA, to provide them with a reasonable opportunity for review and comment. EPA may describe in its CIP SDs' responsibilities for community involvement activities. All community involvement activities conducted by SDs at EPA's request are subject to EPA's oversight.

(c) **SDs' Community Involvement Coordinator**. If requested by EPA, SDs shall, within 15 days, designate and notify EPA of SDs' Community Involvement Coordinator (SDs' CI Coordinator). SDs may hire a contractor for this purpose. SDs' notice must include the name, title, and qualifications of the SDs' CI Coordinator. SDs' 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 OU4.

3. REMEDIAL DESIGN

3.1 RD Work Plan. SDs shall submit an RD Work Plan (RDWP) for EPA approval. The RDWP must include:

(a) Plans for implementing all RD activities identified in this SOW, in the RDWP, or required by EPA to be conducted to develop the RD;

(b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;

(c) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the RA as necessary to implement the Work;

(d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;

(e) Descriptions of any areas requiring clarification and/or anticipated problems (*e.g.*, data gaps);

(f) Description of the Pre-Design Investigation (PDI) (see ¶ 3.3 below);

(g) Descriptions of any applicable permitting requirements and other regulatory requirements, including any required consultations with other state or federal agencies;

(h) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases, and/or easements; and

(i) The supporting deliverables described in ¶ 3.3 (Pre-Design Investigation) and ¶ 6.7 (Supporting Deliverables).

3.2 SDs shall meet at least once per month with EPA to discuss design issues as necessary, as directed or determined by EPA. Meetings may be conducted via teleconference, if approved by EPA.

3.3 **Pre-Design Investigation**. The purpose of the PDI is to address data gaps by conducting additional field investigations to support the RD and the RA.

(a) **PDI Work Plan**. SDs shall submit a PDI Work Plan (PDIWP) for EPA approval. The PDIWP must include:

(1) An evaluation and summary of existing data and description of data gaps;

(2) A sampling plan including media (*e.g.*, soils, wetland sediments / soils, groundwater, NAPL) to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples. The sampling in this plan shall, among other things:

(i) further define the horizontal and vertical extents of soil contamination, including polychlorinated biphenyls (PCBs) at

concentrations greater than or equal to 50 milligram per kilogram (mg/kg);

(ii) further define the extent of NAPL and NAPL-impacted soils;

(iii) define the horizontal and vertical extents of groundwater contamination exceeding cleanup levels, which will assist in the development of the groundwater treatment system design; and

(iv) define the vertical and horizontal extent of wetland sediment / soil contamination exceeding cleanup levels.

(3) Cross references to quality assurance / quality control (QA/QC) requirements set forth in the Quality Assurance Project Plan (QAPP) as described in ¶ 6.7(d);

(4) PDI activities and groundwater sampling to assist in groundwater treatment system design, which may include treatment components such as bag filters, activated carbon vessels, metals polishing vessels, air strippers, vapor phase activated carbon, *etc*., and to determine the pumping rates, locations and depth of extraction wells;

(5) Identification of potential locations for a groundwater treatment facility;

(6) An evaluation of the Wildwood Source Area Property groundwater treatment system plant, taking into consideration its age and upgrade potential, to accommodate and adequately treat extracted groundwater from the SWP in lieu of constructing a groundwater treatment plant on the SWP (while continuing to treat extracted groundwater from the Wildwood Source Area Property);

(7) Investigations to understand the structural integrity of the Whitney Building and, as necessary, any other buildings and the potential presence of hazardous building materials for abatement / management;

(8) Inspections of existing building foundations (*e.g.*, concrete floor slabs, concrete foundations) within the SWP to serve as adequate protective cap for soils above the action levels;

(9) Investigations to further characterize the extent of contamination (including *in-situ* sampling of PCBs) and within excavated soils / sediment / NAPL that will be managed on-site based on contaminant characteristics, prior to being transferred off-site for disposal at a properly licensed facility;

(10) Investigations to determine the location of the soil cap(s);

(11) Bench scale testing of soil amendments (*e.g.*, ZVI) for backfill associated with the soil and NAPL remediation to treat and mitigate localized soil and groundwater contamination (with emphasis on reducing chlorinated volatile organic compounds (VOCs));

(12) Preliminary survey including updated topographic and property boundary survey of the parcels associated with OU4 to support the RA. Integrate the survey with the existing RI survey to the extent feasible; and

(13) The supporting deliverables described in ¶ 6.7 (Supporting Deliverables).

(b) Following the PDI, SDs shall submit a PDI Evaluation Report for EPA approval. This report must include:

(1) Summary of the investigations performed;

(2) Summary of investigation results;

(3) Summary of validated data (*i.e.*, tables and graphics);

(4) Data validation reports and laboratory data reports;

(5) Narrative interpretation of data and results;

(6) Results of statistical and modeling analyses;

(7) Photographs documenting the work conducted; and

(8) Conclusions and recommendations for RD, including design parameters and criteria.

(c) EPA may require SDs to supplement the PDI Evaluation Report and/or to perform additional PDI or studies.

3.4 Preliminary (30%) RD. SDs shall submit a Preliminary (30%) RD for EPA approval. The Preliminary RD must include:

(a) A design criteria report, as described in the *Remedial Design / Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);

(b) Preliminary drawings and specifications;

(c) Descriptions of permit requirements, if applicable;

(d) A Preliminary Sequencing Plan for implementing the RA in a manner that minimizes disruptions to on-going business operations, to the extent practical, including determining whether existing businesses on the properties will need to be relocated. In addition, the Preliminary Sequencing Plan should consider: (1)

efficiently utilizing the acreage on the SWP for implementing the RA (*e.g.*, lay down area; soil / sediment management area (including excavated material within the SWP and clean material imported from off-site sources / burrows); dewatering treatment system area; Health and Safety (H&S) Exclusion Zone(s); Contaminant Reduction Zone(s), Support Zones; *etc*.); and (2) eliminating the principal threat waste source soils and NAPLs prior to operating the groundwater component of the RA to avoid compromising the efficiency, effectiveness and timeframe for the RA's cleanup of the groundwater.

(e) Preliminary O&M Plan and O&M Manual;

(f) 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);

(g) A description of monitoring and control measures to protect human health and the environment, such as air monitoring plan, dust and odor control plan, and erosion and sedimentation control plan, during the RA;

(h) Any proposed revisions to the RA Schedule that is set forth in ¶ 7.3 (RA Schedule); and

(i) Updates for all supporting deliverables required to accompany the RDWP, PDIWP, and the additional supporting deliverables described in ¶ 6.7 (Supporting Deliverables).

3.5 **Pre-Final (95%) RD**. SDs shall submit the Pre-final (95%) RD for EPA's approval. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Preliminary (30%) RD. The Pre-final RD will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

(a) 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 MasterFormat, 2016 edition;

(b) A survey and engineering drawings showing existing OU4 features, such as elements, property borders, easements, and OU4 conditions;

(c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary RD;

(d) Specifications for photographic documentation of the RA; and

(e) Updates of all supporting deliverables required to accompany the Preliminary (30%) RD.

3.6 **Final (100%) RD**. SDs shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA's comments on the Pre-final RD and must include final versions of all Pre-final RD deliverables. The Final (100%) RD shall also include in an appendix (or appendices) all the supporting data and documentation collected during the PDI and RD.

4. REMEDIAL ACTION

4.1 **RA Work Plan**. SDs shall submit a RA Work Plan (RAWP) for EPA approval that includes:

(a) A proposed RA Construction Schedule in Gantt Chart format, including critical path;

(b) An updated Health and Safety Plan (HASP) that covers activities during the RA; and

(c) The deliverables described in ¶ 6.7 (Supporting Deliverables).

4.2 **Meetings and Inspections**

(a) **Preconstruction Conference**. SDs shall hold a preconstruction conference with EPA and others as directed or approved by EPA and as described in the *Remedial Design / Remedial Action Handbook*, EPA 540/R-95/059 (June 1995). SDs 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), SDs shall meet at least once per week with EPA, and others as directed or determined by EPA, to discuss construction issues. SDs shall distribute an agenda and list of attendees to all Parties prior to each meeting. SDs shall prepare minutes of the meetings and shall distribute the minutes to all Parties.

(c) **Inspections**

(1) EPA or its representative shall conduct periodic inspections of, and may have a daily on-site presence, during the Work. At EPA's request, the Supervising Contractor or other designee shall accompany EPA or its representative during inspections.

(2) SDs shall provide office space at the SWP for EPA personnel to perform their oversight duties. The minimum office requirements are a private office with at least 150 square feet of floor space, an office table / desk with four chairs, a file cabinet, power (*e.g.*, lights, plug-in electrical outlets), heat and air conditioning, and access to wireless internet and sanitation facilities.

(3) Consistent with the HASP, or unless otherwise determined, SDs shall provide commonly dispensable, expendable or disposable personal

protective equipment (*e.g.*, Tyvek material, rubber boot covers, gloves, safety vest, insect repellent, and drinking water) needed for inspection personnel (*e.g.*, SDs' Project Coordinator, EPA, EPA contractors, and any oversight officials) to perform their oversight duties.

(4) Upon notification by EPA of any deficiencies in the RA Construction, SDs 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 RAWP. If applicable, SDs shall comply with any schedule provided by EPA in its notice of deficiency.

4.3 Emergency Response and Reporting

(a) **Emergency Response and Reporting**. 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 SWP and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, SDs shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 4.3(c)) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the HASP, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.

(b) **Release Reporting**. Upon the occurrence of any event during performance of the Work that SDs are 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, SDs shall immediately notify the authorized EPA officer orally.

(c) The "authorized EPA officer" for purposes of immediate oral notifications and consultations under ¶ 4.3(a) and ¶ 4.3(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA Emergency Planning and Response Branch, Region 1 (if neither the EPA Project Coordinator nor the EPA Alternate Project Coordinator is available).

(d) For any event covered by ¶ 4.3(a) and ¶ 4.3(b), SDs shall: (1) within 14 days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.

(e) The reporting requirements under ¶ 4.3 are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

4.4 Off-Site Shipments

(a) SDs may ship hazardous substances, pollutants, and contaminants from the SWP to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. SDs will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if SDs obtain 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) SDs may ship Waste Material from the SWP to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The 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. SDs also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. SDs shall provide the notice after the award of the contract for RA construction and before the Waste Material is shipped.

(c) SDs may ship Investigation Derived Waste (IDW) from the SWP to an off-Site facility only if they comply 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 ROD. Wastes shipped off-Site to a laboratory for characterization, and RCRA-defined 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.

4.5 RA Construction Completion

(a) For purposes of this ¶ 4.5, "RA Construction" comprises, for the construction and operation of a groundwater pumping and treatment system to contain and clean up groundwater contaminants and achieve Performance Standards (groundwater pump and treat system), the construction of such system and the performance of all activities necessary for the system to function properly and as designed. For all other components of the RA, "RA Construction" shall mean that point at which Performance Standards are met at the completion of construction.

(b) **Inspection of Constructed Remedy**. SDs shall schedule an inspection to review the completion of construction of the RA, including the construction and operation of the groundwater pump and treat system, and to review whether the

groundwater pump and treat system is functioning properly and as designed. The inspection must be attended by SDs and EPA and/or their representatives. A re-inspection must be conducted if requested by EPA.

(c) **Shakedown Period**. For the construction and operation of the groundwater pump and treat system, there shall be a shakedown period of up to one year for EPA to review whether the system is functioning properly and performing as designed. SDs shall provide such information as EPA requests for such review.

(d) **RA Report**. SDs shall submit an "RA Report" requesting EPA's determination that RA Construction has been completed. The RA Report must: (1) include statements by a registered professional engineer and by SDs' Project Coordinator that the RA is complete. For the construction and operation of the groundwater pump and treat system, the RA Report shall include, following the shakedown period: (i) statements by a registered professional engineer and by SDs' Project Coordinator that construction of the system is complete and that the system is functioning properly and as designed; and (ii) a demonstration, and supporting documentation, that construction of the system is complete and that the system is functioning properly and as designed; (2) include as-built drawings signed and stamped by a registered professional engineer; (3) be prepared in accordance with Chapter 2 (Remedial Action Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011), as supplemented by *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017); and (4) be certified in accordance with ¶ 6.5 (Certification).

(e) If EPA determines that RA Construction is not complete, EPA shall so notify SDs. EPA's notice must include a description of, and schedule for, the activities that SDs must perform to complete RA Construction. EPA's notice may include a schedule for completion of such activities or may require SDs to submit a proposed schedule for EPA approval. SDs shall perform all activities described in the EPA notice in accordance with the schedule.

(f) If EPA determines, based on the initial or any subsequent RA Report, that RA Construction is complete, EPA shall so notify SDs.

4.6 Certification of RA Completion.

(a) **Monitoring Report**. SDs shall submit a Monitoring Report to EPA requesting EPA's Certification of RA Completion. The report must: (1) include certifications by a registered professional engineer and by SD's Project Coordinator that the RA is complete; (2) be prepared in accordance with Chapter 2 (Remedial Action Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011), as supplemented by *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017); (3) contain monitoring data to demonstrate that Performance Standards have been achieved; and (4) be certified in accordance with ¶ 6.5 (Certification).

(b) If EPA concludes that the RA is not Complete, EPA shall so notify SDs. EPA's notice must include a description of any deficiencies. EPA's notice may include a schedule for addressing such deficiencies or may require SDs to submit a schedule for EPA approval. SDs shall perform all activities described in the notice in accordance with the schedule.

(c) If EPA concludes, based on the initial or any subsequent Monitoring Report requesting Certification of RA Completion, that the RA is Complete, EPA shall so certify to SDs. This certification will constitute the Certification of RA Completion for purposes of the CD, including Section XV of the CD (Covenants by Plaintiff). Certification of RA Completion will not affect SDs' remaining obligations under the CD.

4.7 Periodic Review Support Plan (PRSP). SDs shall submit the PRSP for EPA approval. The PRSP addresses the studies and investigations that SDs shall conduct to support EPA's reviews of whether the RA is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) (also known as "Five-year Reviews"). SDs shall develop the plan in accordance with *Comprehensive Five-year Review Guidance*, OSWER 9355.7-03B-P (June 2001), and any other relevant five-year review guidance.

4.8 Certification of Work Completion

(a) **Work Completion Inspection**. SDs shall schedule an inspection for the purpose of obtaining EPA's Certification of Work Completion. The inspection must be attended by SDs and EPA and/or their representatives.

(b) **Work Completion Report**. Following the inspection, SDs shall submit a report to EPA requesting EPA's Certification of Work Completion. The report must: (1) include certifications by a registered professional engineer and by SDs' Project Coordinator that the Work, including all O&M activities, is complete; and (2) be certified in accordance with ¶ 6.5 (Certification).

(c) If EPA concludes that the Work is not complete, EPA shall so notify SDs. EPA's notice must include a description of the activities that SDs must perform to complete the Work. EPA's notice must include specifications and a schedule for such activities or must require SDs to submit specifications and a schedule for EPA approval. SDs shall perform all activities described in the notice or in the EPA-approved specifications and schedule.

(d) If EPA concludes, based on the initial or any subsequent report requesting Certification of Work Completion, that the Work is complete, EPA shall so certify in writing to SDs. Issuance of the Certification of Work Completion does not affect the following continuing obligations: (1) activities under the Periodic Review Support Plan; (2) obligations under Sections VIII (Property Requirements), XIX (Retention of Records), and XVIII (Access to Information)

of the CD; (3) Institutional Controls obligations as provided in the CD and the ICIAP; and (4) reimbursement of EPA's Future Response Costs under Section X (Payments for Response Costs) of the CD.

5. REPORTING

5.1 **Progress Reports**. Commencing with the month following lodging of the CD and until EPA approves the RA Completion, SDs shall submit progress reports to EPA on a monthly basis, 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 CD;

(b) A summary of all results of sampling, tests, and all other data received or generated by SDs;

(c) A description of all deliverables that SDs submitted to EPA;

(d) A description of all activities relating to RA Construction that are scheduled for the next six weeks;

(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 SDs have proposed or that have been approved by EPA; and

(g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) as may be required by EPA during the reporting period and those to be undertaken in the next six weeks.

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, SDs shall notify EPA of such change at least 7 days before performance of the activity.

6. DELIVERABLES

6.1 **Applicability**. SDs 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 ¶ 94 of the CD, 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. SDs shall submit all deliverables to EPA in electronic form. 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", SDs shall also provide EPA with paper copies of such exhibits.

6.4 **Technical Specifications**

(a) Sampling and monitoring data should be submitted in standard regional Electronic Data Deliverable (EDD) format. 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 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.

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

(d) Spatial data submitted by SDs does not, and is not intended to, define the boundaries of the SWP.

6.5 **Certification**. All deliverables that require compliance with this ¶ 6.5 must be signed by the SDs' Project Coordinator, or other responsible official of SDs, 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 CD 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; 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), SDs shall, within 14 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, requiring SDs 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 CD; and (2) SDs shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.6(a) or ¶ 6.6(b) does not relieve SDs of any liability for stipulated penalties under Section XIV (Stipulated Penalties) of the CD.

6.7 Supporting Deliverables. SDs shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. SDs shall develop the deliverables in accordance with all applicable regulations, guidances, and policies (see

Section 9 (References)). SDs shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA.

(a) **Health and Safety Plan**. The 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. SDs 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 OU4 (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 ¶ 4.3(b) (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 Paragraph 11 (Emergencies and Releases) of the CD in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the SWP 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. SDs 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 SDs' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. SDs 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 though 900C (Mar. 2005). The QAPP also must include procedures:

(1) To ensure that EPA and the State and their authorized representatives have reasonable access to laboratories used by SDs in implementing the CD (SDs' Labs);

(2) To ensure that SDs' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;

(3) To ensure that SDs' 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 SDs' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;

(5) For SDs to provide EPA and the State with notice at least 21 days prior to any sample collection activity;

(6) For SDs to provide split samples and/or duplicate samples to EPA and the State upon request;

(7) For EPA and the State to take any additional samples that they deem necessary;

(8) For EPA and the State to provide to SDs, upon request, split samples and/or duplicate samples in connection with EPA's or the State's oversight sampling; and

(9) For SDs to submit to EPA and the State all sampling and tests results and other data in connection with the implementation of the CD.

(e) **Demonstration of Compliance Plan (DOCP)**. The DOCP describes in detail all activities that shall be conducted to comply with and/or to demonstrate compliance with all of: (1) the Remedial Action Objectives as defined in Part 2, Section H of the ROD; (2) the federal and any more stringent State Applicable or Relevant and Appropriate Requirements (ARARs), and risk-based standards or remedial requirements developed using To Be Considered policies, advisories, criteria, and guidance documents (TBCs) that pertain to OU4 (as identified in Appendix D Tables in the ROD); and (3) Performance Standards including cleanup levels as described in Part 2, Section L of the ROD.

(1) Remedial Action Objectives.

(2) For ARARs and TBCs, the DOCP shall reference Appendix D ARARs / TBC tables from the ROD:

(i) Specify in detail all activities that will be conducted to comply with the ARAR or the standards / remedial requirements developed using a TBC; and

(ii) Specify in detail all activities that will be conducted to demonstrate compliance with the ARAR or the risk-based standards / remedial requirements developed using the TBC.

(3) Performance Standards.

(4) When sampling and analysis is conducted to demonstrate compliance, the DOCP shall, as practicable, augment and/or reference the Environmental Monitoring Plan in ¶ 6.7(f) below, and specify:

(i) Sampling locations;

(ii) Sampling frequency;

(iii) Sampling methods;

(iv) Analytical methods; and

(v) QA/QC activities; and

(vi) Statistical analysis and/or modeling and/or other data interpretation techniques.

(5) The DOCP shall also include all of the construction QA/QC testing and documentation required to demonstrate that the RA was properly

implemented. The construction QA/QC component in the DOCP shall augment and/or reference Construction Quality Assurance / Quality Control Plan in ¶ 6.7(k) below, and include, at a minimum:

(i) Checklists for establishing that the required tests and inspections were performed;

(ii) Standard operational procedures for all field and laboratory tests;

(iii) The QA/QC plan for all field and laboratory tests; and

(iv) Reference stormwater, erosion and sediment control plans to the extent that permitting and/or monitoring and maintenance may be required.

(f) **Environmental Monitoring Plan**. The purpose of the Environmental Monitoring Plan (EMP) is: (i) to obtain information through short- and long- term monitoring in order to determine and assure remedy protectiveness, and to analyze the movement of and changes to contamination throughout OU4 during implementation of the RA; (ii) to obtain information regarding contamination levels to determine whether Performance Standards are achieved; and (iii) to gather information/data to determine whether or not to perform additional actions, including further monitoring. The EMP must include:

(1) Description of the environmental media and types of field parameters to be monitored;

(2) 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;

(3) Description of how performance data will be analyzed, interpreted, and reported, and/or other OU4-related requirements;

(4) Description of verification sampling procedures;

(5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies; and

(6) 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) in the event that results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).

(g) **Sequencing Plan**. The Sequencing Plan describes the RA implementation in a manner that minimizes disruptions to on-going business operations, to the extent practicable, including determining whether existing businesses on the properties will need to be relocated. The Sequencing Plan should describe the process for demolition of all or part of the Whitney Building, including removal of any contaminated media (*e.g.*, asbestos) prior to demolition.

(h) **Soil / Sediment Management Plan**. The Soil / Sediment Management Plan describes how excavated soils, wetland sediments and soils, and NAPL / NAPL-impacted soils will be managed. The plan must include location and design of soil management area, dewatering, collecting and treating water from the soil / sediment management area, adding amendments, such as Portland Cement, to the excavated soil / sediment to meet off-site disposal facility standards, if required.

(i) **Dewatering and Treatment System Plan**. Plan describes dewatering and treatment activities during the RA construction for excavation and excavated soils, wetland sediments and soils, and NAPL / NAPL-impacted soils that require dewatering.

(j) **Wetland Restoration Plan**. The Wetland Restoration Plan describes the restoration process to achieve Performance Standards for the Murphy Wetland.

(k) **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 that will be implemented 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 Performance Standards required to be met to achieve Completion of the RA;

(3) Describe the activities to be performed: (i) to provide confidence that Performance Standards will be met; and (ii) to determine whether Performance Standards 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.

(l) **Transportation and Off-Site Disposal Plan**. The Transportation and Off-Site Disposal Plan (TODP) describes plans to ensure compliance with ¶ 4.4 (Off-Site Shipments). The TODP must include:

(1) Proposed routes for off-site shipment of Waste Material;

(2) Identification of communities affected by shipment of Waste Material; and

(3) Description of plans to minimize impacts on affected communities.

(m) **O&M Plan**. The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. SDs shall develop the O&M Plan in accordance with *Operation and Maintenance in the Superfund Program*, OSWER 9200.1-37FS, EPA/540/F-01/004 (May 2001) and *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017). The O&M Plan must include the following additional requirements:

(1) Description of Performance Standards required to be met to implement the ROD;

(2) Description of activities to be performed: (i) to provide confidence that Performance Standards will be met; and (ii) to determine whether Performance Standards have been met;

(3) **O&M Reporting**. Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;

(4) Description of corrective action in case of systems failure, including: (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve Performance Standards; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and

(5) Description of corrective action to be implemented in the event that Performance Standards are not achieved; and a schedule for implementing these corrective actions.

(n) **O&M Manual**. The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. SDs shall develop the O&M Manual in accordance with *Operation and Maintenance in the Superfund Program*, OSWER 9200.1-37FS, EPA/540/F-01/004 (May 2001) and *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017).

(o) **Institutional Controls Implementation and Assurance Plan**.

The Institutional Controls Implementation and Assurance Plan (ICIAP) describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at the SWP, in accordance with Part 2, Section L of the ROD and Section VIII of the Consent Decree. The SDs shall develop the ICIAP 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 ICIAP must include the following additional requirements:

(1) 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; and

(2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) Survey guidelines and Massachusetts Registry of Deeds recording standards, and certified by a licensed surveyor.

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. SDs 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	RDWP	3.1	30 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ 9.c
2	PDIWP	3.3(a)	30 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ 9.c
3	Preliminary (30%) RD	3.4, 3.3(b)	30 days after EPA approval of PDI Evaluation Report
4	Pre-final (95%) RD	3.5	30 days after EPA approval of Preliminary RD
5	Final (100%) RD	3.6	14 days after EPA comments on Pre-final RD

7.3 RA Schedule

	Description of Deliverable / Task	¶ Ref.	Deadline
1	Award RA contract		30 days after EPA Notice of Authorization to Proceed with RA
2	RAWP	4.1	30 days after EPA Notice of Authorization to Proceed with RA
3	Pre-Construction Conference	4.2(a)	10 days after approval of RAWP
4	Start of Construction		30 days after approval of RAWP
5	Construction Inspection	4.5(b)	30 days after completion of construction of the RA, including the construction and operation of the groundwater pump and treat system
6	RA Report	4.5(d)	To be determined following shakedown period
7	Monitoring Report	4.6(a)	Upon SDs' request to EPA for Certification of RA Completion
8	Work Completion Report	4.8(b)	30 days after Work Completion Inspection
9	Periodic Review Support Plan	4.7	As determined by EPA

8. STATE PARTICIPATION

8.1 **Copies**. SDs shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State addressed to the MassDEP Project Manager for the Wells G&H Superfund Site, 1 Winter Street, Boston, MA 02108. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to SDs, 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 Construction Phase under ¶ 4.5 (RA Construction Completion), any disapproval of, or Certification of RA Completion under ¶ 4.6 (Certification of RA Completion), and any disapproval of, or Certification of Work Completion under ¶ 4.8 (Certification of Work 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) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).

(d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).

(e) 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).

(f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).

(g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).

(h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).

(i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).

(j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).

(k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).

(l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).

(m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).

(n) Operation and Maintenance in the Superfund Program, OSWER 9200.1 37FS, EPA/540/F-01/004 (May 2001).

(o) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).

(p) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).

(q) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).

(r) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).

(s) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A though 900C (Mar. 2005).

(t) Superfund Community Involvement Handbook, EPA/540/K 05/003 (Apr. 2005).

(u) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).

(v) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).

(w) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).

(x) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).

(y) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).

(z) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at http://www.epa.gov/geospatial/policies.html and http://www2.epa.gov/sites/production/files/2014-08/documents/national_geospatial_data_policy_0.pdf.

(aa) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).

(bb) Principles for Greener Cleanups (Aug. 2009), https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups.

(cc) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).

(dd) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).

(ee) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).

(ff) Recommended Evaluation of Institutional Controls: Supplement to the "Comprehensive Five-Year Review Guidance," OSWER 9355.7-18 (Sep. 2011).

(gg) Construction Specifications Institute's MasterFormat, 2016 edition , available from https://www.csiresources.org/home.

(hh) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)

(ii) 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).

(jj) 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).

(kk) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), https://response.epa.gov/_HealthSafetyManual/manual-index.htm

(ll) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).

(mm) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).

(nn) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).

(oo) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017), https://www.epa.gov/superfund/superfund-post-construction-completion.

(pp) Final Model Notice of Activity and Use Limitation (NAUL), MassDEP, October 31, 2014.

(qq) Final Model IC Design Statement (Attachment to the Model Federal NAUL), MassDEP, October 31, 2014.

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

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

Test Methods Collections: https://www.epa.gov/measurements/collection-methods

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

ENCLOSURE D

Certified By Financial Management Office

Itemized Cost Summary

WELLS G & H, WOBURN, MA SITE ID = 01 46

UNRECOVERED COSTS THROUGH SEPTEMBER 30, 2017

REGIONAL PAYROLL COSTS	$186,915.01
HEADQUARTERS PAYROLL COSTS	$206.66
INTERAGENCY AGREEMENT (IAG) COSTS	
ARMY CORPS OF ENGINEERS (DW96940206)	$2,581.71
OTHER CONTRACT COSTS	
TECHLAW, INC. (3Z0247NBLX)	$176,672.42
TECHLAW, INC. (EP061000025)	$74,996.84
EPA INDIRECT COSTS	$162,859.97
Total Site Costs:	$604,232.61

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28359

280 Salem Street, LLC

1. 280 Salem Street, LLC is listed as the owner of certain parcels of land which are within the area that is now known as Operable Unit 4 (Southwest Properties) of the Wells G&H Superfund Site (hereinafter referred to as the "Site"). These parcels are described in a deed located at Book 33882, Page 233 in the Middlesex County South Registry of Deeds. These parcels collectively consist of approximately 6.51 acres of land (hereinafter referred to as the "Property"). The street addresses for the Property are 270 Salem Street (Map 38, Block 01, Unit 05) and 280 Salem Street (Map 38, Block 01, Unit 06), Woburn, MA (*a.k.a.*, 278-280 Salem Street). (SEMS 457530; SEMS 596287; SEMS 595610; SEMS 595611).

2. The Property was formerly known as the Cliff Boutwell's Aberjona Auto Parts, Inc. ("CB Aberjona"), and later as the Aberjona Auto Parts, Inc. ("Aberjona") facility. The facility primarily operated as a salvage yard for automobile parts beginning in 1946 until the late 1990s. During its operation, the Property contained several hundred junked automobiles, tires, and miscellaneous car parts. CB Aberjona and Aberjona purchased wrecked or used vehicles, reconditioned them or salvaged their parts, and sold the reconditioned vehicles and parts. According to a 1980 site investigation conducted by Ecology & Environment, Inc. ("E&E") and supplemented in 1985 by NUS Corporation, EPA's contractors, the company began a degreasing operation for automobile parts in 1978. The automobile parts were placed on a concrete floor in a three-bay garage for degreasing using a degreaser by the name of ZEP-D-Grease. The degreaser was sprayed onto the parts, and the parts were left to soak and then were rinsed with water. The wash water and used degreasing solution emptied into a grease settling pit which was connected to a Metropolitan District Commission ("MDC") sewer line. William Boutwell informed E&E that spent solution in the grease pit was picked up by Murphy's Waste Oil in Woburn. Murphy's Waste Oil also removed waste oil from a 500-gallon underground storage tank at the southeast corner of the garage building. Beginning in 1978 or 1979, an oil/water separator was connected between the floor drain and the sewer to collect waste oils by gravity separation prior to discharge to the sewer system. According to Cliff Boutwell's 1988 CERCLA § 104(e) response, the spent solution in the oil water separator was picked up by Cyn Oil for reprocessing in 1987. Occasionally transmission fluid was drained from cars and mixed with degreaser solution and disposed of in the MDC sewer. (SEMS 485981; SEMS 485982; SEMS 596283; SEMS 596288).

3. E&E contacted the manufacturer of ZEP-D-Grease, Chem Central. A representative of Chem Central identified ZEP-D-Grease as lanasal Z-1, composed of 75% lanasal 100 and 25% #2 fuel oil. Based on the physical constants of lanasal 100, E&E determined that the solvent was very likely a blend of small percentages of benzene, toluene, xylene, and higher homologs. A sample later taken at the on-site manhole "indicated high levels of at

least four volatiles," including toluene and xylene. E&E posited that exfiltration from the MDC sewer may be occurring. (SEMS 485981).

4. During the inspection of the Property in 1980, E&E observed approximately 200 automobiles stored at the Property. Approximately ten empty 55 gallon drums were located in the garage area. William Boutwell stated that the drums had accumulated over a two or three-year period and originally contained degreasing solvents. (SEMS 485981).

5. Between September 1961 and 1967, five separate notices were sent by the Massachusetts Metropolitan Air Pollution Control District for violations related to the open burning of junked automobiles and associated debris at the Property. (SEMS 541095).

6. 280 Salem Street, LLC (f/k/a, or designated by, Apache, LLC) purchased the Property in October 2001 after entering into a September 19, 2001 Purchase and Sale Agreement with an Addendum acknowledging that it is purchasing the Property "as is" with knowledge of the Property's inclusion in the Site. On October 19, 2001, 280 Salem Street, LLC entered into an Environmental Defense and Indemnification Agreement to and for the benefit of Clifford Boutwell and the Estate of Grace Boutwell. In August 2003, 280 Salem Street, LLC notified EPA of its development plans at the Property and asked if EPA had any technical concerns regarding the proposed reuse of the Property. The proposed reuse involved the removal of all junked automobiles and other vehicles and parts from the Property, shallow excavations (less than 15 feet below ground surface) for the installation of underground utilities and construction of a detention basin and building/rink foundation, minor grading for pavement and parking, perimeter fence installation, and construction of the building and rinks. In May 2004, EPA provided comments and recommendations to 280 Salem Street, LLC indicating that conditions at the Property should not restrict the company from proceeding with the development plans and requesting that the company take actions to avoid or reduce the chance of releasing hazardous substances, pollutants or contaminants at or from the Property. EPA also notified 280 Salem Street, LLC that a remedy had not been selected for the portion of the Site that includes the Property and that the implementation of a remedy at the Site may require a modification of the actions specified in the letter and/or closure of the development operations. EPA further stated that its response and recommendations regarding the proposed reuse does not release 280 Salem Street, LLC from CERCLA liability and that the Agency reserves its rights to take enforcement actions with respect to the Property, including actions based on the company's status as current owner of the Property. (SEMS 596288; SEMS 596287; SEMS 457530).

7. 280 Salem Street, LLC cleared the Property of debris and built an ice rink on a portion of the Property. As of early 2014, the following businesses were operating at the Property: an auto repair facility, canine daycare operation, and a private athletic training facility in the main building. A portion of the outside space was being used for temporary storage of automobiles and landscaping equipment. The house on the Property is still used as a private residence. (SEMS 541095; SEMS 457530).

8. Hazardous substances have been found at the Site, including:

- metals (aluminum, antimony, arsenic, lead, cadmium, cobalt, iron, manganese, nickel, chromium, thallium, and vanadium), polychlorinated biphenyls (PCBs), pesticides (primarily 4,4-dichlorodiphenyldichloroethane [4,4-DDD]; 4,4-dichlorodiphenyltrichloroethane [4,4-DDT], and alpha and/or gamma chlordane), polycyclic aromatic hydrocarbons (PAHs) (naphthalene; 2-methylnaphthalene; benzo(a)anthracene; benzo(b)fluoranthene; benzo(k)fluoranthene; benzo(a)pyrene; indeno(1,2,3-cd)pyrene; dibenz(a,h)anthracene); volatile petroleum hydrocarbons (VPHs) (C9-C10 aromatics; C9-C18 aliphatics; C11-C22 aromatics); PCB TEQ; and chlorinated volatile organic compounds (CVOCs) in soil;
- CVOCs (trans-1,2-dichloroethene, trichloroethene (TCE), and tetrachloroethene), petroleum, BTEX compounds, PAHs (benzo(a)anthracene; benzo(b)fluoranthene; indeno(1,2,3-cd)pyrene; 2-methylnaphthalene; naphthalene), metals (aluminum, antimony, cadmium, chromium III, cobalt, lead, vanadium, manganese, arsenic, calcium, iron, magnesium, potassium, sodium and zinc), VPHs (C5-C8 aliphatics; C9-C12 aliphatics; C9-C10 aromatics; C9-C18 aliphatics; C11-C22 aromatics), VOCs (chlorobenzene; 1,2-dichlorobenzene; 1,3-dichlorobenzene; 1,4-dichlorobenzene; 1,1-dichloroethane; 1,2-dichloroethane; cis-1,2-dichloroethene; 1,1-dichloroethene; 1,4-dioxane; ethylbenzene; methyl tert butyl ether (MTBE); methylene chloride; 1,2,3-trichlorobenzene; 1,2,4-trichlorobenzene; 1,1,1-trichloroethane; 1,1,2-trichloroethane; vinyl chloride), total PCBs, PCB TEQ, pesticides (4,4'-DDD; 4,4'DDT; aldrin; alpha-BHC; alpha-chlordane; beta-BHC; delta-BHC; Dieldrin; Endrin; endrin ketone; gamma-BHC; gamma-chlordane; Heptachlor; heptachlor epoxide), and selenium in the groundwater; and
- benzene; toluene; ethylbenzene and xylene (BTEX); acetone; 2-butanone; carbon disulfide; methyl tert butyl ether (MTBE), 1,1-Dichloroethane; benzene; naphthalene; chloroform; and TCE in soil vapor in the main building and residence at the property.

(SEMS 259667-259668; SEMS 259670-259685; SEMS 260703-260707; SEMS 549964; SEMS 541095; SEMS 596278; SEMS 620700).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28390

Beatrice Company/ConAgra Foods, Inc./Conagra Brands, Inc.

1. In 1898, the Beatrice Creamery Company incorporated in Nebraska. In 1946, the company changed its name to Beatrice Foods Company ("Beatrice Foods"). In 1984, the company changed its name to Beatrice Companies, Inc. ("Beatrice Companies"). In 1986, Kohlberg Kravis Roberts & Co. established BCI Holdings, Inc., a holding company, to acquire Beatrice Companies through a leveraged buyout. In 1987, BCI Holdings, Inc. changed its name to Beatrice Company ("Beatrice"). In 1990, ConAgra, Inc. acquired the food-related operating divisions of Beatrice. On October 7, 1993, Beatrice Company merged with and into Hunt-Wesson, Inc., a subsidiary of ConAgra, Inc. On July 19, 1999, Hunt-Wesson, Inc. was renamed ConAgra Grocery Products Company. ConAgra Grocery Products Company converted to ConAgra Grocery Products Company, LLC effective May 29, 2005. (SEMS 547716; SEMS 547719; SEMS 547718; SEMS 547714; SEMS 549912; SEMS 100000822; SEMS 505867).

2. Beatrice Foods owned and operated a chrome cowhide tannery located at 228 Salem Street, Woburn, MA from 1978 to 1983 as the John J. Riley Company Division of Beatrice Foods. The tanning process involved the conversion of hexavalent chromium into trivalent chromium prior to introduction into the tanning process. To support these tannery operations, Beatrice Foods also operated a production well (PW #2) on an adjacent property (known as the Wildwood Property) which it owned for the same time-period. (SEMS 476296; SEMS 493528; SEMS 623732).

3. Wastes from the tanning process included liquid wastes that were discharged to the sewer and a variety of solid and sludge waste containing hexavalent and total chromium and buffing dust (composed of leather particles). Waste sludge and buffing dust were collected in lagoons at the tannery. Solids from the lagoons and downstream catch basins were dredged and landfilled on the northwestern portion of the tannery property and later landfilled on the slope near the catch basin. The sludge consisted of soluble and insoluble hide material, hair, blood, dirt, manure, salt, lime, chromium hydroxide, and ferrous hydroxide. Dizene used to disinfect the floor drains was discharged to the sewer. Any sediment that settled from the dizene wash water was landfilled at the northwest corner of the tannery property. (SEMS 493528).

4. In 1980, Ecology and Environment, Inc. sampled the water in production well #1 (PW #1 located on the tannery property) and PW#2 on the Wildwood Property and detected the following contaminants:
    - PW#1 – 28 ppb 1,1,1-TCA, 12 ppb 1,2-trans DCE, 53 ppb TCE, and less than 10 ppb chlorobenzene.

- PW#2 – 133 ppb 1,1,1-TCA, 116 ppb 1,2-trans DCE, 1,372 ppb TCE, and 28 ppb PCE.

(SEMS 546190).

5. There is historic evidence of hair, fleshings and other tannery wastes found on the Wildwood Property. In addition, historic site investigations revealed the presence of rusted-out steel 55-gallon drums, decayed corrugated cardboard drums, drum lids, bungs and caps, and sludge at the Wildwood Property. Historic evidence indicates that the Wildwood Property was used to dispose of waste from the neighboring John J. Riley tannery and Whitney Barrel Company operations. Walter Day, a former Woburn resident indicated that he saw tannery employees dumping tannery waste on the tannery property which flowed down to a stream near the Boston and Maine railroad tracks and onto the Wildwood Property. (SEMS 547768; SEMS 549902; SEMS 549903; SEMS 623101; SEMS 555833; SEMS 594554; SEMS 594556-594558; SEMS 594560-594561).

6. According to 1981 and 1983 inspections of the tannery property by the Massachusetts Department of Environmental Quality and Engineering (*n.k.a.*, Department of Environmental Protection"), sludges and yellow and gray colored material, stockpiled on an embankment above the railroad track, was eroding down the embankment, draining into a culvert at the railroad tracks, crossing under these tracks, and emptying into the drainage ditch on the east side of the tracks. In 1981, a manhole located 10 to 15 feet north of the dike around the Murphy's Waste Oil storage tanks was also found to be surrounded by fresh sand and gravel that was discolored blue and had small pieces of blue material intermixed with it. It appears that the material was used to cover or absorb material spilled near the manhole or flowing out of the manhole. The blue material appeared to be scraps of tanned "blue sides" leather. (SEMS 549902; SEMS 549903; SEMS 486013).

7. The Wildwood Property was identified in the Record of Decision (ROD) and Consent Decree for Operable Unit 1 ("OU1") as an area requiring remediation of soils impacted with total cPAHs, polychlorinated biphenyls (PCBs), chlordane, 4,4'-DDT, and/or lead. Concentrations of these hazardous substances which exceeded OU1 ROD cleanup goals were found in an area near the southern limit of the Wildwood Property and adjacent to the northwest portion of the Murphy Wetland. (SEMS 16796; SEMS 16982; SEMS 553621-553623).

8. Elevated concentrations of PAHs, pesticides, PCBs, dioxin-like PCB congeners and metals (arsenic, cadmium, chromium and lead) have been historically detected in sediment samples taken from the Murphy Wetland. Sampling conducted from 2010-2013 detected the following additional hazardous substances in sediment samples collected from the Murphy Wetland: napththalene; vinyl chloride; ethylene dibromide; ethylbenzene; carbazole; benzo(b)fluoranthene; benzo(k)fluoranthene; indeno(1,2,3-cd)pyrene; dibenz(a,h)anthracene; C11-C22 aromatics; C9-C18 aliphatics; aluminum; antimony; barium; cobalt; iron; manganese; mercury; thallium; vanadium; PCB TEQ; and

gamma-chlordane. In addition, sampling conducted from 2010-2013 detected the following hazardous substances in surface water from the Murphy Wetland: chromium VI; cobalt; cyanide; iron, and manganese. (SEMS 259667-259668; SEMS 259670-259685; SEMS 260703-260707; SEMS 549964; SEMS 541095; SEMS 596278; SEMS 620700).

9. As part of its tannery operations, Beatrice Foods disposed of tannery waste on its tannery property and the Wildwood Property. Historic drainage swale discharges from the adjacent former tannery, sewer manhole overflows, and exfiltration from sewer lines are a contributing cause of the contamination found at the Murphy Wetland, including but not limited to total and hexavalent chromium and other metals (arsenic, cadmium and lead). Surface erosion migrating from the Wildwood Property is likely a contributing cause of the contamination found at the Murphy Wetland due to the close proximity of this contaminated soil to the Murphy Wetland. In addition, a significant portion of the Southwest Properties (OU4) is subject to flooding, which has the potential to redistribute contamination from the Murphy Wetland to the adjacent properties, as well as onto the Murphy Wetland from the Wildwood Property. (SEMS 493528; SEMS 541095; SEMS 486013).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28470

Boston Edison/NSTAR Electric Company

1. Boston Edison is an investor-owned regulated public utility that supplies electricity at retail to the City of Boston and 39 surrounding cities and towns through the following generating stations: New Boston (f/k/a L Street) Generating Station, 776 Summer Street, South Boston; Mystic Generating Station, 173 Alford Street, Charlestown; Pilgrim Nuclear Power Station, RFD 1 Rocky Hill Road, Plymouth; Edgar Station, Weymouth; and Kneeland Street Station, Kneeland Street, Boston. Boston Edison also has operated the following service stations to facilitate the transmission and distribution of electricity, and to conduct vehicle maintenance: Massachusetts Avenue Service Center, 1165 Massachusetts Avenue, Dorchester; Woburn Service Center, 285 Locust Street, Woburn; Maynard Service Center, Maynard; Hyde Park Service Center, Hyde Park; Somerville Service Center, 101 Linwood Avenue, Somerville; Waltham Service Center, 200 Calvary Street, Waltham; Walpole Service Center, 740 Main Street, Walpole; Framingham Service Center, 15 Blandin Avenue, Framingham; and Watertown Facility, 480 Arsenal Street, Watertown. Furthermore, Boston Edison has operated a number of electrical substations in Watertown, Somerville, Cambridge, Framingham, Walpole, West Medway, Waltham, Woburn, Natick, Canton, Dover, Holbrook, Boston, Brighton, Dorchester, Hyde Park, West Roxbury, Newton Centre, Newton Highlands, and Lexington, Massachusetts. (SEMS 559959).

2. In 1998 and 1999, Boston Edison's electric generating stations and related properties were sold. Beginning in November 2001, Boston Edison operated under the trade name NSTAR Electric. Boston Edison changed its name to NSTAR Electric Company effective January 1, 2007. In February 2015, Northeast Utilities, including subsidiary NSTAR Electric Company, changed its name to Eversource Energy. (SEMS 559959; SEMS 282332; SEMS 598601).

3. The generating stations produced electricity through combustion of fossil fuels (coal, oil, or natural gas), or, in the case of the Pilgrim Nuclear Power Station, the fuel source was enriched uranium. Operations at the service centers included service vehicle maintenance, the storage of electrical equipment (wire, transformers, reclosers, capacitors, poles, meters, insulators, and associated hardware), normal cleaning, and janitorial activities. Operations at the electrical substations included electrical switching, equipment monitoring, equipment testing/maintenance, normal station cleaning, janitorial activities, and yard maintenance activities. Until the 1970s, the substations cleaned transformers and circuit breakers with paint thinner and repainted, as necessary. Beginning in the early 1970s, the transformers were washed using soap and water in a high-pressure spray. Maintenance of transformers and circuit breakers included draining the oil, cleaning and lubricating internal parts, and refilling with the same or new oil. (SEMS 559959).

4. The following chemical constituents were used in Boston Edison's operations: metal (aluminum, lead, copper, and iron) associated with the recycling of wire and other electrical equipment; paint thinner; 1,1,1-trichloroethane; antifreeze; and oils. Additionally, polychlorinated biphenyls (PCB) may have been a constituent of waste oils. Arsenic, selenium, cadmium, mercury, silver, lead, chromium, and barium would have been present in generating station sludge. (SEMS 559959; SEMS 282332).

5. Wastes generated by Boston Edison's generating centers included lime sludge (from wastewater treatment operations), fly ash, bottom ash, waste asbestos, and oil saturated filtering clay. Wastes generated by Boston Edison's substations included speedy dry, booms, lead/acid batteries, fiber air filters, fire proofing materials, paint thinner, waste oil containing PCBs, used rags, and waste oils. Boston Edison's service stations generated the following wastes: speedy dry, booms, antifreeze, car/truck batteries, brake fluids, waste oil, oil filters, transmission fluid, metals, wire, lamp heads, waste oil containing PCBs, other waste oils, used rags, fire proofing materials, and soldering solutions. Used drums were transported from Boston Edison's various facilities to the company's Stores & Services Department (1165 Massachusetts Avenue, Dorchester, Massachusetts and later 480 Arsenal Street, Watertown, Massachusetts) and then returned to the original vendor for a credit or refund. Boston Edison drummed all its liquid and some solid waste (used speedy dry and oily rags) for offsite disposal. (SEMS 559959; SEMS 282332).

6. There are two deposit slips totaling $222 dated in January 1974 and July 1983 linking Boston Edison / NSTAR (Boston Edison) to Whitney Barrel. Ronald Knight, a former Whitney Barrel employee, stated that Whitney Barrel picked up barrels containing transformer oil from a "light company." Mr. Knight could not recall the quantity of barrels picked up or the frequency of the pick ups. Anthony Carchide, another former Whitney Barrel employee, recalled picking up barrels from Edison Light Co. and believes that these barrels included transformer oil residues. (SEMS 623743; SEMS 100000932; SEMS 623174).

7. NSTAR stated that it was unable to locate any documents indicating that Boston Edison conducted business with Whitney Barrel. However, NSTAR stated that current and former Boston Edison employees recalled that Boston Edison's "Mass. Ave. Facility," located at 1165 Massachusetts Avenue, Dorchester, Massachusetts, used Whitney Barrel to wash/clean and paint used transformer oil and waste oil drums. According to these employees, Whitney Barrel would return the reconditioned drums to Boston Edison. NSTAR indicated that the drums picked up by Whitney Barrel were empty but previously contained used transformer oil and occasionally liquid lubricants, such as kerosene, which may have left residues in the drums. NSTAR further indicated that PCBs may have been a constituent of the transformer oil. NSTAR stated that it was unable to determine the years during which Whitney Barrel reconditioned drums for Boston Edison. (SEMS 559959; SEMS 282332).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28472

The Gillette Company

1. The Gillette Company ("Gillette") has manufactured toiletry products and blades and razors out of two different facilities in Massachusetts, one in Andover beginning in 1969 and the other in South Boston beginning in 1907. Gillette identified the following chemical constituents related to its processes: benzenes; naphthalene; 1,1,1-trichloroethane; 2-butanone (MEK); 2-hexanone; acetone; ethylbenzene; methyl tert-butyl ether; toluene; trichloroethene; vinyl chloride; carbon tetrachloride; benzyl alcohol; acrylonitrile; ethanol; freons; methyl isobutyl ketone; and methylene chloride. (SEMS 282363).

2. Wastes generated by the Andover facility include neutralized acid waste (hydrochloric and sulfuric), glues on discarded packaging, asbestos insulation, lead/acid batteries, neutralized sodium hydroxide, wash downs/sludge containing non-hazardous residuals, mix vessel flush outs/sludge of hazardous residues/materials (i.e., alcohol, low-flash silicon), permag/1,1,1-trichloroethane, etching solution, paper/fiber filters containing waxes, perfumes, alcohols, powders, oil filters, reject aerosol cans, laboratory wastes, lubricants, empty paint, thinner, turpentine and varnish cans with residues, empty ink cans, used rags with ink and solvent residues, septic system wastes, chlorinated base materials, freon, waste oils, and waste perfume. Wastes generated by the South Boston facility include acids, absorbents from "incidental spills," antifreeze, batteries, TCE, perchloroethylene, trichloroethane, waste oils, oil filters, liquid soaps, TCE still bottoms, etching solutions (acids), acetone, lubricants, plating sludges and solutions, paint, photography developers and fixers, inks, stationary product sub dyes, oily rags, and plastics. (SEMS 282363).

3. There are 35 deposit slips dated from January 1973 through November 1984 totaling over $7,000 linking Gillette to Whitney Barrel. A former Whitney Barrel employee stated that Gillette sent barrels from its plants in Andover and Boston to Whitney Barrel. The drums were usually black, blue, and green. Another former Whitney Barrel employee stated that Whitney Barrel picked up barrels containing residues from Gillette in Boston and Andover. A third former Whitney Barrel employee also recalled picking up barrels from Gillette; this former employee thought that Gillette was Whitney Barrel's largest customer (SEMS 623743; SEMS 100000642; SEMS 623160; SEMS 100000932; SEMS 596260).

4. According to Gillette, Whitney Barrel picked up empty, used steel and fiber drums for reconditioning from Gillette's South Boston facility from 1965 through at least 1969 and from the Andover facility from 1969 through 1985. Gillette stated that it is unsure of the volume and types of residues in these drums. According to an excerpt from an August 1986 monthly report provided in Gillette's February 19, 1993 CERCLA § 104(e) information request response for the Iron Horse Park Site, Shaffer Landfill Operable Unit, it appears that Gillette billed Whitney Barrel for Whitney Barrel's purchase of fiber/steel barrels in September through December 1985. (SEMS 282363; SEMS 540567).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 35987

Henkel, Inc.

1. Henkel, Inc. ("Henkel") operated a leather treatment facility from 1975 to 1991 in Saugus, Massachusetts. The Saugus facility was acquired by Henkel in September 1974 in the asset acquisition of Eastern Industrial Oil Products Co. (SEMS 282369).

2. On or about December 27, 1978, the name "Henkel, Inc." was changed to "Henkel Corporation." Cognis Corporation was incorporated on September 8, 1999, commenced business operations as a separate legal entity on January 1, 2000, and succeeded to the assets of the former chemicals businesses of Henkel. Effective November 30, 2001, a third party acquired the stock of Cognis Corporation. According to Henkel/Cognis Corporation's supplemental CERCLA § 104(e) information request response, Henkel and Cognis Corporation are no longer affiliated entities. According to a 2016 Annual Report, Henkel Corporation is still an active corporation. (SEMS 282369; SEMS 282371; SEMS 623773).

3. There are 48 deposit slips dated from February 1975 through July 1984 totaling over $46,700 that link Henkel to Whitney Barrel. (SEMS 623743).

4. The former Henkel plant manager, John J. Kelleher, indicated that the facility purchased clean drums from Whitney Barrel. Additionally, Mr. Kelleher noted that the Henkel facility made rinsed drums (previously containing raw materials) available for pick up by companies that provided clean drums to Henkel. According to its supplemental response, Henkel rinsed the drums by using hot water to remove any visible residue or water-soluble oil and steam cleaning for grease. Henkel indicated that they may have made rinsed drums available to Whitney Barrel for recycling. Henkel/Cognis Corporation was unable to locate any documentation regarding the prior contents of any used drums sent to Whitney Barrel. (SEMS 282369; SEMS 282371).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 36182

Honeywell

1. Bull HN Information Systems, Inc. ("Bull HN") operated under the following names: Honeywell Inc. (1957 to July 1970); Honeywell Information Systems Inc. (July 1970 to March 1987); Honeywell Bull Inc. (March 1987 to January 1989); and Bull HN Information Systems Inc. (January 1989 to July 2015). Honeywell Inc. (n/k/a Honeywell International Inc.) held the majority interest in Honeywell Information Systems, Inc. during the 1957 through 1987 time-period and held some interest in the company until April 1991. Beginning in March 1987, Compagnie des Machines Bull began purchasing interest in Honeywell Information Systems, Inc., and the company name was changed to Honeywell Bull Inc. By December 1988, Compagnie des Machines Bull held a majority interest in Honeywell Bull Inc. On January 26, 1989, Honeywell Bull Inc. changed its name to Bull HN Information Systems Inc. In July 2015, Bull HN merged with and into Atos IT Solutions and Services, Inc. (SEMS 565627; SEMS 565618; SEMS 582130).

2. Bull HN's operations involved the manufacture of tape assemblies, disks, computer peripherals, populated printed circuit boards, and cable assemblies. Electronic circuit board manufacturing, assembly and testing operations were conducted at the Billerica facility from 1969 through the mid-1980s when manufacturing was relocated to the Brighton, MA facility and an Oklahoma City facility. The Billerica facility continued to be used for research and development until the mid-1990s. Raw materials used at the Billerica facility included plating acid and photography developing supplies. Solvents were used at the Billerica facility for cleaning purposes. The chemical constituents used at the Brighton facility included copper, methylene chloride, freon TE, copper sulfate, nickel sulfamate solution, benzene, styrene, acetone, and isopropyl alcohol. Wastes generated at the Brighton facility include cupric ammonium chloride, 1,1,1-trichloroethane, methylene chloride, copper sulfate; sulfuric, hydrochloric and nitric acids; toluene; alkaline copper plating solution; resin solution; plating sludge; stannous sulfate/sulfuric acid; sodium chromate solution; nickel sulfamate solution; potassium permanganate and sodium hydroxide solution; tin/lead fluoroborate; camera developer; waste oils; and waste solvents. (SEMS 565618; SEMS 284026-284029).

3. Bull HN owned the facility in Waltham, MA from 1967 to July 1987 and leased the facility from Cabot, Cabot & Forbes from July 1987 to March 1990. Bull HN's operations at the Waltham facility include clerical/office and research and development of new products for internal use. The Waltham facility also included a machine shop, paint shop, and photo laboratory. The chemical constituents used at the Waltham facility included benzene, styrene, acetone, and isopropyl alcohol. (SEMS 565618).

4. There are two deposit slips dated in January 1985 totaling $129 and two invoices dated in December 1984 for $129 linking Honeywell to Whitney Barrel. The two invoices reference the pickup of drums by Whitney Barrel from Honeywell. Several of the invoices include the notation "for disposal." (SEMS 623743; SEMS 595652).

5. Bull HN states that its association with Whitney Barrel is limited to the disposal of 57 empty 55-gallon plastic and metal drums on December 5, 1984 and December 14, 1984. The payments for these transactions were rendered in December 1984 and January 1985. According to former Bull HN employee Tod Leedberg, Honeywell "may have used Whitney Barrel Company for the disposal of empty barrels during a period of transition between Clean Harbors of Braintree, MA and Ross Drum/Barrel Company of Somerville, MA." (SEMS 565618).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28453

Whitney Barrel Company/John E. Whitney, III

1. John E. Whitney, III is the owner of property which is within the area that is now known as Operable Unit 4 (Southwest Properties) of the Wells G&H Superfund Site (hereinafter referred to as the "Site").[1] This property is described in a deed located at Book 18934, Page 267 in the Middlesex County South Registry of Deeds. The property consists of approximately 2.6 acres of land. The street address for this property is 256 Salem Street, Woburn, MA (Map 38, Block 01, Unit 04). (SEMS 623730; SEMS 100000752; SEMS 547763; SEMS 100001342; SEMS 621493).

2. Historical operations at the property included: a drum and tank reconditioning and recycling business under the name Whitney Barrel Company, Inc. ("Whitney Barrel") (from November 1950 to approximately 1979; smaller operation from 1979 to 1985); sale of scrap metal (November 1950 to 1985); and glue manufacturing (from the mid to late 1960s). Whitney Barrel ceased operations in early 1985, following the death of John E. Whitney, Jr. Whitney Barrel was involuntarily dissolved in August 1998. Since Whitney Barrel ceased operations in 1985, portions of the property have been leased out to various entities conducting the following operations: truck, vehicle and equipment storage; automobile and equipment repair; woodworking; and automobile glass repair. (SEMS 623100; SEMS 623744; SEMS 623728; SEMS 547754).

3. The drum and tank reconditioning operations involved cleaning the drums and tanks and repainting them for resale. Drums and small items were cleaned in a wash tank by spraying boiling water and trisodium phosphate and flake caustic soda cleaning solution on them and then rinsing the drums with boiling water. John Camerlengo, a former employee indicated that trichloroethylene was used to clean the drum heads. The wash tank water and any unused trichloroethylene discharged into a floor drain in the main building which drained to a culvert that was connected to the MDC sewer system. Any residues left in the drums were disposed of along with the wash water. Mr. Camerlengo recalls that the sewer would often back up into the building and flood the wash room

[1] The current deed for the property lists the KEK Realty Trust, Ruth J. Whitney, Trustee as the current owner. However, Ruth J. Whitney is deceased. According to the Declaration of Trust recorded with the Middlesex County Registry of Deeds in 1988, the KEK Realty Trust would dissolve on the death of Ruth J. Whitney and ownership of the property would pass to the beneficiaries, John E. Whitney, III and Susan M. Whitney. Pursuant to a divorce decree, Susan M. Whitney gave up her right and title to the property leaving John E. Whitney, III as the sole owner of the property. (SEMS 621493; SEMS 100000752; SEMS 547763; SEMS 100001342).

floor. The drums, tanks, and other items were painted in a spray booth. Materials used in the spray booth included paints, thinners (Mobil Solvisol No. 5), cleaners, and other chemicals. (SEMS 623100; SEMS 100000741; SEMS 547754).

4. In 1980, a site inspection was conducted at the property by Ecology & Environment, Inc., an EPA contractor. According to the site inspection report, drums were found at the property which had labels indicating that they once stored malathion, acrylic lacquer thinner, and methylene chloride. According to Mr. Camerlengo and Richard Sousa, another former Whitney Barrel employee, some of the malathion drums had residues which were dumped down the drain prior to cleaning the drums. According to Jack Whitney, there were several fires at the property during the time period when drum and tank reconditioning operations were conducted. A fire in approximately 1978-1979 destroyed the main building where Whitney Barrel conducted its washing operations. Many of the items stored in the main building awaiting reconditioning exploded and/or were blown out of the building as a result of this fire. (SEMS 485980; SEMS 623160; SEMS 100000741; SEMS 623100; SEMS 547754).

5. Hazardous substances have been found at the Site, including:

- benzene; polycyclic aromatic hydrocarbons, including benzo(a)anthracene and benzo(a)pyrene ("PAHs"); total polychlorinated biphenyls ("PCBs"); alpha- and gamma-chlordane; arsenic; cadmium; 1,2,3-trichlorobenzene; naphthalene; vinyl chloride; 1,1-dichloroethane; cis-1,2,-dichloroethene; carbon tetrachloride; bis(2-ethylhexyl)phthalate; benzo(b)fluoranthene; benzo(k)fluoranthene; indeno(1,2,3-cd)pyrene; dibenz(a,h)anthracene; C5-C8 aliphatics; 4,4'-DDE; 4,4'-DDT; PCB TEQ; aluminum; antimony; trichloroethene; tetrachloroethene; ethylbenzene; xylenes (total); 1,3-dichlorobenzene; 1,4-dichlorobenzene; 1,2,4-trichlorobenzene; 2-methylnaphthalene; 1,1-biphenyl; carbazole; chrysene; C9-C12 aliphatics; C9-C10 aromatics; C9-C18 aliphatics; C11-C22 aromatics; alpha-, delta- and gamma-BHC; heptachlor; heptachlor epoxide; dieldrin; chromium VI; cobalt; copper; iron; lead; manganese; mercury; thallium; and vanadium in soil and wetland sediments (SEMS 259667-259668; SEMS 259670-259685; SEMS 260703-260707; SEMS 549964; SEMS 541095; SEMS 596280); and

- benzene, methyl tertiary butyl ether ("MTBE") and volatile petroleum hydrocarbons (VPH). In addition, sampling conducted from 2010-2013 detected the following hazardous substances in groundwater throughout the area making up the Southwest Properties: chlorobenzene; 1,2-dichlorobenzene; 1,3-dichlorobenzene; 1,4-dichlorobenzene; 1,1-dichloroethane; 1,2-dichloroethane; cis-1,2-dichloroethene; trans-1,2,-dichloroethene; 1,4-dioxane; ethylbenzene; methyl tert butyl ether; methylene chloride; 1,2,3-trichlorobenzene; 1,2,4-trichlorobenzene; trichloroethene; tetrachloroethene; 1,1,1-trichloroethane; 1,1,2-

trichloroethane; vinyl chloride; xylenes (total); toluene; C5-C8 aliphatics; C9-C12 aliphatics; C9-C10 aromatics; C9-C18 aliphatics; C11-C22 aromatics; benzo(a)anthracene; benzo(b)fluoranthene; indeno(1,2,3-cd)pyrene; 2-methylnaphthalene; naphthalene; total PCBs; PCB TEQ; 4,4'-DDD; 4,4'DDT; aldrin; alpha-BHC; alpha-chlordane; beta-BHC; delta-BHC; Dieldrin; Endrin; endrin ketone; gamma-BHC; gamma-chlordane; Heptachlor; heptachlor epoxide; aluminum; arsenic; antimony; lindane; cadmium; chromium III; cobalt; iron; lead; manganese; selenium; and vanadium in groundwater. (SEMS 259667-259668; SEMS 259670-259685; SEMS 260703-260707; SEMS 549964; SEMS 541095; SEMS 596278; SEMS 620700).

6. Wetland areas surround the property to the northwest and west, and fill material has been placed over the original ground surface over the remainder of the property. The property falls nearly entirely within the FEMA 100-year floodplain. Periodic flooding events have the potential to redistribute contamination from the Murphy Wetland to the adjacent properties and introduce impacts to the wetland (e.g., hydraulic oil release from the Whitney property during flooding in 1996). (SEMS 259667).

7. Mr. Camerlengo stated that he was instructed by Jack Whitney to dump contents from drums containing “poison” down the side of the dirt access road on the adjacent wetlands property on approximately six different occasions from 1967 to 1969. Mr. Camerlengo believes that some of these barrels came from Baird & McGuire. According to an aerial photograph review conducted for the Anne Anderson v. Beatrice Foods lawsuit, Whitney Barrel cleared and used a portion of the adjacent wetland property, (owned by John J. Riley and later Beatrice Foods) to store and refurbish second-hand drums and large fuel tanks. Soil and water samples taken in the area of these trails indicated high levels of toxic solvents in the ground, including TCE levels among the highest anywhere on the 15-acre wetland property (SEMS 100000741; SEMS 555833; SEMS 594554; SEMS 594556-594558; SEMS 594560-594561).

8. EPA filed a lien on the property on September 20, 2017 to secure payment of all costs and damages for which the owner of the property is liable under Section 107(a) of CERCLA. (SEMS 622366).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28512

Kingston Steel Drum/Great Lakes Container/Mallinckrodt

1. Kingston Steel Drum ("Kingston") was organized in 1968. In 1973, Great Lakes Container Corporation ("GLCC"), a subsidiary of International Minerals & Chemical Corp. ("IMC"), acquired Kingston. Mallinckrodt stated that it is the successor in interest to IMC. According to the Massachusetts Secretary of the Commonwealth Corporations Division, GLCC's Massachusetts registration was revoked in November 1994. (SEMS 541052; SEMS 283403; SEMS 16475).

2. Kingston and GLCC conducted drum reconditioning operations at a facility in Kingston, New Hampshire until 1976. Mallinckrodt stated that a variety of solvents and other chemicals were handled at the facility but they do not have specific information on these chemicals or the specific wastes generated or disposed of between 1973 and 1976. (SEMS 283403).

3. According to a United States District Court decision in litigation filed by the United States against Ottati & Goss, Inc., et al., drum reconditioning operations at the Kingston facility began in the mid-1950s and continued under various owners until GLCC ceased operations at the facility in 1980. Caustic rinse water from the reconditioning process was disposed of in lagoons at the facility. From May 1978 to May 1979, the Kingston facility processed at least 6900 used drums with residues. The facility experienced backlogs, especially during the winter months, as the reconditioning process could not keep pace with the number of used drums coming in. In April 1980, EPA sampled the contents of drums found at the Kingston facility and found the following volatile organic compounds in drums at the property: chloroform; trichloroethylene; acetone; toluene; methyl ethyl ketone; methylene chloride; xylene; ethyl benzene; and 1,1,1-trichloroethane. (SEMS 541052).

4. There are 18 deposit slips dated from November 1973 through August 1977 totaling over $15,500 linking Kingston to Whitney Barrel and five deposit slips dated from September 1974 through December 1978 totaling over $6,500 linking GLCC to Whitney Barrel. A former Whitney Barrel employee identified this party as a barrel company which traded used barrels with Whitney Barrel. In addition, the Massachusetts Attorney General filed suit against Great Lakes Container Corp., Inc., d/b/a Kingston Steel Barrel Co. in 1979 regarding the December 13, 1978 discharge of the contents of a tanker truck (containing residue from recycled 50-gallon drums) into an M.D.C. storm sewer located under the Whitney Barrel property on Salem Street in Woburn, MA. Lab tests of a sample of the material revealed the presence of tetrachloroethylene, 1,1,1-trichloroethane, toluene, and trichloroethylene. (SEMS 623743; SEMS 100000642; SEMS 623160; SEMS 623100; SEMS 559978; SEMS 100000821).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28513

Lamco Chemical Co.

1. According to the Massachusetts Secretary of the Commonwealth Corporations Division, Lamco Chemical Co. ("Lamco") is an active corporation. Lamco filed its 2016 Annual Report in December 2016. Lamco has operated at its Chelsea, Massachusetts location since 1965. From July 1949 to 1965, Lamco operated at 33 Commercial Wharf, Boston, Massachusetts. Lamco manufactures floor waxes and cleaners, all-purpose cleaners and aqueous degreasers. (SEMS 623758; SEMS 541079).

2. Raw materials include waxes, ouricury, ozokorite, interpolymer, ammonia, surfactant, caustic potash, di-ethylene glycol ethers, di-butyl phthalate, aqueous acrylic emulsions, ethylene glycol, fatty acid, isopropyl alcohol, monoethylamine, mono ethanolamine, n-methyl pyrrolidine, silica solutions, pine oil, sodium xylene sulfonate, tri-ethanolamine, tri-butoxy-ethyl-phosphate, dyes, shellac, and powdered resins. Wastes include caustics/alkalis, chemicals, cleaning compounds, water-based degreasers, disinfectants, solid laboratory wastes, and toner cartridges. Lamco stated that its manufacturing process generated a solid wax that was captured by means of several strainers in the filling process, and a trap in the final cleaning process. (SEMS 541079).

3. Lamco provided information that the following of its manufactured products were considered TSCA "chemical substances": wax & dirt remover; ammoniated stripper; super stripper; removit; pine scrub soap (soya fatty acid reacted with KOM (fatty acids, soya bean oil, potassium salts) or reacted with amines (amines, soya, alkyl)), miracle cleaner, pine cleaner and deodorizer, and basic soap. (SEMS 541079).

4. Solid wax residues from kettle walls were disposed of in the regular trash. Office and factory trash was stored in 55-gallon fiber drums, reused burlap wax bags, and plastic trash bags that were collected by the City of Boston and the City of Chelsea. Junk barrels were either given away to companies that reused them (junk yards, motor companies) or returned to the drum company supplying Lamco with reconditioned barrels. Some of these returned drums contained solidified finished products or tall oil fatty acid residues. (SEMS 541079).

5. There are 69 deposit slips dated from January 1973 through November 1984 totaling over $13,000 that document transactions between Lamco and Whitney Barrel. Lamco stated that it purchased tanks and equipment from Whitney Barrel from 1965 through 1972 and stated that its barrels were likely picked up by the same companies from which it purchased its drums. Lamco stated that its drum business with Whitney Barrel was limited because Whitney Barrel was one of many drum reconditioners in a highly competitive market and Lamco switched drum suppliers often. (SEMS 623743; SEMS 541079).

6. In a 2014 response to EPA's General Notice Letter, James G. Lamm, current President of Lamco, indicated that he was winding down operations of the company and that the company had limited assets. (SEMS 563522).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 35947

Monsanto

1. Monsanto spun off its chemical business into a separate company known as Solutia, Inc. in 1997. This transaction involved the transfer of certain assets and liabilities from Monsanto to Solutia, Inc. ("Solutia") including the Indian Orchard facility in Springfield, MA and the facility in Everett, MA. On December 17, 2003, Solutia filed for bankruptcy protection. In February 2008, Solutia emerged from bankruptcy. In 2007, Solutia, Monsanto, and SFC, LLC entered into a Settlement Agreement regarding the allocation of liability for the chemical business of Solutia. On February 28, 2008, Solutia, Monsanto and SFC, LLC (a wholly-owned subsidiary of Solutia) entered into an Amended and Restated Settlement Agreement. Pursuant to this agreement, Solutia assumed liability for environmental remediation at the Indian Orchard facility, and Monsanto assumed liability for "Legacy Sites," including the Everett, MA facility and the Woburn Aberjona River Site. In 2012, Eastman Chemical Company acquired Solutia. Solutia became a subsidiary of Eastman Chemical Company at this time and informed EPA in July 2012 that Solutia would continue to operate various facilities, including the Indian Orchard facility. (SEMS 283420; SEMS 598636; SEMS 598637; SEMS 617389).

2. The Everett facility produced water treatment agents, surface active agents, De Quest compounds, acids (hydrochloric, sulfuric, and phosphoric), CYA, and phosphate specialties, plasticizers, and paper chemicals. Raw materials used at the Everett plant included styrene, maleic anhydride, methanol, beta-nitrosytrene in toluene, ditertiary butyl peroxide, benzoyl peroxide, iso-butyl alcohol, shortstop (parabenzyl quinine and methyl-iso-butyl ketone), blandol NF mineral oil, caustic soda (50%), anhydrous ammonia, di-acetone alcohol, scripset 520, acetone, nitrogen, phosphorus trichloride, formalin, PCL3, acetic anhydride, acetic acid, caustic potash, triethanolamine, ethylene diamine, hexamethylene diamine, formaldehyde, dicalite speedplus (diatomaceous earth), hydrogen peroxide, sodium hydroxide, diethylene triamine, ethyl alcohol, sodium silicate, sulfuric acid, tetraethyl ortho silicate, dowflake calcium chloride, soda bicarbonate, urea, sorbitol, amberlite, sodium sulfate, ethylene glycol, molten sulfur, vanadium pentoxide catalyst, 2 ethyl hexanol, adipic acid, toluene sulfonic acid, peracetic acid, soda ash, silicone antifoam emulsion, TS acid, defoamer, phthalic anhydride, cyclohexanol, hystrene, titanium tetrachloride, 1,3 butylene glycol, 1,2 propylene glycol, stannous oxalate, trimellitic anhydride, carbon nuchor, lacquer thinner, tritnene, mineral spirits, calcium silicate, and fiberglass insulating materials. The Everett facility used trichloroethane to degrease and clean small metal parts. According to a 1980 RCRA Permit application referenced in a Massachusetts Department of Environmental Quality Engineering March 1987 Preliminary Assessment and Site Investigation Report, wastes generated by the Everett facility included acetone, asbestos, formaldehyde, isobutyl alcohol, 2,5-furandione (maleic anhydride), methanol, 1,2 benzene dicarboxyein and anhydride (phthalic anhydride), methyl benzene (toluene), and 1,1,1-trichloroethane. (SEMS 283420; SEMS 281279; SEMS 533008; SEMS 533011-533012; SEMS 533017-

533020; SEMS 533023-533024; SEMS 533027-533028; SEMS 568639-568641; SEMS 568657-568662).

3. Major manufacturing operations at the Monsanto Indian Orchard facility have included the production of cellulose nitrate, cellulose acetate, polyvinyl butyral, polyvinyl butyral sheeting, polyvinyl formal, phenol/formaldehyde resin, polyvinyl acetate, polystyrene, polyvinyl butyral dispersion, melamine/formaldehyde resins, urea/formaldehyde resins, formaldehyde, polyvinyl chloride, polyvinyl alcohol, and polyvinyl acetate multipolymer solutions. Raw materials used in the Indian Orchard facility's operations included vinyl acetate, benzene (until approx. 1967), ethyl alcohol, sulfuric acid, butyraldehyde, acetic acid, formalin, dibutyl maleate, 2-ethyl hexyl acrylate, methyl methacrylate, glacial acrylic acid, ehty acrylate, crotonic acid, methyl ethyl ketone, polyvinyl butyral, castor oil, butyl recinoleate, sodium petroleum sulfonates, methyl alcohol, sodium hydroxide, xylene, n-butanol, isopropanol, toluene, hexane, glicidol methacrylate, ethyl acetate, isopropyl acetate, styrene, cellulose acetate, dimethyl and diethyl phthalate, methanol, acetone, sodium bicarbonate, plasticizers, pigments, phenol, formaldehyde, xylol, acrylonitrile, polybutadiene, colorants, pentane, melamine, urea, isobutanol, naptha, vinyl chloride, and vinyl acetate. Wastes generated at the Indian Orchard facility in the 1970s included acetic acid, flammable resin solution, mixed solvents, formaldehyde, waste plasticizer, methyl ethyl ketone, toluene, spent xylene, liquid caustic, waste oil, chemical waste, acrylonitrile, sulfuric acid, and used drums. (SEMS 280241-280243; SEMS 280245-280257; SEMS 280259-280266; SEMS 280268; SEMS 280271; SEMS 280273-280275; SEMS 280278-280284; SEMS 280287-280299; SEMS 568615; SEMS 568618-568624; SEMS 568642).

4. There are 106 deposit slips totaling over $53,900 dated from March 1973 through December 1978 and four invoices totaling $1,216 dated in July and August 1979, documenting transactions between Monsanto and Whitney Barrel. The invoices reference drum transactions for Monsanto's Everett, MA facility. Two invoices reference "Recond" fibre barrels at a price of $3.50 per barrel, one invoice references "Used fibre barrels" at a price of $3.00 per barrel, and the final invoice references "Fibre" barrels also at a price of $3.00 per barrel. (SEMS 623743; SEMS 623175).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28444

Murphy's Waste Oil Service, Inc./Clean Harbors

1. The Murphy's Waste Oil Service, Inc. facility ("Murphy's Waste Oil" or "Facility") sits on approximately 3.5 acres of land which is within the area that is now known as Operable Unit 4 (Southwest Properties) of the Wells G&H Superfund Site (hereinafter referred to as the "Site"). The street addresses for the Facility are 250 and 252 Salem Street (Map 38, Block 01, Units 02 and 03, respectively), Woburn, MA. The Facility's parcels are described in five deeds located at Book 17547, Page 336; Book 14080, Pages 304-305; Book 14080, Page 306; Book 14080, Page 308; and Book 14080, Page 309 in the Middlesex County South Registry of Deeds. The current owner of the property is Old Oil Realty Trust, Joan E. Murphy, Trustee. (SEMS 623759-623761; SEMS 623763-623765; SEMS 100000845).

2. According to a Preliminary Site Assessment prepared for Clean Harbors, Inc. ("CHI") in 1989, the Facility was primarily used as a bulk oil storage facility from the 1920s through 1987 under various owners and operators. Prior to 1987, the Facility was operated by John F. and Joan E. Murphy under the name Murphy's Waste Oil. (SEMS 485985).

3. CHI has operated at the Facility as Murphy's Waste Oil since February 1989 under a lease agreement. In 1989, CHI purchased 100% of the stock of Murphy's Waste Oil and continued to conduct business as Murphy's Waste Oil at the Facility.[1] Activities conducted at the Facility include processing waste oil for sale and recycling used oil filters for sale as scrap metal. The waste oil arrives at the Facility in tanker trucks and is pumped to storage tanks at the Facility. The waste oil is commingled in storage tanks based on like characteristics (such as water or solids content), gravity separated, and filtered for sale. (SEMS 624116; SEMS 624117; SEMS 259667).

4. In 1989, CHI conducted a Preliminary Site Assessment at the Facility. During this assessment, evidence of historical petroleum product releases was observed at the Facility, including land spreading of oils for dust suppression up until 1979 and various diesel fuel spills/leaks in the central portion of the Facility. (SEMS 485985; SEMS 259667).

5. Hazardous substances have been found at the Site, including:

    - Benzene, trichloroethene, xylenes (total), ethylbenzene, 1,2,3-trimethylbenzene, benzo(a)anthracene, benzo(a)pyrene, naphthalene, benzo(b)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene, dibenz(a,h)anthracene, carbazole, polychlorinated biphenyls (PCBs), PCB TEQ, metals (chromium, hexavalent

[1] According to CHI's 1999 CERCLA § 104(e) information request response for the Beede Waste Oil Superfund Site, Clean Harbors of Kingston, Inc. (a wholly-owned subsidiary of CHI) purchased 100% of the stock of Murphy's Waste Oil in February 1989. In October 1989, the stock was transferred to CHI. (SEMS 624116; SEMS 624117).

chromium, lead, aluminum, antimony, arsenic, cobalt, iron, manganese, thallium, and vanadium), C5-C8 aliphatics, C9-C12 aliphatics, C9-C10 aromatics, C9-C18 aliphatics, C11-C22 aromatics, and dieldrin in soil and wetland sediments at the property;

- Chlorinated volatile organic compounds, petroleum hydrocarbons, and metals (arsenic, chromium, and lead) in the groundwater at the property; and
- Benzo(a)anthracene, benzo(b)fluoranthene, indeno(1,2,3-cd)pyrene, 2-methylnaphthalene, naphthalene, C5-C8 aliphatics, C9-C12 aliphatics, C9-C10 aromatics, C9-C18 aliphatics, C11-C22 aromatics, chlorobenzene, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 1,1,-dichloroethane, 1,2-dichloroethane, cis-1,2-dichloroethene, 1,1-dichloroethene, 1,4-dioxane, ethylbenzene, methyl tert butyl ether (MTBE), methylene chloride, 1,2,3-trichlorobenzene, 1,2,4-trichlorobenzene, 1,1,1-trichloroethane, 1,1,2-trichloroethane, vinyl chloride, total PCBs, PCB TEQ, 4,4'-DDD, 4,4'DDT, Aldrin, alpha-BHC, alpha-chlordane, beta-BHC, delta-BHC, dieldrin, endrin, endrin ketone, gamma-BHC, gamma-chlordane, heptachlor, heptachlor epoxide, selenium, and metals (aluminum, antimony, cadmium, chromium III, cobalt, iron, lead, and vanadium) in groundwater throughout the area making up the Southwest Properties.

(SEMS 259667-259668; 259670-259685; 260703-260707; 549964; 541095; 596278; 620700).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 35992

New England Plastics

1. According to its CERCLA § 104(e) information request response for Wells G&H Superfund Site Operable Unit 1, New England Plastics ("NEP") commenced operations at 310 Salem Street, Woburn, MA during 1964. Prior to NEP's purchase, the 310 Salem Street property was used as a sand and gravel pit. NEP manufactured plastic extrusions of various sizes and compositions at the facility. From 1964 to 1979, NEP blended chemicals to form a polymer compound and the extrusion of that compound in the form of a finished product. Finished goods produced through the extrusion process could be rejected, reground, and again extruded so waste was limited. Materials used in the blending/extrusion process included argus chemical (drapex 6.8 and octyl epoxy tallate), calcium stearate, calcium carbonate, flake wax, stearic acid, polyolefins, rigid vinyl compound and PVC resin. Any waste generated was disposed of in a dumpster onsite. (SEMS 554760; SEMS 564207).

2. NEP used the following chemicals (in quantities greater than 10 gallons) in its operations: DOP plasticizer (ethyl hexyl phthalate), barium cadmium stabilizer, stoddard solvent, and lubricating oil (used for transfer in extruder transmissions). The DOP plasticizer was stored in tanks at the NEP facility. The barium cadmium stabilizer and Stoddard solvent were stored in 55-gallon drums at the NEP facility. The lubricating oil was stored in 5-gallon steel cans at the facility. According to material safety data sheets provided by NEP, the following hazardous substances were included in solvents, degreasers, and lubricants used by the company: aliphatic hydrocarbons; perchloroethylene; methylene chloride; 1,1,1-trichloroethane; trichlorotrifluoroethane; aliphatic petroleum naptha; di(2-ethylhexyl phthalate; dioctyl phthalate; dimethyltin bis(isooctylthioglycolate); methyltin tris(isooctylthioglycolate); vinyl acetate; antimony oxide; and vinyl chloride. (SEMS 554760; SEMS 564207).

3. There is one deposit slip dated in September 1978 for $20 evidencing a transaction between New England Plastics and Whitney Barrel (SEMS 623743). In interviews in 1987 and 1988, a former NEP employee stated that the company occasionally sent its used solvent and plasticizer barrels to Whitney Barrel for reconditioning. (SEMS 100000612).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28361

Old Oil Realty Trust

1. Old Oil Realty Trust, Joan E. Murphy, Trustee, is the owner of certain parcels of land which are within the area that is now known as Operable Unit 4 (Southwest Properties) of the Wells G&H Superfund Site ("Site"). The street addresses for these parcels are 250 and 252 Salem Street (Map 38, Block 01, Units 02 and 03, respectively), Woburn, MA. These parcels are described in five deeds located at Book 17547, Page 336; Book 14080, Pages 304-305; Book 14080, Page 306; Book 14080, Page 308; and Book 14080, Page 309 in the Middlesex County South Registry of Deeds. (SEMS 623759-623761; SEMS 623763-623765; SEMS 100000845).

2. According to a Preliminary Site Assessment prepared for Clean Harbors, Inc. ("CHI") in 1989, the parcels were primarily used as a bulk oil storage facility from the 1920s through 1987 under various owners and operators. Prior to 1987, the facility was operated by John F. and Joan E. Murphy under the name Murphy's Waste Oil Service, Inc. ("Murphy's Waste Oil"). CHI has operated at the facility as Murphy's Waste Oil since February 1989 under a lease agreement. In 1989, CHI purchased 100% of the stock of Murphy's Waste Oil and continued to conduct business as Murphy's Waste Oil at the facility.[1] Activities conducted at the facility include processing waste oil for sale and recycling used oil filters for sale as scrap metal. The waste oil arrives at the facility in tanker trucks and is pumped to storage tanks on the facility. The waste oil is commingled in storage tanks based on like characteristics (such as water or solids content), gravity separated, and filtered for sale. (SEMS 485985; SEMS 624116; SEMS 624117; SEMS 259667).

3. During the 1989 Preliminary Site Assessment, evidence of historical petroleum product releases was observed on the facility, including land spreading of oils for dust suppression up until 1979 and various diesel fuel spills/leaks in the central portion of the facility. (SEMS 485985; SEMS 259667).

4. Hazardous substances have been found at the Site, including:

    - Benzene, trichloroethene, xylenes (total), ethylbenzene, 1,2,3-trimethylbenzene, benzo(a)anthracene, benzo(a)pyrene, naphthalene, benzo(b)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene, dibenz(a,h)anthracene, carbazole, polychlorinated biphenyls (PCBs), PCB TEQ, metals (chromium, hexavalent chromium, lead, aluminum, antimony, arsenic, cobalt, iron, manganese, thallium, and vanadium), C5-C8 aliphatics, C9-C12 aliphatics, C9-C10 aromatics, C9-C18

[1] According to CHI's CERCLA § 104(e) information request response for the Beede Waste Oil Superfund Site, Clean Harbors of Kingston, Inc. (a wholly-owned subsidiary of CHI) purchased 100% of the stock of Murphy's Waste Oil in February 1989. In October 1989, the stock was transferred to CHI. (SEMS 624117; SEMS 624116).

aliphatics, C11-C22 aromatics, and dieldrin in soil and wetland sediments at the property;

- Chlorinated volatile organic compounds, petroleum hydrocarbons, and metals (arsenic, chromium, and lead) in the groundwater at the property; and
- Benzo(a)anthracene, benzo(b)fluoranthene, indeno(1,2,3-cd)pyrene, 2-methylnaphthalene, naphthalene, C5-C8 aliphatics, C9-C12 aliphatics, C9-C10 aromatics, C9-C18 aliphatics, C11-C22 aromatics, chlorobenzene, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 1,1,-dichloroethane, 1,2-dichloroethane, cis-1,2-dichloroethene, 1,1-dichloroethene, 1,4-dioxane, ethylbenzene, methyl tert butyl ether (MTBE), methylene chloride, 1,2,3-trichlorobenzene, 1,2,4-trichlorobenzene, 1,1,1-trichloroethane, 1,1,2-trichloroethane, vinyl chloride, total PCBs, PCB TEQ, 4,4'-DDD, 4,4'DDT, Aldrin, alpha-BHC, alpha-chlordane, beta-BHC, delta-BHC, dieldrin, endrin, endrin ketone, gamma-BHC, gamma-chlordane, heptachlor, heptachlor epoxide, selenium, and metals (aluminum, antimony, cadmium, chromium III, cobalt, iron, lead, and vanadium) in groundwater throughout the area making up the Southwest Properties.

(SEMS 259667-259668; 259670-259685; 260703-260707; 549964; 541095; 596278; SEMS 620700).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28450

Organix, LLC

1. Organix, LLC ("Organix") is the current owner of 240 Salem Street, Woburn, Massachusetts ("Organix Property" or "Property"). The Property is identified as Lot 7 on the City of Woburn's Assessors' map 37, block 5, and is one of four lots comprising the former John J. Riley Property (tannery property and adjacent lot). According to the Massachusetts Secretary of the Commonwealth Corporations Division, Organix is an active corporation (2016 Annual Report on file). (SEMS 621457; SEMS 621437; SEMS 462026).

2. In 2006, Weston Solutions, Inc. ("Weston") conducted a removal action at the Organix Property to address the direct contact threat and threat of migration of exposed impacted soil/contaminated media on an eroded section of a drainage swale bank on the Property. According to a Preliminary Assessment/Site Investigation Report, "possible tannery-related waste and high levels of chromium in surface soil have been identified in this particular area." The removal action involved: (1) limited excavation and off-site disposal of approximately 26 tons of impacted soil/contaminated media in the area of the stormwater drainage swale bank that transects the Organix Property; (2) stabilization of the adjacent hillside slope along the drainage swale bank; and (3) sampling of soil from the drainage swale bottom, exposed bank, and the upper hillside. Sampling results indicated the presence of elevated concentrations of targeted metals (arsenic, chromium and lead) in the exposed upper drainage swale bank and the upper hillside. (SEMS 485990; SEMS 462023; SEMS 462026; SEMS 599292).

3. According to the Removal Action Completion Report, additional assessment was required to better define the nature and extent of contamination along the hillside and in low-lying downstream areas. In 2010, Organix investigated any remaining chromium contamination at the Property under the Massachusetts Contingency Plan. This resulted in the removal of an additional 3,110 tons of soil and achieving Class A-2 RAO (2011). (SEMS 485990; SEMS 462026; SEMS 599292; SEMS 546192).

4. The wetland north of the Murphy's Waste Oil Property ("Murphy Wetland") is part of Operable Unit Four of the Site. Elevated concentrations of PAHs, pesticides, PCBs, dioxin-like PCB congeners and metals (arsenic, cadmium, chromium and lead) have been historically detected in sediment samples taken from the Murphy Wetland. Sampling conducted from 2010-2013 detected the following hazardous substances in sediment samples collected from the Murphy Wetland: naphthalene; vinyl chloride; ethylene dibromide; ethylbenzene; carbazole; benzo(b)fluoranthene; benzo(k)fluoranthene; indeno(1,2,3-cd)pyrene; dibenz(a,h)anthracene; C11-C22 aromatics; C9-C18 aliphatics;

aluminum; antimony; barium; cobalt; iron; manganese; mercury; thallium; vanadium; PCB TEQ; and gamma-chlordane. In addition, sampling conducted from 2010-2013 detected the following hazardous substances in surface water from the Murphy Wetland: chromium VI; cobalt; cyanide; iron, and manganese. (SEMS 259667-259668; SEMS 259670-259685; SEMS 260703-260707; SEMS 549964; SEMS 541095; SEMS 596278; SEMS 620700).

5. Historic drainage swale discharges from the Organix Property and sewer manhole overflows are a contributing cause of the contamination found at the Murphy Wetland, including but not limited to total and hexavalent chromium and other metals (arsenic, cadmium and lead). In addition, erosion of the hillside adjacent to the drainage swale has likely resulted in the relocation of contaminants to the Murphy Wetland via erosion and downstream migration. (SEMS 541095; SEMS 599293).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 35999

Raytheon

1. According to its February 2006 response to EPA's CERCLA § 104(e) information request for the Wells G&H Superfund Site, Raytheon operated several facilities in Massachusetts, including three facilities in Andover, three facilities in Bedford, and facilities in Burlington, Lawrence, Lexington, Lowell, Mansfield, North Dighton, Northboro, Norwood, Quincy, Sudbury, Waltham, Wayland, Westwood. In addition, Raytheon operated facilities in Nashua, New Hampshire and Portsmouth, Rhode Island. Manufacturing operations at these facilities included electronics, missile, vacuum tube and semiconductor manufacturing, electronics engineering, electronics research & development, and warehousing/storage. These operations involved metal plating, grinding operations, soldering, material testing laboratories, and the operation of machine shops. (SEMS 283438; SEMS 565634; SEMS 41940).

2. According to Raytheon's CERCLA § 104(e) information request responses for the PSC Resources, Sutton Brook Disposal Area, and Peterson/Puritan OU-2 Superfund Sites, the company used acids, bases, solvents (flammable & non-flammable; chlorinated & non-chlorinated), oils, paints and reactives as raw materials in its operations. The following hazardous wastes were generated from operations at its various facilities: 1,1,1-trichloroethane; acetates; acids; aluminum oxide powder; ammonium hydroxide; ammonium persulfate; copper plating solutions; chromate solution; copper cyanide; cyanide solution; ferric chloride; formaldehyde; freons; hexanes; ketones; lead fluorborate solution; lithium chloride; methanol; methyl ethyl ketone; methylene chloride; acid stripping agents; miscellaneous lab chemicals; miscellaenous solvents; nickel acetate; nickel plating solution; perchloroethylene; potassium cyanide; potassium hydroxide; potassium stannate; silver cyanide; sodium cyanide; sodium dichromate; sodium hydroxide; sodium persulfate; sodium stannate; solder plating solution; trichloroethylene; zinc cyanide; paints; lubricating oils; PCBs, and empty drums last containing cutting oils, 1,1,1 trichloroethane, wax stripper, boiler conditioner, ethylene glycol, lacquer thinner. (SEMS 211296-211299; SEMS 200522; SEMS 42023; SEMS 42025; SEMS 42027; SEMS 42031-42037; SEMS 42039-42040; SEMS 42042; SEMS 42044-42045; SEMS 42047; SEMS 42049-42056; SEMS 42058; SEMS 42060-42061; SEMS 41934-41935; SEMS 41938-41940; SEMS 41953; SEMS 41956; SEMS 41958; SEMS 41960-41962; SEMS 41964; SEMS 41968-41969; SEMS 41971-41972; SEMS 41974-41975; SEMS 41981-41991; SEMS 41993; SEMS 41996-41999; SEMS 42001-42002; SEMS 42064; SEMS 42066-42069; SEMS 42072-42074).

3. There are 12 deposit slips dated from May 1973 through September 1978 totaling $3,775 and 12 invoices, and accompanying Raytheon purchase orders, dated from October 1981 through October 1982 totaling $4,638 that link this party to Whitney Barrel. The invoices reference prices of $12/drum for 55-gallon steel drums and $15/drum for poly-lined drums. The invoices also request that all drums be painted yellow and some specifically reference reconditioned drums. One of the invoices includes what appears to

be a Raytheon invoice or receipt indicating that Whitney Barrel picked up 53 “empty steel drums” from Raytheon’s Foundry Ave., Waltham, MA facility. (SEMS 623743; SEMS 100000614). According to Raytheon’s 104(e) Response for the PSC Resources Site, Raytheon received a quote for reconditioning used drums. The quote indicates that the cleaning/reconditioning would be completed by Whitney Barrel at the cost of $4 per drum. (SEMS 211296-211299).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28531

Samuel Cabot, Inc.

1. Samuel Cabot, Inc. ("SCI") was organized in Massachusetts in 1907. The company also operated under the names Cabot's Stains and Cabot Stains. According to the Massachusetts Secretary of the Commonwealth Corporations Division, SCI merged with Valspar Acquisition Corp. on June 14, 2005, with SCI listed as the surviving entity. On October 28, 2006, SCI merged into The Valspar Corporation. The Valspar Corporation is an active Delaware corporation. The Valspar Corporation filed its 2016 Annual Report in January 2017. (SEMS 283456; SEMS 595687; SEMS 595679).

2. SCI operated at a facility in Chelsea, Massachusetts until 1985. Since 1985, SCI has operated out of a facility in Newburyport, Massachusetts. SCI manufactured wood stains. Raw materials included mineral spirits, kerosene, heavy aromatic naphtha, and oils (creosote oil, linseed oil, fish oil, and pigments). Prior to 1975, the manufacture of wood stain consisted of collecting a variety of combustible solvents (mineral spirits, kerosene, heavy aromatic naphtha, and oils, such as creosote oil, linseed oil, fish oil, and pigments) in a chaser mill where the ingredients were mixed, blended, and "grinded." From 1975 to the close of the Chelsea plant in 1985, a high-speed disperser was used to mix and blend the same ingredients and no grinding occurred. Finished product was packaged in pint, quart, gallon, five gallon, and 55 gallon containers. (SEMS 283456).

3. In its CERCLA § 104(e) information request response, SCI stated that the following chemical constituents (from EPA Enclosure F) are produced, processed, or used in operations: C9-C18 aliphatic hydrocarbons; aluminum; chromium; cobalt; lead; magnesium; mercury; calcium; copper; iron; manganese; and methyl isobutyl ketone. SCI stated that it collected its empty raw material containers in a dumpster for offsite disposal by a trash hauler, such as BFI. SCI also stated that its barrels were picked up by American Barrel of Chelsea, Massachusetts. Other wastes included asbestos pipe insulation, naphthalene, waste stains and sawdust, latex wash water, wash solvents (mineral spirits, kerosene, high aromatic naphtha), mixed solvents, sawdust/linseed oil, off-spec stain, tank bottoms (mixture of asphalt and coal tar), oily dirt from spills, tank cleanings (petroleum-based sludge), oil/water from spills, corrugated packaging, plastic wrap, paper bags, speedi-dri absorbent, and cotton rags. (SEMS 283456; SEMS 283459).

4. There are 47 deposit slips dated from January 1973 through October 1978 totaling over $48,900 and six invoices dated from January through November 1975 totaling over $4,000 documenting transactions between SCI and Whitney Barrel. Five of these invoices reference "reconditioned 55 gal unlined drums." The remaining invoice references "40 gal used fiber barrels." John E. Whitney, III, the owner of the Whitney Barrel property, stated there was a weekly pickup of approximately 100 to 150 barrels from SCI. A former Whitney Barrel employee stated that he picked up barrels from "Cabot Paint Company." He also stated that "Cabot Paint Company" delivered drums to Whitney Barrel. (SEMS 623743; SEMS 595686; SEMS 624118; SEMS 623160).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28532

National Polychemicals/Stepan Company

1. According to its CERCLA § 104(e) information request response, Stepan Company ("Stepan") owned a facility at 51 Eames Street, Wilmington, Massachusetts from 1968 until 1980 when it sold the facility to Olin Corp. According to Olin Corp., the facility at 51 Eames Street, Wilmington, Massachusetts was first operated by National Polychemicals, Inc. ("NPI"). Stepan purchased NPI in 1968 and operated it as a subsidiary until 1971 when it merged NPI into Stepan. Stepan is an active corporation. Stepan filed a quarterly report for the quarter ending June 30, 2017 with the Securities and Exchange Commission in July 2017. (SEMS 559961; SEMS 541080; SEMS 623771).

2. The facility produced chemical additives for rubber and plastics processing. Raw materials used at the facility included sodium acetate, ethylene glycol, acids, barium oxide, hydrazodicarbonamide, acetone, sodium hypochlorite, phenols, formaldehyde, hydrazine, sodium chlorate, sodium bromide, sodium sulfate, hexamethylenetetramine, sodium nitrate, ammonium hydroxide, 2-ethylhexoic acid, zinc oxide, potassium oleate, mineral spirits, azodicarbonamide, diphenylamine, diisobutylene, aluminum chloride, diphenyl oxide, benzonitrile, sodium azide, dimethylformamide, phthalic anhydride, and hexylene glycol. Stepan stated that they found no information responsive to "questions concerning the types of waste generated at the facility and how these wastes were disposed of." (SEMS 559961; SEMS 283480).

3. There are nine deposit slips dated from December 1974 through September 1978 totaling over $7,400 that link Stepan to Whitney Barrel. There are nine deposit slips dated from June 1973 to January 1975 and totaling over $9,200 linking National Polychemicals to Whitney Barrel. Richard Sousa, a former Whitney Barrel employee, stated that barrels containing residues were picked up from "Poly Chemical/Poly Vinyl of Eames Street, Wilmington, MA" and taken to Whitney Barrel. Mr. Sousa added that the residues left in the drums would turn the water from the cleaning cycle green; however, he did not remember any other specifics about these drums other than that they "smelled like chemicals." (SEMS 623743; SEMS 623160).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 35952

Sylvania/GTE

1. According to OSRAM SYLVANIA, Inc.'s response to EPA's CERCLA § 104(e) information request, Sylvania Electric Products Inc. was incorporated as SEPCO, Inc. in 1958 and changed its name to Sylvania Electric Products, Inc. in 1959. In 1970, the company changed its name to GT&E Sylvania Inc. and then to GTE Sylvania Inc. (SEMS 565620; SEMS 100001178).

2. In 1977, GTE Products Corporation was incorporated in Connecticut. It is believed that GTE Sylvania Inc. became a wholly-owned subsidiary of GTE Products Corporation. (SEMS 100001165; SEMS 565620).

3. In 1980, a GTE Products Corporation incorporated in Delaware (date of incorporation unknown but in existence by December 1979) merged into GTE Sylvania Inc. with the surviving entity named GTE Products Corporation. In December 1980, the Connecticut GTE Products Corporation changed its name to GTE Products of Connecticut Corporation. (SEMS 100002114; SEMS 100001166).

4. In 1993, the Delaware GTE Products Corporation (the entity that was incorporated as SEPCO, Inc. and became GTE Products Corporation via several name changes and the merger into GTE Sylvania Inc. with GTE Products Corporation as the surviving entity) was acquired by OSRAM Acquisition Corporation in a stock sale. In February 1993, OSRAM Acquisition Corporation merged with and into the Delaware GTE Products Corporation under the name OSRAM SYLVANIA Inc. ("OSRAM"). OSRAM is a wholly-owned subsidiary of OSRAM GmbH, a German company. OSRAM GmbH is owned by Siemens AG, another German company. In 1997, OSRAM SYLVANIA Products, Inc. incorporated in Delaware. In 2010, OSRAM merged with and into its wholly-owned subsidiary, OSRAM SYLVANIA Products, Inc., with the surviving entity maintaining the OSRAM name. OSRAM, a wholly-owned subsidiary of OSRAM GmbH, has been identified as the corporate successor to SEPCO, Inc. and the operator of the GTE Sylvania, Inc. electronic components facility in Woburn, MA and the lighting products facility in Danvers, MA. (SEMS 565620; SEMS 100001180-100001182; SEMS 100001164).

5. OSRAM stated that it operated a facility at 100 Sylvan Road, Woburn, MA from 1952 through 1970, with final closure in 1971/1972. The facility manufactured transistors, germanium diodes, microwave diodes, transmitting and receiving tubes, anti-transmitting and receiving tubes, magnitrons, integrated circuits, and some glass parts and products. The facility also housed research and development, engineering, and equipment design and manufacturing operations. The raw materials used in these operations included germanium, silicon, ceramic, glass, tungsten, molybdenum, silver, platinum, gold salts,

mica, kovar, mercury, sulfuric acid, hydrochloric acid, acetone, pure alcohol, polyvinylchloride, and triad. Other types of acids and some radioactive materials in liquid form were also used in manufacturing operations. (SEMS 565620).

6. There are three deposit slips totaling over $586 dated in April 1973, January 1974, and July 1976 for "Sylvania"; one deposit slip dated January 1976 for $40 for "GTE Sylvania"; two deposit slips dated in 1976 totaling $128 for "GTE Symphonic"; and four deposit slips dated in 1983 and 1984 totaling $1,749 for "GTE." A former Whitney Barrel employee stated that Sylvania (located at the Stop & Shop Mall at Routes 128 and 38) sent drums to Whitney Barrel containing "corrosive" residues and with "hazardous" labels on them. The former employee further recalled that some of the drums contained a "liquid residue that seemed to evaporate before it hit the sand." (SEMS 623743; SEMS 100000932).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 35953

Varian

1. According to Varian, Inc. ("Varian"), Varian Medical Systems, Inc., Varian Semiconductor Equipment Associates, Inc. ("VSEA"), and Varian became separate public companies as a result of a spin-off transaction by Varian Associates, Inc. ("VAI"). The instruments business spun off as Varian included operations at facilities located at 121 Hartwell Avenue, Lexington, MA and 78 Blanchard Road, Burlington, MA. According to the terms of the Distribution Agreement, Varian assumed all liabilities associated with the Lexington and Burlington facilities, and VSEA assumed all liabilities associated with the Gloucester facility. VAI also operated an Electron Devices business located in Beverly, MA. In August 1995, VAI sold its Electron Devices business, including the Beverly facility, to Communications & Power Industries, Inc. (SEMS 284003; SEMS 284007).

2. In May 2010, Varian merged with Cobalt Acquisition Corporation, a wholly-owned subsidiary of Agilent Technologies, Inc., with Varian as the surviving entity. As a result of this merger, Varian became a wholly-owned subsidiary of Agilent Technologies, Inc. In October 2010, Varian merged with Agilent Technologies, Inc. with Agilent Technologies, Inc. as the surviving entity. In its 2016 Annual 10-K Report, Agilent Technologies, Inc. indicated that it "assumed the liabilities of Varian, including Varian's costs and potential liabilities for environmental matters. One such cost is our obligation…to indemnify Varian Medical Systems, Inc. ('VMS') for certain costs relating to (a) environmental investigation, monitoring, and/or remediation at certain facilities previously operated by Varian Associates, Inc. ('VAI') and third-party claims made in connection with environmental conditions at those facilities, and (b) EPA or third-party claims alleging that VAI or VMS is a potentially responsible party under [CERCLA] in connection with certain sites to which VAI allegedly shipped manufactured waste for recycling, treatment, or disposal." (SEMS 284003; SEMS 284004; SEMS 284007; SEMS 548476; SEMS 100001192-100001200; SEMS 100001214-100001215).

3. Operations at the Burlington facility began in 1984 and were relocated to the Lexington facility in 1989. Operations included wave soldering, assembly, inspection and testing related to the production of leak detectors, vacuum measurement devices, and valves. Operations at the Lexington facility began in 1973 and include machining, welding, aqueous and solvent metal cleaning, painting, assembling metal parts, and testing. The products manufactured include vacuum pumps, vacuum measurement devices, valves, and other related vacuum components. Copper and stainless steel were identified as the primary raw materials used at both facilities. Soap, household cleaners, and 1,1,1-trichloroethane were used to clean the metal working and machinery at each facility. (SEMS 284003; SEMS 284007).

4. According to Varian's CERCLA §104(e) information request response and supplemental response, the following chemical constituents (from EPA Enclosure F) were used at the Burlington and/or Lexington facilities: C9-C18 aliphatic hydrocarbons (oils), C11-C22 aromatic hydrocarbons (oils), C19-C36 aliphatic hydrocarbons (oils), C5-C8 aliphatic hydrocarbons (paint thinner), C9-C10 aromatic hydrocarbons (paint thinner), C9-C12 aliphatic hydrocarbons (paint thinner), copper, lead (solder), stainless steel, chromium, mercury, nickel (stainless steel), hexavalent chromium, 1,1,1-trichloroethane, and acetone. Wastes generated at the Lexington facility from 1981 through 1985 included waste oil, waste alcohol, 1,1,1-trichloroethane, freon, mercury, nitric, sulfuric and hydrofluoric acid, kovar descaler (corrosive liquid), bright dip (corrosive liquid), glacial acetic acid, acid sludge, flux, paint thinner, waste paint, lead dross, filters with paint solids, and liquids in speedy-dri spill debris, including nitric acid, and alkaline cleaner. Wastes generaged at the Burlington facility in 1985 included solvents (freon; alcohols) and oil. Long-time Varian employees indicated that the types and quantities of wastes generated from 1981 through 1985 are representative of the wastes generated during the 1973 to 1980 time period. (SEMS 284003; SEMS 284007).

5. Varian collected its wastes in 55 gallon drums for offsite disposal, primarily by Clean Harbors of Natick. Varian collected these wastes in used raw material drums, which likely previously contained paint thinner, alcohols, solvents and oils, and reconditioned drums. Varian's longtime employees recalled that many of the empty drums were returned, with and without deposit, to Service Chemical (supplier of chemicals used in operations), used to collect hazardous wastes shipped from the facilities, used for scrap metal, or taken home by employees for use as barbecues. (SEMS 284003; SEMS 284004; SEMS 284007).

6. There are ten deposit slips totaling over $1,700 dated from January 1983 through January 1985 linking Varian (8 for Varian; 1 for Varian Beverly) to Whitney Barrel. (SEMS 623743).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 36015

Westinghouse Electric Corporation

1. Westinghouse Electric Co. was incorporated in January 1886. In 1889, Westinghouse Electric Co. purchased the charter of the Chartiers Improvement Company and changed its name to Westinghouse Electric & Manufacturing Corporation. In May 1945, the company changed its name to Westinghouse Electric Corporation. In December 1997, the company changed its name to CBS Corporation. In May 2000, CBS Corporation merged with and into Viacom Inc. ("Viacom"). (SEMS 565638).

2. Westinghouse Electric Corporation operated apparatus repair, specialty motor, and laboratory facilities in Augusta, Maine and Needham Heights, Springfield, Hyde Park, Westborough, and Chicopee, Massachusetts. According to an environmental control survey provided in Viacom's CERCLA § 104(e) information request response, Westinghouse Electric Corporation used solvents, including trichloroethane, methyl chloroform and trichloroethylene, to clean electric motors and transformers. The company's waste stream included sludge (from a steam cleaning booth), waste oil (including PCB oil), PCB solids, paint, varnishes, resins, xylene, toluene, mineral spirits, acids, sodium hydroxide, and material scrap/containers (notes on manifests indicate that containers previously contained oil or corrosive liquids). (SEMS 565638).

3. There are six deposit slips totaling over $1,000 (dated January 1974, February 1975, November 1975, May 1977, August 1978, and January 1984) that link Westinghouse Electric Corporation to Whitney Barrel. (SEMS 623743).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28467

Wildwood Conservation Corporation

1. Wildwood Conservation Corporation is the owner of a parcel of land ("Wildwood Property"), a portion of which is within the area that is now known as Operable Unit 4 (Southwest Properties) of the Wells G&H Superfund Site (hereinafter referred to as the "Site"). The Wildwood Property consists of 14.73 acres of land located across the Boston & Maine railroad tracks. The Wildwood Property is one of five source area properties associated with Operable Unit 1 ("OU1") of the Site. The Wildwood Property is located directly north of three properties that are within Operable Unit 4 ("OU4") of the Site (Murphy's Waste Oil, Whitney Barrel and Aberjona Auto Parts). The wetland associated with the Southwest Properties, known as the Murphy Wetland, includes a portion of the Wildwood Property. According to the Massachusetts Secretary of the Commonwealth Corporations Division, Wildwood Conservation Corporation's charter was revoked in 2012 for failure to file annual reports. The listed officers of the corporation include John J. Riley, Jr. as the President and Treasurer, and Helen D. Riley as Clerk. John J. Riley, Jr. passed away in June 2007. (SEMS 621438-621440; SEMS 259667; SEMS 541095; SEMS 596258).

2. A prior owner installed a production well (PW #2) on the Wildwood Property to support tannery operations on an adjacent parcel. There is historic evidence of hair, fleshings and other tannery wastes found on the Wildwood Property. In addition, historic site investigations revealed the presence of rusted-out steel 55-gallon drums, decayed corrugated cardboard drums, drum lids, bungs and caps and sludge at the Wildwood Property. Historic evidence indicates that the Wildwood Property was used to dispose of waste from the neighboring John J. Riley tannery and Whitney Barrel operations. Walter Day, a former Woburn resident, indicated that he saw tannery employees dumping tannery waste on the tannery property which flowed down to a stream near the Boston and Maine railroad tracks and onto the Wildwood Property. (SEMS 284065; SEMS 476296; SEMS 493528; SEMS 547768; SEMS 549902-549903; SEMS 623101; SEMS 485980; SEMS 555833; SEMS 594554; SEMS 594556-594558; SEMS 594560-594561).

3. The Wildwood Property was identified in the Record of Decision ("ROD") and Consent Decree for OU1 as an area requiring remediation of soils impacted with total cPAHs, polychlorinated biphenyls ("PCBs"), chlordane, 4,4'-DDT, and/or lead. Concentrations of these hazardous substances which exceeded OU1 ROD cleanup levels were found in an area near the southern limit of the Wildwood Property and adjacent to the northwest portion of the Murphy Wetland. (SEMS 16796; SEMS 16982; SEMS 553621-553623).

4. Elevated concentrations of PAHs, pesticides, PCBs, dioxin-like PCB congeners and metals (arsenic, cadmium, chromium and lead) have been historically detected in sediment samples taken from the Murphy Wetland. Sampling conducted from 2010-2013 detected the following additional hazardous substances in sediment samples collected from the Murphy Wetland: naphthalene; vinyl chloride; ethylene dibromide; ethylbenzene; carbazole; benzo(b)fluoranthene; benzo(k)fluoranthene; indeno(1,2,3-cd)pyrene; dibenz(a,h)anthracene; C11-C22 aromatics; C9-C18 aliphatics; aluminum; antimony; barium; cobalt; iron; manganese; mercury; thallium; vanadium; PCB TEQ; and gamma-chlordane. In addition, sampling conducted from 2010-2013 detected the following hazardous substances in surface water from the Murphy Wetland: chromium VI; cobalt; cyanide; iron, and manganese. (SEMS 259667-259668; SEMS 259670-259685; SEMS 260703-260707; SEMS 549964; SEMS 541095; SEMS 596278; SEMS 620700).

5. Surface erosion from the Wildwood Property is likely a contributing cause of the contamination found at the Murphy Wetland property in the Southwest Properties due to the close proximity of this contaminated soil to the Murphy Wetland. In addition, a significant portion of the Southwest Properties (OU4) is subject to flooding, which has the potential to redistribute contamination from the Murphy Wetland to the adjacent properties, as well as onto the Murphy Wetland from the Wildwood Property. (SEMS 541095).

Wells G&H Superfund Site
Operable Unit 4, Southwest Properties
Evidence Summary
Special Collection 28553

Amicon/Hampshire Chemical/W.R. Grace & Co.-Conn.

1. W.R. Grace & Co.-Conn. ("W.R. Grace") and certain affiliates filed for Chapter 11 in April 2001. In May 2008, the United States Bankruptcy Court for the District of Delaware entered an Order authorizing the Settlement Agreement between the United States and W.R. Grace to resolve proofs of claim regarding environmental matters. According to the Settlement Agreement, the United States claim for the Wells G&H Superfund Site is a pre-petition claim and is considered an "Allowed General Unsecured Claim." (SEMS 284009; SEMS 549953).

2. W.R. Grace provided information concerning the operations of various facilities throughout Massachusetts and New Hampshire. According to W.R. Grace, the facilities most relevant to the Whitney Barrel facility were the Cambridge facility, the Lexington Hayden Avenue facility, the Amicon facilities, and the Hampshire Chemical facility in Nashua, New Hampshire. Operations at these facilities included:

    - Cambridge facility: W.R. Grace owned the facility from 1954 until January 2016. According to W.R. Grace, the operations at this facility changed over time. These included "major manufacturing operations, research and development laboratories, and pilot plant facilities that researched 'hundreds of products.'" Some of the products manufactured include colorants, adhesives and bonding agents, roofing and waterproofing materials, sealing compounds, battery separators, gasket and can sealing compounds, dispersing solvents, organic solders, plasticizers, polyvinyl acetate pigment binder, and paint emulsions. Some of the materials used in the manufacture of these products include: resins; neoprene; butyl compounds; soldering fluxes, polyvinylidene chloride, polyvinyl acetate, styrene butadiene latex, vinyl acetate, and acrylic emulsions.
    - Lexington Hayden Avenue facility: W.R. Grace operated at the facility from 1972 through September 1997. W.R. Grace believes it was part of the Dewey and Almy, Polyfibron, and Organic Chemicals Division. W.R. Grace stated that operations included the research, development, and mixing of "sealants for the drum and container industry, metalworking lubricants, automotive sealants…, and carbon dioxide absorbents for the medical and diving industries."
    - Billerica facility (Amicon): Amicon leased this facility until 1984 and used the facility to "manufacture conductive inks, coatings and adhesives" for the electronics industry.
    - Lexington Hartwell Avenue facility (Amicon): W.R. Grace acquired this facility when it bought the Amicon stock in 1983. Much of the operations at this facility involved work for the electronics industry.
    - Nashua facility (Hampshire Chemical Corporation): W.R. Grace acquired this facility in 1965 after purchasing Hampshire Chemical. W.R. Grace stated that

this facility was a “batch chemical manufacturing plant” that produced a wide variety of products. According to the 1968 W.R. Grace Product Guide, this facility manufactured amino acid chelating (used as a water neutralizer for industrial uses of water) or sequestering agents and sarcosine surfactants (used in cosmetics and other beauty products).

(SEMS 284009; SEMS 460408-460409; SEMS 464451; SEMS 464457; SEMS 464461-464463; SEMS 464465; SEMS 464467; SEMS 466901; SEMS 466903-466906; SEMS 466908-466913; SEMS 466915-466920; SEMS 466923-466924; SEMS 466942; SEMS 559962-559965; SEMS 284010; SEMS 624120-624131).

3. Raw materials from these facilities included acetone, carbon black, polystyrene, vermiculite, glycols, gypsum, heptanes, hexane, isoheptane, ligno sulfates, methyl ethyl ketone, oils, pigments, polyethylene, tackifying and epoxy resins, toluene, acrolates, aluminum, ammonia, extenders, hexatone, hydrocarbons, iron oxides, isocyanates, isopropanol, isopropyl alcohol, methanol, methacrylate, photopolymers, phthalates, polyols, PVC, steel, thyol-containing chemicals, thyo photo initiator, xylene, formaldehyde, hydrogen cyanide, ethylenediaminetetraacetic acid, sodium cyanide, nitriloacetic acid, sulfuric acid, nitric acid, methyl isobutyl ketone, silver, agarose, asbestos, acrylonitrite, polymide, lacquer thinner, trichloroethane, mercury, and ethanol. W.R. Grace identified the following wastes from its Cambridge, Lexington Hayden Ave., Amicon, and Hampshire Chemical facilities: organic solid waste, waste oils, cleaning fluids, solvents, spray cans, cleaning rags, empty food cans, office wastes, lab wastes, glass jars, food wastes, speedy-dry, crankcase oil, metal chips, latex, urethane, waste cans from taste testing labs, dried cured rubber or paper, powders, clays, heptane, hexane, off-spec liquid solutions, polymer resins, xylene, hexane, trichloroethane, silver, lacquer thinner, acetone, paper, and cardboard. (SEMS 284009; SEMS 460408-460409; SEMS 464451; SEMS 464457; SEMS 464461-464463; SEMS 464465; SEMS 464467; SEMS 466901; SEMS 466903-466906; SEMS 466908-466913; SEMS 466915-466920; SEMS 466923-466924; SEMS 466942; SEMS 559962-559965; SEMS 284010; SEMS 624120-624131).

4. There are three deposit slips dated from August 1973 through November 1978 totaling $1,072 for W.R. Grace, two deposit slips dated in January 1973 and May 1974 totaling $2,352 for Hampshire Chemical Co., and 12 deposit slips dated from April 1974 through December 1978 totaling over $2,100 for Amicon Corporation that document transactions between W.R. Grace/W.R. Grace related entities and Whitney Barrel. (SEMS 623743).

5. W.R. Grace stated that it was unable to locate any documents or information indicating a relationship between any Amicon facilities and Whitney Barrel. A former W.R. Grace employee recalled that Whitney Barrel removed approximately 100 drums from Hampshire Chemical Corporation on at least one occasion. (SEMS 284009; SEMS 460408-460409; SEMS 464451; SEMS 464457; SEMS 464461-464463; SEMS 464465; SEMS 464467; SEMS 466901; SEMS 466903-466906; SEMS 466908-466913; SEMS 466915-466920; SEMS 466923-466924; SEMS 466942; SEMS 559962-559965; SEMS 284010; SEMS 624120-624131).

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	03/22/2018	10:01 A.M.	The company or receiver name is incorr
	03/22/2018	8:39 A.M.	Out For Delivery Today
	03/22/2018	12:31 A.M.	Destination Scan
Pittsburgh, PA, United States	03/21/2018	8:29 P.M.	Destination Scan
	03/21/2018	6:06 P.M.	The suite number is either missing or in
	03/21/2018	10:14 A.M.	The suite number is either missing or in
	03/21/2018	8:37 A.M.	Out For Delivery Today
	03/21/2018	7:36 A.M.	Destination Scan
	03/21/2018	5:55 A.M.	Arrival Scan
	03/21/2018	5:23 A.M.	Departure Scan
	03/21/2018	4:12 A.M.	Arrival Scan
Philadelphia, PA, United States	03/21/2018	3:18 A.M.	Departure Scan
Philadelphia, PA, United States	03/20/2018	11:58 P.M.	Arrival Scan
East Boston, MA, United States	03/20/2018	10:29 P.M.	Departure Scan
Boston, MA, United States	03/20/2018	8:08 P.M.	Origin Scan
	03/20/2018	3:07 P.M.	Pickup Scan
United States	03/22/2018	8:00 P.M.	Order Processed: Ready for UPS

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Shipping Document

See instructions on back. Visit UPS.com® or call 1-800-PICK-UPS® (800-742-5877) for additional information and Tariff/Terms and Conditions.

TRACKING NUMBER 1Z A49 9T6 22 1017 996 5

1 SHIPMENT FROM

SHIPPER'S UPS ACCOUNT NO. A 4 9 9 T 6

REFERENCE NUMBER

NAME: Susan Scott, OESC4-3

TELEPHONE: (617) 918-1778

COMPANY: US EPA - NEW ENGLAND REGION 1

STREET ADDRESS: 5 POST OFFICE SQ FLR GND RM MAIL RM

CITY AND STATE: BOSTON

ZIP CODE: MA 02109 3901

2 EXTREMELY URGENT DELIVERY TO

NAME: Linda D. Kelley, Esq.

TELEPHONE

COMPANY: Viacom, Inc.

STREET ADDRESS: 11 Stanwix St.

DEPT./FLR.

Residential Delivery ☐

CITY AND STATE (INCLUDE COUNTRY IF INTERNATIONAL): Pittsburgh, PA

ZIP CODE: 15222

3 WEIGHT

LTR	PAK	WEIGHT	DIMENSIONAL WEIGHT If Applicable	LARGE PACKAGE
☒	☐			☐

4 SHIPPER RELEASE ☐

5 TYPE OF SERVICE

☒ NEXT DAY AIR ☐ EXPRESS (INT'L)

FOR INTERNATIONAL SHIPMENTS $ _____ CUSTOMS VALUE ☐ DOCUMENTS ONLY

6 OPTIONAL SERVICES

☐ SATURDAY PICKUP See instructions. ☐ SATURDAY DELIVERY See instructions.

☐ DECLARED VALUE FOR CARRIAGE For declared value over $100, see instructions. $ _____ AMOUNT

☐ C.O.D. If C.O.D. enter amount to be collected and attach completed UPS C.O.D. tag to package. $ _____ AMOUNT

7 ADDITIONAL HANDLING CHARGE

☐ An Additional Handling Charge applies for certain items. See instructions.

TOTAL CHARGES

CHARGES

$ _____

$ _____

$ _____

$ _____

$ _____

$ _____

8 METHOD OF PAYMENT

☒ BILL SHIPPER'S ACCOUNT NUMBER IN SECTION 1

BILL RECEIVER ☐ BILL THIRD PARTY ☐ CREDIT CARD ☐ (DOMESTIC ONLY; RECORD ACCOUNT NO. IN SECTION 9) American Express Diner's Club MasterCard Visa

CHECK ☐

9 RECEIVER'S/THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO. EXPIRATION DATE

THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE

ZIP CODE

Shipper authorizes UPS to act as forwarding agent for export control and customs purposes. Shipper certifies that these commodities, technology or software, if exported from the United States, were exported in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

10 SHIPPER'S SIGNATURE X Dawn O'Neil

All shipments are subject to the terms contained in the UPS Tariff/Terms and Conditions of Service, which are available at UPS.com and local UPS offices.

DATE OF SHIPMENT 3/30/18

0101911202609 6/14 RRD

UPS COPY

New Address:
1515 Broadway, Suite Floor 45
New York, NY 10036

Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1ZA499T62210179965
Service:	UPS Next Day Air®
Shipped/Billed On:	03/22/2018
Delivered On:	03/27/2018 9:31 A.M.
Delivered To:	NEW YORK, NY, US
Received By:	BARNETT
Left At:	Mail Room

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 03/27/2018 11:03 A.M. ET