UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 3

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U.S. EPA REGION 3
HEARING CLERK

IN THE MATTER OF:

Figgie International Facility
1212 Mildred Street
Ranson, West Virginia

First Charles Town Group, Inc.,

Respondent

Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act

CERCLA Docket No. CERCLA-03-2026-0067DC

**ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION**

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## I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and First Charles Town Group, Inc. ("Respondent"). This Settlement provides for the performance of a removal action by Respondent and the payment by Respondent of certain response costs incurred by the United States at or in connection with the Figgie International Facility (the "Site" or "Figgie International Site") generally located at 1212 Mildred Street, Ranson, Jefferson County, West Virginia.

2. This Settlement is issued under the authority vested in the President of the United States by sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Director of the Region III Superfund & Emergency Management Division.

3. EPA has notified the State of West Virginia (the "State") of this action pursuant to section 106(a) of CERCLA.

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

## II. PARTIES BOUND

5. This Settlement is binding upon EPA and upon Respondent and its successors. Unless EPA otherwise consents, (a) any change in ownership or corporate or other legal status of any Respondent, including any transfer of assets, or (b) any Transfer of the Site or any portion thereof, does not alter any of Respondent's obligations under this Settlement.

6. Respondent shall provide notice of this Settlement to officers, directors, employees, agents, contractors, subcontractors, or any person representing Respondent with respect to the Site or the Work. Respondent is responsible for ensuring that such parties act in accordance with the terms of this Settlement.

## III. DEFINITIONS

7. Terms not otherwise defined in this Settlement have the meanings assigned in CERCLA or in regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Settlement, the following definitions apply:

"Action Memorandum" means the EPA Action Memorandum relating to the Site signed on October 31, 2025, by the Superfund and Emergency Response Division's Preparedness and Response Branch Chief, and all attachments thereto. The "Action Memorandum" is attached as Appendix A.

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

"Day" or "day" means a calendar day. In computing any period under this Settlement, the day of the event that triggers the period is not counted and, where the last day is not a working day, the period runs until the close of business of the next working day. "Working Day" means any day other than a Saturday, Sunday, or federal or State holiday.

"Effective Date" means the effective date of this Settlement as provided in Section XXIV.

"EPA" means the United States Environmental Protection Agency.

"Fund" means the Hazardous Substance Superfund established under section 9507 of the Internal Revenue Code, 26 I.R.C. § 9507.

"Future Response Costs " means all costs (including, but not limited to, direct, indirect, payroll, contractor, travel, and laboratory costs) that the United States pays after the Effective Date in implementing, overseeing, or enforcing this Settlement, including: (i) in developing, reviewing and approving deliverables generated under this Settlement; (ii) in overseeing Respondent's performance of the Work; (iii) in taking response action described in ¶ 59 because of Respondent's failure to take emergency action under ¶ 24; (iv) in implementing a Work Takeover under ¶ 31; and (v) in enforcing this Settlement, including all costs paid under Section XIII (Dispute Resolution) and all litigation costs.

"Including" or "including" means "including but not limited to."

"Interest" means interest at the rate specified for interest on investments of the Fund, as provided under section 107(a) of CERCLA, compounded annually on October 1 of each year. The applicable rate of interest will 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. As of the date EPA signs this Settlement, rates are available online at https://www.epa.gov/superfund/superfund-interest-rates.

"National Contingency Plan" or "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to section 105 of CERCLA, codified at 40 C.F.R. part 300, and any amendments thereto.

"Paragraph" or "¶" means a portion of this Settlement identified by an Arabic numeral or an upper- or lower-case letter.

"Parties" means EPA and Respondent.

"Post-Removal Site Control" means actions necessary to ensure the effectiveness and integrity of the Removal Action consistent with sections 300.415(*l*) and 300.5 of the NCP and "Policy on Management of Post-Removal Site Control" (OSWER 9360.2-02, Dec. 3, 1990).

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

"Removal Action" means the removal action selected in the Action Memorandum."

"Respondent" means First Charles Town Group, Inc.

"Section" means a portion of this Settlement identified by a Roman numeral.

"Settlement" means this Administrative Settlement Agreement and Order on Consent, all appendixes attached hereto (listed in Section XX), and all deliverables approved under and incorporated into this Settlement. If there is a conflict between a provision in Sections I through XXIV and a provision in any appendix or deliverable, the provision in Sections I through XXIV controls.

"Site" means the Figgie International Facility Site, located at 1212 N Mildred Street in Ranson, Jefferson County, West Virginia, and depicted generally on the map attached as Appendix B. "State" means the State West Virginia.

"Transfer" means 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" means the United States of America and each department, agency, and instrumentality of the United States, including EPA.

"Waste Material" means (a) any "hazardous substance" under section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any "solid waste" under section 1004(27) of RCRA; and (d) any "hazardous material", as defined under the West Virginia Waste Management Act and regulations promulgated thereunder at West Virginia State Code 22-11-1 et seq.

"Work" means all obligations of Respondent under Sections VII (Coordination and Supervision) through X (Indemnification and Insurance).

"Work Takeover" means EPA's assumption of the performance of any of the Work in accordance with ¶ 31.

## IV. FINDINGS OF FACT

8. EPA makes the following findings of fact:

a. EPA's Removal Program conducted a Removal Site Evaluation ("RSE") consisting of three rounds of indoor and sub-slab soil gas sampling of a building located on the

Site which currently houses four businesses in December 2024, March 2025, and May 2025, respectively.

b. Validated data identified trichloroethylene ("TCE") levels exceeding the EPA Region 3 risk management benchmark of 8.8 ug/m3 for TCE, which is based on a target noncancer risk hazard quotient ("HQ") of 1 due to the toxicity demonstrated by TCE following short-term exposures in sensitive lifestages. Sampling results were also compared to Vapor Intrusion Screening Levels (VISL), which are screening level concentrations in soil gas and indoor air.

c. Sample exceedances ranged from 8.88 micrograms per cubic meter (µg/m3) to 13,300 µg/m3. The building currently houses four businesses. The levels of TCE observed presents a substantial threat to those working inside the building.

d. Figgie International previously sold fire protection and safety equipment, furnishings, technical equipment, machinery and allied products (bottling, labeling, and packaging systems), consumer sports equipment and safety products at the Site. Figgie International was dismantled and its divisions were sold off throughout the early to mid-1990s, with the process largely concluding by the end of 1995.

e. FCT Corporation (which later became First Charles Town Group, Inc.) acquired a parcel of the Site, which included the building where EPA conducted the RSE, in December of 1992, as part of a land exchange of this parcel from S & S Properties, who had previously purchased it from Federal Savings Bank of Virginia.

## V. CONCLUSIONS OF LAW AND DETERMINATIONS

9. Based on the Findings of Fact in Section IV and the administrative record supporting selection of the Removal Action, EPA has determined that:

a. The Site is a "facility" as defined by section 101(9) of CERCLA.

b. The contamination found at the Site, as identified in the Findings of Fact above, includes a "hazardous substance" as defined by section 101(14) of CERCLA.

c. Respondent is a "person" as defined by section 101(21) of CERCLA.

d. Respondent is a responsible party under section 107(a) of CERCLA.

(1) Respondent is the "owner" and/or "operator" of the real property at the Site, as defined by section 101(20) of CERCLA and within the meaning of section 107(a)(1) of CERCLA.

e. The conditions described in ¶¶ 8.a to 8.e of the Findings of Fact constitute an actual or threatened "release" of a hazardous substance from the Site as defined by section 101(22) of CERCLA.

f. EPA determined in an Action Memorandum dated October 31, 2025, that the conditions at the Site described in ¶¶ 8.a to 8.e of the Findings of Fact above may constitute an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance from the Site within the meaning of section 106(a) of CERCLA.

g. The Removal Action is necessary to protect the public health, welfare, or the environment.

## VI. ORDER AND AGREEMENT

10. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record supporting selection of the Removal Action, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement as follows:

## VII. COORDINATION AND SUPERVISION

### 11. Respondent's Project Coordinator

a. Respondent shall designate and notify EPA, within 10 days after the Effective Date, of the name, title, contact information, and qualifications of the Respondent's proposed Project Coordinator. Respondent's Project Coordinator will be responsible for administration of all actions by Respondent required by this Settlement.

b. Respondent's Project Coordinator must have sufficient technical expertise to coordinate the Work. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work.

c. Notice or communication relating to this Settlement from EPA to Respondent's Project Coordinator constitutes notice or communication to Respondent.

d. Respondent may change its Project Coordinator by following the procedures under ¶ 12.

### 12. Procedures for Notice and Disapproval

a. Respondent shall notify EPA of the names, titles, contact information, and qualifications of any contractors or subcontractors retained to perform the Work within 20 days of the Effective Date.

b. EPA may issue notices of disapproval regarding any proposed Project Coordinator, contractor, or subcontractor, as applicable. If EPA issues a notice of disapproval, Respondent shall, within 5 days, submit to EPA a list of supplemental proposed Project Coordinators, contractors, or subcontractors, as applicable, including a description of the qualifications of each.

c. EPA may disapprove the proposed Project Coordinator, contractor, or subcontractor, based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise), if they have a conflict of interest regarding the project, or any combination of these factors.

13. **EPA On-Scene Coordinator**. EPA designates Don McLaughlin of the Preparedness and Response Branch, Western Response Section, Region 3, as its On-Scene Coordinator ("OSC"). The OSC has the authorities described in the NCP, including oversight of Respondent's implementation of the Work, authority to halt, conduct, or direct any Work, or to direct any other removal action undertaken at the Site. The OSC's absence from the Site is not a cause for stoppage of work. EPA may change its OSC and will notify Respondent of any such change.

## VIII. PERFORMANCE OF THE WORK

EPA acknowledges that Respondent may have completed some of the tasks required by this Settlement and that Respondent may have available some of the information and data required by this Settlement. This previous work may be used to meet the requirements of this Settlement, upon submission to and formal approval by EPA.

14. Respondent shall perform, at a minimum, all actions necessary to implement the following items:

a. Prepare building for installation of a sub-slab depressurization system ("SSDS") to remove elevated TCE Vapor Intrusion levels to below EPA Region 3 risk management benchmark of 8.8 ug/m3 throughout the entire building, including each business location;

b. Install SSDS after conduct of the SSDS pressure testing to identify and ground-truth key locations for the installations; and

c. Install additional ventilation systems using carbon filtration as needed in areas where the SSDS will not provide benefit, or if installation of the SSDS is difficult due to the businesses equipment or other materials providing inaccessibility to install an SSDS at that particular business location of the building.

d. Respondent shall implement the following monitoring schedule to demonstrate the effectiveness of the Work:

(1) Conduct initial TCE air sampling of each business inside the building starting one month after installation of SSDS and additional ventilation sources to test effectiveness of those installed systems and make adjustments as needed;

(2) Conduct quarterly (seasonal) sampling inside each business for a period of one full year to ensure ventilation is working effectively

and make adjustments as needed to ensure data results remain below 8.8 ug/m3;

(3) If sample data levels remain below 8.8 ug/m3 for that one-year period of quarterly (seasonal) sampling, sampling shall then be conducted semi-annually inside each business for one year, with adjustments made to the ventilation/SSDS as needed;

(4) If levels remain below 8.8 ug/m3 after semi-annual sampling, conduct one round of sampling one year after the last semi-annual sampling event inside each business. Upon conclusion of data evaluation at that time, sampling frequency can be adjusted as needed; and

(5) Conduct annual maintenance of the installed SSID/ventilation systems, or as needed, and replace/repair the system and filters, if applicable, to ensure proper working condition.

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

16. **Removal Work Plan and Implementation.** Within 30 days after the Effective Date, Respondents shall submit to EPA for approval in accordance with ¶ 21 (Deliverables: Specifications and Approval) a work plan for performing the Work (the "Removal Work Plan") as described in ¶ 14. The Removal Work Plan must include a description of, and an expeditious schedule for, the actions required by this Settlement. The Removal Work Plan must describe all community impact mitigation activities to be performed to: (a) reduce impacts (e.g., air emissions, dust, odor, traffic, noise, temporary relocation, negative economic effects) to residential areas, schools, playgrounds, healthcare facilities, or recreational public areas frequented by community members ("Community Areas") during implementation of the Removal Action; (b) conduct monitoring in Community Areas of impacts from the implementation of the Removal Action; (c) communicate validated sampling data; and (d) make adjustments during the implementation of the Removal Action in order to further reduce negative impacts to affected Community Areas. The Removal Work Plan shall contain information about impacts to Community Areas that is sufficient to assist EPA's On-Scene Coordinator/Community Involvement Coordinator in performing the evaluations described in the Superfund Community Involvement Handbook, OLEM 9230.0-51 (Mar. 2020). The Handbook is located at https://www.epa.gov/superfund/superfund-community-involvement-tools-and-resources#handbook.

17. **Health and Safety Plan ("HASP").** Within 30 days after the Effective Date, Respondent shall submit for EPA review and comment a HASP that meets the requirements of 29 C.F.R. § 910.120 for developing the HASP, that describes all activities to be performed to protect on-Site personnel and area residents from physical, chemical, biological, and all those hazards related to performance of Work under this Settlement. This HASP shall be prepared in accordance

with *EPA's Emergency Responder Health and Safety Manual*, OSWER 9285.3-12 (July 2005 and updates), available on the Agency's website at https://www.epaosc.org/_HealthSafetyManual/manual-index.htm. In addition, Respondent shall ensure that the HASP complies with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. part 1910. If EPA determines that it is appropriate, the HASP shall also include contingency planning. Respondent shall incorporate all changes to the HASP recommended by EPA and shall implement the HASP during the pendency of the Work.

18. **Quality Assurance, Sampling, and Data Analysis**

a. Respondent shall submit a Quality Assurance Project Plan (QAPP), for EPA review and approval prior to sample collection and analysis. The QAPP shall address quality assurance, quality control, and chain of custody procedures for all sampling, monitoring and analytical activities. Respondent shall follow the current versions of EPA's *Environmental Information Quality Policy, Environmental Information Quality Procedure, Quality Assurance Project Plan Standard* at https://www.epa.gov/irmpoli8/environmental-information-policy-procedures-and-standards.

b. Respondent shall ensure that EPA personnel and its authorized representatives are allowed access at reasonable times to laboratories used by Respondent in implementing this Settlement. In addition, Respondent shall ensure that such laboratories analyze all samples submitted by EPA pursuant to the Quality Assurance Project Plan for quality assurance monitoring, and that sampling and field activities are conducted in accordance with the current version of *EPA QA Field Activities Procedure* available at https://www.epa.gov/system/files/documents/2025-07/epa-qa-field-activities-procedure.pdf. Respondent shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Settlement meet the competency requirements set forth in the *Policy to Assure Competency of Organization Conducting Environmental Information Operations and Generating Environmental Information Under Agency-Funded Acquisitions* (Aug. 2025) available at http://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements and that the laboratories perform all analyses according to EPA-accepted methods. Accepted EPA methods are documented in the EPA's Contract Laboratory Program (http://www.epa.gov/clp), SW 846 *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods* (https://www.epa.gov/hw-sw846), *Standard Methods for the Examination of Water and Wastewater* (http://www.standardmethods.org/), 40 C.F.R. part 136, *Air Toxics - Monitoring Methods* (http://www3.epa.gov/ttnamti1/airtox.html).

c. Upon request, Respondent shall provide split or duplicate samples to EPA and the State or its authorized representatives. Respondent shall notify EPA and the State not less than seven days prior to any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State have the right to take any additional samples that EPA deems necessary. Upon request, EPA and the State may provide to Respondent split and/or duplicate samples in connection with EPA's and the State's oversight sampling.

d. Respondent shall submit to EPA all sampling and test results and other data obtained or generated by or on behalf of Respondent or in connection with the implementation of this Settlement.

19. **Post-Removal Site Control.** Respondents shall submit for approval a Post-Removal Site Control Plan to develop controls to ensure the effectiveness and integrity of the removal action after its completion, and shall implement the approved-Plan and provide verification of any controls put in place.

20. **Community Involvement**. EPA has the lead responsibility for implementing community involvement activities at the Site, including the preparation of a community involvement plan, in accordance with the NCP and EPA guidance. As requested by EPA, Respondent shall participate in community involvement activities, including participation in (a) the preparation of information regarding the Work for dissemination to the public (including compliance schedules and progress reports), with consideration given to the specific needs of the community, including translated materials and mass media and/or Internet notification and (b) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site.

21. **Deliverables: Specifications and Approval**

a. **General Requirements for Deliverables.** Respondent shall submit all deliverables to EPA in electronic form, unless otherwise specified by the OSC.

b. **Technical Specifications for Deliverables.** Sampling and monitoring data should be submitted in standard Regional Electronic Data Deliverable ("EDD") format. Respondent should follow guidance outlined in the EPA Region 3 website https://www.epa.gov/superfund/region-3-superfund-electronic-data-submission. Note that EPA Region 3's website links to a developer's site to download the Electronic Data Processor, which currently states that EPA Region 3 is in the process of finalizing the preferred EDD format; until the EPA Region 3 format is finalized, the Settling Defendants should follow the guidance outlined in the EPA Region 2 website at https://www.epa.gov/superfund/region-2-superfund-electronic-data-submission. At a minimum, all electronic data deliverables are to be submitted to EPA in the Staged Electronic Data Deliverable ("SEDD") 2a, 2b or SEDD 3 format (https://www.epa.gov/clp/staged-electronic-data-deliverable-sedd). The Settling Defendants are responsible for ensuring the laboratory can generate a compliant SEDD file. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes. Other delivery methods may be allowed by the OSC if electronic direct submission presents a significant burden or as technology changes.

c. **Approval of Deliverables**. After review of the Removal Work Plan, QAPP, and any other deliverable required to be submitted for EPA approval under the Settlement, EPA shall: (1) approve, in whole or in part, the deliverable; (2) approve the submission upon specified conditions or required revisions to the deliverable; (3) disapprove, in whole or in part, the deliverable; or (4) any combination of the foregoing. If EPA requires revisions, EPA will provide a deadline for the resubmission, and Respondent shall submit the revised deliverable by the required deadline. Once approved or approved with conditions or

required revisions, Respondent shall implement the Removal Work Plan or other deliverable in accordance with the EPA-approved schedule. Upon approval, or subsequent modification, by EPA of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, and any subsequent modifications, will be incorporated into and enforceable under the Settlement; and (2) Respondent shall take any action required by such deliverable, or portion thereof. Respondent shall not commence or perform any Work except in conformance with the terms of this Settlement.

22. **Off-Site Shipments**

a. Respondent may ship hazardous substances, pollutants and contaminants from the Site to an off-site facility only if it complies with section 121(d)(3) of CERCLA and 40 C.F.R. § 300.440. Respondent will be deemed to be in compliance with section 121(d)(3) of CERCLA and 40 C.F.R. § 300.440 regarding a shipment if Respondent 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. Respondent may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide written notice to the appropriate state environmental official in the receiving facility's state and to the OSC. This written 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 written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondent also shall notify the state environmental official referenced above and the OSC of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondent shall provide the written notice after the award of the contract for the Removal Action and before the Waste Material is shipped.

c. Respondent may ship Investigation Derived Waste ("IDW") from the Site to an off-site facility only if they comply with section 121(d)(3) of CERCLA, 40 C.F.R. § 300.440, EPA's *Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992) (https://semspub.epa.gov/work/03/136166.pdf), and any IDW-specific requirements contained in the Action Memorandum. Wastes shipped off-site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

23. **Permits**

a. As provided in CERCLA § 121(e), and section 300.400(e) of the NCP, no permit is 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, Respondent shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. Respondent may seek relief under the provisions of Section XII (Force Majeure) of the Settlement 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 ¶ 23.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. Nothing in the Settlement constitutes a permit issued under any federal or state statute or regulation.

24. **Emergency Response.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondent shall: (a) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (b) immediately notify the OSC or, in the event of its unavailability, the Regional Duty Officer at (800) 424-8802, of the incident or Site conditions; and (c) take such actions in consultation with the OSC or authorized EPA officer and in accordance with all applicable provisions of this Settlement, including, the Health and Safety Plan, and any other applicable deliverable approved by EPA.

25. **Release Reporting.** Upon the occurrence of any event during performance of the Work that Respondents are required to report under CERCLA § 103 of or section 304 of the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. § 11004, Respondents shall immediately (1) orally notify the OSC, and (2) notify the Regional Duty Officer by calling the National Response Center at (800) 424-8802. Respondent shall also submit a written report to EPA within seven days after the onset of such event, (a) describing the event, and (b) all measures taken and to be taken: (1) to mitigate any release or threat of release, (2) to mitigate any endangerment caused or threatened by the release; and (3) to prevent the reoccurrence of any such a release or threat of release. The reporting requirements under this Paragraph are in addition to the reporting required by CERCLA §§ 103 and 111(g) or EPCRA § 304.

26. **Progress Reports.** Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement as requested by EPA, from the date of receipt of EPA's approval of the Removal Work Plan until issuance of Notice of Completion of Work under ¶ 29. These reports must describe all significant developments during the preceding reporting period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

27. **Additional Activities.**

a. If EPA determines that additional actions not included in the Removal Work Plan or other approved plan(s) are necessary to protect public health or welfare or the environment, and such additional activities are consistent with the Action Memorandum and the items listed in ¶ 0, EPA will notify Respondents of that determination. Respondents shall, within 30 days thereafter, submit a revised Removal Work Plan and other deliverables as necessary to

EPA for approval. Respondents shall implement the revised Removal Work Plan and any other deliverables upon EPA's approval in accordance with the procedures of ¶ 21 in accordance with the approved provisions and schedule.

b. Respondents may request modification of the approved Removal Work Plan or other deliverables. In such event, Respondents shall submit a draft revised Removal Work Plan and other deliverables as necessary to EPA for review and approval. Respondents shall implement the revised Removal Work Plan and any other deliverables upon EPA's approval in accordance with the procedures of ¶ 21 in accordance with the approved provisions and schedule.

c. This Paragraph does not limit the OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXI.

28. **Final Report**

a. Within 30 days after completion of all Work required by this Settlement other than the continuing obligations listed in ¶ 29.a, Respondent shall submit for EPA review and approval a Final Report regarding the Work. The Final Report must:

(1) summarize the actions taken to comply with this Settlement;

(2) conform to the requirements of section 300.165 of the NCP ("OSC Reports");

(3) list the quantities and types of materials removed off-Site or handled on-Site;

(4) describe the removal and disposal options considered for those materials;

(5) identify the ultimate destination(s) of those materials;

(6) include the analytical results of all sampling and analyses performed; and

(7) include all relevant documentation generated during the Work (e.g., manifests, invoices, bills, contracts, and permits) and an estimate of the total costs incurred to complete the Work.

b. The Final Report must also include the following certification signed by a responsible corporate official of Respondent or Respondent's Project Coordinator: "I certify under penalty of perjury 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."

29. **Notice of Completion of Work**

a. If after reviewing the Final Report under ¶ 28, EPA determines that all Work, other than the continuing obligations, has been fully performed in accordance with this Settlement, EPA will provide notice to Respondent. A notice of completion of work is not a protectiveness determination and does not affect Respondent's continuing obligations under this Settlement, including the following continuing obligations:

(1) implementing and maintaining the requirements of the Post-Removal Site Controls Plan;

(2) obligations under Section IX (Property Requirements);

(3) payment of Future Response Costs; and

(4) obligations under Section XVIII (Records).

b. If EPA determines that any Work other than the continuing obligations has not been completed in accordance with this Settlement, EPA will so notify Respondent and provide a list of deficiencies to be corrected and a schedule for correcting them. Respondent shall promptly correct all identified deficiencies in accordance with the schedule provided and shall submit a modified Final Report following completion of such work. Subsequent determinations by EPA regarding completion of Work shall be handled in accordance with this Paragraph.

30. **Compliance with Applicable Law**. Nothing in this Settlement affects Respondent's obligations to comply with all applicable state and federal laws and regulations, except as provided in section 121(e) of CERCLA, and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Settlement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. Respondent shall include ARARs selected by EPA in the Removal Work Plan. The activities conducted in accordance with this Settlement, if approved by EPA, will be deemed to be consistent with the NCP as provided under section 300.700(c)(3)(ii).

31. **Work Takeover**

a. If EPA determines that Respondent: (1) have ceased implementation of any portion of the Work required under this Section; (2) are seriously or repeatedly deficient or late in performing the Work required under this Section; or (3) are implementing the Work required under this Section in a manner that may cause an endangerment to public health or welfare or the environment, EPA may issue a notice of Work Takeover to Respondent, including a description of the grounds for the notice and a period of time ("Remedy Period") within which Respondent shall remedy the circumstances giving rise to the notice. The Remedy Period will be 20 days, unless EPA determines in its unreviewable discretion that there may be an endangerment, in which case the Remedy Period will be 10 days.

b. If, by the end of the Remedy Period, Respondent do not remedy to EPA's satisfaction the circumstances giving rise to the notice of Work Takeover, EPA may notify Respondent and, as it deems necessary, commence a Work Takeover.

c. EPA may conduct the Work Takeover during the pendency of any dispute under Section XIII but shall terminate the Work Takeover if and when: (1) Respondent remedies, to EPA's satisfaction, the circumstances giving rise to the notice of Work Takeover; or (2) upon the issuance of a final determination under Section XIII that EPA is required to terminate the Work Takeover.

## IX. PROPERTY REQUIREMENTS

32. If the Site, or any other property where access is needed to implement this Settlement, is owned or controlled by Respondent, Respondent shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement. Where any action under this Settlement is to be performed in areas owned or controlled by someone other than Respondent, Respondent shall use best efforts to obtain all necessary agreements for access, enforceable by Respondent, within 30 days after the Effective Date, or as otherwise specified in writing by the OSC.

33. As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Respondent would use 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 access agreements, as required by this Section. If Respondent cannot accomplish what is required through "best efforts" in a timely manner, they shall notify EPA, and include a description of the steps taken to achieve the requirements. If EPA deems it appropriate, it may assist Respondent, or take independent action, to obtain such access.

34. Respondent shall, prior to entering into a contract to Transfer any of its property that is part of the Site, or 60 days prior to a Transfer of such property, whichever is earlier, (a) give written notice to the proposed transferee that the property is subject to this Settlement; and (b) give written notice to EPA and the State of the proposed Transfer, including the name and address of the transferee. Respondent also agrees to require that its successors comply with this Section IX and Section XVIII (Records).

35. Notwithstanding any provision of the Settlement, EPA and the State retain all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions, including related enforcement authorities under CERCLA, RCRA, and any other applicable statute or regulations.

## X. INDEMNIFICATION AND INSURANCE

36. **Indemnification**

a. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondent as EPA's authorized representative under section 104(e)(1) of CERCLA. Respondent shall indemnify and save and hold harmless

the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on Respondent's behalf or under its control, in carrying out activities under this Settlement, including any claims arising from any designation of Respondent as EPA's authorized representatives under section 104(e)(1) of CERCLA. Further, Respondent agrees to pay EPA all costs it incurs including 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 Respondent, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control in carrying out activities under with this Settlement. EPA may not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities under this Settlement. The Respondent and any such contractor may not be considered an agent of EPA.

b. EPA shall give Respondent notice of any claim for which EPA plans to seek indemnification in accordance with this ¶ 36, and shall consult with Respondent prior to settling such claim.

37. Respondent covenants not to sue and shall not assert any claim or cause 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 Respondent and any person for performance of Work or other activities on or relating to the Site, including claims on account of construction delays. In addition, Respondent shall indemnify and save and hold harmless the United States with respect to any claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of work at or relating to the Site, including claims on account of construction delays.

38. **Insurance**. Respondent shall provide to EPA, by no later than 10 days after the Effective Date, the following insurance: (a) commercial general liability insurance with limits of liability of $1 million per occurrence; and (b) umbrella liability insurance with limits of liability of $5 million in excess of the required commercial general liability limit. The insurance policy must name EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondent under this Settlement. Respondent shall maintain this insurance until the first anniversary after EPA's issuance of the Notice of Completion of Work under ¶ 29. In addition, for the duration of this Settlement, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement. Prior to commencement of the Work, Respondent shall provide to EPA certificates of such insurance and a copy of each insurance policy. Respondent shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Respondent demonstrates 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, Respondent need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondent shall ensure that all submittals to

EPA under this Paragraph identify the Figgie International Site, Ranson, Jefferson County, West Virginia, and the EPA docket number for this action – CERCLA-03-2025-0067DC.

## XI. PAYMENTS FOR RESPONSE COSTS

39. **Payments by Respondent for Future Response Costs**

a. **Periodic Bills**. On a periodic basis, EPA will send Respondent a bill for Future Response Costs, including an "e-Recovery Report" or other standard cost summary, listing direct and indirect costs paid by EPA, its contractors, and subcontractors. Respondent may initiate a dispute under Section XIII regarding a Future Response Cost billing, but only if the dispute relates to one or more of the following issues: (1) whether EPA has made an arithmetical error; (2) whether EPA has included a cost item that is not within the definition of Future Response Costs; or (3) whether EPA has paid excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Respondent shall specify in the Notice of Dispute the contested costs and the basis for the objection.

b. **Payment of Bill**. Respondent shall pay the bill, or if it initiates dispute resolution under Section XIII, the uncontested portion of the bill, if any, within 30 days after receipt of the bill. Respondent shall pay the contested portion of the bill determined to be owed, if any, within 30 days after the determination regarding the dispute. Each payment for: (i) the uncontested bill or portion of bill, if late, and; (ii) the contested portion of the bill determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the bill through the date of payment. Respondent shall make all payments at https://www.pay.gov using the "EPA Miscellaneous Payments Cincinnati Finance Center" link (search for "SFO 1.1" in the search bar), and including references to (i) the Figgie International Site, (ii) EPA Docket No. CERCLA-03-2025-0067DC, (iii) Site/Spill ID No. A3M8, and (iv) the purpose of the payment. Respondent shall send notice of this payment to EPA and include these references.

40. **Deposit of Payments**. EPA may, in its unreviewable discretion, deposit the amounts paid under ¶ 39 in the Fund. EPA may, in its unreviewable discretion, retain and use any amounts deposited in the Fund to conduct or finance response actions at or in connection with the Site.

## XII. FORCE MAJEURE

41. "Force majeure," for purposes of this Settlement, means any event arising from causes beyond the control of Respondent, of any entity controlled by Respondent, or of Respondent's contractors that delays or prevents the performance of any obligation under this Settlement despite Respondent's best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Respondent exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial

inability to complete the Work, increased cost of performance, or a failure to attain performance standards set forth in the Action Memorandum.

42. If any event occurs for which Respondent will or may claim a force majeure, Respondent shall notify EPA's OSC by email. The deadline for the initial notice is two days after the date Respondent first knew or should have known that the event would likely delay performance. Respondent shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Respondent knew or should have known. Within five days thereafter, Respondent shall send a further notice to EPA that includes: (a) a description of the event and its effect on Respondent's completion of the requirements of the Settlement; (b) a description of all actions taken or to be taken to prevent or minimize the adverse effects or delay; (c) the proposed extension of time for Respondent to complete the requirements of the Settlement; (d) a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health or welfare, or the environment; and (e) all available proof supporting its claim of force majeure. Failure to comply with the notice requirements herein regarding an event precludes Respondent 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 ¶ 41 and whether Respondent has exercised best efforts under ¶ 41, EPA may, in its unreviewable discretion, excuse in writing Respondent's failure to submit timely or complete notices under this Paragraph.

43. EPA will notify Respondent of its determination whether Respondent is entitled to relief under ¶ 41, and, if so, the duration of the extension of time for performance of the obligations affected by the force majeure. 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. Respondent may initiate dispute resolution under Section XIII regarding EPA's determination within 15 days after receipt of the determination. In any such proceeding, Respondent has the burden of proving that it is entitled to relief under ¶ 41 and that its proposed extension was or will be warranted under the circumstances.

44. The failure by EPA to timely complete any activity under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondent from timely completing a requirement of the Settlement, Respondent may seek relief under this Section.

## XIII. DISPUTE RESOLUTION

45. Unless otherwise provided in this Settlement, Respondent shall use the dispute resolution procedures of this Section to resolve any dispute arising under this Settlement.

46. A dispute will be considered to have arisen when one or more parties sends a written notice of dispute ("Notice of Dispute") to EPA. Disputes arising under this Settlement must in the first instance be the subject of informal negotiations between the parties to the dispute. If Respondent objects to any EPA action taken pursuant to this Settlement, they shall send EPA a Notice of Dispute describing the objection(s) within 7 days after such action. The period for informal negotiations may not exceed 14 days after the dispute arises, unless EPA otherwise agrees. If the parties cannot resolve the dispute by informal negotiations, the position advanced by

EPA is binding unless Respondent initiates formal dispute resolution under ¶ 47. By agreement of the parties, mediation may be used during this informal negotiation period to assist the parties in reaching a voluntary resolution or narrowing of the matters in dispute.

47. **Formal Dispute Resolution**

a. **Statements of Position**. Respondent may initiate formal dispute resolution by submitting, within seven days after the conclusion of informal dispute resolution under ¶ 45, an initial Statement of Position regarding the matter in dispute. The EPA's responsive Statement of Position is due within 20 days after receipt of the initial Statement of Position. All Statements of Position must include supporting factual data, analysis, opinion, and other documentation. If appropriate, EPA may extend the deadlines for filing statements of position for up to 15 days and may allow the submission of supplemental statements of position.

b. **Formal Decision**. The Director of the Superfund & Emergency Management Division, EPA Region 3, will issue a formal decision resolving the dispute ("Formal Decision") based on the statements of position and any replies and supplemental statements of position. The Formal Decision is binding on Respondent, and shall be incorporated into and become an enforceable part of this Settlement.

48. **Escrow Account.** For disputes regarding a Future Response Cost billing, Respondent shall: (a) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC"); (b) remit to that escrow account funds equal to the amount of the contested Future Response Costs; and (c) send to EPA a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that established and funded the escrow account, including the name of the bank, the bank account number, and a bank statement showing the initial balance in the account. EPA may, in its unreviewable discretion, waive the requirement to establish the escrow account. Respondent shall cause the escrow agent to pay the amounts due to EPA under ¶ 39, if any, by the deadline for such payment in ¶ 39. Respondent is responsible for any balance due under ¶ 39 after the payment by the escrow agent.

49. The initiation of dispute resolution procedures under this Section does not extend, postpone, or affect in any way any requirement of this Settlement, except as EPA agrees. Stipulated penalties with respect to the disputed matter will continue to accrue, but payment is stayed pending resolution of the dispute, as provided in ¶ 52.

## XIV. STIPULATED PENALTIES

50. Unless the noncompliance is excused under Section XII (Force Majeure), Respondent is liable to EPA for the following stipulated penalties:

a. for any failure: (1) to pay any amount due under Section XI; (2) to establish any escrow account required under ¶ 48; (3) to submit timely or adequate deliverables, specifically identified in Appendix C of this Settlement:

| Period of Noncompliance | Penalty Per Noncompliance Per Day |
|---|---|

| | |
|---|---|
| 1st through 14th day | $1,000.00 |
| 15th through 30th day | $1,500.00 |
| 31st day and beyond | $2,000.00 |

b. for any failure to submit timely or adequate deliverables required by this Settlement other than those specified in ¶ 50.a:

| Period of Noncompliance | Penalty Per Noncompliance Per Day |
|---|---|
| 1st through 14th day | $500.00 |
| 15th through 30th day | $750.00 |
| 31st day and beyond | $1,000.00 |

51. **Work Takeover Penalty**. If EPA commences a Work Takeover under ¶ 31, Respondent is liable for a stipulated penalty in the amount of $300,000.

52. **Accrual of Penalties**. Stipulated penalties accrue from the date performance is due, or the day a noncompliance occurs, whichever is applicable, until the date the requirement is completed or the final day of the correction of the noncompliance. Nothing in this Settlement prevents the simultaneous accrual of separate penalties for separate noncompliances with this Settlement. Stipulated penalties accrue regardless of whether Respondent has been notified of its noncompliance, and regardless of whether Respondent has initiated dispute resolution under Section XIII, provided, however, that no penalties will accrue as follows:

a. with respect to a submission that EPA subsequently determines is deficient, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; or

b. with respect to a matter that is the subject of dispute resolution under Section XIII, during the period, if any, beginning on the 21st day after EPA's Statement of Position is received until the date of the Formal Decision under ¶ 47.b.

53. **Demand and Payment of Stipulated Penalties**. EPA may send Respondent a demand for stipulated penalties. The demand will include a description of the noncompliance and will specify the amount of the stipulated penalties owed. Respondent may initiate dispute resolution under Section XIII within 30 days after receipt of the demand. Respondent shall pay the amount demanded or, if it initiates dispute resolution, the uncontested portion of the amount demanded, within 30 days after receipt of the demand. Respondent shall pay the contested portion of the penalties determined to be owed, if any, within 30 days after the resolution of the dispute. Each payment for: (a) the uncontested penalty demand or uncontested portion, if late, and; (b) the contested portion of the penalty demand determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the demand through the date of payment. Respondent shall make payment at https://www.pay.gov using the "EPA Miscellaneous Payments Cincinnati Finance Center" link (search for "SFO 1.1" in the search bar), including references to (i) the Figgie International Site, (ii) EPA Docket No. CERCLA-03-2025-0067DC, (iii) Site/Spill ID No. A3M8, and (iv) the purpose of the payment. Respondent shall send notice of this payment to EPA in accordance with Appendix D of this Settlement. Respondent shall send notices of this payment to the EPA On-Scene Coordinator, the EPA Cincinnati Finance Office, and the EPA

Regional Hearing Clerk in accordance with Appendix D of this Settlement. The payment of stipulated penalties and Interest, if any, does not alter any obligation by Respondent under the Settlement.

54. Nothing in this Settlement limits the authority of the EPA to seek any other remedies or sanctions available by virtue of Respondent's noncompliances with this Settlement or of the statutes and regulations upon which it is based, including penalties under sections 106(b) and 122(l) of CERCLA, and punitive damages pursuant to section 107(c)(3), provided, however, that the EPA may not seek civil penalties under section 122(l) of CERCLA for any noncompliance for which a stipulated penalty is provided for in this Settlement, except in the case of a willful noncompliance with this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 31 (Work Takeover).

55. Notwithstanding any other provision of this Section, the EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued under this Settlement.

## XV. COVENANTS BY EPA

56. **Covenants for Respondent.** Subject to ¶ 58, EPA covenants not to sue or to take administrative action against Respondent under sections 106 and 107(a) of CERCLA regarding the Work and Future Response Costs.

57. The covenants under ¶ 56: (a) take effect upon the Effective Date; (b) are conditioned on the complete and satisfactory performance by Respondent of the requirements of this Settlement; (c) extend to the successors of Respondent but only to the extent that the alleged liability of the successor of the Respondent is based solely on its status as a successor of the Respondent; and (d) do not extend to any other person.

58. **General Reservations.** Notwithstanding any other provision of this Settlement, EPA reserves, and this Settlement is without prejudice to, all rights against Respondent regarding the following:

a. liability for failure by Respondent to meet a requirement of this Settlement;

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

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

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

e. criminal liability.

59. Subject to ¶ 56, nothing in this Settlement limits any authority of EPA to take, direct, or order 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 to request a Court to order such action.

## XVI. COVENANTS BY RESPONDENT

60. **Covenants by Respondent**

a. Subject to ¶ 61, Respondent covenants not to sue and shall not assert any claim or cause of action against the United States under CERCLA, section 7002(a) of RCRA, the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, the State Constitution, State law, or at common law regarding the Work, Future Response Costs, and this Settlement.

b. Subject to ¶ 61, Respondent covenants not to seek reimbursement from the Fund through CERCLA or any other law for costs of the Work, Future Response Costs, or any claim arising out of response actions at or in connection with the Site.

61. **Respondent's Reservation**. The covenants in ¶ 60 do not apply to any claim or cause of action brought, or order issued, after the Effective Date by the United States to the extent such claim, cause of action, or order is within the scope of a reservation under ¶¶ 58.a through 58.e.

62. Respondent agrees not to seek judicial review of the final rule listing the Site on the NPL based on a claim that changed site conditions that resulted from the performance of the Work in any way affected the basis for listing the Site.

## XVII. EFFECT OF SETTLEMENT; CONTRIBUTION

63. The Parties agree that: (a) this Settlement constitutes an administrative settlement under which Respondent has, as of the Effective Date, resolved its liability to EPA within the meaning of sections 113(f)(2), 113(f)(3)(B), and 122(h)(4) of CERCLA; and (b) Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are the Work and Future Response Costs, provided, however, that if EPA exercises rights under the reservations in ¶¶ 58.a through 58.e, the "matters addressed" in this Settlement do not include those response costs or response actions that are within the scope of the exercised reservation.

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

65. **Res Judicata and Other Defenses**. In any subsequent administrative or judicial proceeding initiated against Respondent by EPA or by the United States on behalf of EPA for

injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (res judicata), issue preclusion (collateral estoppel), 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.

66. Nothing in this Settlement creates any rights in, or grants any defense or cause of action to, any person not a Party to this Settlement. Nothing in this Settlement diminishes the right of the United States under section 113(f)(2) and (3) of CERCLA to pursue any person not a party to this Settlement 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).

## XVIII. RECORDS

67. **Respondent's Certification**. Respondent certifies that: (a) 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 EPA or the State; and (b) it has fully complied with any and all EPA requests for information under sections 104(e) and 122(e) of CERCLA, and section 3007 of RCRA.

68. **Retention of Records and Information**

a. Respondent shall retain, and instruct its contractors and agents to retain, the following documents and electronically stored data ("Records") until 10 years after the Notice of Completion of the Work under ¶ 29.a ("Record Retention Period"):

(1) All records regarding Respondent's liability and the liability of any other person under CERCLA regarding the Site;

(2) All reports, plans, permits, and documents submitted to EPA in accordance with this Settlement, including all underlying research and data; and

(3) All data developed by, or on behalf of, Respondent in the course of performing the Work.

b. At the end of the Record Retention Period, Respondent shall notify EPA that it has 90 days to request the Respondent's Records subject to this Section. Respondent shall retain and preserve its Records subject to this Section until 90 days after EPA's receipt of the notice. These record retention requirements apply regardless of any corporate record retention policy.

69. Respondent shall provide to EPA, upon request, copies of all Records and information required to be retained under this Section. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

70. **Privileged and Protected Claims**

a. Respondent may assert that all or part of a record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the record, provided that Respondent complies with ¶ 70.b, and except as provided in ¶ 70.c.

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

c. Respondent shall not make any claim of privilege or protection regarding: (1) any data regarding the Site, including 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 Respondent is required to create or generate in accordance with this Settlement.

71. **Confidential Business Information Claims.** Each Respondent is entitled to claim that all or part of a record submitted to EPA under this Section is Confidential Business Information ("CBI") that is covered by section 104(e)(7) of CERCLA and 40 C.F.R. § 2.203(b). Respondent shall segregate all records or parts thereof submitted under this Settlement which it claims is CBI and label them as "claimed as confidential business information" or "claimed as CBI." Records that a submitter properly labels in accordance with the preceding sentence will be afforded the protections specified in 40 C.F.R. part 2, subpart B. If the records are not properly labeled when they are submitted to EPA, or if EPA notifies the submitter that the records are not entitled to confidential treatment 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 the submitter.

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

## XIX. NOTICES AND SUBMISSIONS

73. All agreements, approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, waivers, and requests specified in this Settlement must be in writing unless otherwise specified. Whenever a notice is required to be given or a report or other document is required to be sent by one Party to another under this Settlement, it must be sent as specified below. All notices under this Section are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such

notices are received on the same day that they are sent. Any Party may change the method, person, or address applicable to it by providing notice of such change to all Parties.

As to EPA: *via email to*:
Don McLaughlin, On-Scene Coordinator
mclaughlin.don@epa.gov
Re: Site/Spill ID # A3M8

As to Respondent: *via email to:*
Mr. Cully Rinaldi
First Charles Town Group, Incorporated
Cully@fctwv.com

## XX. APPENDIXES

74. The following appendixes are attached to and incorporated into this Settlement:

"Appendix A" is the Action Memorandum.

"Appendix B" is the map of the Site.

"Appendix C" is the list of Stipulated Penalties.

"Appendix D" is the notice provisions for Stipulated Penalties.

## XXI. MODIFICATIONS

75. The OSC may modify any plan or schedule in writing or by oral direction. EPA will promptly memorialize in writing any oral modification, which will be effective on the date of the OSC's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

76. If Respondent seeks permission to deviate from any approved Removal Work Plan or schedule, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with a requested deviation until receiving oral or written approval from the OSC pursuant to ¶ 75.

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

## XXII. SIGNATORIES

78. The undersigned representative of EPA and each undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind such party to this Settlement.

## XXIII. INTEGRATION

79. This Settlement constitutes the entire agreement among the Parties regarding the subject matter of the Settlement and supersedes all prior representations, agreements and understandings, whether oral or written, regarding the subject matter of the Settlement.

## XXIV. EFFECTIVE DATE

80. This Settlement is effective when EPA transmits via email a fully executed copy of the Settlement to counsel for Respondent.

**IT IS SO AGREED AND ORDERED**:

**BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**:

LAURA MOHOLLEN Digitally signed by LAURA MOHOLLEN Date: 2026.05.19 11:19:17 -04'00' for

May 19, 2026
Dated

*[digitally signed and dated]*
Paul Leonard, Director
Superfund and Emergency Response Division

Signature Page for Administrative Settlement Agreement and Order on Consent for Removal Action regarding the Figgie International Site.

**FOR:** FIRST CHARLES TOWN GROUP, INC.

March 31, 2020
Dated

Name: Marie B. Weese
Title: Sec/Treas
Address:

## Appendix C

Stipulated Penalties

Stipulated penalties shall accrue pursuant to Section 50.a of this Settlement for any failure to:

1. Timely submit the notification regarding the identity of Respondents' Project Coordinator as required by ¶ 11.a;

2. Timely submit the notification regarding contractors and subcontractors as required by ¶ 12.a.

3. Timely submit the list of supplemental personnel as required by ¶ 12.b.

4. Timely submit a complete Removal Work Plan as required by ¶ 16.

5. Timely submit a complete Health and Safety Plan as required by ¶ 17.

6. Use the procedures and measures identified in ¶ 18.a.

7. Take the steps necessary to make the assurances required by ¶ 18.b.

8. Provide samples and notices as required by ¶ 18.c.

9. Provide samples, test results, and other data as required by ¶ 18.d.

10. Participate in community involvement activities as required by ¶ 20.

11. Provide deliverables in accordance with the requirements of ¶ 21.

12. Timely provide a resubmission as required by ¶ 21.c.

13. Take action in accordance with an EPA-approved deliverable or commence or perform work as required by ¶ 21.c.

14. Timely provide notices as required by ¶ 22.

15. Timely provide notices as required by ¶¶ 24-25.

16. Timely provide complete Progress Reports as required by ¶ 26.

17. Timely submit a revised Work Plan and other deliverables and timely implement the EPA-approved revised Work Plan and other deliverables as required by ¶ 27.

18. Timely submit a complete, certified Final Report as required by ¶ 28.

19. Timely correct identified deficiencies and submit a revised Final Report as required by ¶ 29.b.

20. Timely use best efforts to obtain all necessary agreements for access as required by ¶ 32.

21. Timely provide notices as required by ¶ 34.

24. Timely acquire, or provide copies of, insurance as required by ¶ 38.

25. Timely pay Future Response Costs as required by ¶ 39.

26. Timely provide notices as required by ¶ 42.

27. Timely perform actions in accordance with agreement reached or decision made by EPA following a dispute as required by ¶ 46 unless Respondents initiate formal dispute resolution.

28. Timely establishing, funding, and providing notices concerning an escrow account as required by ¶ 48.

29. Timely pay stipulated penalties demanded by EPA as required by ¶ 53.

30. Timely provide notices required by ¶ 64.

31. Timely provide notice and retain Records as required by ¶ 68.b.

32. Provide EPA with Records and information requested by EPA as required by ¶ 69.

## Appendix D

Notice Provisions for Stipulated Penalties

For each payment of stipulated penalties made under this Settlement, Respondent shall send notice of payment to:

(i) EPA in accordance with ¶ 73;

(ii) EPA via email to the U.S. EPA Cincinnati Finance Office at CINWD_AcctsReceivable@epa.gov; and

(iii) EPA via email to the U.S. EPA Regional Hearing Clerk at R3_Hearing_Clerk@epa.gov;

Each such notice shall state:

(i) the Respondent's name[s];

(ii) the Respondent's street/P.O. Box address[es];

(iii) the Respondent's email address;

(iv) the Respondent's telephone number;

(v) the name of the case;

(vi) the docket number of the Settlement;

(vii) the amount of the payment; and

(ix) the method of payment.