

_____ )	
IN THE MATTER OF: )	SETTLEMENT AGREEMENT
)	
Fleetwood Residential Lead Site )	
Fleetwood Township, Berks County, Pennsylvania )	
)	
and )	
)	
Hamburg Residential Lead Site )	U.S. EPA Region III
Borough of Hamburg, Berks County, Pennsylvania )	CERCLA-03-2019--0117CR
)	
Exide Technologies, Inc. )	
SETTLING PARTY )	PROCEEDING UNDER
)	SECTION 122(h)(1) OF CERCLA
_____ )	42 U.S.C. § 9622(h)(1)

**CERCLA SECTION 122(h)(1) SETTLEMENT AGREEMENT  
FOR RECOVERY OF PAST RESPONSE COSTS**

## TABLE OF CONTENTS

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

## I. JURISDICTION

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

2. This Settlement Agreement is made and entered into by EPA and Exide Technologies, Inc. (“Settling Party”). Settling Party consents to and will not contest EPA’s authority to enter into this Settlement Agreement or to implement or enforce its terms.

## II. BACKGROUND

3. This Settlement Agreement concerns the Fleetwood Residential Lead Superfund Site (“Fleetwood Site”) located in Fleetwood Township, Berks County, Pennsylvania and the Hamburg Residential Lead Superfund Site (“Hamburg Residential Site”) located in the Borough of Hamburg, Windsor Township, Berks County, Pennsylvania (collectively the “Sites”). EPA alleges that each of the Sites is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from each of the Sites, EPA undertook response actions at each of the Sites pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. At each of the Sites, EPA was initially contacted after a local resident reported discovering battery fragments. At each of the Sites, EPA conducted a removal assessment which detected the presence of visible battery fragments and lead concentrations in soil in excess of EPA’s residential risk-based screening/action level of 572 parts per million (“ppm”). At the Fleetwood Site, lead levels ranged as high as 63,900 ppm. At the Hamburg Residential Site, lead levels ranged as high as 31,600 ppm. At each of the Sites, EPA issued an Action Memo that selected a removal action to address contaminated soils. EPA subsequently conducted the removal action at each Site, which consisted of excavating and properly disposing of contaminated surface soils and backfilling with clean soil, followed by stabilization to minimize erosion.

5. In performing the response actions, EPA has incurred response costs at or in connection with each of the Sites.

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

7. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. This Settlement Agreement is entered into pursuant to the process set forth in a prior settlement agreement between the United States and Settling Party and approved by the United States Bankruptcy Court for the District of Delaware on May 25,

2011 in a matter captioned *In re: Exide Technologies*, 02-11125 (Bankr. D. Del.). The actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

### III. PARTIES BOUND

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

### IV. DEFINITIONS

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

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

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

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

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

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

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

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

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

“Parties” shall mean EPA and Settling Party.

“Past Response Costs” shall mean all amounts recoverable under Section 107 of CERCLA, 42 U.S.C. §9607, including but not limited to direct and indirect costs that EPA or the U.S. Department of Justice on behalf of EPA has incurred at or in connection with the Sites, through August 31, 2019.

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

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

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

“Settling Party” shall mean Exide Technologies, Inc.

“Fleetwood Site” shall mean the Fleetwood Residential Lead Superfund Site, encompassing approximately 13 acres, located at 2019 Mt. Laurel Road in Fleetwood Township, Berks County, Pennsylvania, and generally shown on the map included in Appendix A.

“Hamburg Residential Site” shall mean the Hamburg Residential Lead Superfund Site, encompassing approximately 2 acres, located at 736 N. 6<sup>th</sup> Street in the Borough of Hamburg, Windsor Township, Berks County, Pennsylvania, and generally shown on the map included in Appendix B.

“Sites” shall mean, collectively, the Fleetwood Site and the Hamburg Residential Site.

“State” shall mean the Commonwealth of Pennsylvania.

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

## **V. PAYMENT OF RESPONSE COSTS**

10. **Payment by Settling Party for Past Response Costs.** Within 45 days after the Effective Date, Settling Party shall pay to EPA \$112,500.

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

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

Such payment shall reference Site/Spill ID Numbers A3XU and A3VY and the EPA docket number for this action.

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

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

**EPA CFC by email:** cinwd\_acctsreceivable@epa.gov

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

Such notice shall reference Site/Spill ID Numbers A3XU and A3VY and the EPA docket number for this action.

## VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

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

### 15. **Stipulated Penalty**

a. If any amounts due to EPA under Paragraph 10 (Payment by Settling Party for Past Response Costs) are not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14 (Interest on Late Payments), \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. Settling Party shall identify all payments to EPA under this Paragraph as “stipulated penalties,” shall reference Site/Spill ID Numbers A3XU and A3VY and the EPA docket number for this action, and shall make payment by Fedwire Electronic Funds Transfer (EFT) to:

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

16. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Party’s failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to comply with the requirements of this Settlement Agreement, it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

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

## **VII. COVENANTS BY EPA**

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

## **VIII. RESERVATIONS OF RIGHTS BY EPA**

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

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

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

## **IX. COVENANTS BY SETTLING PARTY**

21. **Covenants by Settling Party.** Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs and this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at either or both of the Sites for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and
- c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

22. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

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

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

- (1) **De Micromis/Residential Property Owner Waiver.** For all matters relating to either or both of the Sites against any person where the person's

liability to Settling Party with respect to either or both of the Sites is based solely on: (1) having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at either or both of the Sites, or having accepted for transport for disposal or treatment of hazardous substances at either or both of the Sites, 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 either or both of the Sites was less than 110 gallons of liquid materials or 200 pounds of solid materials; and/or (2) being a "owner of residential property" as that term is defined in EPA's July 3, 1991 guidance entitled, *Policy Towards Owners of Residential Property at Superfund Sites* (OSWER Directive # 9834.6);

**b. Exceptions to Waiver**

(1) The waiver under this Paragraph 22 shall not apply with respect to any defense, claim, or cause of action that Settling Party may have against any person otherwise covered by such waiver if such person asserts a claim or cause of action relating to either or both of the Sites against Settling Party.

**X. EFFECT OF SETTLEMENT/CONTRIBUTION**

24. Except as provided in Paragraph 22 (Waiver of Claims by Settling Party), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section IX (Covenants by Settling Party), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to either or both of the Sites against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

25. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which the Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs.

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

27. Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the

initiation of such suit or claim. Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

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

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

## **XI. RETENTION OF RECORDS**

30. Until 10 years after the Effective Date, Settling Party shall preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to each of the Sites. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

31. After the conclusion of the 10-year record retention period, Settling Party shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided in Paragraph 32 (Privileged and Protected Claims), Settling Party shall deliver any such Records to EPA.

32. **Privileged and Protected Claims**

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

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

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

(1) any data regarding the either or both of the Sites, 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 either or both of the Sites; or

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

33. **Business Confidential Claims.** Settling Party may assert that all or part of a Record submitted to EPA under this Section or Section XI (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Party shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Settling Party assert a business confidentiality claim. Records that Settling Party claim to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Party that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Party.

34. Notwithstanding any provision of this Settlement Agreement, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions relating thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

35. Settling Party certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding either or both of the Sites 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 either or both of the

Sites pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

## **XII. NOTICES AND SUBMISSIONS**

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

### **As to EPA:**

Thomas A. Cinti (3RC42)  
Senior Assistant Regional Counsel  
U.S. Environmental Protection  
1650 Arch Street  
Philadelphia, PA 19103  
[cinti.thomas@epa.gov](mailto:cinti.thomas@epa.gov)

### **As to Settling Party:**

Keith Scott  
Deputy General Counsel and Chief Litigation Officer  
Exide Technologies, Inc.  
13000 Deerfield Parkway  
Milton, GA 30004

## **XIII. INTEGRATION/APPENDICES**

37. This Settlement Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: "Appendix A" is the map of the Fleetwood Site; and "Appendix B" is the map of the Hamburg Residential Site.

## **XIV. PUBLIC COMMENT**

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

**XV. ATTORNEY GENERAL APPROVAL**

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

**XVI. EFFECTIVE DATE**

40. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 38 has closed and the United States has determined not to withhold its consent or seek to modify this Settlement Agreement based on the comments received, if any.

IT IS SO AGREED:

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

August 22, 2019  
Dated

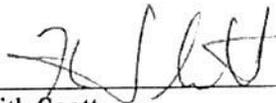


Paul Leonard, Acting Director  
Superfund & Emergency Management Division, Region III

Signature Page for Settlement Agreement Regarding Fleetwood Residential Lead and Hamburg  
Residential Lead Superfund Sites

**FOR EXIDE TECHNOLOGIES, INC.:**

8/1/19  
Dated

  
\_\_\_\_\_  
Keith Scott  
Deputy General Counsel and Chief Litigation Officer  
Exide Technologies, Inc.  
13000 Deerfield Parkway  
Milton, GA 30004