

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 3**

FILED

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**U.S. EPA REGION 3
HEARING CLERK**

IN THE MATTER OF:

NORTH PENN AREA 5 SUPERFUND SITE CERCLA-03-2026-0026DC
Colmar and Hatfield Township, Pennsylvania

STABILUS, INC., AND
HONEYWELL INTERNATIONAL, INC,

Respondents

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

**ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT FOR FOCUSED
FEASIBILITY STUDY**

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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 Region 3 (“the EPA or “the Agency”) and Stabilus, Inc., and Honeywell International, Inc. (“Respondents”). This Settlement provides for the performance of a Focused Feasibility Study (“FFS”) for the Operable Unit 2 remedial target area (“OU2 Remedial Target Area”) located at 92 County Line Road in Colmar, Pennsylvania, by Respondents and the payment by Respondents of certain response costs incurred by the United States at or in connection with OU2 Remedial Target Area located within the North Penn Area 5 Superfund Site (“NP5” or “the Site”), generally located in Colmar, Montgomery and Bucks Counties, Pennsylvania.

2. This Settlement is issued under the authority vested in the President of the United States by sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”). This authority was delegated to the Administrator of the EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to Regional Administrators by the EPA Delegation Nos. 14-14C (Administrative Actions through Consent Orders, Jan. 18, 2017) and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). This authority was further redelegated by the Regional Administrator of the EPA Region 3 to the Director, Superfund and Emergency Management Division, by the EPA Region 3 Delegation Nos. 14-14-C (Administrative Actions Through Consent Orders, April 15, 2019) and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, April 15, 2019).

3. In accordance with section 122(j)(1) of CERCLA, the EPA notified the United States Department of the Interior and the Commonwealth of Pennsylvania on September 10, 2004, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and at that time encouraged the trustee(s) to participate in the negotiation of any Settlement.

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

II. PARTIES BOUND

5. This Settlement is binding upon the EPA and upon Respondents and their successors. Unless the 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 Respondents’ obligations under this Settlement. Respondents’ responsibilities under this Settlement cannot be assigned except under a modification executed in accordance with ¶ 97 (Modifications to Settlement).

6. Respondents shall be responsible for ensuring that their officers, directors, employees, agents, contractors, or any other person representing Respondents perform the Work in accordance with the terms of this Settlement. Respondents shall provide notice of this Settlement to each person representing Respondents with respect to the Site or the Work. Respondents shall provide notice of this Settlement to each contractor performing any Work and shall ensure that notice of the Settlement is provided to each subcontractor performing any Work.

III. DEFINITIONS

7. Subject to the next sentence, terms used in this Settlement that are defined in CERCLA or the regulations promulgated under CERCLA have the meanings assigned to them in CERCLA and the regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Settlement, the following definitions apply:

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

“Commonwealth” means the Commonwealth of Pennsylvania.

“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.

“Engineering Controls” means constructed containment barriers or systems that control one or more of the following: downward migration, infiltration, airborne particles and/or material, or seepage of surface runoff or rain; or natural leaching migration of contaminants through the subsurface over time. Examples include caps, engineered bottom barriers, immobilization processes, and vertical barriers.

“EPA” means the United States Environmental Protection Agency.

“FFS” means the Focused Feasibility Study required under this Settlement.

“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 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 Respondents’ performance of the Work; (iii) in assisting or taking action to obtain access or use restrictions under ¶ 45; (iv) in taking action under ¶ 54 (Access to Financial Assurance); (v) in taking response action described because of Respondents’ failure to take emergency action under Section 5.6 (Emergency Response and Reporting) in the SOW; (vi) in

implementing a Work Takeover under ¶ 44; (vii) in implementing community involvement activities including the cost of any technical assistance grant provided under section 117(e) of CERCLA and (viii) in enforcing this Settlement, including all costs paid under Section XIII (Dispute Resolution) and all litigation costs. Future Response Costs also includes all Interest accrued, after the date which this Administrative Settlement and Order on Consent is transmitted to Respondents, on the EPA's unreimbursed costs under section 107(a) of CERCLA to implement, oversee, or enforce this settlement agreement.

“Greener Cleanup” means strategies designed to help minimize the environmental footprint of cleaning up contaminated sites and ensure a protective remedy within the applicable CERCLA statutory and regulatory framework.

“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 the EPA signs this Settlement, rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Maximum Contaminant Level” or “MCL” means the maximum permissible level of contaminant in water which is delivered to any user of a public water system promulgated pursuant to section 1412 of the Safe Drinking Water Act, 42 U.S.C. § 300g-1, and codified at 40 C.F.R. Part 141.

“NP5” shall mean the North Penn Area 5 Superfund Site or the Site, encompassing approximately one and a half square miles, located in the vicinity of Colmar in Hatfield, Montgomery, and New Britain Townships, in Montgomery and Bucks Counties, Pennsylvania, depicted generally on the map and figure attached as Appendix A.

“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.

“Operable Unit 2 Remedial Target Area” means, for the sole purpose of this Settlement, the contaminated shallow and intermediate zone groundwater at the former Stabilus, Inc. property principally impacted from the historical release on the former Stabilus property, as further depicted, in the figure attached as Appendix B.

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

“Parties” means the EPA and Respondents.

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

“RI” means the Remedial Investigation and any information collected and used in the FFS.

“Respondents” means Stabilus, Inc., and Honeywell International, 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.

“Special Account” means the special account, within the Fund, established for the Site by the EPA under section 122(b)(3) of CERCLA.

“Statement of Work” or “SOW” means the document attached as Appendix C which describes the activities Respondents shall perform to conduct the FFS, and any modifications made thereto in accordance with this Settlement.

“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 the 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 waste” under Section 261a.3, Title 25 of the Pennsylvania Code, 25 Pa. Code § 261a.3.

“Work” means all obligations of Respondents under Sections VII (Performance of the Work) through X (Indemnification and Insurance).

“Work Takeover” means the EPA’s assumption of the performance of any of the Work in accordance with ¶ 44 (Work Takeover).

IV. FINDINGS OF FACT

8. The North Penn Area 5 Superfund Site is located in the vicinity of Colmar in Hatfield, Montgomery, and New Britain Townships, in Montgomery and Bucks Counties, Pennsylvania. The majority of NP5 is located in the eastern part of Montgomery County, with a portion of the Site extending into Bucks County. NP5 encompasses an approximately one and a half square-mile area generally bounded by Richardson Road to the southeast, Bethlehem Pike (Route 309) to the west, Trewigtown Road to the northwest and Schoolhouse Road to the east.

9. In 1979, the North Penn Water Authority (“NPWA”) discovered that water in its municipal supply well NP-21 was contaminated with volatile organic compounds (“VOCs”), including trichloroethene (“TCE”). Subsequently, NPWA, the Pennsylvania Department of Environmental Resources (“PADER”) (the predecessor to the Pennsylvania Department of Environmental Protection

("PADEP")), and the EPA identified several potential sources of the contamination in the area of NP-21 that had historically used TCE and other VOCs in their production and manufacturing processes.

10. The EPA identified three primary areas of contamination, which the Agency refers to as Operable Units 1, 2, and 3, as shown in the figure attached as k D. OU1 generally describes the contamination in the vicinity of and emanating from the former Underground Storage Tank located at the former BAE Systems, Inc. facility at 305 Richardson Road in Colmar, Pennsylvania. OU2 generally describes the contamination in the vicinity of, and emanating from, the facility at 92 County Line Road in Colmar, Pennsylvania ("Former Stabilus Facility")¹. OU3 generally describes the contamination in the vicinity of Advance Lane in Colmar, Pennsylvania.

11. American Electronic Laboratories ("AEL"), predecessor to BAE (collectively referred to hereinafter as "BAE"), was identified as a potential source of contamination found in the NPSA Well NP-21. In 1953, AEL began operations at the facility within NP5 which is located at 305 Richardson Road in Colmar, Pennsylvania ("the Former BAE Facility").

12. AEL also owned a portion of the adjacent property at 92 County Line Road, Colmar, Pennsylvania, which in 1979, AEL sold to County Line Land Corporation ("CLLC").

13. Gas Spring Corporation ("Gas Spring"), later known as ZF Sachs Automotive of America, Inc. ("ZF Sachs") and, later, Stabilus, Inc. ("Stabilus")(collectively referred to hereinafter as "Stabilus") leased the property from CLLC and later County Line Land Limited Partnership ("CLLLP"). In 1979, Gas Spring built the facility at 92 County Line Road and began manufacturing gas pistons or shock absorber-type springs, utilized in automobile hatch-backs, gates, and trunks. Stabilus ceased operations at the Former Stabilus Facility in 1998. In 1999, CLLLP sold the Former Stabilus Facility to H&N Packaging, Inc., later known as Constantia Colmar, Inc. ("Constantia Colmar"). Constantia Colmar sold the Former Stabilus Facility to 92 County Line Rd Associates in January 2023, having ceased on-site operations in 2020.

14. Stabilus used TCE as a cleaner in its processes from May 1979 through January 1986. The TCE was supplied and delivered by Baron Blakeslee, Inc. ("Baron Blakeslee"), later known as Honeywell International, Inc. ("Honeywell"). TCE was stored in a 1,000-gallon tank owned by Baron Blakeslee until 1985. In 1985, when the 1,000-gallon tank was removed, Stabilus began purchasing and receiving TCE in 55-gallon drums. On January 29, 1980, TCE leaking from a Baron Blakeslee truck during a bulk delivery at the loading dock of the Former Stabilus Facility was observed and documented.

15. The Former Stabilus Facility is a source of the groundwater contamination plume within the OU2 Remedial Target Area.

¹ The OU2 plume may have been impacted by other identified sources located on properties adjacent to the Former Stabilus Facility property.

16. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, the EPA placed NP5 on the National Priorities List (“NPL”), set forth at 40 C.F.R. Part 300, by publication in the *Federal Register* on March 31, 1989, 54 Fed. Reg. 13296.

17. In 1990, the EPA notified various parties of their potential liability under CERCLA in connection with NP5 and, in 1997, sent special notice letters to several potentially responsible parties (“PRPs”), offering them the opportunity to perform a Remedial Investigation and Feasibility Study (“RI/FS”) at NP5. When negotiations for a PRP-lead RI/FS proved unsuccessful, pursuant to CERCLA Section 104(a), 42 U.S.C. § 9604(a), and in accordance with the NCP at 40 C.F.R. § 300.430, the EPA initiated a Fund-lead RI/FS for NP5 in 1998, under which the Agency studied the area that included property associated with eight commercial facilities.

18. The EPA evaluated the nature and extent of contamination at NP5 between 1998 and 2003. The findings of the investigation are documented in the July 2002 RI/FS Report and the September 2003 Supplemental RI report. Activities undertaken during the investigation included identifying existing groundwater wells and installing new groundwater monitoring wells at 31 locations across NP5; collecting groundwater samples; conducting aquifer pump tests to better understand the regional groundwater flow patterns and their influence on the movement of the contamination; sampling soil in suspected source areas; and sampling surface water and sediments in nearby streams.

19. The 2002 RI revealed that TCE and related VOCs are present in the groundwater at OU2, with TCE concentrations as high as approximately 7,600 µg/l in the groundwater beneath the Former Stabilus Facility and TCE concentrations as high as 3,900 µg/l in the groundwater beneath the northwestern portion of the Former BAE Facility property.

20. The 2002 RI included a human health risk assessment (“HHRA”) to identify the potential risks to human health, as well as a screening level ecological risk assessment (“SLERA”) to identify potential risks to the environment, that would result from exposure to the hazardous substances associated with NP5. The HHRA found that the NP5 contamination poses both carcinogenic and non-carcinogenic risks to future adult workers and future adult and child residents at the Site.

21. The SLERA did not identify any NP5-related constituents in sediment or surface water at OU2 that present a significant ecological risk to potential receptors, nor did it identify any ecological risks at OU2 due to the lack of complete exposure pathways for ecological receptors to contaminated groundwater.

22. In 2002, the EPA issued a proposed plan setting forth its preferred remedy for each OU. After reviewing the extensive comments submitted during the public comment period, the EPA decided to revisit the preferred remedy for OU2. In June 2004, the Agency issued a record of decision (“ROD”) for OU1 and OU3.

23. In September 2008, the EPA issued a proposed plan for an interim remedial action at OU2. Specifically, the plan called for the implementation of enhanced in-situ bioaugmentation to address groundwater contamination in the overburden, since insufficient data existed with respect to groundwater in the bedrock portion of the aquifer to issue a final ROD for OU2 at the time.

24. On September 7, 2011, the EPA issued a ROD selecting enhanced in-situ bioaugmentation as an interim response action to address TCE contamination in the overburden at OU2 (hereinafter, the “Interim ROD”).

25. On June 29, 2012, the EPA issued a unilateral administrative order (UAO) (Docket No. CERC-03-2012-0205DC) to Constantia Colmar, Stabilus, and ZF Sachs requiring those parties to perform the Remedial Design for the remedy selected in the Interim ROD.

26. As part of the implementation of the Interim ROD’s selected remedy, TCE concentrations were found as high as approximately 180,000 µg/l in the groundwater adjacent to the Former Stabilus Facility, and as high as 950 µg/l in the groundwater beneath the northwestern portion of the Former BAE Facility property. In addition, TCE concentrations were found as high as approximately 36,000 µg/l in the groundwater in the bedrock beneath the Former Stabilus Facility property.

27. On March 14, 2014, the EPA, Constantia Colmar, and Stabilus entered into an AOC (Docket No. CERC-03-2014-0060AC) (hereinafter, the “VI AOC”). Pursuant to the VI AOC, Constantia Colmar and Stabilus agreed to conduct an evaluation of vapor intrusion (“VI”) at the Former Stabilus Facility. VI assessments completed in March 2015 and November/December 2015 showed evidence of a complete VI pathway from the groundwater to internal air within the Former Stabilus Facility. As permitted under the VI AOC, the respondents elected to evaluate the feasibility of addressing future VI risks by evaluating the effectiveness of the existing heating, ventilation, and air conditioning system in maintaining positively pressurized conditions in the building, except for the pressroom. In Fall 2020, Constantia Colmar moved their operations leaving the building unoccupied.

28. In a comfort letter provided to 92 County Line Rd Associates by the EPA, dated October 17, 2022, and related to the Former Stabilus Facility property, the EPA stated that properly designing and installing a VI mitigation system in existing buildings and any newly constructed buildings may be reasonable steps related to the hazardous substance contamination found at the Site.

29. In January 2023, the Former Stabilus Facility property was sold to 92 County Line Rd Associates, LLC and as part of their renovations of the building, a VI mitigation system was installed.

30. On June 13, 2017, the EPA issued a UAO (Docket No. CERC-03-2017-0128DC (“2017 UAO”)) to Stabilus, ZF Sachs, Constantia Colmar, CLLLP, and Honeywell, requiring the parties to perform a Partial Supplemental Remedial Investigation – Operable Unit 2 Phase I Bedrock Investigation for the contamination emanating from the Former Stabilus Facility.

31. The purpose of the partial supplemental RI work ordered under the 2017 UAO was to determine the nature and extent of contamination in the bedrock aquifer emanating from the Former Stabilus Facility to support a FFS and an update of the Conceptual Site Model (“CSM”).

32. On September 2, 2022, the EPA provided notice to Respondents, pursuant to the 2017 UAO Work Takeover provision, and the EPA installed additional monitoring wells and sampled the monitoring network. The additional work performed by the EPA was intended to further define the nature and extent of groundwater contamination emanating from the Former Stabilus Facility.

33. On January 11, 2023, an Environmental Covenant (“EC”) was recorded with the Montgomery County Recorder of Deeds by Constantia Colmar, subjecting the Former Stabilus Facility property located at 92 County Line Road, Colmar, Pennsylvania to the following activity and use limitations, which run with the land:

- (i) The Property may be used only for industrial, commercial, or other non-residential purposes;
- (ii) The installation of public or domestic groundwater supply wells on the Property is prohibited; and
- (iii) Any activity on the Property, by any person, that would in any manner disturb or interfere with the remedial systems at the Property, including, but not limited to, monitoring wells, vapor intrusion transducers, and like equipment installed as part of investigations or cleanup actions at the Site, is prohibited unless such activity is first approved in writing by the EPA

In addition to the above use restrictions the EC requires the then owner to report to the EPA annually as to whether or not the activity and use limitations are being abided by, and also to provide the EPA reasonable right of access.

34. In 2024, pursuant to the 2017 UAO, Stabilus and Honeywell, performed additional groundwater sampling in order to determine the nature and extent of the groundwater contamination plume emanating from the Former Stabilus Facility and to update the CSM.

35. On December 30, 2024, Respondents submitted a Partial Remedial Investigation Report (PRIR) providing the results for the additional groundwater sampling and an updated CSM.

36. In a letter dated April 9, 2025, the EPA approved the PRIR upon incorporation of comments provided with the letter. EPA’s letter stated that “[a] new version of the PRIR/CSM is not necessary at this time as the CSM will be updated once additional data is generated.”

37. **Respondents.**

- a. Stabilus is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 1201 Tulip Drive in Gastonia, North Carolina.
- b. Honeywell International is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 855 S. Mint Street, Charlotte, North Carolina 28202.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

38. Based on the Findings of Fact in Section IV and the administrative record, the EPA has determined that:

- a. The OU2 Remedial Target Area is a “facility” as defined by section 101(9) of CERCLA.
- b. The contamination found within the OU2 Remedial Target Area, as identified in the Findings of Fact above, includes “hazardous substances” as defined by section 101(14) of CERCLA.
- c. Each Respondent is a “person” as defined by section 101(21) of CERCLA.
- d. Each Respondent is a responsible party under section 107(a) of CERCLA.
- e. Each Respondent is a person who either generated the hazardous substances found within the OU2 Remedial Target Area, is a person who at the time of disposal of any hazardous substances owned or operated the OU2 Remedial Target Area, is a person who arranged for disposal or transport for disposal of hazardous substances within the OU2 Remedial Target Area, or is a person who transported hazardous substances to the OU2 Remedial Target Area. Each Respondent therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- f. 92 County Line Rd Associates, LLC is the “owner” and/or “operator” of the Former Stabilus Facility, as defined by section 101(20) of CERCLA and within the meaning of section 107(a)(1) of CERCLA.
- g. Respondents Stabilus and Honeywell were the “owners” and/or “operators” of the facilities where the OU2 Remedial Target Area is located at the time of disposal of hazardous substances at the facility, as defined by section 101(20) of CERCLA, and within the meaning of section 107(a)(2) of CERCLA.
- h. The conditions described in the Findings of Fact constitute an actual and/or threatened release of a hazardous substance from the facility as defined by section 101(22) of CERCLA.
- i. The actions required by this Settlement are necessary to protect the public health or welfare or the environment, are in the public interest, are consistent with CERCLA and the NCP, and will expedite effective remedial action and minimize litigation, in accordance with sections 104(a)(1) and 122(a) of CERCLA.
- j. The EPA has determined that Respondents are qualified to conduct the FFS within the meaning of section 104(a) of CERCLA and will carry out the Work properly and promptly, in accordance with sections 104(a) and 122(a) of CERCLA if Respondents comply with the terms of this Settlement.

VI. ORDER AND AGREEMENT

Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement.

VII. PERFORMANCE OF THE WORK

39. Coordination and Supervision

a. Project Coordinators

- i. Respondents' Project Coordinator for purposes of this FFS will be the Supervising Contractor selected in subparagraph 39 b.
- ii. The EPA has designated Sharon Fang, Remedial Project Manager ("RPM") in EPA Region 3's Superfund and Emergency Management Division, as its Project Coordinator for this Order. The EPA will notify Respondents of any change of its Project Coordinator. Except as otherwise provided in this Order, Respondents shall direct all submissions required by this Order to the Project Coordinator at the following address:

Sharon Fang (3SD21)
Remedial Project Manager
Superfund and Emergency Management Division
U. S. Environmental Protection Agency, Region 3
1600 John F. Kennedy Blvd.
Philadelphia PA 19103
fang.sharon@epa.gov

b. Supervising Contractor. Respondents proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ASQ/ANSI E4:2014, "Quality management systems for environmental information and technology programs – Requirements with guidance for use" (American Society for Quality, February 2014).

c. Procedures for Disapproval/Notice to Proceed.

- (i) Respondents shall designate, and notify the EPA, within ten (10) days after the Effective Date, of the name, title, contact information, and qualifications of the Respondents' proposed Supervising Contractor, whose qualifications shall be subject to the EPA's review for verification based on objective assessment criteria (e.g., experience, capacity, technical expertise) and to ensure they do not have a conflict of interest with respect to the project.
- (ii) The EPA shall issue a notice of disapproval or approval to proceed regarding the proposed Supervising Contractor, as applicable. If the EPA issues a notice of disapproval, Respondents shall, within thirty (30) days, submit to the EPA a list of supplemental Supervising Contractors, as applicable, including a description of the qualifications of each supplemental proposed contractor. Respondent may

select any contractor covered by an authorization to proceed and shall, within twenty-one (21) days, notify the EPA of Respondents' selection.

- (iii) Respondents may change their Supervising Contractor, as applicable, by following the procedures of this ¶ 39.

40. **Performance of Work in Accordance with SOW.** Respondents shall develop and perform the FFS in accordance with the SOW and all EPA-approved, conditionally approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the Settlement or SOW shall be subject to approval by the EPA in accordance with Section 6.5 (Approval of Deliverables) of the SOW.

41. Respondents' obligations to finance and perform the Work and to pay amounts due under this Settlement are joint and several. In the event of the insolvency of any Respondent or the failure by any Respondent to participate in the implementation of the Settlement, the remaining Respondents shall complete the Work and make the payments.

42. **Modifications to the Work.** The EPA may modify the Work under this Settlement if it determines that additional data are needed or that, in addition to tasks defined in the initially approved Work Plan, other additional work may be necessary to accomplish the objectives of the SOW. Respondents also may request modification of the approved Work Plan or other deliverables. The EPA may notify Respondents of any modification needed under the foregoing two sentences. Unless Respondents invoke dispute resolution procedures in accordance with Section XIII, Respondents shall, (a) within 30 days after receiving notice under this Paragraph, submit a revised work plan and other deliverables as necessary to the EPA for approval, and (b) implement the revised work plan and any other deliverables upon the EPA's approval in accordance with the procedures of Section 6.5 (Approval of Deliverables) of the SOW.

43. **Compliance with Applicable Law.** Nothing in this Settlement affects Respondents' obligations to comply with all applicable federal and state laws and regulations. The activities conducted in accordance with this Settlement, if approved by the EPA, will be deemed to be consistent with the NCP as provided under section 300.700(c)(3)(ii).

44. **Work Takeover**

a. If the EPA determines that Respondents: (1) have ceased to perform any portion of the Work; (2) are seriously or repeatedly deficient or late in performing the Work; or (3) are performing the Work in a manner that may cause an endangerment to public health or welfare or the environment, the EPA may issue a notice of Work Takeover to Respondents, including a description of the grounds for the notice and a period of time ("Remedy Period") within which Respondents shall remedy the circumstances giving rise to the notice. The Remedy Period will be 20 days, unless the 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, Respondents do not remedy to the EPA's satisfaction the circumstances giving rise to the notice of Work Takeover, the EPA may notify Respondents and, as it deems necessary, commence a Work Takeover.

c. The 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) Respondents remedy, to the 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 the EPA is required to terminate the Work Takeover.

VIII. PROPERTY REQUIREMENTS

45. If any property where access is needed to implement this Settlement, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide the EPA and its representatives, including contractors, with access at all reasonable times to the 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 Respondents, Respondents shall use best efforts to obtain all necessary agreements for access, enforceable by Respondents and the EPA, within 30 days after the Effective Date, or as otherwise specified in writing by the EPA's Project Coordinator. Respondents shall provide a copy of each agreement required under this ¶ 45 to the EPA and the Commonwealth.

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

47. Any Respondent who owns or controls any property within the OU2 Remedial Target Area shall, prior to entering into a contract to Transfer any of its property that is within the OU2 Remedial Target Area, 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 the EPA of the proposed Transfer, including the name and address of the transferee. Any Respondent who owns or controls property within the OU2 Remedial Target Area also agrees to require that their successors comply with this Section and Section XVIII (Records).

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

IX. FINANCIAL ASSURANCE

49. To ensure completion of the Work required under Section VII, Respondents shall secure financial assurance, initially in the amount of \$200,000 (“Estimated Cost of the Work”), for the benefit of the EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from the EPA, and be satisfactory to the EPA. As of the date of signing this Settlement, the sample documents can be found under the “Financial Assurance - Settlements” category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, or some combination thereof. The following are acceptable mechanisms:

- a. A surety bond guaranteeing payment, performance of the Work, or both, that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. An irrevocable letter of credit, payable to the EPA or at the direction of the EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. A trust fund established for the benefit of the EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;
- d. A policy of insurance that provides the EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;
- e. A demonstration by a Respondent that it meets the relevant financial test criteria of ¶ 50, accompanied by a standby funding commitment, that requires the affected Respondent to pay funds to or at the direction of the EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or
- f. A guarantee to fund or perform the Work executed in favor of the EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) demonstrates to the EPA’s satisfaction that it meets the financial test criteria of ¶ 48.

50. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 49.e or 49.f shall, within 30 days of the Effective Date:

- a. Demonstrate that:
 - (i) the affected Respondent or guarantor has:

- i. two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
 - ii. net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
 - iii. tangible net worth of at least \$10 million; and
 - iv. assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or
- (ii) The affected Respondent or guarantor has:
- i. a current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
 - ii. tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
 - iii. tangible net worth of at least \$10 million; and
 - iv. assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

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

51. Respondents providing financial assurance by means of a demonstration or guarantee under ¶ 49.e or 49.f shall also:

- a. annually resubmit the documents described in ¶ 50.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;
- b. notify the EPA within 30 days after the affected Respondent or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and
- c. provide to the EPA, within 30 days of the EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in ¶ 50.b; the EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

52. Respondents shall, within 30 days after the Effective Date, seek the EPA's approval of the form of Respondents' financial assurance. Within 30 days after the EPA's approval, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional Financial Management Officer in accordance with ¶ 95.

53. Respondents shall diligently monitor the adequacy of the financial assurance. If any Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Respondent shall notify the EPA of such information within 7 days. If the EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, the EPA will notify the affected Respondent of such determination. Respondents shall, within 30 days after notifying the EPA or receiving notice from the EPA under this Paragraph, secure and submit to the EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. The EPA may extend this deadline for such time as is reasonably necessary for the affected Respondent, in the exercise of due diligence, to secure and submit to the EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of ¶ 55 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

54. **Access to Financial Assurance**

- a. If the EPA issues a notice of a Work Takeover under ¶ 44.b, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, the EPA may require: (1) the performance of the Work; and/or (2) that any funds guaranteed be paid in accordance with ¶ 54.d.
- b. If the EPA is notified that the issuer of a financial assurance mechanism intends to cancel the mechanism, and the affected Respondent fails to provide an alternative financial assurance

mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 54.d.

c. If, upon issuance of a notice of a Work Takeover under ¶ 44, either: (1) the EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 49.d or 49.e, then the EPA is entitled to demand an amount, as determined by the EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within 30 days of such demand, pay the amount demanded as directed by the EPA.

d. Any amounts required to be paid under this ¶ 54 will be, as directed by the EPA: (i) paid to the EPA in order to facilitate the completion of the Work by the EPA, the Commonwealth, or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation (“FDIC”), in order to facilitate the completion of the Work by another person. If payment is made to the EPA, the EPA may deposit the payment into the Fund or into the North Penn Area 5 Special Account to be retained and used to conduct or finance response actions at or in connection with NP5, or to be transferred by the EPA to the Fund.

55. Modification of Amount, Form, or Terms of Financial Assurance. Beginning after the first anniversary of the Effective Date or at any other time agreed to by the Parties, Respondents may request to change the form, terms, or amount of the financial assurance mechanism. Respondent shall submit any such request to the EPA in accordance with ¶ 52, and shall include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. The EPA will notify Respondents of its decision regarding the request. Respondents may modify the form, terms, or the amount of the financial assurance mechanism only in accordance with: (a) the EPA’s approval; or (b) any resolution of a dispute on the appropriate amount of financial assurance under Section XIII (Dispute Resolution). Any decision made by the EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Respondents shall submit to the EPA, within 30 days after receipt of the EPA’s approval, or consistent with the terms of the resolution of the dispute, documentation of the change to the form, terms, or amount of the financial assurance instrument.

56. Release, Cancellation, or Discontinuation of Financial Assurance. Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if the EPA issues a Notice of Completion of Work under Section 6.7 of the SOW (Notice of Completion of FFS Work); (b) in accordance with the EPA’s approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XIII.

X. INDEMNIFICATION AND INSURANCE

57. Indemnification.

a. The EPA does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents as the EPA's authorized representative under section 104(e)(1) of CERCLA. Respondents shall indemnify and save and hold harmless the EPA and 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 Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities under this Settlement, including any claims arising from any designation of Respondents as the EPA's authorized representatives under section 104(e)(1) of CERCLA. Further, Respondents agree to pay the 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 EPA based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control in carrying out activities under this Settlement. The EPA may not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities under this Settlement. The Respondents and any such contractor may not be considered an agent of the EPA.

b. The EPA may give Respondents notice of any claim for which the EPA plans to seek indemnification in accordance with this ¶ 57, and shall consult with Respondents prior to settling such claim.

58. Respondents covenant not to sue and shall not assert any claim against the EPA for damages or reimbursement or for set-off of any payments made or to be made to the EPA, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents 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, Respondents shall indemnify and save and hold the EPA harmless with respect to any claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of work at or relating to the Site, including claims on account of construction delays.

59. **Insurance.** Respondents shall secure, by no later than 15 days before commencing any on-site Work, the following insurance: (a) commercial general liability insurance with limits of liability of \$1 million per occurrence; (b) automobile liability insurance with limits of liability of \$1 million per accident; and (c) umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits. The insurance policy must name the EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents under this Settlement. Respondents shall maintain this insurance until the first anniversary after the EPA's issuance of the Notice of Completion of FFS Work under Section 6.7 of the SOW. In addition, for the duration of this Settlement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement. Prior to commencement of the Work, Respondents shall provide to the EPA certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such

certificates and copies of policies each year on the anniversary of the Effective Date. If Respondents demonstrate by evidence satisfactory to the 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, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to the EPA under this Paragraph identify the North Penn Area 5 Superfund Site, Colmar, Pennsylvania and the EPA docket number of this case.

XI. PAYMENTS FOR RESPONSE COSTS

60. Payments by Respondents for Future Response Costs

a. **Periodic Bills.** On a periodic basis, the EPA will send Respondents a bill for Future Response Costs, including an e-Recovery Report or other standard cost summary listing direct costs paid by the EPA, its contractors, and subcontractors and related indirect costs. Respondents 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 the EPA has made an arithmetical error; (2) whether the EPA has included a cost item that is not within the definition of Future Response Costs; or (3) whether the 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. If Respondents submit a Notice of Dispute, Respondents shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to the EPA in the manner described in ¶ 60.b, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the FDIC and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse the EPA for its Future Response Costs. Respondents shall specify in the Notice of Dispute the contested costs and the basis for the objection.

b. **Payment of Bill.** Respondents shall pay the bill, or if they initiate dispute resolution, the uncontested portion of the bill, if any, within 30 days after receipt of the bill. Respondents 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: (1) the uncontested bill or portion of bill, if late, and; (2) 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. Respondents shall make payment at <https://www.pay.gov> using the "EPA Miscellaneous Payments Cincinnati Finance Center" link, and including references to the Site/Spill ID number listed in ¶ 96 and the purpose of the payment. Respondents shall send notices of this payment to the EPA and the Regional Financial Management Officer.

61. **Deposit of Payments.** The EPA may, in its unreviewable discretion, deposit the amounts paid under ¶ 60 in the Fund, in the Special Account, or both. The EPA may, in its unreviewable discretion, retain and use any amounts deposited in the Special Account to conduct or finance response actions at or in connection with the Site, or transfer those amounts to the Fund.

XII. FORCE MAJEURE

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

63. If any event occurs for which Respondents will or may claim a force majeure, Respondents shall notify the EPA’s Project Coordinator by email. The deadline for the initial notice is 2 days after the date Respondents first knew or should have known that the event would likely delay performance. Respondents shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Respondents knew or should have known. Within 5 days thereafter, Respondents shall send a further notice to the EPA that includes: (a) a description of the event and its effect on Respondents’ 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 Respondents to complete the requirements of the Settlement; (d) a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment; and (e) all available proof supporting their claim of force majeure. Failure to comply with the notice requirements herein regarding an event precludes Respondents from asserting any claim of force majeure regarding that event, provided, however, that if the EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 62 and whether Respondents has exercised best efforts under ¶ 62, the EPA may, in its unreviewable discretion, excuse in writing Respondents’ failure to submit timely or complete notices under this Paragraph.

64. The EPA will notify Respondents of its determination whether Respondents are entitled to relief under ¶ 62, 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. Respondents may initiate dispute resolution under Section XIII regarding the EPA’s determination within 15 days after receipt of the determination. In any such proceeding, Respondents have the burden of proving that they are entitled to relief under ¶ 62 and that their proposed extension was or will be warranted under the circumstances.

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

XIII. DISPUTE RESOLUTION

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

67. A dispute will be considered to have arisen when one or more parties sends a written notice of dispute (“Notice of Dispute”) to the EPA. Disputes arising under this Settlement must in the first instance be the subject of informal negotiations between the parties to the dispute. If Respondents object to any EPA action taken pursuant to this Settlement, they shall send the EPA a Notice of Dispute describing the objection(s) within 7 days after such action. The period for informal negotiations may not exceed 20 days after the dispute arises, unless the EPA otherwise agrees. If the parties cannot resolve the dispute by informal negotiations, the position advanced by the EPA is binding unless Respondents initiate formal dispute resolution under ¶ 68. 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.

68. Formal Dispute Resolution

a. **Statement of Position.** Respondents may initiate formal dispute resolution by submitting, within seven days after the conclusion of informal dispute resolution under ¶ 67, 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, the 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 Respondents.

69. **Escrow Account.** For disputes regarding a Future Response Cost billing, Respondents shall: (a) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the FDIC; (b) remit to that escrow account funds equal to the amount of the contested Future Response Costs; and (c) send to the EPA copies of the correspondence and of the payment documentation (e.g., the check) 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. The EPA may, in its unreviewable discretion, waive the requirement to establish the escrow account. Respondents shall cause the escrow agent to pay the amounts due to the EPA under ¶ 60 if any, by the deadline for such payment in ¶ 60. Respondents are responsible for any balance due under ¶ 60 after the payment by the escrow agent.

70. 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 the EPA agrees. Stipulated penalties with respect to the disputed matter will continue to accrue, but payment is stayed pending resolution of the dispute and provided in ¶ 73.

XIV. STIPULATED PENALTIES

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

a. for any failure: (i) to pay any amount due under Section XI; (ii) to establish and maintain financial assurance in accordance with Section IX; and (iii) to establish any escrow account required under ¶ 69:

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 14th day	\$2,000
15th through 30th day	\$4,000
31st day and beyond	\$6,000

b. for any failure to submit timely or adequate deliverables required by this Settlement other than those specified in ¶ 71.a:

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 14th day	\$1,000
15th through 30th day	\$2,000
31st day and beyond	\$3,000

72. **Work Takeover Penalty.** If the EPA commences a Work Takeover under ¶ 44, Respondents are liable for a stipulated penalty in the amount of \$100,000. This stipulated penalty is in addition to the remedy available to the EPA under ¶ 54 (Access to Financial Assurance).

73. **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 Respondents have been notified of their noncompliance, and regardless of whether Respondents have initiated dispute resolution under Section XIII, provided, however, that no penalties will accrue as follows:

a. with respect to a submission that the EPA subsequently determines is deficient under ¶ 6.5 of the SOW (Approval of Deliverables), during the period, if any, beginning on the 31st day after the EPA's receipt of such submission until the date that the EPA notifies Respondents of any deficiency; or

b. with respect to a deficient initial submission under ¶ 6.5(a) of the SOW, if the deficiency is corrected in the resubmitted submission under ¶ 6.5(b) of the SOW; or

c. 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 the later of either the date that the EPA's Statement of Position is received, or the date that Respondents' reply thereto (if any) is received, until the date of the Formal Decision under ¶ 68.b.

74. **Demand and Payment of Stipulated Penalties.** The EPA may send Respondents a demand for stipulated penalties. The demand will include a description of the noncompliance and will specify the amount of the stipulated penalties owed. Respondents may initiate dispute resolution under Section XIII within 30 days after receipt of the demand. Respondents shall pay the amount demanded or, if they initiate dispute resolution, the uncontested portion of the amount demanded, within 30 days after receipt of the demand. Respondents 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. Respondents shall make payment at <https://www.pay.gov> using the link for "EPA Miscellaneous Payments Cincinnati Finance Center," including references to the Site Name, Docket Number, and Site/Spill ID number and the purpose of the payment. Respondents shall send notices of this payment to the EPA and the Regional Financial Management Officer. The payment of stipulated penalties and Interest, if any, does not alter any obligation by Respondents under the Settlement.

75. Nothing in this Settlement limits the authority of the EPA to seek any other remedies or sanctions available by virtue of Respondents' 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 the EPA assumes performance of a portion or all of the Work pursuant to ¶ 44 (Work Takeover).

76. 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.

77. No action or decision by the EPA pursuant to this Settlement gives rise to any right to judicial review, except as set forth in section 113(h) of CERCLA.

XV. COVENANTS BY THE EPA

78. **Covenants for Respondents.** Subject to ¶ 80, the EPA covenants not to sue or to take administrative action against Respondents under sections 106 and 107(a) of CERCLA regarding the Work and Future Response Costs.

79. The covenants under ¶ 78 take effect upon the Effective Date; (b) are conditioned on the complete and satisfactory performance by Respondents of the requirements of this Settlement; (c) extend to the successors of each 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.

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

- a. liability for failure by Respondents to meet a requirement of this Settlement;
- b. liability for performance of response action other than the Work;
- c. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the OU2 Remedial Target Area;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
- e. criminal liability.

81. Subject to ¶ 78, nothing in this Settlement limits any authority of the 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 OU2 Remedial Target Area, or to request a Court to order such action.

XVI. COVENANTS BY RESPONDENTS

82. Covenants by Respondents

a. Subject to ¶ 83, Respondents covenant 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 ¶ 83, Respondents covenant not to seek reimbursement from the Fund through CERCLA or any other law for costs of the Work, or Future Response Costs.

83. **Respondents' Reservation.** The covenants in ¶ 82 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 ¶ 80.a through 80.d.

84. *De Minimis/Ability to Pay Waiver.* Respondents shall not assert any claims and waive all claims or causes of action (including claims or causes of action under sections 107(a) and 113 of CERCLA) that they may have against any third party who enters or has entered into a de minimis or "ability-to-pay" settlement with the EPA to the extent Respondents' claims and causes of action are within the scope of the matters addressed in the third party's settlement with the EPA, provided, however, that this waiver does not apply if the third party asserts a claim or cause of action regarding the

Site against the Respondents. Nothing in this Settlement limits Respondents' rights under section 122(d)(2) of CERCLA to comment on any de minimis or ability-to-pay settlement proposed by the EPA.

XVII. EFFECT OF SETTLEMENT; CONTRIBUTION

85. The Parties agree that: (a) this Settlement constitutes an administrative settlement under which each Respondent has, as of the Effective Date, resolved its liability to the United States within the meaning of sections 113(f)(2), 113(f)(3)(B), and 122(h)(4) of CERCLA; and (b) each 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 the United States exercises rights against Respondents under the reservations in ¶ 80.a through 80.d, the "matters addressed" in this Settlement do not include those response costs or response actions that are within the scope of the exercised reservation.

86. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify the EPA no later than 60 days prior to the initiation of such suit or claim. Each Respondent shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify the EPA within 10 days after service of the complaint on such Respondent. In addition, each Respondent shall notify the 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.

87. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated against any Respondent by the EPA or by the United States on behalf of the EPA for injunctive relief, recovery of response costs, or other appropriate relief relating to the OU2 Remedial Target Area, Respondents 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.

88. Nothing in this Settlement diminishes the right of the United States under sections 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

89. **Respondents' Certification.** Each Respondent certifies individually that: (a) it has implemented a litigation hold on documents and electronically stored information relating to the OU2 Remedial Target Area including information relating to its potential liability under CERCLA regarding the OU2 Remedial Target Area, since the earlier of notification of potential liability by the United States or the Commonwealth or the filing of suit against it regarding the OU2 Remedial Target Area; 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.

90. **Retention of Records and Information**

a. Respondents shall retain, and instruct their contractors and agents to retain, the following documents and electronically stored data (“Records”) until 10 years after the Notice of Completion of FFS Work under Section 6.7 of the SOW (the “Record Retention Period”):

- (i) All records regarding Respondents’ liability under CERCLA regarding the OU2 Remedial Target Area;
- (ii) All reports, plans, permits, and documents submitted to the EPA in accordance with this Settlement, including all underlying research and data; and
- (iii) All data developed by, or on behalf of, Respondents in the course of performing the Work.

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

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

92. **Privileged and Protected Claims**

a. Respondents may assert that all or part of a record requested by the EPA is privileged or protected as provided under federal law, in lieu of providing the record, provided that Respondents comply with ¶ 92.b, and except as provided in ¶ 92.c.

b. Respondents assert a claim of privilege or protection, they shall provide the 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, Respondents shall provide the record to the EPA in redacted form to mask the privileged or protected portion only. Respondents shall retain all records that they claim to be privileged or protected until the EPA has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents’ favor.

c. Respondents shall not make any claim of privilege or protection regarding:
(1) any data regarding the OU2 Remedial Target Area, 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 OU2 Remedial Target Area; or (2) the portion of any record that Respondents are required to create or generate in accordance with this Settlement.

93. **Confidential Business Information Claims.** Each Respondent is entitled to claim that all or part of a record submitted to the 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). Respondents shall segregate all records or parts thereof submitted under this Settlement which they claim 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 the EPA, or if the 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.

94. Notwithstanding any provision of this Settlement, the 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

95. 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 the EPA:

via email to:

Paul Leonard, Director
Superfund and Emergency Management Division
EPA Region 3
leonard.paul@epa.gov

and

Sharon Fang, RPM, Project Coordinator
fang.sharon@epa.gov

Re: Site/Spill ID # _03W6 _____

and

Bevin Esposito
Regional Hearing Clerk
R3_hearing_clerk@epa.gov
(Notice for Stipulated Penalties Only)

As to the Regional
Financial Management
Officer:

via email to:

Jada Goodwin
Regional Comptroller
goodwin.jada@epa.gov

Re: Site/Spill ID # _03W6 _____

As to Respondents:

via email to:

Chris Voci
Terraphase, Project Coordinator
chris.voci@terraphase.com

XX. APPENDIXES

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

“Appendix A” is the map and figure of NP5.

“Appendix B” is a figure of the OU2 Remedial Target Area.

“Appendix C” is the Statement of Work.

“Appendix D” is a figure of the three primary areas of contamination.

XXI. MODIFICATIONS TO SETTLEMENT

97. Except as provided in ¶ 42 (Modifications to the Work), both nonmaterial and material modifications to the Settlement and ¶ 6.5 of the SOW (Approval of Deliverables) must be in writing and are effective when signed (including electronically signed) by the Parties.

XXII. SIGNATORIES

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

XXIII. INTEGRATION

99. 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 embodied herein.

XXIV. EFFECTIVE DATE

100. This Settlement is effective when the EPA issues notice to Respondents that the Regional Administrator or their delegatee has signed the Settlement.

Signature Page for Administrative Settlement Agreement and Order on Consent for Focused Feasibility Study regarding the OU2 Remedial Target Area within the North Penn Area 5 Superfund Site.

IT IS SO AGREED AND ORDERED:

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

PAUL
LEONARD

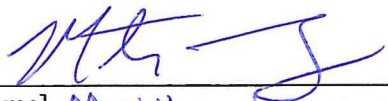
Digitally signed by PAUL
LEONARD
Date: 2025.10.29
11:37:03 -04'00'

Paul Leonard, Director
Superfund and Emergency Management Division
U.S. Environmental Protection Agency, Region 3

Signature Page for Administrative Settlement Agreement and Order on Consent for Focused Feasibility Study regarding the OU2 Remedial Target Area within the North Penn Area 5 Superfund Site.

FOR STABILUS, INC.

9/29/25
Dated



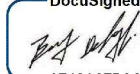
[Name] Matthew Canning
[Title] Head of Legal & Compliance
[Address] 1201 Tulip Dr.
Gastonia, NC 28052

Signature Page for Administrative Settlement Agreement and Order on Consent for Focused Feasibility Study regarding the OU2 Remedial Target Area within the North Penn Area 5 Superfund Site.

FOR HONEYWELL INTERNATIONAL, INC.

26-Sep-2025 | 5:14:18 AM PDT

Dated

DocuSigned by:

3742A97B2C4040D...

Benny Dehghi
VP, Global Remediation and Site Redevelopment
855 South Mint Street Charlotte, NC 28202

APPENDIX A

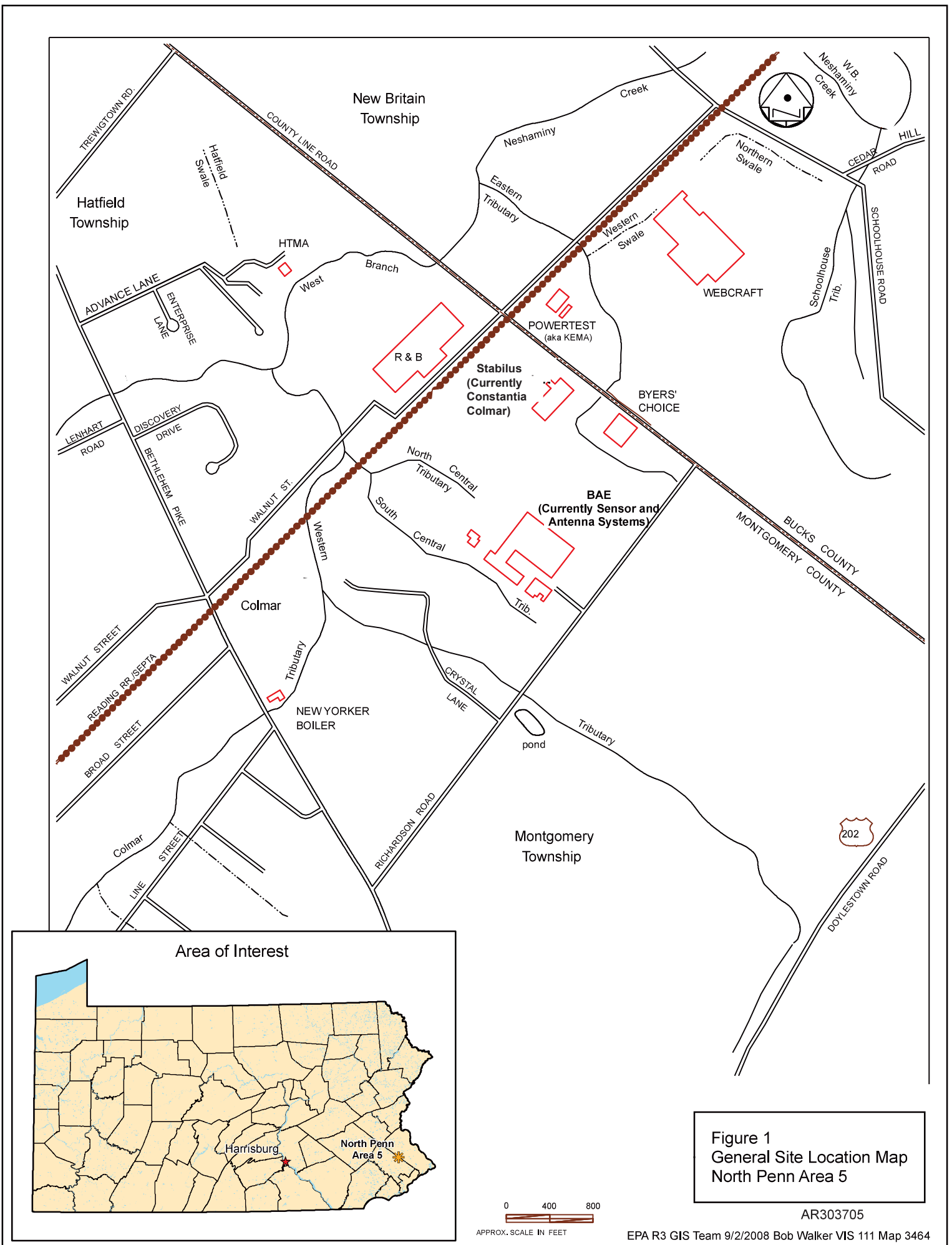











Figure 1 Site Layout

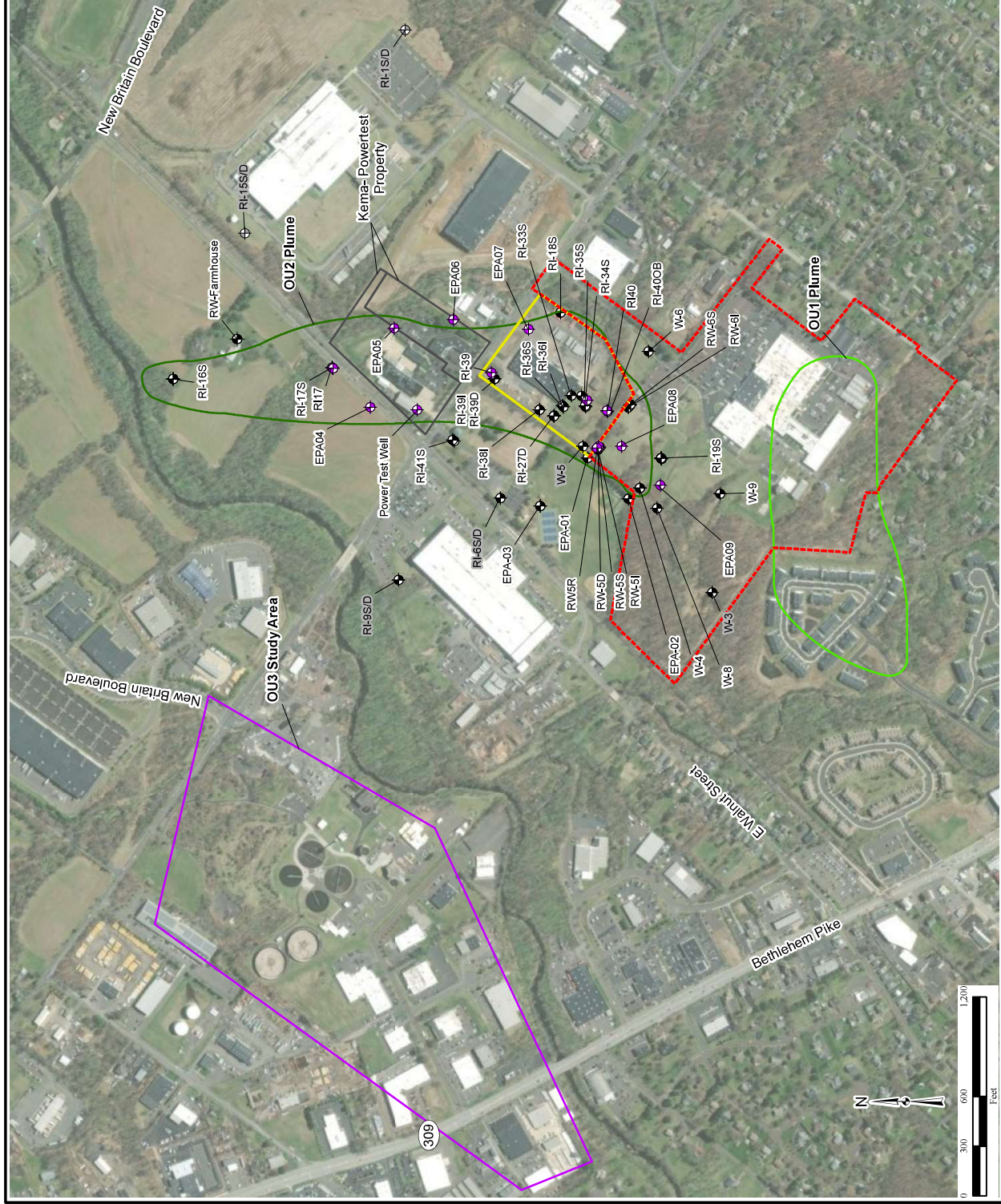
- | Legend | |
|---|---|
|  | New Monitoring Well |
|  | Existing Monitoring Well |
|  | Abandoned Monitoring Well |
|  | Approximate Extent of OU1 Groundwater Plume |
|  | Approximate Extent of OU2 Groundwater Plume |
|  | OU3 Study Area |
|  | Kema- Powertest Property |
|  | Former Stabilus Property Boundary |
|  | Former BAE Systems Property Boundary |

Notes:
Gray highlighted well was not located.
No identified source or discernible groundwater plume exists at OU3.
OU=operable unit
TCE=trichloroethy lene

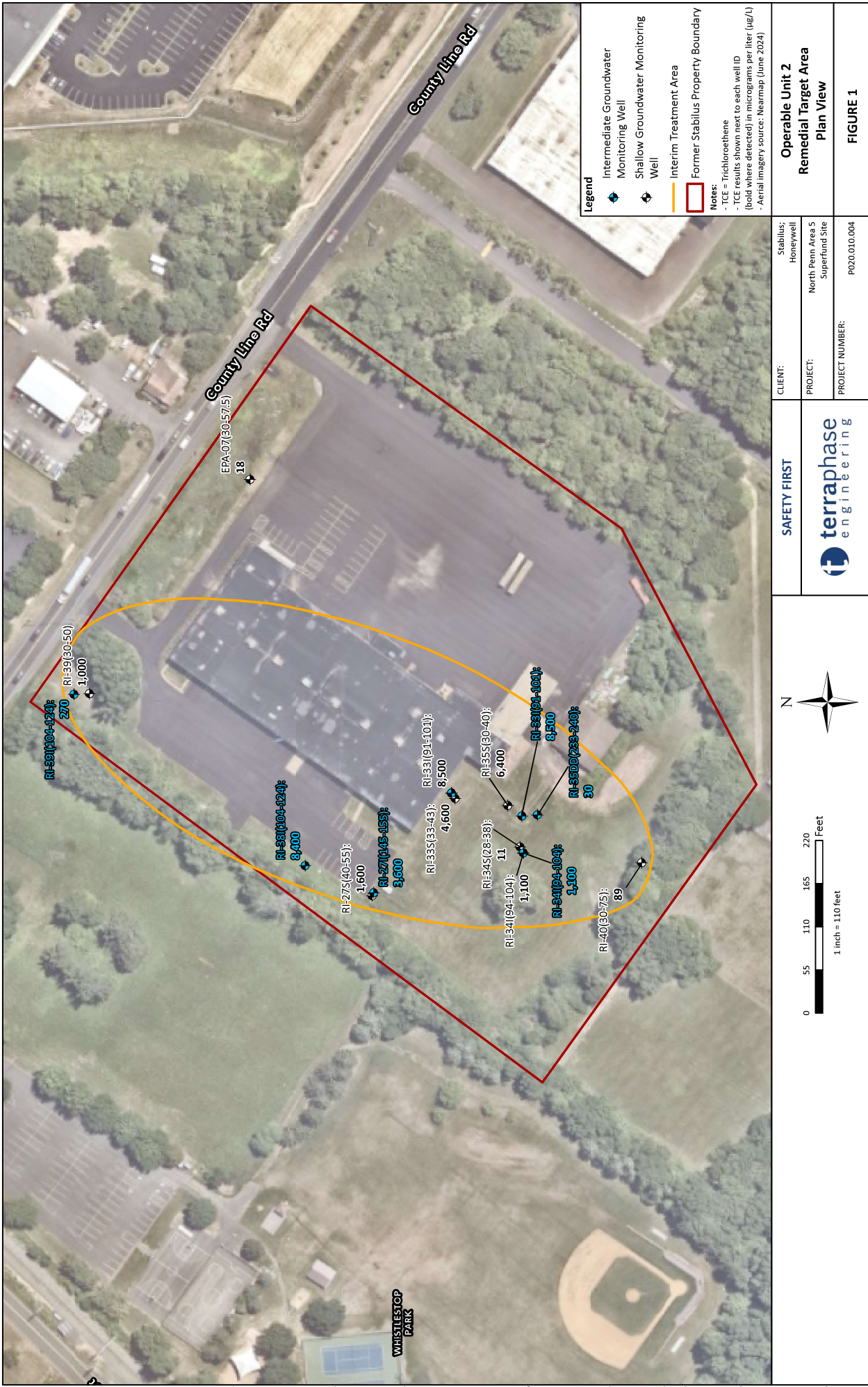
\\srv-gsa-01\hglgts\North_Pem_E2302X\OU2\Well_Install_TMA
(01)Site_Layout_Plumes.mxd
1/16/2024 JM
Source: HGL, USEPA, Geosyntec
ArcGIS Online Imagery



APPENDIX A



APPENDIX B



APPENDIX C

**FOCUSED FEASIBILITY STUDY
STATEMENT OF WORK
OPERABLE UNIT 02 REMEDIAL TARGET AREA
NORTH PENN AREA 5 SUPERFUND SITE
Colmar, Montgomery and Bucks County, State of Pennsylvania
U.S. EPA Region 3
September 2025**

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1. INTRODUCTION

- 1.1 Purpose of the Statement of Work (SOW).** This SOW sets forth the procedures, requirements, and recommendations for implementing the Work to develop and perform the focused feasibility study (“FFS”) for the Operable Unit 2 (“OU2”) Remedial Target Area of the NP5 Site. Further, this SOW is a part of and incorporated into the Administrative Settlement Agreement and Order on Consent, CERCLA Docket No. 03-2026-0026DC (“Settlement”)
- 1.2 Objective of the Work.** The objective of the FFS for OU2 Remedial Target Area is to develop, screen through the nine criteria consistent with 40 C.F.R. § 300.430(e)(9)(iii), and provide a detailed evaluation of alternative remedial actions for the OU2 Remedial Target Area.
- 1.3** The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Settlement, have the meanings assigned to them in CERCLA, in such regulations, or in the Settlement, except that the term “Paragraph” or “¶” means a paragraph of the SOW and that the term “Section” means a section of the SOW, unless otherwise stated. If there is a conflict between this SOW and the Settlement, the provisions of the Settlement shall govern.
- 1.4** At the completion of the FS, the EPA will be responsible for identifying a preferred remedy, soliciting, and reviewing public comments on the proposed plan, and making the selection of a remedy for the OU2 Remedial Target Area, and will document this selection in a record of decision (“ROD”). The remedial action alternative selected by the EPA will meet the cleanup standards specified in CERCLA § 121. As specified in CERCLA § 104(a)(1), as amended, the EPA or its representatives will provide oversight of Respondents’ activities throughout the FFS.
- 1.5** Modifications to the SOW will follow procedures described in Sections VII (Performance of the Work) and XXII (Modifications to Settlement) in the Settlement. Respondents shall refer to the Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988) (“RI/FS Guidance”) in performing their responsibilities under this SOW.
- 1.6** This SOW is not intended to modify current EPA guidance or regulations, including but not limited to the guidance documents referenced in ¶ 8.1. Current EPA guidance and regulations shall control in the event of any conflict between the SOW and current EPA guidance and regulations.

2. COMMUNITY INVOLVEMENT

- 2.1** As requested by the EPA, Respondents shall participate in the preparation of appropriate information to be disseminated to the public and shall participate in public meetings, which may be held or sponsored by the EPA to explain activities at or concerning the FFS.

2.2 Community Involvement Responsibilities

The EPA has the lead responsibility for developing and implementing community involvement (“CI”) activities at sites. This includes compliance with 40 C.F.R. § 300.430(c)(2) (outlining the lead agency’s community involvement responsibilities) and the preparation of a Community Involvement Plan (CIP) specifying the CI activities expected to be undertaken during the remedy response.

- (a) Such activities include not only notifying the community of the availability of a technical assistance grant (TAG) but also, where appropriate, potential use of the EPA’s Technical Assistance Services for Communities contract. The EPA is also responsible for compliance with § 300.815(a) (making administrative record available to the public) and § 300.430(f)(3)(i)(C) (providing reasonable opportunity for submission of comments on the FFS and Proposed Plan), respectively.
- (b) **Respondents’ CI Coordinator.** As requested by the EPA, Respondents shall provide support regarding the EPA’s CI activities, including coordinating with the EPA’s CI Coordinator regarding responses to the public’s inquiries and/or requests for information or data about NP5.
- (c) As requested by the EPA, Respondents shall participate in and/or conduct community involvement activities, including participation in (1) the preparation of information regarding the field sampling activities for dissemination to the public, with consideration given to including local and mass media and/or internet notification, and (2) public meetings that may be held or sponsored by the EPA to explain activities at or relating to the FFS. Respondents’ support of the EPA’s community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any TAG recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. The EPA may describe in its CIP Respondents’ responsibilities for community involvement activities. All community involvement activities conducted by Respondents at the EPA’s request are subject to the EPA’s oversight. Upon the EPA’s request, Respondents shall establish, as early as feasible, a community information repository at or near the NP5 site, as provided in the CIP, to house one copy of the administrative record for the FFS.

- 2.3 **Information for the Community.** As requested by the EPA, Respondents shall develop and provide to the EPA information about the FFS including: (1) any validated data from field sampling activities; (2) schedules prepared under Section 7; (3) dates that Respondents completed each task listed in the schedules; and (4) digital photographs of the Work. The EPA Project Coordinator may use this information for communication to the public via the EPA’s website, social media, or local and mass media. The information provided to the EPA shall be suitable for sharing with the public (*e.g.*, drafted in plain language) and the education levels of the community as indicated in EJScreen.

Translations shall be in the dominant language(s) of community members with limited English proficiency.

- (a) As requested by the EPA, Respondents shall describe all community impact mitigation activities to be performed: (i) to 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 field sampling activities; (ii) to conduct monitoring in Community Areas of impacts from field sampling activities; (iii) to communicate validated sampling data; [and] (iv) to make adjustments during field sampling activities in order to further reduce negative impacts to affected Community Areas; and (v) any additional activities as appropriate. Descriptions shall contain information about impacts to Community Areas that is sufficient to assist the EPA’s site team in performing the evaluations recommended under the *Superfund Community Involvement Handbook*, OLEM 9230.0-51(Mar. 2020). The EPA’s Remedial Project Manager (“RPM”) and CI Coordinator will review and approve all proposed activities.

3. REMEDIAL INVESTIGATION

- 3.1 Deleted. [The PRIR is being finalized under the UAO at Docket No. CERC-03-2017-0128DC]
- 3.2 Deleted. [The CSM is being finalized under the UAO at Docket No. CERC-03-2017-0128DC]
- 3.3 **Identification of Preliminary RAOs, PRGs and ARARs.** Respondents shall develop preliminary remedial action objects (“RAOs”), which are medium-specific goals for protecting human health or the environment that specify the chemicals of concern, exposure route(s) and receptor(s) and preliminary remediation goals (“PRGs”). Respondents shall prepare a memo for the EPA and State review and EPA approval providing preliminary identification of potential state and federal chemical-specific, location-specific and action-specific applicable or relevant and appropriate requirements (“ARARs”) to assist in the refinement of RAOs, and the initial identification of remedial alternatives and ARARs associated with particular actions. ARAR identification will continue as conditions, contamination, and remedial action alternatives are refined for the OU2 Remedial Target Area. Respondents shall also incorporate federal and State potential ARAR and “to be considered” materials provided by the EPA before or with review comments on each deliverable.

4. FEASIBILITY STUDY

- 4.1 **Feasibility Study.** The FFS shall identify and evaluate remedial alternatives to prevent, mitigate, or otherwise respond to or remediate the release or threatened release of hazardous substances, pollutants or contaminants at or from the OU2 Remedial Target Area. If there is potential commingling of hazardous substances with pollutants or

contaminants within the OU2 Remedial Target Area, then the evaluation of the potential performance and cost of the treatment technologies should also take into account the ability of those treatment technologies to address the commingled contamination (e.g., hazardous substances commingled with pollutants or contaminants) and any adverse impacts the commingled contamination may have on the ability and cost of the treatment technologies to address the release or threatened release within the OU2 Remedial Target Area. The remedial alternatives evaluated shall include, but shall not be limited to, the range of alternatives described in the NCP, 40 C.F.R. § 300.430(e), and shall include remedial actions that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. Respondents shall also evaluate potential impacts that treatment technologies have on other hazardous substances, pollutants or contaminants at or from the OU2 Remedial Target Area. In evaluating the alternatives, Respondents shall address the factors required by Section 121 of CERCLA, and 40 C.F.R. § 300.430(e).

- 4.2 FFS Deliverables.** The Respondents shall develop the FFS deliverables in accordance with the RI/FS Guidance. The Respondents shall submit the following deliverables for EPA review and approval unless the EPA decides that one or more provisions is not necessary:
- (a) **Refine RAOs, PRGs and ARARs.** Upon EPA approval of the identifications to be made pursuant to ¶ 3.3, Respondents shall prepare a memorandum revising the RAOs, PRGs and ARARs to include potential ARARs specific to actions and locations described in ¶ 3.3. Respondents will review and, if necessary, modify the site-specific RAOs, specifically the PRGs, that were established by the EPA prior to or during discussions between the EPA and Respondents. The revised RAOs and PRGs will be documented in this memorandum that will be reviewed and approved by the EPA. These modified PRGs will specify the contaminants and media of interest, exposure pathways and receptors, and an acceptable contaminant level or range of levels (at locations for each exposure route), basis for the value, and the associated residual risk. This memorandum will discuss the consideration of sensitive subgroups in determining the acceptable exposure levels for sites with systemic toxicants, in accordance with 40 C.F.R. § 300.430(e)(2)(i)(A)(I). In addition, the memorandum will discuss whether the ARARs may not be sufficiently protective given the presence of multiple contaminants within the OU2 Remedial Target Area or multiple pathways of exposure for sites with known or suspected carcinogens, in accordance with 40 C.F.R. § 300.430(e)(2)(i)(A)(2).
 - (b) **Identify and Evaluate Remedial Technologies and Assemble Alternatives.** Upon EPA approval of the deliverables required pursuant to ¶ 4.2(a), Respondents shall assemble combinations of technologies, and the media to which they would be applied, into remedial alternatives that address contamination within the OU2 Remedial Target Area. Deliverables will be reviewed and approved by the EPA with State consultation. Respondents shall: (i) develop general response actions for each medium of interest defining containment, treatment, excavation,

pumping, or other actions, singly or in combination, that may be taken to satisfy the RAOs for the OU2 Remedial Target Area; (ii) identify volumes or areas of media to which general response actions might be applied, taking into account the requirements for protectiveness as identified in the RAOs and the chemical and physical characterization of the OU2 Remedial Target Area; and (iii) identify and screen the technologies applicable to each general response action to eliminate those that cannot be implemented technically at the OU2 Remedial Target Area. The general response actions are further refined to specify remedial technology types (e.g., the general response action of treatment can be further defined to include chemical or biological technology types). Respondents shall assemble the selected representative technologies into alternatives representing a range of treatment and containment combinations, as appropriate.

- (c) **Comparative Analysis of Alternatives.** Upon EPA approval of the deliberables required pursuant to ¶ 4.2(b), Respondents shall conduct a comparative analysis of alternatives to evaluate the relative performance of each alternative in relation to the nine evaluation criteria identified below in this paragraph and prepare a summary report. This range of alternatives shall include, as appropriate, options in which treatment is used to reduce the toxicity, mobility, or volume of wastes, but varying in the types of treatment, the amount treated, and long-term residuals or untreated wastes are managed. The analysis will include options involving treatment and/or containment; and a no-action alternative. The evaluation criteria include: (1) overall protection of human health and the environment; (2) compliance with ARARs; (3) long-term effectiveness and permanence; (4) reduction of toxicity, mobility, or volume through treatment; (5) short-term effectiveness; (6) implementability; (7) cost; (8) state (or support agency) acceptance; and (9) community acceptance. The analysis shall (consistent with 40 C.F.R. § 300.430(e)(9)(iii)(C) and *Consideration of Climate Resilience in the Superfund Cleanup Process for Non-Federal National Priorities List Sites* OLEM 9355.1-120, June 30, 2021) include an assessment of the vulnerability of the protectiveness of each alternative to the impacts of climate change and, for each alternative where appropriate, an evaluation of the possible addition of further measures to ensure the resilience a particular alternative's protectiveness to the impacts of climate change. In addition, where appropriate for particular evaluation criteria, Respondents shall also evaluate, to the extent practicable, opportunities to reduce the environmental footprint of each alternative. Such evaluation shall include the consideration of green remediation best management practices and/or application of the ASTM Standard for Greener Cleanups, consistent with *Consideration of Greener Activities in the Superfund Cleanup Process* (Aug. 6, 2016). These considerations for greener cleanups are not intended to allow cleanups that do not satisfy threshold requirements for protectiveness, or do not meet other site-specific cleanup objectives.

For each alternative, Respondents shall provide: (1) a description of the alternative that outlines the waste management strategy involved and identifies the key ARARs associated with each alternative, and (2) a discussion of the

individual criterion assessment. If the Respondents do not have direct input on criteria (8), state (or support agency) acceptance, and criteria (9), community acceptance, these will be addressed by the EPA. Note that criteria (8) and (9) are not addressed until after the Proposed Plan.

- (d) **Refine IC Evaluation.** Concurrent with ¶ 4.2(b) and (c), Respondents shall prepare a memorandum evaluating the ICs for groundwater contamination emanating from the facility located at 92 County Line Road in Colmar, Pennsylvania, formerly operated by Stabilus, Inc., taking into consideration any existing Environmental Covenants. Respondents will review and, if necessary, modify the site-specific interim and permanent ICs that were established by the EPA prior to or during discussions between the EPA and Respondents. ICs need to be enforceable under CERCLA, rather than relying on local controls, such as zoning. The ICs evaluation shall also identify how the ICs response actions components fit with the relevant criteria outlined in the NCP (40 C.F.R. § 300.430(e)(9)(iii)) such as: compliance with ARARs; long-term effectiveness and permanence; short-term effectiveness; implementability; cost; state acceptance; and community acceptance. The IC analysis shall be submitted for review and approval by the EPA and added as an appendix to the draft FFS Report.
- (e) **Draft and Final FFS Report.** Following EPA approval of the submissions prescribed in ¶ 4.2 (b), 4.2(c) and 4.2(d), Respondents shall submit to the EPA and State a draft FFS report for review and approval pursuant to ¶ 6.5 (Approval of Deliverables). Respondents shall refer to Table 6-5 of the RI/FS Guidance for report content and format. The FFS report and the administrative record shall provide sufficient information to support the remedial alternatives analysis and remedy selection under Sections 113(k) and 117(a) of CERCLA. Respondents will prepare a final FFS report which satisfactorily addresses the EPA and State comments.

5. MEETINGS, PERMITS, and REPORTS

5.1 Meetings

- (a) **Kickoff meeting.** Within 14 days of the Effective Date of the Settlement, Respondents shall schedule a kickoff meeting with technical staff, the EPA, State, and other stakeholders to discuss the statement of work, a Site visit if necessary and document review needs. The EPA will determine the site-specific objectives of the FFS and will provide Respondents a strategic approach. The meeting will also be used to outline project-specific requirements including: project objectives, data gaps, potential sampling and analysis methods, and performance goals. The deliverable after the kickoff meeting will be a project schedule for EPA review and approval. The kickoff meeting and systematic planning meetings referenced in ¶ 5.1(b) will be documented with meeting notes and provided for EPA review and approval.

- (b) **Systematic Project Planning Meetings.** Respondents shall schedule systematic project planning meetings with the EPA and the State. Systematic project planning is a process that requires Respondents, State, and the EPA to convene during key milestones in the FFS schedule in order to update the conceptual site model (“CSM”), and to review the sequence and scope of upcoming FFS tasks to determine if they are still appropriate or need modification.
- (c) **Meetings.** Respondents shall participate in meetings and make presentations at the request of the EPA during the preparation of the FFS. Topics will include anticipated problems, FFS updates, or new issues. Meetings will be scheduled at the EPA’s discretion.

5.2 Progress Reports. Commencing the month following the Effective Date of the Settlement and until the EPA approves the FFS report, Respondents shall submit progress reports to the EPA on a monthly basis, or as otherwise requested by the EPA. The reports shall cover all activities that took place during the prior reporting period, including:

- (a) Describe the actions that have been taken under this SOW;
- (b) Include all results of sampling and tests and all other data received by Respondents during the performance of the FFS;
- (c) Describe Work planned for the next two months with schedules relating such Work to the overall project schedule for FFS completion;
- (d) Describe all problems encountered in complying with the requirements of this SOW and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays;
- (e) Describe any modifications to the work plans or other schedules Respondents have proposed or that have been approved by the EPA; and
- (f) Describe all activities undertaken in support of the CIP during the reporting period and those to be undertaken in the next six weeks.

5.3 Notice of Schedule Changes. If the schedule for any activity described in the Progress Reports, including deliverables required under Section 6, changes, Respondents shall notify the EPA of such change at least seven days before they perform the activity.

5.4 Investigation Derived Waste. Respondents 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, Section 300.440 (“Off-Site Rule”) of the NCP, *EPA’s Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992). 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 Section 300.440 of the NCP.

5.5 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, Respondents shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.
- (b) Respondents may seek relief under the provisions of Section **XIII** (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 ¶ 5.5(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 or this SOW constitutes a permit issued under any federal or state statute or regulation.

5.6 Emergency Response and Reporting

- (a) **Emergency Response.** If any event occurs during performance of the Work that causes or threatens to cause a release of hazardous substances, pollutants or contaminants on, at, or from the OU2 Remedial Target Area and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 5.6(b)) orally of the incident or Site conditions; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the most recent Site Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.
- (b) **Release Reporting.** Upon the occurrence of any event during performance of the FFS Work that Respondents are required to report pursuant to Sections 103 and 111(g) of CERCLA, or Section 304 of EPCRA, Respondents shall immediately notify orally the authorized EPA officer, the Regional Duty Officer at (215) 814-9016, and the National Response Center at (800) 424-8802. Additionally, the Respondent shall notify the RPM within 24 hours of the incident in writing.
- (c) The “authorized EPA officer” for purposes of immediate oral notifications and consultations is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA

Emergency Response Unit, Region 3 if neither EPA Project Coordinator is available.

- (d) For any event covered by ¶ 5.6, Respondents shall: (1) within 7 days after the onset of such event, submit a report to the EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to the EPA describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 5.6 are in addition to the reporting required by CERCLA §§ 103 and 111(g) or EPCRA § 304.

6. DELIVERABLES

6.1 General Requirements for Deliverables

- (a) Respondents shall submit deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. Paragraph 6.3 (Data Format Specifications) applies to all deliverables. Paragraph 6.4 (Certification) applies to any deliverable that is required to be certified. Paragraph 6.5 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval. All deliverables shall be submitted by the deadlines in the FFS Schedule in ¶ 7.1.
- (b) Respondents shall submit all deliverables in electronic form. Respondents shall submit deliverables in paper form if unable to submit electronically. Data format specifications for sampling, analytical and monitoring data, and spatial data are addressed in ¶ 6.3. All other deliverables shall be submitted in the electronic form specified by the EPA's Project Coordinator. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Respondents shall also provide the EPA and the State paper copies of such exhibits upon EPA's request. Respondents shall not submit deliverables to the EPA that are marked as "copyright," "trademark," or confidential," as the deliverables are part of the administrative record for the FFS and as such are available to the public. The final FFS will be submitted in both .pdf and in an editable version in native file format.

6.2 State Copies. Respondents shall, at any time they send a deliverable to the EPA, send a copy to the State. The EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Respondents, send a copy to the State.

6.3 Data Format Specifications

- (a) Sampling, analytical and monitoring data shall be submitted in standard regional Electronic Data Deliverable format. The latest policy may be revised at any time and will be posted here: <http://www.epa.gov/geospatial/geospatial-policies-and->

standards. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

- (b) Spatial data, including spatially-referenced data and geospatial data, shall be submitted: (1) in the ESRI File Geodatabase format or Regionally-preferred spatial file format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions shall include the collection method(s). Projected coordinates may optionally be included but shall be documented. Spatial data shall be accompanied by metadata, and such metadata shall be compliant with the Federal Geographic Data Committee (“FGDC”) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor complies with these FGDC and EPA metadata requirements and is available at <https://www.epa.gov/geospatial/epa-metadata-editor>.
- (c) Each file shall include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

6.4 Certification. All deliverables that require compliance with this Section must be signed (which may include electronically signed) by Respondents’ Project Coordinator, or other responsible official of Respondents, and shall contain the following statement:

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.

6.5 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under this SOW, the EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions;

(iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.

- (2) The EPA also may modify the initial submission to cure deficiencies in the submission if: (i) the EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.5(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.5(a), Respondents shall, within 14 days or such longer time as specified by the EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, the EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (5) any combination of the foregoing.
- (c) **Implementation.** Upon approval, approval upon conditions, or modification by the EPA under ¶ 6.5(a) (Initial Submissions) or ¶ 6.5(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the Settlement; and (2) Respondents shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.5(a) or ¶ 6.5(b) does not relieve Respondents of any liability for stipulated penalties under Section XV (Stipulated Penalties) of the Settlement.
- (d) Notwithstanding the receipt of a notice of disapproval, Respondents shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by the EPA.
- (e) In the event that the EPA takes over some of the tasks, Respondents shall incorporate and integrate information supplied by the EPA into those reports.
- (f) Respondents shall not proceed with any activities or tasks dependent on the deliverables identified in ¶ 4.2 until receiving EPA approval, approval on condition, or modification of such deliverables. While awaiting EPA approval, approval on condition, or modification of these deliverables, Respondents shall proceed with all other tasks and activities that may be conducted independently of these deliverables, in accordance with the schedule set forth under this Settlement.

- (g) For all remaining deliverables not listed in ¶ 7, Respondents shall proceed with all subsequent tasks, activities, and deliverables without awaiting EPA approval of the submitted deliverable. The EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity, or deliverable at any point during the Work.
- (h) **Material Defects.** If an initially submitted or resubmitted plan, report, or other deliverable contains a material defect, and the plan, report, or other deliverable is disapproved or modified by the EPA under ¶ 6.5(a) (Initial Submissions) or (b) (Resubmissions) due to such material defect, Respondents shall be deemed in violation of this Settlement for failure to submit such plan, report, or other deliverable timely and adequately. Respondents may be subject to penalties for such violation as provided in Section XV (Stipulated Penalties) of the Settlement.

6.6 State Review and Comment. The State will have a reasonable opportunity for review and comment prior to any EPA approval or disapproval under ¶ 6.5 of any deliverables that are required to be submitted for EPA approval.

6.7 Notice of Completion of FFS Work. When the EPA determines that all FFS Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations required by this Settlement, e.g., payment of Future Response Costs (Section XI) and Record Retention (Section XIX), the EPA will provide written notice to Respondents. If the EPA determines that any Work has not been completed in accordance with this Settlement, the EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the FFS Report, if appropriate, in order to correct such deficiencies. Respondents shall implement the modified and approved FFS Report and shall submit a modified draft FFS Report and/or FFS Report in accordance with the EPA notice. Failure by Respondents to implement the approved modified FFS Report shall be a violation of this Settlement.

7. SCHEDULE

7.1 All deliverables and tasks required under this SOW shall be submitted or completed by the deadlines or within the time durations listed in the schedule set forth below. Respondents may submit proposed revised schedules for EPA approval. Upon the EPA's approval, the revised schedule supersedes any prior schedule.

Description	Reference	Deadline
Identify Preliminary RAOs, PRGs, and ARARs	¶ 3.3	Within 30 days after Kickoff Meeting
Refine RAOs, PRGs, and ARARs	¶ 4.2(a)	Within 30 days after EPA approval of Preliminary RAOs, PRGs, and ARARs
Identify and Evaluate Remedial Technologies	¶ 4.2(b)	Within 30 days after EPA approval of Refined RAOs and ARARs (¶ 4.2(a))

Comparative Analysis of Alternatives	¶ 4.2(c)	Within 30 days after EPA approval of Identify and Evaluate Remedial Technologies (¶ 4.2(b))
Refine IC Evaluation	¶ 4.2(d)	Within 30 days after EPA approval of Refined RAOs and ARARs (¶ 4.2(a))
Draft FFS Report	¶ 4.2(e)	Within 60 days after EPA approval of Comparative Analysis of Alternatives (¶ 4.2(c))
Final FFS Report	¶ 4.2(e)	Within 30 days after receiving EPA - approval of Draft FFS Report
Kickoff Meeting	¶ 5.1(a)	Within 14 days after Effective Date or EPA Request
Kickoff Meeting Notes	¶ 5.1(a)	Within 7 days after Kickoff Meeting
Meeting Notes	¶ 5.1(a), ¶ 5.1(c)	Within 7 days after Systematic Planning meetings or any other Meeting per this AOC
Progress Reports	¶ 5.2	Monthly, due by the 10 th of the following month

8. REFERENCES

- 8.1** The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA web pages listed in ¶ 8.2:
- (a) Fact Sheet: The Feasibility Study: Development and Screening of Remedial Action Alternatives, OSWER 9355.3-01FS3(Nov 1989).
 - (b) A Compendium of Superfund Field Operations Methods, OSWER 9355.014, EPA/540/P-87/001a (Aug. 1987).
 - (c) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
 - (d) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
 - (e) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
 - (f) Guide to Management of Investigation-Derived Wastes, OSWER 9345.303FS (Jan. 1992).

- (g) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.703 (Feb. 1992).
- (h) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).
- (i) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. part 300 (Oct. 1994).
- (j) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (k) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (l) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (m) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, Feb. 2014).
- (n) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (o) Superfund Community Involvement Handbook, OLEM 9230.0-51 (Mar. 2020). More information on Superfund community involvement is available on the Agency's Superfund Community Involvement Tools and Resources web page at <https://www.epa.gov/superfund/community-involvement-tools-and-resources>.
- (p) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (q) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (r) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (s) EPA Directive CIO 2105.1 (Environmental Information Quality Policy (Mar. 31, 2021), https://www.epa.gov/sites/production/files/2021-04/documents/environmental_information_quality_policy.pdf).
- (t) USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration), SOM02.4 (Oct. 2016), <https://www.epa.gov/clp/epa-contract-laboratory-program-statement-work-organic-superfund-methods-multi-media-multi-1>.

- (u) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), <https://www.epa.gov/geospatial/geospatial-policies-and-standards> and <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (v) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (w) Principles for Greener Cleanups (Aug. 28, 2009), <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (x) Consideration of Greener Cleanup Activities in the Superfund Cleanup Process (Aug. 2, 2016), <https://semspub.epa.gov/work/HQ/100000160.pdf>.
- (y) Close Out Procedures for National Priorities List Superfund Sites, OSWER 9320.2-22 (May 2011), <https://www.epa.gov/superfund/close-out-procedures-national-priorities-list-superfund-sites>.
- (z) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (aa) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sept. 2011).
- (bb) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (cc) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (dd) EPA’s Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), https://www.epaossc.org/_HealthSafetyManual/manual-index.htm.
- (ee) Guidance on Systematic Planning Using the Data Quality Objectives Process, EPA QA/G-4, EPA/240/B-06/001, Office of Environmental Information (Feb. 2006), <https://www.epa.gov/sites/production/files/2015-06/documents/g4-final.pdf>.
- (ff) Consideration of Tribal Treaty Rights and Traditional Ecological Knowledge in the Superfund Remedial Program, OLEM 9200.2-177 (Jan. 2017), <https://semspub.epa.gov/src/document/11/500024668>.
- (gg) Smart Scoping for Environmental Investigation Technical Guide, EPA/542/G-18/004 (Nov. 2018), <https://semspub.epa.gov/work/HQ/100001799.pdf>.

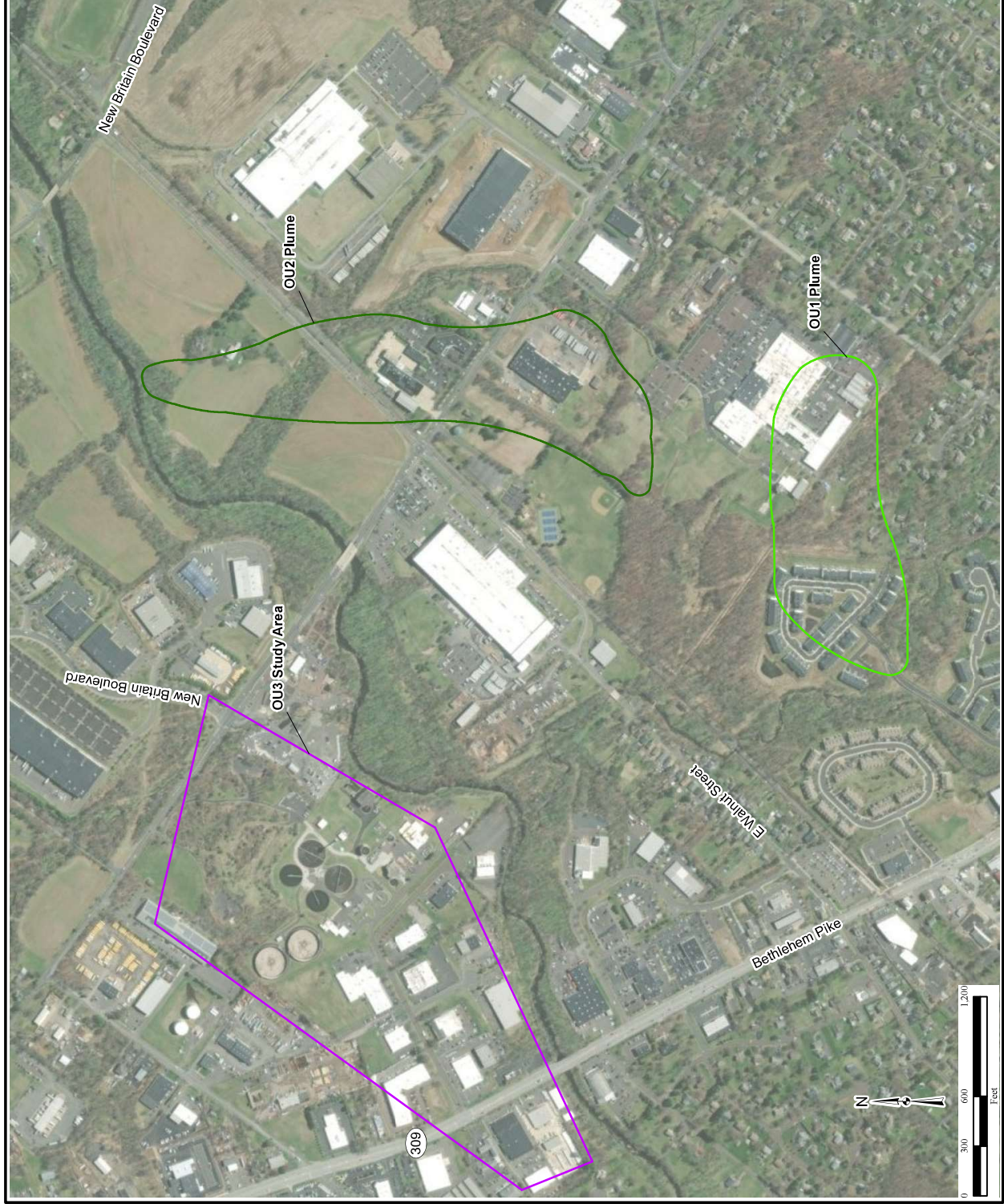
- (hh) Strategic Sampling Approaches Technical Guide, EPA/542/F-18/005 (Nov. 2018), <https://semspub.epa.gov/work/HQ/100001800.pdf>.
- (ii) Best Practices for Data Management, EPA/542/F-18/003, (Nov. 2018), <https://semspub.epa.gov/work/HQ/100001798.pdf>.
- (jj) Smart Scoping of an EPA-Lead Remedial Investigation/Feasibility Study, EPA/542/F-19/0006 (Oct. 2020), <https://semspub.epa.gov/work/HQ/100002571.pdf>.
- (kk) Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part A), RAGS, EPA/540/1-89/002, OSWER 9285.7-01A (Dec. 1989), <https://www.epa.gov/risk/risk-assessment-guidance-superfund-rags-part>.
- (ll) Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments), OSWER 9285.7-47 (Dec. 2001), <https://www.epa.gov/risk/risk-assessment-guidance-superfund-rags-part-d>.
- (mm) Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments, ("ERAGS"), EPA/540/R-97/006, OSWER 9285.7-25 (June 1997).
- (nn) Reuse Assessments: A Tool to Implement the Superfund Land Use Directive. OSWER 9355.7-06P (June 4, 2001), <http://www.epa.gov/superfundcommunity/relocationireusefinal.pdf>.
- (oo) ECO Update: The Role of Screening-Level Risk Assessments and Refining Contaminants of Concern in Baseline Ecological Risk Assessments, EPA/540/F-01/014 (June 2001).
- (pp) EPA QA Field Activities Procedure CIO 2105-P-02.1 (Sept. 23, 2014)
- (qq) EPA Requirements for Quality Management Plans (QA/R-2) EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (rr) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (ss) Considering Reasonably Anticipated Future Land Use and Reducing Barriers to Reuse at EPA-lead Superfund Remedial Sites. OSWER 9355.7-19 (Mar. 2010).
- (tt) Consideration of Climate Resilience in the Superfund Cleanup Process for Non-Federal National Priorities List Sites (June 30, 2021).

8.2 A more complete list may be found on the following EPA web pages:

- (a) Superfund Laws, Policy, and Guidance: <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>.
- (b) Collection of Methods: <https://www.epa.gov/measurements/collection-methods>.
- (c) Quality Assurance:
 - (1) EPA QA Field Activities Procedures: <https://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures>.
 - (2) Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions: https://www.epa.gov/sites/default/files/2016-11/documents/fem-lab-competency-policy_policy_updated_nov2016.pdf.
 - (3) Superfund Contract Laboratory Program: <https://www.epa.gov/clp>.
 - (4) Test Methods for Evaluating Solid Waste: Physical/Chemical Methods (SW-846), Second edition (July 1982): <https://www.epa.gov/hw-sw846>.
 - (5) Standard Methods for the Examination of Water and Wastewater: <http://www.standardmethods.org/>.
 - (6) Air Toxics - Monitoring Methods: <https://www.epa.gov/amtic/compendium-methods-determination-toxic-organic-compounds-ambient-air.gov>.
- (d) Superfund Redevelopment Basics: Policy, Guidance, and Resources: <https://www.epa.gov/superfund-redevelopment-initiative/superfund-redevelopment-basics#policy>.
- (e) Superfund Green Remediation: <https://www.epa.gov/superfund/superfund-green-remediation>.
- (f) Superfund Climate Resilience: <https://www.epa.gov/superfund/superfund-climate-resilience>.
- (g) Ecological Risk Assessment: <https://www.epa.gov/risk/ecological-risk-assessment>.

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

APPENDIX D



<p>HGL—Well Installation Technical Memorandum North Penn 5 OU2—Colmar, Montgomery County, PA</p>	<p>North Penn 5 OU1, OU2 and OU3</p>	<p>Legend</p> <p>Approximate Extent of OU1 Groundwater Plume</p> <p>Approximate Extent of OU2 Groundwater Plume</p> <p>OU3 Study Area</p> <p>Note: OU=operable unit No identified source or discernible groundwater plume exists at OU3.</p>	<p>Worksheet: North Penn_E3303X OU2 Well Install_T.M. OU3 Study Area 1/16/2024 AM Source: HGL, USEPA, Google Aerials Online Imagery</p> <p>HGL</p> <p>HERSHEY COUNTY INDUSTRIES ENVIRONMENTAL</p>
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