

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE FILLED OUT BY ORIGINATING OFFICE:

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: Jeffery Garcia 6/28/11
Name of Contact person Date

in the Regional Counsel at 2697
Office Phone number

Non-SF Jud. Order/Consent Decree. DOJ COLLECTS Administrative Order/Consent Agreement FMD COLLECTS PAYMENT

SF Jud. Order/Consent Decree. FMD COLLECTS

This is an original debt This is a modification

Name of Person and/or Company/Municipality making the payment

SUPERIOR TUBE COMPANY INC.

The Total Dollar Amount of Receivable \$11,690.25

(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number CRCLA/EPCA-03-200-0373

The Site-Specific Superfund Acct. Number _____

The Designated Regional/HQ Program Office _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

The IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
Name of Contact Date

in the Financial Management Office, phone number: _____

JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:

- 1. Rosemarie Pacheco
Environmental Enforcement Section
Lands Division, Room 130044
1425 New York Avenue, N.W.
Washington, D.C. 20005
- 2. Originating Office (ORC)
- 3. Designated Program Office

ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the administrative order should be sent to:

- 1. Originating Office
- 2. Designated Program Office
- 3. Regional Hearing Clerk
- 3. Regional Counsel



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

July 28, 2011

HAND DELIVERY

Lydia Guy
Regional Hearing Clerk (3RC00)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Re: Consent Agreement and Final Order
U.S. EPA Docket No. EPCRA/CERCLA 03-2010-0373

Dear Ms. Guy:

Enclosed for filing is a fully executed Consent Agreement and Final Order. A courtesy copy of the Consent Agreement and Final Order is also enclosed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffere E. Garcia".

Jeffere E. Garcia
Assistant Regional Counsel

cc: Jennifer Cohen (via regular mail)



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Customer Service Hotline: 1-800-438-2474*



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 REGION III
 1650 Arch Street
 Philadelphia, Pennsylvania 19103-2029**

In the Matter of:

) EPA Docket No.: CERCLA-03-2010-0373

) EPA Docket No.: EPCRA-03-2010-0373

)

Superior Tube Company, Inc.

)

3900 Germantown Pike

)

Collegeville, Pennsylvania, 19426,

)

)

)

Respondent.

)

) Proceeding under Sections 103 and 109

) of the Comprehensive Environmental

) Response, Compensation, and

) Liability Act, as amended,

) 42 U.S.C. §§ 9603 and 9609,

) and Sections 304 and 325

) of the Emergency Planning and

) Community Right-to-Know Act,

) 42 U.S.C. §§11004 and 11045

CONSENT AGREEMENT AND FINAL ORDER

Statutory Authority

This Consent Agreement is proposed and entered into under the authority vested in the President of the United States by Section 109 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9609, the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 325 of the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. § 11045, and under the authority provided by the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits," 40 C.F.R. Part 22 ("Part 22"). The President has delegated his authority under Section 109 of CERCLA, 42 U.S.C. § 9609, to the Administrator. The Administrator has delegated that authority and the authority delegated to him under Section 325 of EPCRA, 42 U.S.C. § 11045, to the Regional Administrator of EPA, Region III, who has redelegated those authorities to the Director, Hazardous Site Cleanup Division, EPA Region III ("Complainant").

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 RECEIVED
 REGION III PHILADELPHIA
 EPA REGION III PHILADELPHIA

Preliminary Statement and Stipulations

The Respondent, Superior Tube Company Inc. ("Respondent" or "Superior"), by its attorney or other authorized representative, and EPA stipulate as follows:

1. EPA issued an Administrative Complaint ("Complaint") against Respondent, docketed at Nos. CERCLA-03-2010-0373 and EPCRA-03-2010-0373, on September 30, 2010. The Complaint alleges that Respondent violated Section 103 of CERCLA, 42 U.S.C. § 9603, by failing to immediately notify the National Response Center ("NRC") of a July 10, 2007 release of trichloroethylene (the "Release") from Respondent's facility located at 3900 Germantown Pike in Collegetown, Pennsylvania (the "Facility"). The Complaint also alleges that Respondent violated Section 304(a) and (b) of EPCRA, 42 U.S.C. § 11004(a) and (b), by failing to immediately notify the State Emergency Response Commission ("SERC") and the Local Emergency Planning Committee ("LEPC") of the Release from the Facility.
2. Respondent filed an Answer and requested a hearing pursuant to Section 109 of CERCLA, 42 U.S.C. § 9609, and Section 325 of EPCRA, 42 U.S.C. § 11045. In addition, although entirely unrelated to these proceedings, Respondent has informed Complainant that it has ceased using trichloroethylene in its operations at the Facility.
3. For the purpose of this proceeding, Respondent admits to the jurisdictional allegations of the Complaint.
4. For the purpose of this proceeding, Respondent agrees not to contest the EPA's jurisdiction with respect to the execution or enforcement of the Consent Agreement and accompanying Final Order (collectively, the "CA/FO").
5. For the purpose of this proceeding and with the exception stated in Paragraph 3, above, Respondent neither admits nor denies the specific factual allegations contained in the Complaint, but expressly waives any of its rights to contest said allegations.
6. For the purpose of this proceeding, Respondent expressly waives its rights to a hearing and to appeal this CA/FO under Section 109 of CERCLA, 42 U.S.C. § 9609, and Section 325 of EPCRA, 42 U.S.C. § 11045.
7. EPA incorporates by reference the factual allegations contained in the Complaint as the Findings of Fact for this Consent Agreement.

8. Based upon such Findings of Fact, EPA concludes that Respondent violated Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304(a) and (b) of EPCRA, 42 U.S.C. § 11004(a) and (b) by failing to report the Release immediately to the NRC, SERC and LEPC.

9. As a result of EPA's conclusion that Respondent violated Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 (a) and (b) of EPCRA, 42 U.S.C. § 11004(a) and (b), EPA has determined that Respondent is liable for a civil penalty. In determining the amount of the civil penalty, the following factors have been taken into consideration: the nature, circumstances, extent and gravity of the violation or violations, and with respect to the violator, ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings (if any) resulting from the violation, and such matters as justice may require. The penalty is consistent with 40 C.F.R. Part 19 and the *Enforcement Response Policy for Sections 304, 311, and 312 of the Emergency Planning and Community Right-to-Know Act and Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act (September 30, 1999)*.

10. Based on the foregoing Stipulations and Findings, the parties, by their attorneys or authorized officials, hereby agree to the following.

Penalty

11. In settlement of the above-captioned action, Respondent consents to the assessment of a civil penalty of \$11,691.00. The total penalty shall be allocated as follows: 33.3% or \$3,893.10 for the CERCLA penalty; and 63.7% or \$7,797.90 for the EPCRA penalty.

Supplemental Environmental Project

12. The following Supplemental Environmental Project ("SEP") is consistent with applicable EPA policy and guidelines, specifically EPA's Supplemental Environmental Projects Policy, effective May 1, 1998.

13. Respondent will connect homes in the vicinity of the Facility whose water is supplied by private wells to the public drinking water system through the installation of lateral transmission lines. The SEP is described further in Respondent's SEP proposal, attached hereto as Attachment A and incorporated herein by reference.

14. Respondent's total expenditure for the SEP shall not be less than \$200,000.00 in accordance with the specifications set forth in the SEP proposal. The SEP has been accepted by EPA as part of this settlement. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report, described in Paragraph 17, below.

15. Respondent hereby certifies that, as of the date of this Consent Agreement, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

16. Respondent shall complete implementation of the SEP within one hundred eighty (180) days of the effective date of this CA/FO. Respondent shall notify EPA, to the attention of Jefferie E. Garcia, at the address noted in Paragraph 17, below, when such implementation is complete. EPA may grant Respondent an extension of time to fulfill its SEP obligations if EPA determines, in its sole and unreviewable discretion, that, through no fault of Respondent, Respondent is unable to complete the SEP obligations within the time frame required by this paragraph. Request for any extension must be made in writing within 48 hours of any event, the occurrence of which renders the Respondent unable to complete the SEP within the required time frame ("force majeure event"), and prior to the expiration of the allowed SEP completion deadline. Any requests should be directed to Jefferie E. Garcia at the address noted in Paragraph 17, below.

17. SEP Completion Report

a. Within twenty-one (21) days of completing implementation of the SEP, Respondent shall submit a SEP Completion Report to EPA, to the attention of Jefferie E. Garcia, U.S. EPA Region III, 1650 Arch Street (Mailcode 3RC42), Philadelphia, PA 19103. The SEP Completion Report shall contain the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating problems encountered and the solution thereto; and
- (iii) Itemized costs.

b. Respondent shall, by its officers, sign the report required by this Paragraph 17 and certify under penalty of law that the information contained therein is true, accurate, and not misleading by including and signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe

that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

c. Respondent agrees that failure to submit the report required by this Paragraph 17 shall be deemed a violation of this CA/FO and, in such an event, Respondent will be liable for stipulated penalties pursuant to Paragraph 20 below.

d. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs, which are costs incurred in furtherance of the SEP after the entry of this CAFO. Where the report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

18. Respondent agrees that it will not object to EPA's inspection of the areas where the SEP is being implemented at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

19. EPA Acceptance of SEP Completion Report

a. Upon receipt of the SEP Completion Report, EPA will notify the Respondent in writing that:

- (i) the SEP Completion Report is deficient, providing an explanation of the deficiencies, and granting Respondent an additional thirty (30) days to correct those deficiencies;
- (ii) EPA has concluded that the project has been satisfactorily completed; or
- (iii) EPA has concluded that the project has not been satisfactorily completed and seeks stipulated penalties in accordance with Paragraph 20 herein.

b. If EPA elects to exercise option (i) above, Respondent may object in writing to the notification of deficiency within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached within this thirty (30) day period, EPA shall provide to the Respondent a written statement of its decision on the adequacy of the completion of the SEP,

which shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CA/FO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 20 herein.

20. Stipulated Penalties

a. In the event that Respondent fails to comply with any terms or provisions of this Consent Agreement relating to the performance of the SEP described in Paragraph 13, above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the costs of the SEP required by Paragraph 14, above, Respondent shall be liable for stipulated penalties according the provisions set forth below:

- (i) Except as provided in subparagraph (ii) below, if the SEP has not been completed satisfactorily pursuant to this CA/FO, Respondent shall pay a stipulated penalty to EPA in the amount of \$100,000.00.
- (ii) If the SEP is not completed in accordance with Paragraph 13, but the Complainant determines that Respondent: (a) made good faith and timely efforts to complete the project; and (b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
- (iii) If the SEP is completed in accordance with Paragraph 13, but Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to EPA in the amount of the difference between the amount spent for the project and \$200,000.00.
- (iv) If the SEP is completed in accordance with Paragraph 13 and Respondent spent at least 90 percent of the amount of the money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
- (v) For failure to submit the SEP Completion Report required by Paragraph 17 above, Respondent shall pay a stipulated penalty in the amount of \$200.00 for each day after the report was originally due until the report is submitted.

b. The determination of whether the SEP has been satisfactorily implemented and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties, in accordance with the provisions of Paragraphs 22-23 below. Half of the stipulated penalty shall be payable to the EPA Hazardous Substance Superfund, and the other half payable to the Treasurer of the United States of America. Interest and late charges shall be paid as set forth in Paragraphs 25-29 below.

21. Nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanction available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

Payment Terms

22. In order to avoid the assessment of interest, administrative costs, and late payment penalties in connection with the civil penalty described in this CA/FO, Respondent must pay the civil penalty no later than 30 days after the effective date of the Final Order (the "final due date"). A payment of \$3,893.10 shall be made for the CERCLA portion of the penalty. An additional payment of \$7,797.90 shall be made for the EPCRA portion of the penalty.

23. Payment shall be made as follows:

a. If payment is to be made by cashier's check, separate CERCLA and EPCRA payment cashier's checks shall be made as follows:

(i) The CERCLA portion of the penalty shall be made payable to "EPA-Hazardous Substances Superfund" and sent to:

U.S. EPA, Region III
ATTN: Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

Contact: Natalie Pearson, (314) 418-4087

If the cashier's check is sent overnight mail, it should be sent to:

U.S. Environmental Protection Agency
ATTENTION: Superfund Payments
U.S. Bank
1005 Convention Plaza
Mail Station FL-MO-C2GL
St. Louis, MO 63101

Contact: Natalie Pearson, (314) 418-4087

The Respondent shall note on the CERCLA penalty-payment cashier's check the title and docket number of this case.

(ii) The EPCRA portion of the penalty, payable to "United States Treasury" in care of:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

If check is sent via overnight mail, it should be sent to:

U.S. Environmental Protection Agency
Fines and Penalties
U.S. Bank
1005 Convention Plaza
Mail Station FL-MO-C2GL
St. Louis, MO 63101

The Respondent shall note on the EPCRA penalty-payment cashier's check the title and docket number of this case.

b. Payment may be made via EFT (wire transfer) to:

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

c. Payment may be made via Automated Clearinghouse (ACH), also known as
Remittance Express (REX), to:

US Treasury REX/Cashlink
ACH Receiver
ABA = 051036706
Account No.: 310006, EPA
CTX Format Transaction
Code 22- Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737

Contact: Jesse White (301) 887-6548 or
REX, 1-(866) 234-5681

d. On-Line Payment Option:

www.pay.gov/paygov
Enter sfo 1.1 in the search field. Open and complete the form.

24. The Respondent shall submit copies of the checks, or verification of wire transfer or
ACH to the following persons:

Lydia Guy (3RC00)
Regional Hearing Clerk
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Jefferie E. Garcia (3RC42)
Assistant Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

25. For federal income tax purposes, Respondent agrees that the penalty specified in paragraph 11 above shall represent civil penalties assessed by EPA and shall not be deductible.

26. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

27. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States, as well as a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this CA/FO shall result in the assessment of late payment charges, including interest, penalties, and/or administrative costs of handling delinquent debts.

28. Interest on the civil penalty assessed in this CA/FO will begin to accrue on the date that a copy of this CA/FO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).

29. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue in accordance with 40 C.F.R. § 13.11(b). Pursuant to EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the final due date and an additional \$15.00 for each subsequent thirty (30) day period the penalty remains unpaid.

30. A penalty charge of six (6) percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days, pursuant to 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent, in accordance with 31 C.F.R. § 901.9(d).

31. Failure by the Respondent to pay the \$11,691.00 penalty assessed by the Final Order in full by the final due date, or to pay any stipulated penalties assessed under this CA/FO, may subject Respondent to a civil action to collect the assessed penalty, plus interest, pursuant to Section 109 of CERCLA, 42 U.S.C. § 9609, and Section 325 of EPCRA, 42 U.S.C. § 11045. In any such collection action, the validity, amount and appropriateness of the penalty shall not be subject to review.

General Provisions

32. The provisions of the CA/FO shall be binding upon Respondent, its officers, directors, agents, servants, employees, and successors or assigns. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the party represented to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of the Consent Agreement and accompanying Final Order.

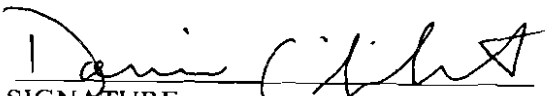
33. The CA/FO does not constitute a waiver, suspension or modification of the requirements of Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of EPCRA, 42 U.S.C. § 11004, or any regulations promulgated thereunder.

34. This CA/FO constitutes a settlement by EPA of all claims for civil penalties pursuant to EPCRA and CERCLA for all violations alleged in the Complaint. Nothing herein shall be construed to limit the authority of the Complainant to undertake action against any person, including the Respondent in response to any condition which Complainant determines may present an imminent and substantial endangerment to the public health, public welfare or the environment. Nothing in this CA/FO shall be construed to limit the United States' authority to pursue criminal sanctions.

35. Each party to this action shall bear its own costs and attorney's fees.

36. By entering into this CA/FO, the Respondent does not admit any liability for the civil claims alleged in the Complaint.

FOR SUPERIOR TUBE COMPANY INC.


SIGNATURE

7/6/2011
DATE


Name: DAMIANO CILIBERTO

Title: VP FINANCE & CFO

In re Superior Tube Company Inc.

U.S. EPA Docket Nos. CERC-03-2010-0373
EPCRA-03-2010-0373

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY



Ronald Borsellino, Director
Hazardous Site Cleanup Division

7/10/11

DATE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

In the Matter of:

) EPA Docket No.: CERCLA-03-2010-0373
) EPA Docket No.: EPCRA-03-2010-0373
)
)
) Proceeding under Sections 103 and 109
) of the Comprehensive Environmental
) Response, Compensation, and Liability Act
) as amended, 42 U.S.C. §§ 9603 and 9609,
) and Sections 304 and 325 of the Emergency
) Planning and Community Right-to-Know Act,
) 42 U.S.C. §§11004 and 11045

Superior Tube Company, Inc.
3900 Germantown Pike
Collegeville, Pennsylvania, 19426,

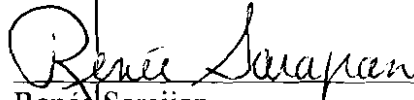
Respondent.

FINAL ORDER

Pursuant to Section 109 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, and Section 325 of the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. § 11045, and in accordance with 40 C.F.R. Part 22, and based on the representations in the Consent Agreement, having determined that the penalty agreed to in the Consent Agreement is based on a consideration of the factors set forth in Section 109 of CERCLA, 42 U.S.C. § 9609, and Section 325 of EPCRA, 42 U.S.C. § 11045, the foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is ordered to comply with the terms of the referenced Consent Agreement.

Effective Date

This Final Order shall become effective upon the date of its filing with the Regional Hearing Clerk.


Renee Sarajian
Regional Judicial Officer
EPA, Region III

7/27/11
DATE



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**


In the Matter of:	)	U.S. EPA Docket No.: CERCLA-03-2010-0373
)	
Superior Tube Company Inc.	)	U.S. EPA Docket No.: EPCRA-03-2010-0373
3900 Germantown Pike)	
Collegeville, Pennsylvania 19426)	
)	
)	
Respondent.)	
	)	Proceedings under Sections 103 and 109 of the
	)	Comprehensive Environmental Response
Superior Tube Company Inc.	)	Compensation and Liability Act, as
3900 Germantown Pike	)	amended, ("CERCLA"), 42 U.S.C. §§ 9603
Collegeville, Pennsylvania 19426	)	and 9609, and Sections 304(b) and (c) and
	)	325 of the Emergency Planning and
	)	Community Right-to-Know Act ("EPCRA"),
	)	42 U.S.C. §§ 11004(b) and (c) and 11045
Facility.)	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the date provided below, I hand-delivered and filed the original of the signed Consent Agreement and Final Order with the Regional Hearing Clerk, U.S. EPA, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029, and that true and correct copies of the Consent Agreement and Final Order were sent by first class mail to:

Jennifer L. Cohen
 Drinker Biddle & Reath LLP
 One Logan Square
 Philadelphia, PA 19103

7/27/11
 DATE


 Jefferie E. Garcia (3RC42)
 Assistant Regional Counsel
 Counsel for Complainant
 (215) 814-2697