U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 RENNER BOULEVARD
LENEXA, KANSAS 66219

IN THE MATTER OF: TOASTMASTER-MACON SITE EPA ID NO. MOD991293564 SPECTRUM BRANDS, INC. and, COOPER INDUSTRIES, LLC Respondents Proceeding Under Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622	Docket No. CERCLA-07-2020-0168 **ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTIONS**

TABLE OF CONTENTS

APPENDICES

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement") is entered into voluntarily by the United States Environmental Protection Agency (EPA) and Spectrum Brands, Inc., on its own behalf as successor to Toastmaster, Inc., and as indemnitor for Cooper Industries, LLC, as successor to McGraw-Edison Company ("Respondents"). This Settlement provides for the performance of a removal action by Respondents and the payment of certain response costs incurred by the United States at or in connection with the Toastmaster-Macon Site (the "Site") generally located at, and in the area of, 708 South Missouri Street in Macon, Missouri.

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607, and 9622 (CERCLA). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators by EPA Delegation Nos. 14-14-A (Determinations of Imminent and Substantial Endangerment, Jan. 31, 2017), 14-14-C (Administrative Actions Through Consent Orders, Jan. 18, 2017), and 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). This authority was further redelegated by the Regional Administrator of EPA Region 7 to the director of the Superfund & Emergency Management Division by Regional Delegation Nos. R7-14-14A, R7-14-14C, and R7-14-14D, effective April 29, 2019.

3. EPA has notified the State of Missouri of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and 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 current or 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 0 (Conclusions of Law and Determinations) of this Settlement. Respondents agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

5. This Settlement is binding upon EPA and upon Respondents and their respective successors and assigns. Any change in ownership or corporate status of Respondents, including but not limited to, any transfer of assets or real or personal property shall not alter Respondents' responsibilities under this Settlement. EPA recognizes that an indemnity exists between Respondents, as described in Paragraph 40. Based on this indemnity, in the event of any action by the United States to enforce this Settlement, EPA may in its unreviewable discretion elect to first proceed solely against Spectrum Brands, Inc.; however nothing herein shall affect the joint and several liability of the Respondents.

6. The undersigned representative of each Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind such Respondent to this Settlement.

7. Respondents shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing Respondents with respect to the Site or the Work, and shall require as a condition of the contract with such contractor that any work performed shall be in conformity with the terms of this Settlement. Respondents or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

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

"Affected Property" shall mean all real property at the Site and any other real property where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement the removal action.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 - 9675.

"Constituents of Concern" or "COCs" shall mean trichloroethene (TCE), 1,1-dichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, and vinyl chloride.

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

"Effective Date" shall be the effective date of this Settlement as provided in Section XXX.

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

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

"Facility" shall mean the property located at 708 South Missouri Street in Macon, Missouri, near the center of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 21, Township 57 North, Range 14 West in Macon County, Missouri.

"Future Response Costs" shall mean all costs, including but not limited to, direct and indirect costs, that the United States incurs following the Effective Date of this Settlement, and is entitled to recover under CERCLA in reviewing or developing deliverables submitted pursuant to this Settlement; in overseeing implementation of the Work; or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section 0 (Property Requirements) (including but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, including but not limited to, the amount of just compensation), Section XIII (Emergency Response and Notification of Releases), Paragraph 103 (Work Takeover), Paragraph 126 (Access to Financial Assurance), community involvement (including but not limited to, the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e)), Section XV (Dispute Resolution), and all litigation costs. Future Response Costs shall also include Agency for Toxic Substances and Disease Registry (ATSDR) costs regarding the Site. Any costs incurred by the United States prior to the Effective Date of this Settlement and costs reimbursed to EPA pursuant to Paragraph 126 (Access to Financial Assurance) shall not be considered "Future Response Costs."

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

"MDNR" shall mean the Missouri Department of Natural Resources and any successor departments or agencies of the State.

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

"Non-Settling Owner" shall mean any person, other than a Respondent, who owns or controls any Affected Property, including Compton's LLC and Richard Compton. The clause "Non-Settling Owner's Affected Property" means Affected Property owned or controlled by Non-Settling Owner.

"Paragraph" shall mean a portion of this Settlement identified by an Arabic numeral.

"Parties" shall mean EPA and Respondents.

"Post-Removal Site Control" shall mean actions necessary to ensure the effectiveness and integrity of the removal action to be performed pursuant to this Settlement consistent with Sections 300.415(*l*) and 300.5 of the NCP and "Policy on Management of Post-Removal Site Control," OSWER Directive No. 9360.2-02 (Dec. 3, 1990).

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 - 6922 (also known as the Resource Conservation and Recovery Act).

"Respondents" shall mean Spectrum Brands, Inc. and Cooper Industries, LLC.

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

"Settlement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIX [Integration/Appendices]). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

"Site" shall mean the Toastmaster-Macon Site, including the Facility and all areas where the COCs from Facility operations have come to be located.

"State" shall mean the State of Missouri.

"Statement of Work" or "SOW" shall mean the document describing the activities Respondents must perform to implement the removal action pursuant to this Settlement, as set forth in Appendix B, and any modifications made thereto in accordance with this Settlement.

"Toastmaster-Macon Special Account" shall mean the special account within the EPA Hazardous Substance Superfund established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and the previously executed Administrative Settlement Agreement and Order on Consent, Docket CERCLA-07-2016-0014, effective October 25, 2017.

"Transfer" shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

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

"Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (d) any "hazardous substance" under Section 260.500(5) of the Revised Statutes of Missouri.

"Work" shall mean all activities and obligations Respondents are required to perform under this Settlement except those required by Section XI (Record Retention).

IV. FINDINGS OF FACT

9. Compton's LLC is the current owner of property located at 708 South Missouri Street in Macon, Missouri. The Facility consists of approximately 9.5 acres and is located in an area that is primarily light industrial or residential. See Appendix A. Structures at the Facility include an approximately 175,000 square-foot building, a metal canopy and shed adjacent to the

west side of the building, and a concrete foundation that housed above-ground storage tanks (ASTs) prior to 1991.

10. The Facility was developed in 1950 by the City of Macon and was occupied by a roller skate manufacturing company until 1955. Small-electronic appliance manufacturing operations were conducted at the Facility from approximately 1956 until 2001, and from 2001 until 2012 the Facility was used for warehousing. Macon Industrial Development Corporation owned all or part of the Facility and leased the property to McGraw-Edison Company beginning in the mid-1950s for use by its Portable Appliance and Tool Group division. McGraw-Edison Company operated the Facility from 1956 until 1980. Cooper Industries, LLC, is the successor corporation to McGraw-Edison Company.

11. In 1980, McGraw-Edison, as part of an asset sale, sold its Portable Appliance and Tool Group division as part of a leveraged buy-out, resulting in the formation of Toastmaster, Inc. (Toastmaster). In October 1983, Toastmaster was acquired by Magic Chef, Inc. and was operated as a wholly owned subsidiary of Magic Chef, Inc., until it was acquired by Maytag Company in 1986. Toastmaster was then sold to a portion of its management team in January 1987. In 1992, Toastmaster became a publicly traded company. On January 8, 1999, Toastmaster was acquired by Salton, Inc. Salton, Inc. later changed its name to Russell-Hobbs, Inc., and Toastmaster operated as a wholly owned subsidiary of Russell-Hobbs, Inc. Spectrum Brands, Inc. acquired Russell-Hobbs in 2010. Toastmaster has now been merged into Spectrum Brands, Inc.

12. From 1956 until at least 1996, TCE was stored and used in operations at the Facility. Until 1991, TCE was stored in a 5,000-gallon AST located outside, directly adjacent to the manufacturing building. After 1991, TCE was stored within the Facility in 55-gallon drums. In the 1996 Preliminary Assessment/Site Investigation conducted by the State, Facility personnel indicated that they believed the source of the TCE contamination was historical leakage over a long period of time.

13. In 1991, during Toastmaster's ownership and operation of the Facility, a pinhole leak was discovered in a 5,000-gallon fuel oil AST. The 5,000-gallon AST containing TCE was located next to the fuel oil AST. Both tanks were located within a concrete foundation on a gravel bed. A subsequent investigation by MDNR reported that TCE use since 1956 resulted in spillage during storage tank filling and that this spillage occurred over a long period of time.

14. In September 1991, after discovering the fuel leak, Toastmaster contracted to perform a soil gas survey to evaluate the potential presence of volatile organic compounds (VOCs) in soils under and adjacent to the AST area and estimate the quantity of VOCs that may have been released in this area. Soil gas sampling was conducted on September 14-16, 1991. This sampling revealed the presence of total VOCs and TCE, along with traces of benzene and toluene, in the storage area.

15. Based on the results of the soil gas survey, Toastmaster initiated a Phase II Environmental Site Assessment (ESA) to verify the results of the soil gas survey and to delineate the vertical and horizontal extent of the VOC contamination. At that time, a Phase I ESA had not

been completed. Field work on the Phase II ESA began on January 20, 1992, which included the installation of ten groundwater monitoring wells.

16. The Phase II ESA documented that soils down-gradient and cross-gradient from the former location of the TCE and fuel oil ASTs were contaminated with VOCs. The Phase II ESA also documented that groundwater in both an upper water-bearing zone and a lower water-bearing zone were contaminated with VOCs, most significantly, TCE.

17. On June 17, 1992, Toastmaster reported a spill of TCE at the Facility to the U.S. Coast Guard's National Response Center. This report indicated that Toastmaster had performed a Site assessment and discovered off-site contamination of TCE in groundwater. The contamination was reported to be a result of historical leaks of TCE from the AST.

18. On September 17, 1993, the Missouri Department of Natural Resources received a Cleanup Assessment Report for the Site from the Missouri Department of Health. The report concluded that a health risk existed at the Site based on the high levels of VOCs, especially TCE, in the soil and groundwater. However, the magnitude of the health risk could not be determined without additional information regarding the presence and vulnerability of public and private water supplies near the Site.

19. After the Phase II ESA was completed, Toastmaster contracted to design and oversee the response to subsurface TCE contamination. In January 1995, groundwater from the monitoring wells was sampled. Some samples showed a slight increase, while some showed a slight decrease, of contaminants from the 1992 sampling results.

20. In December 1995, Toastmaster installed thirteen additional monitoring wells to further characterize the extent of contamination and the direction of groundwater flow.

21. MDNR submitted a CERCLIS Site Identification Form to EPA for the Site on February 8, 1996. Toastmaster submitted an application to MDNR's Hazardous Substances Environmental Remediation Program for the remediation of contaminants under the review and oversight of MDNR. Toastmaster was accepted into MDNR's Voluntary Cleanup Program (VCP) by a letter dated March 29, 1996. MDNR requested that Toastmaster conduct a Phase I ESA, which was completed on June 14, 1996.

22. In April and July 1996, MDNR issued two comment letters on previous investigations conducted at the Site. In July 1998, a pump and treat system was evaluated as a remediation technique. In October 1998, MDNR issued a third comment letter requiring the installation of additional monitoring wells including wells drilled to bedrock, sampling of intermittent streams down-gradient from the Site, and investigation of the TCE source area. In March 1999, MDNR approved the well installation work plan, including the wells drilled to bedrock.

23. In January 2001, MDNR issued a letter to Toastmaster indicating that, although characterization was not yet complete, response actions were necessary at the Site. In April 2001, MDNR approved a pilot test for the use of Hydrogen Release Compound at the Site. In October 2001, MDNR requested additional sampling at the Site and approved Toastmaster's sampling plan in November 2001.

24. On April 14, 2004, MDNR issued a letter stating that the use of Hydrogen Release Compound at the Site had been effective but that it should be combined with another remediation technology that will be effective in the source area.

25. In March 2005, MDNR issued a letter to Toastmaster indicating that a new guidance document would be used in the investigation and/or remediation of the Site with respect to source areas, indoor air, groundwater, and its associated contaminant plume.

26. In April 2010, MDNR issued a letter to Toastmaster indicating that additional Site investigation was needed. In June 2011, the Site investigation work plan was approved by MDNR. In March 2012, MDNR issued a letter requesting additional investigation and remedial action.

27. In June 2012, Compton's purchased the Facility and assumed, by contractual indemnity, all environmental liabilities associated with the Facility. MDNR received a letter of agreement enrolling Compton's in MDNR's VCP on May 23, 2012.

28. On June 13, 2013, MDNR issued comments on the groundwater monitoring report, and again set a deadline for submission of a remedial action plan. On December 11, 2013, MDNR established a 30-day deadline for remedial action plan submittal, or the Site would be terminated from MDNR's VCP. On January 16, 2014, the Site was terminated from the VCP.

29. In May 2014, MDNR conducted indoor air sampling to determine whether COC vapors from subsurface contamination were resulting in exposures within the building at the Facility. The sampling documented elevated levels of TCE in the indoor air within the building. In June 2014, MDNR requested that EPA take action to respond to vapor intrusion exposures within the building at the Facility and address the source of those exposures.

30. In July 2014, MDNR conducted indoor air and sub-slab soil gas sampling at residences in the immediate vicinity of the Facility to determine whether the COCs from the Facility were impacting nearby residences. The results of this sampling, received by MDNR in August 2014, documented elevated indoor and/or sub-slab levels of TCE in two of the nearby residences. In August 2014, MDNR expanded its referral of the Site to EPA, requesting that EPA investigate and respond to contamination at the Facility, as well as contamination emanating from the Facility. On October 2, 2014, EPA conducted a fund-lead removal action and installed sub-slab vapor mitigation devices in the two residences that had elevated levels of TCE.

31. On November 20, 2015, EPA entered into an Administrative Settlement Agreement and Order on Consent for Removal Actions, Docket No. CERCLA-07-2015-0006, with Compton's LLC and Spectrum Brands, Inc., requiring installation of a vapor mitigation system in the former manufacturing building, conducting sub-slab and indoor air sampling of residences, installation of vapor mitigation systems in residences containing elevated and unacceptable levels of TCE, and monitoring the effectiveness of the vapor mitigation systems in both the Facility and residences by conducting confirmatory indoor air sampling following the installation of the systems. That work was commenced in August 2016.

32. The November 2015 ASAOC specified that Compton's LLC would undertake the primary role in performing the requirements of the order, with Spectrum Brands, Inc. assuming

secondary responsibility should Compton's LLC fail to perform. On February 2, 2016, EPA sent a letter to Spectrum Brands, Inc. determining that Compton's LLC had failed to perform and requesting that Spectrum Brands, Inc. assume performance of the order's obligations.

33. Spectrum Brands, Inc. retained Environmental Resources Management, Inc. to complete the response activities under that order. Spectrum Brands, Inc. submitted a project summary report to EPA on June 11, 2018, and EPA approved the report on December 9, 2020. EPA's signature on this Settlement constitutes written notice of completion pursuant to Paragraph 109 of the November 2015 ASAOC.

34. On May 3, 2016, Spectrum Brands, Inc., filed suit against Compton's LLC and Richard Compton seeking specific performance and indemnification under certain property transfer and indemnity agreements for costs incurred responding to TCE contamination at the Site. These proceedings advanced under case number 2:16-cv-0030 in the United States District Court for the Eastern District of Missouri.

35. In a separate civil action, Cooper Industries, LLC, filed a complaint in federal district court on June 7, 2016, against Spectrum Brands, Inc., seeking indemnification pursuant to an Asset Purchase Agreement for liabilities arising from TCE contamination at the Site. Spectrum Brands, Inc. counterclaimed against Cooper Industries for costs arising from the same contamination. These proceedings advanced under case number 2:16-cv-0039 in the United States District Court for the Eastern District of Missouri.

36. While litigation was pending among these parties, the director of EPA Region 7's Superfund Division approved the agency's initiation of an Engineering Evaluation/Cost Analysis, or EE/CA, for non-time critical removal action at the Site on September 28, 2017. The purpose of the EE/CA was to evaluate cleanup alternatives for mitigating and treating the source of subsurface TCE contamination at the Site. EPA consulted with MDNR prior to approval of the EE/CA investigation.

37. On October 25, 2017, EPA entered into an Administrative Settlement Agreement and Order on Consent requiring Spectrum Brands, Inc., and Cooper Industries, LLC, to perform an EE/CA for the Site ("October 2017 ASAOC"). The investigation was conducted in accordance with the EE/CA Work Plan, included as Appendix B of the October 2017 ASAOC. Concurrently with this settlement, EPA issued Compton's LLC and Richard Compton a Unilateral Administrative Order for Participation & Cooperation with Engineering Evaluation/Cost Analysis, Docket No. CERCLA-07-2017-0457. EPA modified and finalized this unilateral order effective October 30, 2019, requiring Compton's LLC and Richard Compton to provide access to the Facility and otherwise cooperate with investigation activities that would occur at the property during development of the EE/CA.

38. As the EE/CA investigations progressed, the court ruled on August 21, 2018, that Compton's LLC and Richard Compton, as guarantor, had breached private contracts between itself and Spectrum Brands, Inc. by failing to fulfill responsibilities related to environmental response to TCE contamination at the Site. Spectrum Brands, Inc. and Compton's LLC thereafter agreed upon terms of a settlement that were memorialized in a Consent Decree approved by the court on September 13, 2018. In addition to indemnifying Spectrum Brands' for environmental

response costs incurred in fulfilling the requirements of the November 2015 ASAOC, the Consent Decree obligated Compton's LLC and Richard Compton to cease business operations at the Facility and demolish all structures within 120 days after the cessation of operations. The Consent Decree further obligated Compton's LLC's consent to the filing of an environmental covenant on the property after demolition of physical structures at the Facility.

39. As the EE/CA neared completion, the U.S. District Court for the Eastern District of Missouri also issued a dispositive ruling on statutory liability for TCE contamination at the Site. The court found Cooper Industries, LLC and Spectrum Brands, Inc. both liable under CERCLA § 107(a)(2) "because each company owned and/or operated the Macon Site 'at the time of disposal of any hazardous substance" at the Macon Site." Cooper Ind's, LLC v. Spectrum Brands, Inc., 412 F.Supp.3d 1082, 1104 (E.D. Mo. 2018). In a prior ruling, the Court held that Cooper retained liability under the asset sale agreement for liabilities at the Site for which it was entitled to benefits of insurance.

40. On April 3, 2020, Cooper Industries, LLC and Spectrum Brands, Inc. entered into an agreement under which Spectrum Brands, Inc. agreed to defend, indemnify, and hold Cooper harmless for any and all environmental liabilities and Claims arising from the Site. Pursuant to that agreement, regarding indemnified matters, "Spectrum shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal, make counterclaims, add parties and assert third-party claims, and settle or compromise the Third-Party Claim in the name and on behalf of Cooper (e.g., 'Cooper Industries, LLC by its indemnitor, Spectrum Brands, Inc.')."

41. EPA received a final revised draft of the EE/CA on July 30, 2020. The EE/CA summarized site investigations performed at the Site, characterized the scope of TCE soil and groundwater contamination, and evaluated multiple removal action alternatives on the criteria of effectiveness, implementability, and cost. The action recommended in the EE/CA for the western area where the former TCE AST was located is in-situ thermal desorption of source area soil contamination greater than or equal to 110 milligrams per kilogram, or mg/kg. The same action is recommended for the smaller source area beneath the Facility building, with the option at the Respondents' election to excavate this area if during removal design it is determined by Respondent' to be more cost effective.

42. On August 26, 2020, EPA published a notice on the agency's Web site announcing the publication of the EE/CA for 30-day public comment and the availability of the administrative record file. The agency also published notice in the Macon County Home Press on September 2, 2020, which ran in print and online editions of the newspaper. The agency responded to significant comments after the close of the 30-day public comment period. Pursuant to 40 C.F.R. § 300.820(a), EPA has included documentation of compliance with these and other public participation requirements in the administrative record file for this action.

43. Spectrum Brands, Inc. submitted a Final EE/CA Report to EPA on November 23, 2020, and EPA approved the report on December 9, 2020. EPA's signature on this Settlement constitutes written notice of completion pursuant to Paragraph 111 of the October 2017 ASAOC.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

44. Based on the Findings of Fact set forth above, and the administrative record, EPA has determined that:

a. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) as an "owner" and/or "operator" of the Facility at the time of disposal of hazardous substances at the Facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

e. The conditions described in the Findings of Fact above constitute an actual and/or threatened "release" of a hazardous substance from the Facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The conditions described in the Findings of Fact above may constitute an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance from the facility within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

g. The removal action required by this Settlement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

45. Based upon the Findings of Fact, Conclusions of Law and Determinations set forth above, and the administrative record for the Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement, including but not limited to, all attachments to this Settlement and all documents incorporated by reference into this Settlement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

46. Arcadis U.S., Inc. shall serve as Respondents' initial contractor. Respondents shall notify EPA of the names, titles, contact information, and qualifications of any other contractors or subcontractors retained to perform the Work at least 10 days prior to

commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors subsequently retained by Respondents. If EPA disapproves of a subsequently selected contractor or subcontractor, Respondents shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name, title, contact information, and qualifications within 30 days following Respondents' receipt of EPA's written notice of disapproval. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor demonstrates compliance 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), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, Reissued May 2006) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA's review for verification based on objective assessment criteria (e.g., experience, capacity, technical expertise) and that they do not have a conflict of interest with respect to the project.

47. Respondents have designated, and EPA has not disapproved, the following individual as its Project Coordinator, who shall be responsible for administration of all actions by Respondents required by this Settlement:

Christopher Kalinowski, PE
Certified Project Manager / Principal
Arcadis U.S., Inc.
5420 Wade Park Boulevard, Suite 350
Raleigh North Carolina 27607
(919) 415-2277
chris.kalinowski@arcadis.com

To the greatest extent possible, the Project Coordinator, or his designee, shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator or a subsequently designated Project Coordinator who does not meet the requirements of Paragraph 46. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information, and qualifications within 30 days following Respondents' receipt of EPA's written notice EPA's disapproval.

48. Receipt by each of the following of any notice or communication from EPA relating to the Work shall constitute receipt of the same by Respondents: (a) Respondents' Project Coordinator; and (b) Andrew Perellis, Perellis & Associates, 2549 Waukegan Road, PMB 10034, Bannockburn, Illinois 60015, *aperellis@perellislaw.com*.

49. EPA has designated John Frey as its On-Scene Coordinator (OSC) for the Work. Respondents shall direct all submissions required by this Settlement to:

John Frey
U.S. Environmental Protection Agency, Region 7
8600 N.E. Underground Drive, Pillar 253
Kansas City, Missouri 64161
(913) 551-7994
frey.john@epa.gov

The OSC shall be responsible for overseeing Respondents' implementation of this Settlement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

50. EPA and Respondents shall have the right, subject to Paragraph 47, to change their respective designated OSC or Project Coordinators. To the extent practicable, oral notice shall be provided to the other party within 48 hours of such change and written notice shall follow within five 5 working days of such change.

VIII. WORK TO BE PERFORMED

51. Respondents shall perform, at a minimum, all actions necessary to implement the Statement of Work (SOW). The actions to be implemented generally include, but are not limited to, the following:

a. Installation and operation of in-situ thermal remediation technology and/or excavation for TCE source areas (depicted in Figure 1 of the Statement of Work) until TCE soil concentrations no longer exceed 110 mg/kg, as determined by the 95 percent Upper Confidence Limit of the mean of sample results collected during a confirmatory sampling event;

b. Implementation of a groundwater Monitoring and Natural Attenuation (MNA) program that will evaluate COC concentrations in groundwater to demonstrate that MNA achieves stable to decreasing groundwater plumes;

c. Operation, maintenance, and monitoring of previously installed vapor intrusion mitigation systems to ensure vacuum coverage and indoor air quality for TCE below the action level of 2 micrograms per cubic meter ($\mu g/m^3$); and

d. Implementation of institutional controls restricting land and groundwater use on Affected Property.

52. For any regulation or guidance referenced in this Settlement, with respect to Work that has not yet occurred, 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 EPA of the modification, amendment, or replacement.

53. Work Plan and Implementation.

a. Within 120 days after the Effective Date, in accordance with Paragraph 54 (Submission of Deliverables), Respondents shall submit to EPA for approval a draft work plan for performing the removal action (the "Removal Work Plan") generally described in Paragraph 51 above. The draft Removal Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement.

b. EPA may approve, disapprove, or require revisions to the draft Removal Work Plan in whole or in part. If EPA requires revisions, Respondents shall submit a revised draft Removal Work Plan within 30 days after receipt of EPA's notification of the required revisions. Respondents shall implement the Removal Work Plan as approved in writing by EPA in accordance with the schedule proposed by Respondents and approved by EPA. Once approved, or approved with modifications, the Removal Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement.

c. Upon approval or approval with modifications of the Removal Work Plan Respondents shall commence implementation of the Work in accordance with the schedule included therein. Respondents shall not commence or perform any Work except in conformance with the terms of this Settlement.

d. Unless otherwise provided in this Settlement, any additional deliverables that require EPA approval under the SOW shall be reviewed and approved by EPA in accordance with this Paragraph.

54. Submission of Deliverables.

a. General Requirements for Deliverables.

(1) Except as otherwise provided in this Settlement, Respondents shall direct all submissions required by this Settlement to the OSC at the address, phone, and/or Email specified in Paragraph 48. Respondents shall submit all deliverables required by this Settlement, the SOW, or any approved work plan to EPA in accordance with the schedule set forth in such plan.

(2) Respondents shall submit all deliverables in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed below. All other deliverables shall be submitted to EPA in the form specified by the OSC. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Respondents shall also provide EPA with paper copies of such exhibits.

b. Technical Specifications for Deliverables.

(1) Sampling and monitoring data should be submitted in standard Regional Electronic Data Deliverable (EDD) format. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

(2) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (a) in the ESRI File Geodatabase format; and (b) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at *https://www.epa.gov/geospatial/epa-metadata-editor*.

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

(4) Spatial data submitted by Respondents do not, and is not intended to, define the boundaries of the Site.

55. Health and Safety Plan. Within 120 days after the Effective Date, Respondents shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Settlement. This plan shall be prepared in accordance with "OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities," OSWER Pub. No. 9285.0-OlC (Nov. 2002), available on the NSCEP database at *https://www.epa.gov/nscep*, and "EPA's Emergency Responder Health and Safety Manual," OSWER Directive No. 9285.3-12 (July 2005 and updates), available at *https://www.epaosc.org/_HealthSafetyManual/manual-index.htm*. In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

56. Quality Assurance, Sampling, and Data Analysis.

a. Respondents shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with "EPA Requirements for Quality Assurance Project Plans (QA/R5)," EPA/240/B-01/003 (March 2001,

reissued May 2006); "Guidance for Quality Assurance Project Plans (QA/G-5)," EPA/240/R-02/009 (December 2002); and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005).

b. Sampling and Analysis Plan. Within 120 days after the Effective Date, Respondents shall submit a Sampling and Analysis Plan to EPA for review and approval. This plan shall consist of a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP) that is consistent with the SOW, the NCP, and applicable guidance documents, including but not limited to, "Guidance for Quality Assurance Project Plans (QA/G-5)," EPA/240/R-02/009 (December 2002); "EPA Requirements for Quality Assurance Project Plans (QA/R-5)," EPA 240/B-01/003 (March 2001, reissued May 2006), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005). Upon its approval by EPA, the Sampling and Analysis Plan shall be incorporated into and become enforceable under this Settlement.

c. Respondents shall ensure that EPA personnel and its authorized representatives are allowed access at reasonable times to all laboratories utilized by Respondents in implementing this Settlement. In addition, Respondents shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance, quality control, and technical activities that will satisfy the stated performance criteria as specified in the QAPP and that sampling and field activities are conducted in accordance with the agency's "EPA QA Field Activities Procedure," CIO 2105-P-02.1 (9/23/2014), available at *http://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures*. Respondents shall ensure that the laboratories it utilizes for the analysis of samples taken pursuant to this Settlement meet the competency requirements set forth in EPA's "Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions," available at *http://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements*, and that the laboratories perform all analyses according to accepted EPA methods. Accepted EPA methods consist of, but are not limited to, methods that are documented in the EPA's Contract Laboratory Program (*http://www.epa.gov/clp*), SW 846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (*https://www.epa.gov/hw-sw846*), "Standard Methods for the Examination of Water and Wastewater" (*http://www.standardmethods.org/*), and 40 C.F.R. Part 136, "Air Toxics - Monitoring Methods" (*http://www3.epa.gov/ttnamti1/airtox.html*).

d. However, upon approval by EPA, Respondents may use other appropriate analytical method(s), as long as: (i) QA/QC criteria are contained in the method(s) and the method(s) are included in the QAPP; (ii) the analytical method(s) are at least as stringent as the methods listed above; and (iii) the method(s) have been approved for use by a nationally recognized organization responsible for verification and publication of analytical methods, e.g., EPA, ASTM, NIOSH, OSHA, etc. Respondents shall ensure that all laboratories that it uses for analysis of samples taken pursuant to this Settlement have a documented Quality 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), and "EPA Requirements for Quality Management Plans (QA/R-2)," EPA/240/B-01/002 (March 2001, reissued May 2006), or equivalent documentation as determined by EPA. EPA may consider Environmental Response Laboratory Network (ERLN)

laboratories, laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP), or laboratories that meet International Standardization Organization (ISO 17025) standards or other nationally recognized programs as meeting the Quality System requirements. Respondents shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Settlement are conducted in accordance with the procedures set forth in the QAPP approved by EPA.

e. Upon EPA's request, Respondents shall provide split or duplicate samples to EPA or its authorized representatives. Respondents shall notify EPA not less than 7 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA will provide to Respondents split or duplicate samples of any samples that it takes as part of EPA's oversight of Respondents' implementation of the Work.

f. When requested by EPA, Respondents shall submit to EPA the results of all sampling and/or tests or other data obtained or generated by or on behalf of Respondents with respect to the Site and/or the implementation of this Settlement.

g. Respondents waive any objections to any data gathered, generated, or evaluated by EPA or Respondents in the performance or oversight of the Work that has been verified according to the QA/QC procedures required by this Settlement or any EPA-approved work plans or the Sampling and Analysis Plans. If Respondents object to any other data relating to the Work, Respondents shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days after the monthly progress report describing the data.

57. Post-Removal Site Control. In accordance with the Removal Work Plan schedule, or as otherwise directed by EPA, Respondents shall submit a proposal for Post-Removal Site Control, which shall include, at a minimum, a plan or program for groundwater and vapor intrusion monitoring; a plan or program for vapor intrusion mitigation if circumstances arise or exist requiring such mitigation; assurance of appropriate institutional controls; and a plan or program for operation and maintenance of treatment, monitoring, and mitigation equipment necessary for implementation of the Work. Upon EPA approval, Respondents shall either conduct Post-Removal Site Control activities, or obtain a written commitment from another party for conduct of such activities, until such time as EPA determines that no further Post-Removal Site Control is necessary. Respondents shall provide EPA with documentation of all Post-Removal Site Control commitments.

58. Progress Reports. Respondents shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement on a monthly basis, unless a lesser frequency is approved by EPA, from the date of receipt of EPA's approval of the Removal Work Plan until issuance of Notice of Completion of Work pursuant to Section XXVII. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, validated analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule

of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

59. Final Report. Within 90 days after completion of all Work required by this Settlement, other than continuing obligations listed in Section XXVII (Notice of Completion), Respondents shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the validated analytical results of all sampling and analyses performed, and accompanying appendices containing relevant documentation generated during the removal action. The final report shall also include the following certification signed by Respondents' Project Coordinator: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

60. Off-Site Shipments.

a. Respondents may ship hazardous substances, pollutants and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with Section 121(d)(3) of CERCLA and 40 C.F.R. § 300.440 regarding a shipment if Respondents obtains a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

b. Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide written notice to the appropriate state environmental official in the receiving facility's state and to the OSC. This written notice requirement shall not apply to any off-Site shipments when the total quantity of all such shipments will not exceed ten cubic yards. The written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents also shall notify the state environmental official referenced above and the OSC of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the written notice after the award of the contract for the removal action and before the Waste Material is shipped.

c. 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, 42 U.S.C.

§ 9621(d)(3), 40 C.F.R. § 300.440, EPA's "Guide to Management of Investigation Derived Waste," OSWER 9345.3-03FS (Jan. 1992). Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-Site for treatability studies, are not subject to 40 C.F.R. § 300.440.

IX. PROPERTY REQUIREMENTS

61. Agreements Regarding Access and Non-Interference. Respondents shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondents and the EPA (i) providing that such Non-Settling Owner will provide the EPA, Respondents, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those activities listed in Paragraph 61.a (Access Requirements); and (ii) acknowledging that the Non-Settling Owner's Affected Property may be subject to use restrictions listed in Paragraph 61.b (Land, Water, or Other Resource Use Restrictions). Respondents shall provide a copy of such access agreement and use restriction acknowledgments to EPA.

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

(1) Monitoring the Work;

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

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

(4) Obtaining samples;

(5) Assessing the need for, planning, implementing, or monitoring response actions;

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

(7) Implementing the Work pursuant to the conditions set forth in Paragraph 103 (Work Takeover);

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

(9) Assessing Respondents' compliance with the Settlement;

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

(11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.

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

(1) Prohibiting excavation, grading, and other soil-disturbing activities that could interfere with the removal action;

(2) Prohibiting use of contaminated groundwater.

62. Best Efforts. As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Respondents would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If Respondents are unable to accomplish what is required through "best efforts" in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondents, or take independent action, in obtaining such access and/or use restrictions. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of reasonable monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section XIV (Payment of Response Costs).

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

64. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondents shall continue to comply with their obligations under the Settlement, including their obligation to secure access and ensure compliance with any land, water, or other resource use restrictions regarding the Affected Property.

65. As stated in Paragraph 38 above, the Parties acknowledge that Compton's LLC is presently obligated under a court-enforced Consent Decree to provide access to the Property and to implement an environmental covenant on the Property restricting land and groundwater use. The Consent Decree further prohibits Compton's LLC from conveying or leasing the Property absent the approval of EPA and Spectrum Brands, Inc.

66. Notwithstanding any provision of the Settlement, 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 statutes or regulations.

X. ACCESS TO INFORMATION

67. Respondents shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Respondents' possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement, including but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

68. Privileged and Protected Claims.

a. Respondents may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with Paragraph 68.b, and except as provided in Paragraph 68.c.

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

c. Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents is required to create or generate pursuant to this Settlement.

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

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

XI. RECORD RETENTION

71. Until 10 years after EPA provides Respondents with notice, pursuant to Section XXVII (Notice of Completion of Work), that all Work has been fully performed in accordance with this Settlement, Respondents shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with regard to the Site, provided, however, that if a Respondent is potentially liable as an owner or operator of the Site it must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Respondents must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above, all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that Respondents (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

72. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records, and, upon request by EPA, and except as provided in Paragraph 68 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA.

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

XII. COMPLIANCE WITH OTHER LAWS

74. Nothing in this Settlement limits Respondents' obligations to comply with the requirements of all applicable state and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

75. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on-Site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. 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 and to comply with all such permits or approvals. Respondents may seek relief under the provisions of Section XVI (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that it has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

76. Emergency Response. If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Respondents shall take these actions in accordance with all applicable provisions of this Settlement, including but not limited to, the Health and Safety Plan. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer at (913) 281-0991, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA for all costs of such response action not inconsistent with the NCP pursuant to Section XIV (Payment of Response Costs).

77. Release Reporting. Upon the occurrence of any event during performance of the Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall immediately orally notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer at (913) 281-0991, and the National Response Center at (800) 424-8802. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

78. For any event covered under this Section, Respondents shall submit a written report to EPA within 7 days after the onset of such event, setting forth the action or event that occurred and the measures taken, and to be taken, to mitigate any release or threat of release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release or threat of release.

XIV. PAYMENT OF RESPONSE COSTS

79. Payments for Future Response Costs. Respondents shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. Periodic Bills. On a periodic basis, EPA will send to Respondents a bill for Future Response Costs requiring payment that includes a cost summary, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in Paragraph 81 (Contesting Future Response Costs).

b. For all payments subject to this Paragraph 79, Respondents shall make such payments by one of the following methods. Each payment shall include a reference to the Site/Spill ID Number B792 and the EPA docket number for this action.

Fedwire EFT:
Federal Reserve Bank of New York
ABA: 021030004
Account: 68010727
SWIFT address: FRNYUS33
Field Tag 4200: D 68010727 Environmental Protection Agency

ACH:
ABA: 051036706
Transaction Code: 22 - checking
Environmental Protection Agency
Account 310006
CTX Format

c. At the time of payment, Respondents shall send notice that payment has been made to the OSC and to the EPA Cincinnati Finance Office by email at *cinwd_acctsreceivable@epa.gov*, or by mail to

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number B792 and the EPA docket number for this action.

d. Deposit of Future Response Costs Payments. The total amount to be paid by Respondents pursuant to Paragraph 79.a (Periodic Bills) shall be deposited by EPA in the Toastmaster-Macon Special Account to be retained and used to conduct or finance response actions at or in connection with the Site. Monies in the Toastmaster-Macon Special Account in excess of the amount necessary to complete response actions at the Site may be transferred by EPA to the EPA Hazardous Substance Superfund.

80. Interest. In the event that any payment for Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Future

Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVII (Stipulated Penalties).

81. Contesting Future Response Costs. Respondents may initiate the procedures of Section XV (Dispute Resolution) regarding payment of any Future Response Costs billed under Paragraph 79 (Payments for Future Response Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Respondents shall submit a Notice of Dispute in writing to the OSC within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submits 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 EPA in the manner described in Paragraph 79, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 79. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 79. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XV. DISPUTE RESOLUTION

82. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

83. Informal Dispute Resolution. If Respondents object to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, they shall send EPA a written Notice of Dispute describing the objection(s) within 21 days after such action. EPA and Respondents shall have 30 days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended by written agreement of the Parties. Any agreement reached by the

Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

84. Formal Dispute Resolution. If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within 20 days after the end of the Negotiation Period, submit a statement of position to the OSC. EPA may, within 20 days thereafter, submit a statement of position. Thereafter, an EPA management official at the division director level or higher will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

85. Except as provided in Paragraph 81 (Contesting Future Response Costs) or as agreed by EPA, the invocation of formal dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of Respondents under this Settlement. Except as provided in Paragraph 94, stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 96. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVII (Stipulated Penalties). In this context, stipulated penalties may be waived at the discretion of the director of the Superfund & Emergency Management Division.

XVI. FORCE MAJEURE

86. "Force Majeure" for purposes of this Settlement is defined as 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. 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, increased cost of performance, or a failure to attain performance standards set forth in Paragraph 51.

87. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify EPA's OSC orally or, in his/her absence, the director of Region 7's Superfund & Emergency Management Division, within 7 days of when Respondents first knew that the event might cause a delay. Within 7 days thereafter, Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a force majeure event; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Respondents shall

include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents' contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 86 and whether Respondents has exercised its best efforts under Paragraph 86, EPA may, in its unreviewable discretion, excuse in writing Respondents' failure to submit timely or complete notices under this Paragraph..

88. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

89. If Respondents elect to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of Paragraphs 86 and 87. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement identified to EPA.

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

XVII. STIPULATED PENALTIES

91. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 92.a for failure to comply with the obligations specified Paragraph 92.b, unless excused under Section XVI (Force Majeure). "Comply" as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement.

92. Stipulated Penalty Amounts.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with the Settlement identified in Paragraph 92.b:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 30th day
$1,000	31st day and beyond

b. Compliance Milestones.

(1) Designation of Project Coordinator in accordance with Section VII (Designation of Contractor, Project Coordinator, and On-Scene Coordinator);

(2) Submission of the Removal Work Plan, and any required revisions in accordance with Paragraph 53 (Work Plan and Implementation);

(3) Submission of the Health and Safety Plan, and any suggested revisions under Paragraph 55 (Health and Safety Plan).

(4) Submission of the Sampling and Analysis Plan, and any required revisions under Paragraph 56.b (Quality Assurance, Sampling, and Data Analysis).

(5) Submission of Progress Reports under Paragraph 58 (Progress Reports).

(6) Payment of any amount due under Section XIV (Payment of Response Costs).

(7) Emergency response/release reporting in accordance with Section XIII(Emergency Response and Notification of Releases).

(8) Provision of insurance in accordance with Section XXIV (Insurance);

(9) Provision of financial assurance in accordance with Section XXV (Financial Assurance); and

(10) Any other milestone established by this Settlement.

93. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 103 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of $100,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under Paragraphs 103 (Work Takeover) and 126 (Access to Financial Assurance).

94. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period and shall be paid within 15 days after the agreement or the receipt of EPA's decision or order. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under Paragraph 53 (Work Plan and Implementation), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the EPA Management Official at the division director level or higher, under Paragraph 84 (Formal Dispute Resolution), during the period, if any, beginning on the 31st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

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

96. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XV (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with Paragraph 79 (Payments for Future Response Costs).

97. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 94 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 96 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

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

99. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided however, that EPA shall not seek civil penalties pursuant to Section 106(b) or Section 122(*l*) of CERCLA or punitive damages pursuant to

Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 103 (Work Takeover). Notwithstanding any other provision in this Section, EPA may in its unreviewable discretion waive any or all stipulated penalties that have accrued pursuant to this Settlement.

XVIII. COVENANTS BY EPA

100. Except as provided in Section XIX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of its obligations under this Settlement. These covenants extend only to Respondents and do not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

101. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

102. The covenants set forth in Section XVIII (Covenants by EPA) do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondents with respect to all other matters, including but not limited to:

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

b. liability for costs not included within the definition of Future Response Costs;

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

d. criminal liability;

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

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

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

h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Response Costs under this Settlement.

103. Work Takeover.

a. In the event that EPA determines that Respondents: (1) have unreasonably ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to Respondents. Any Work Takeover Notice issued by EPA (which may be electronic) will specify the grounds upon which such notice was issued and will provide to Respondents a period of not less than 30 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the notice period specified in Paragraph 103.a, Respondents have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 103.b. Funding of Work Takeover costs is addressed under Paragraph 126 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in Paragraph 84 (Formal Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 103.b. However, notwithstanding Respondents' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 103.b until the earlier of (1) the date that Respondents remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 84 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XX. COVENANTS BY RESPONDENTS

104. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, and this Settlement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding the Work, past response costs, Future Response Costs, and this Settlement; or

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

105. Except as provided in Paragraph 108 (Waiver of Claims by Respondents), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XIX (Reservations of Rights by EPA), other than in Paragraphs 102.a (liability for failure to meet a requirement of the Settlement), Paragraph 102.d (criminal liability), or 102.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondents' claim arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

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

107. Respondents reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

108. Waiver of Claims by Respondents.

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

(1) ***De Minimis*/Ability to Pay Waiver**. For response costs relating to the Site against any person that has entered or in the future enters into a final Section 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. Exceptions to Waivers.

(1) The waivers under this Paragraph 108 shall not apply with respect to any defense, claim, or cause of action that a Respondents may have against any

person otherwise covered by such waiver[s] if such person asserts a claim or cause of action relating to the Site against such Respondents.

(2) The waivers under this Paragraph 108 shall not apply to Respondents' contractual indemnification claim against Compton's LLC and/or Richard Compton, nor to Respondent Spectrum Brands' rights to enforce the Consent Decree entered in case number 2:16-cv-0030 in the United States District Court for the Eastern District of Missouri.

XXI. OTHER CLAIMS

109. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

110. Except as expressly provided in Paragraph 108 (Waiver of Claims by Respondents) and Section XVIII (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

111. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXII. EFFECT OF SETTLEMENT/CONTRIBUTION

112. Except as expressly provided in Paragraph 108 (Waiver of Claims by Respondents), nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XX (Covenants by Respondents), the Parties expressly reserve any and all rights (including but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

113. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which Respondents have, as of the Effective Date and subject to Section XVIII (Covenants by EPA), resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and are 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.

114. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which Respondents have, as of the Effective Date and subject to Section XVIII (Covenants by EPA), resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

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

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

XXIII. INDEMNIFICATION

117. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Respondents agree to pay the United States all costs that it incurs, including but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under their control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

118. The United States will give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

119. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondents and any person for performance of Work on or relating to the Site, including but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondents and any person for performance of Work on or relating to the Site, including but not limited to, claims on account of construction delays.

XXIV. INSURANCE

120. No later than 30 days before commencing any on-Site Work, Respondents shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Work pursuant to Section XXVII (Notice of Completion of Work), commercial general liability insurance with limits of $1,000,000 per occurrence, automobile liability insurance with limits of liability of $1,000,000 per accident, and umbrella liability insurance with limits of liability of $5,000,000 in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement. In addition, for the duration of the Settlement, Respondents shall provide EPA with 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. In addition, for the duration of the Settlement, Respondents shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, 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 EPA under this Paragraph identify the Toastmaster-Macon Site, Macon, Missouri, and the EPA docket number for this action.

XXV. FINANCIAL ASSURANCE

121. In order to ensure completion of the Work, Respondents shall secure financial assurance, initially in the amount of $8,200,000, for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at *https://cfpub.epa.gov/compliance/models/*, and satisfactory to EPA. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, escrow accounts, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

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

e. A demonstration by a Respondent that it meets the financial test criteria of Paragraph 123; or

f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of Respondents or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of Paragraph 123.

g. An escrow account that provides EPA security and rights equivalent to those provided by a trust fund that meets the requirements of 40 C.F.R. § 264.151(a)(1) to finance the Work in accordance with this Settlement. The escrow account shall provide that the funds placed therein are specifically and irrevocably reserved for the Work. Respondents shall include in any progress reports submitted pursuant to this Settlement, or in a separate document, a report on the status of payments out of the escrow account. At EPA's request, Respondents shall make available to EPA any financial reports or other similar documents prepared by the escrow agent or other person responsible for approving payments out of the escrow account. Upon completion of the Work any funds remaining in the escrow account may be disbursed to the Respondents.

122. Respondents have selected, and EPA has found satisfactory, as an initial financial assurance an irrevocable letter of credit prepared in accordance with Paragraph 121.b. Within 60 days after the Effective Date, or 60 days after EPA's approval of the form and substance of Respondents' financial assurance, whichever is later, 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 OSC pursuant to Paragraph 48.

123. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under Paragraph 121.e or 121.f must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) the affected Respondents or guarantor has:

i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and

ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. Tangible net worth of at least $10 million; and

iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) The affected Respondents or guarantor has:

i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and

ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. Tangible net worth of at least $10 million; and

iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for the affected Respondents or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest

completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance - Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/.

124. Respondents providing financial assurance by means of a demonstration or guarantee under Paragraph 121.e or 121.f must also:

a. Annually resubmit the documents described in Paragraph 123.b within 90 days after the close of the affected Respondents' or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondents or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondents or guarantor in addition to those specified in Paragraph 123.b; EPA may make such a request at any time based on a belief that the affected Respondents or guarantor may no longer meet the financial test requirements of this Section.

125. Respondents shall diligently monitor the adequacy of the financial assurance. If Respondents become 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, Respondents shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify Respondents of such determination. Respondents shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for Respondents, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of Paragraph 127 (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 and submit to EPA financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

126. Access to Financial Assurance.

a. If EPA issues a notice of implementation of a Work Takeover under Paragraph 103.b, then, in accordance with any applicable financial assurance mechanism, EPA is entitled to: (i) the performance of the Work; and/or (ii) require that any funds guaranteed be paid in accordance with Paragraph 126.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and Respondents fail 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 Paragraph 126.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under Paragraph 103.b, either: (1) EPA is unable, after good faith efforts, 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 Paragraph 121.e or 121.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within 30 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this Paragraph 126 shall be, as directed by EPA: (1) paid to EPA in order to facilitate the completion of the Work by EPA, the state, or by another person; or (2) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA must deposit the payment into the Toastmaster-Macon Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or if actions at the Site are complete, to be transferred by EPA to the EPA Hazardous Substance Superfund.

127. Modification of Amount, Form, or Terms of Financial Assurance. Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with Paragraph 122, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA, after a reasonable opportunity for review and comment by the state, will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XV (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with Paragraph 122.

128. Release, Cancellation, or Discontinuation of Financial Assurance. Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Notice of Completion of Work under Section XXVII (Notice of Completion of Work); (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial

assurance, in accordance with the agreement or final decision resolving such dispute under Section XV (Dispute Resolution).

XXVI. MODIFICATION

129. The OSC may modify any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the Parties.

130. If Respondents seek permission to deviate from any approved work plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 129.

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

XXVII. ADDITIONAL REMOVAL ACTION

132. If EPA determines that additional removal actions not included in the Removal Work Plan or other approved plan(s) are necessary to abate an imminent and substantial endangerment and protect public health, welfare, or the environment, and such additional removal actions are consistent with the SOW, EPA will notify Respondents of that determination. Unless otherwise stated by EPA, within 30 days after receipt of notice from EPA that additional removal actions are necessary to protect public health, welfare, or the environment, Respondents shall submit for approval by EPA a work plan for the additional removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Settlement. Upon EPA's approval of the plan pursuant to Paragraph 53 (Work Plan and Implementation), Respondents shall implement the plan for additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXVI (Modification).

XXVIII. NOTICE OF COMPLETION OF WORK

133. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations required by this Settlement, including payment of Future Response Costs, Post-Removal Site Controls, and record retention, EPA will provide written notice to Respondents. If EPA determines that such Work has not been completed in accordance with this Settlement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Removal Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Removal Work Plan and shall submit a modified Final

Report in accordance with the EPA notice. Failure by Respondents to implement the approved modified Removal Work Plan shall be a violation of this Settlement.

XXIX. INTEGRATION/APPENDICES

134. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement:

a. "Appendix A" is a map depicting the Toastmaster-Macon Site.

b. "Appendix B" is the SOW.

XXX. EFFECTIVE DATE

135. This Settlement shall be effective upon signature by the director of the Superfund & Emergency Management Division of EPA Region 7.

136. Respondents' obligation to perform the Work will begin on the Effective Date of this Settlement.

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY

MARY PETERSON Digitally signed by MARY PETERSON Date: 2020.12.30 10:09:25 -06'00'

Date

Mary P. Peterson
Director
Superfund and Emergency Management Division

JARED PESSETTO Digitally signed by JARED PESSETTO Date: 2020.12.30 09:00:52 -06'00'

Date

Jared Pessetto
Attorney-Adviser
Office of Regional Counsel

FOR RESPONDENT SPECTRUM BRANDS, INC.

12/24/2020 | 12:19 AM CST
Date

Signature: 

Print Name: Ehsan Zargar

Title: Executive Vice President, General Counsel and Corpo

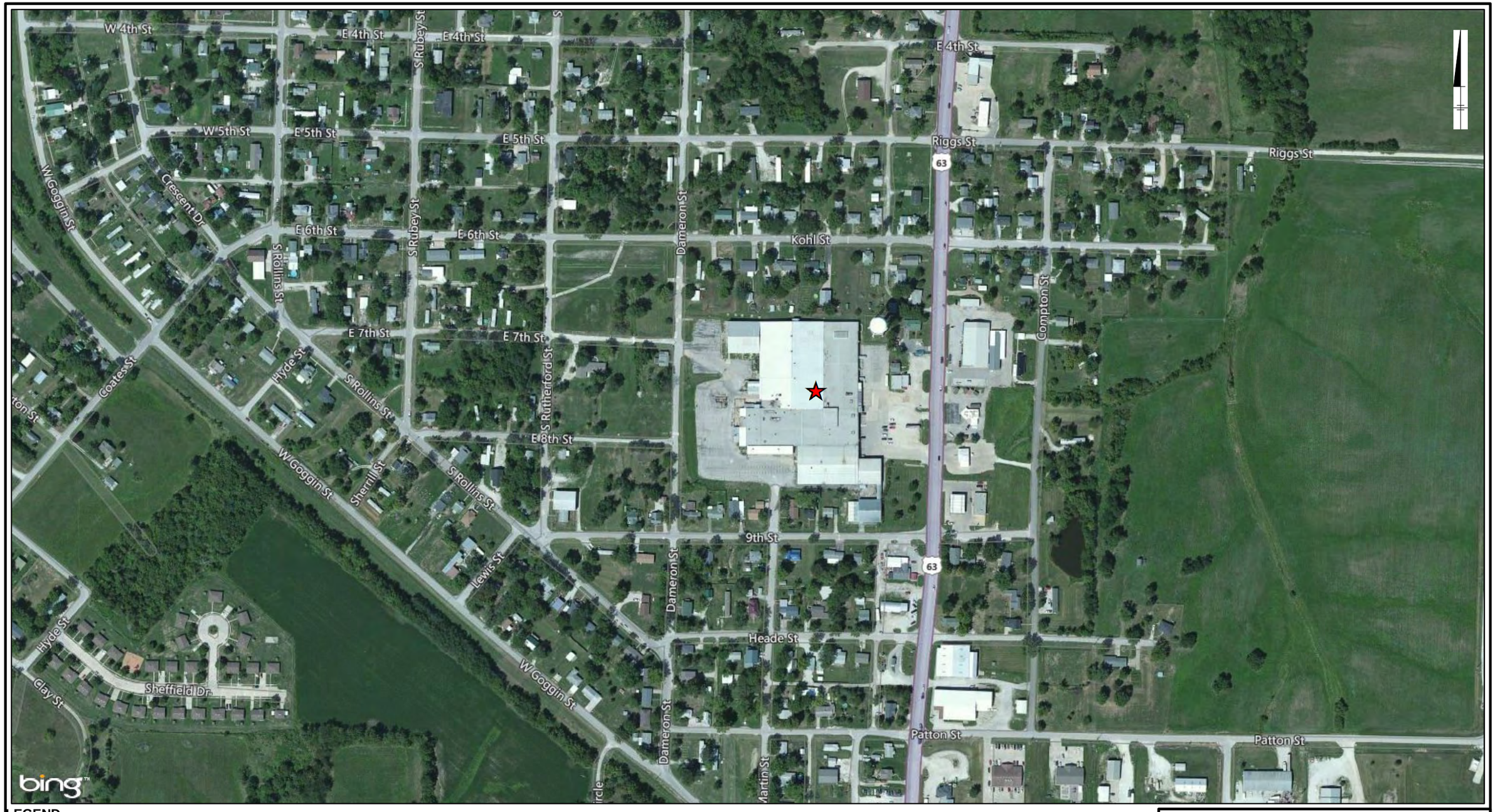
FOR RESPONDENT COOPER INDUSTRIES, LLC,
BY ITS INDEMNITOR, SPECTRUM BRANDS, INC.

12/29/2020 | 12:40 PM CST
Date

Signature: 

Print Name: Ehsan Zargar

Title: Executive Vice President, General Counsel and Corporate S



LEGEND

★ SITE LOCATION

0 300 600

GRAPHIC SCALE IN FEET

FORMER TOASTMASTER SITE
704 SOUTH MISSOURI STREET
MACON, MISSOURI

VICINITY MAP

ARCADIS Design & Consultancy for natural and built assets

APPENDIX
A

Last Saved By: ldrum
Project Z:\GIS\Projects\L_ENV\Spectrum\Former_Toastmaster_Site\MXD\FIG 1 VICINITY MAP AERIAL 11X17.mxd 3/28/2017

Appendix B

STATEMENT OF WORK
FOR ADMINISTRATIVE SETTLEMENT AGREEMENT
AND ORDER ON CONSENT FOR REMOVAL ACTIONS

Docket No. CERCLA-07-2020-0168

Toastmaster-Macon Site
Macon, Macon County, Missouri
EPA ID No. MOD91293564

I. BACKGROUND INFORMATION

The Toastmaster-Macon Site (Site) is in a mixed industrial/commercial/residential land use area situated on an approximately 10-acre parcel. The Site is located at 708 South Missouri Street, Macon, Missouri and includes the facility building(s) and parking areas that encompass most of the property. Soil, groundwater, and vapor intrusion investigations have been conducted at the Site beginning in the early 1990s. An Engineering Evaluation and Cost Analysis (EE/CA) Work Plan was prepared and approved by EPA on October 25, 2017, in association with a previous Administrative Settlement Agreement and Order on Consent (ASAOC) that culminated with completion of an EE/CA Report in 2020. Five constituents of concern (COCs) detected in soil and groundwater at the Site were identified by EPA and defined in the EE/CA which include: trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), trans-1,2-dichloroethene (trans-1,2-DCE), 1,1-dichloroethene (1,1-DCE), and vinyl chloride (VC).

II. OBJECTIVE AND SCOPE

The purpose of this Statement of Work (SOW) is to set forth the requirements for completing the Removal Actions, or RA, for the Site. As detailed in the EE/CA Report, the approved RA will reduce TCE concentrations/mass and its degradation products in the identified source zone areas. In-situ Thermal Remediation (ISTR) is the approved alternative for COC mass reduction, as defined in the EE/CA. The treatment strategy will pair active removal of source area contaminant mass [greater than 110 mg/kg TCE] with Post-Removal Site Controls. The source zone contaminant mass removal is designed to reduce contribution of COCs to the dissolved groundwater plume, thereby reducing contribution to potential vapor intrusion at the Site. Post-Removal Site Controls will include a performance monitoring program via Monitored Natural Attenuation (MNA), vapor mitigation, and institutional controls. MNA will address residual COC concentrations in groundwater following source zone treatment and evaluate the attenuation of dissolved COCs in groundwater over time. Appendix N of the EE/CA Report includes the MNA Assessment and Implementation Plan (MNA Work Plan).

A Removal Work Plan (RWP) shall be prepared to define both source zone actions and Post-Removal Site Controls. As part of the RWP, a Vapor Intrusion Mitigation - Operation and Maintenance Plan (VIM - O&M Plan) shall be prepared. The VIM - O&M Plan will confirm continued effectiveness of the adjacent residential mitigation systems, include annual inspections, and provide details for equipment maintenance. The RWP shall be consistent with the future use of the property, including confirmation that institutional controls (ICs) remain in place that require certain activity and use limitations.

This SOW defines the specific activities to be conducted pursuant to the ASAOC for Removal Actions (Settlement). These activities are grouped into the following tasks:

- Task 1 – Removal Work Plan
  - Health and Safety Plan
  - Sampling and Analysis Plan (Field Sampling Plan and Quality Assurance Project Plan)
  - Vapor Intrusion Mitigation – Operation and Maintenance Plan
  - Implementation of ICs following demolition of the existing building
  - Definition of Pre-Design Data Collection Requirements
  - ISTR Vendor Site Visit
  - ISTR Technology and Vendor Selection
  - 30% ISTR System Design

- Task 2 – 90% ISTR System Design
  - Collection of Pre-Design Data Collection
  - 90% ISTR System Design

- Task 3 – Final ISTR System Design
  - 100% ISTR System Design
  - ISTR Operation, Maintenance and Monitoring Plan

- Task 4 – ISTR Construction and Operation

- Task 5 – Final Report

- Task 6 – Post-Removal Site Controls
  - Vapor Intrusion Mitigation Systems - Operations & Maintenance
  - Implementation of MNA Performance Monitoring
  - Institutional Controls – Restriction on Land and Groundwater Use

- Task 7 – Progress Reports

III. GENERAL

This SOW is provided to structure the implementation of the appropriate removal action components pursuant to the Settlement. The EPA will provide oversight of Respondents' activities throughout the RA. The EPA's review and approval of deliverables is a tool to assist this process and to satisfy, in part, the agency's responsibility to provide effective protection of human health, welfare, and the environment. The EPA also reviews deliverables to ensure that the RA achieves its goals and that the performance and operations requirements for the work elements/tasks have been achieved, as listed below and at Paragraph 51 of the Settlement:

- Installation and operation of in-situ thermal remediation technology and/or excavation for TCE source areas (depicted by the >110 mg/kg TCE contour in the attached Figure 1) until TCE soil concentrations no longer exceed 110 mg/kg, as determined by the 95 percent Upper Confidence Limit of the mean of sample results collected during a confirmatory sampling event;

- Implementation of a groundwater Monitoring and Natural Attenuation (MNA) program that will evaluate COC concentrations in groundwater to demonstrate that MNA achieves stable to decreasing groundwater plumes;

- Operation, maintenance, and monitoring of previously installed vapor intrusion mitigation systems to ensure vacuum coverage and indoor air quality for TCE below the action level of 2 micrograms per cubic meter (µg/m3); and

- Implementation of institutional controls restricting land and groundwater use on Affected Property.

A summary of the major deliverables and proposed schedule for submittals is included in Section V of this SOW.

IV. REMOVAL ACTION TASKS

TASK 1 REMOVAL WORK PLAN

Respondents shall plan the specific RA to be conducted, and shall (1) develop the specific RWP to meet the objectives of the RA, (2) prepare appropriate project plans as needed, (3) initiate subcontractor procurement and coordination with vendors, (3) select the ISTR technology and associated thermal vendor, and (4) prepare a preliminary design of the system. The RWP shall provide a framework of the RA and outline the technical approach, complete with corresponding personnel requirements, activity schedule, and deliverable due dates for each of the specified tasks. The RWP shall include a sampling and analysis plan, or SAP (composed of the field sampling plan, or FSP, and the quality assurance project plan, or QAPP), and a health and safety plan, or HASP. As part of the RWP, the SAP shall provide the detailed descriptions of the work to be conducted for pre-design data collection. The RWP shall provide the details of the design and implementation of the ISTR technology, as well as detailed plans for Post-Removal Site Controls involving MNA performance monitoring and ongoing VI mitigation system operation, maintenance, and monitoring.

Respondents shall submit a draft RWP to EPA for approval within 120 days after the Effective Date of the Settlement. The EPA will review the RWP in accordance with Section VIII of the Settlement. A description of the RWP components, guidance documents, and design efforts is provided below.

Health and Safety Plan – The HASP previously submitted and utilized to conduct the EE/CA shall be revised and updated to include all activities anticipated to be conducted during the RA. As needed, Respondents shall prepare a HASP that addresses activities planned for the RA and Post-Removal Site Controls. The HASP shall be prepared consistent with requirements described in Paragraph 52 of this Order, and consider Site conditions and planned activities to protect personnel involved in the RA, as well as the surrounding community. The plan shall address all applicable regulatory requirements and include personnel responsibilities, protective equipment, health and safety procedures and protocols, decontamination procedures, personnel training, and type and extent of medical surveillance. The plan shall identify problems or hazards that may be encountered and how these are to be addressed. Procedures to be implemented during RA field activities shall be described that protect third parties,

such as visitors or the surrounding community, and shall include, but not be limited to, the use of exclusion zones, utility location, and traffic control. The EPA reviews but does not approve the HASP.

Sampling and Analysis Plan – The SAP previously approved and utilized to conduct the EE/CA shall be revised and updated to include RA and Post-Removal Site Control activities. The Respondents shall prepare a SAP that is consistent with requirements of Paragraph 53 of this Order, and includes a FSP and QAPP. The SAP shall address activities planned for the RA, and shall meet the following requirements:

Field Sampling Plan – The FSP previously approved and utilized to conduct the EE/CA shall be updated to include components of the RA. Respondents shall prepare a FSP that addresses activities planned for the RA. The FSP shall specify and outline all necessary activities to obtain additional site data, and should contain an evaluation explaining what additional data are required for the RA. The FSP shall clearly state sampling objectives; necessary equipment; sample types, locations, and frequency; analyses of interest; and a schedule stating when events will take place and when deliverables will be submitted. All sampling and analysis performed shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control, or QA/QC, data validation and chain of custody procedures.

Quality Assurance Project Plan – The QAPP previously approved and utilized to conduct the EE/CA shall be revised and updated to include RA activities. As needed, Respondents shall prepare a QAPP that addresses any activities planned for the RA. The QAPP shall address all types of data collection and shall be conducted in accordance with Paragraph 53 or this Order and EPA requirements. The QAPP shall include the following:

1. A project description.

2. A project organization chart illustrating the lines of responsibility of the personnel involved in the sampling phase of the project.

3. Data Quality Objectives, or DQOs, for data such as the required precision and accuracy, completeness of data, representativeness of data, comparability of data, and the intended use of collected data.

4. Sample custody procedures during sample collection, in the laboratory, and as part of the final evidence files.

5. The type and frequency of calibration procedures for field and laboratory instruments, internal quality control checks, and quality assurance performance audits and system audits.

6. Preventative maintenance procedures and schedule and corrective action procedures for field and laboratory instruments.

7. Specific procedures to assess data precision, representativeness, comparability, accuracy, and completeness of specific measurement parameters.

8. Data documentation and tracking procedures.

Respondents shall analyze all data and present the results of the analyses in an organized manner. Respondents shall maintain a data management system including field logs, sample management and tracking procedures, and document control and inventory procedures for both laboratory data and field measurements to ensure that the data collected are of adequate quality and quantity to support both RA and Post-Removal Site Control activities. Collected data shall be validated at the appropriate field or laboratory QC level to determine whether it is appropriate for its intended use. Task management and quality controls shall be provided by Respondents.

Vapor Intrusion Mitigation – Operations and Maintenance Plan - Respondents shall prepare and submit a Vapor Intrusion Mitigation - Operation and Maintenance Plan, or VIM O&M Plan, for three existing residential VI mitigation systems adjacent to the Site. A site visit shall be conducted to further detail the residential VI mitigation system specifications and make appropriate O&M inspections. The VIM O&M Plan shall be prepared and submitted to EPA after completion of the initial Site visit and evaluation. In particular, it shall describe the proposed approach to, and frequency of, system inspections and associated monitoring. Existing access agreements shall be reviewed and utilized, or if necessary new agreements prepared, for execution by affected residents, and utilized to conduct work at these sites. If access is denied by any resident, Respondents will notify EPA of such rejection.

Institutional Controls – Restriction of Land and Groundwater Use - Respondents shall summarize in the RWP which ICs will be applied to the Site, including: (1) restrictions on groundwater use; (2) restrictions to Site uses; (3) which ICs will be implemented and how long they will remain in place; (4) document any agreement or other arrangements with the proper entities (e.g., state, local government, local landowners, conservation organizations, Respondents) on exactly who will be responsible for implementing, maintaining and enforcing the ICs.

30% ISTR System Design - The design of the ISTR system shall be completed through generation of drawings that specify the necessary steps for a design/build/operate approach conducted by Respondents. ISTR system design shall be completed as 30% complete, 90% complete, and 100% final. The 30% ISTR system design shall outline general site preparation activities, proposed well field layout with associated treatment depths, preliminary monitoring point installation, general surface treatment equipment system components, utility usage estimates and preliminary process flow diagrams. The 30% design package shall be included in the draft RWP for submittal to EPA. In order to complete the 30% design, the following tasks shall be completed:

Definition of Pre-Design Data Collection Requirements: An examination of existing information within the EE/CA report shall be conducted to determine the required collection of pre-design data. Collected data prior to design shall be used for updating the conceptual site model (CSM), refinement of ISTR treatment area(s), and aid in selection and design of ISTR system components.

ISTR Vendor Site Visit: Prior to ISTR technology and vendor selection, a Site walk shall be conducted with a shortlist of ISTR vendors. The Site walk will familiarize the vendors with the site layout and features, document site conditions and identify site-specific challenges, available power, and obstacles for system implementation. Information obtained shall be utilized to

advance specifics of the preliminary thermal design such that vendors can develop conceptual designs and cost estimates.

ISTR Technology and Vendor Selection: The selection of the appropriate ISTR technology is highly dependent on chemical and physical properties of the targeted COCs; concentration, mass distribution; the geologic/hydrogeologic setting in which the technology will be employed; and the availability of power at the Site. The objective of the selected ISTR technology for the Site will be to achieve the alternative site-specific action levels (AALs) for COCs in soil outlined in the EE/CA (110 mg/kg TCE). The ISTR source zone action is intended to reduce the flux of COCs from the source zone into the surrounding groundwater plume. Given the hydrogeologic conditions and COCs at the Site, the ISTR technologies best suited to these objectives are likely to be electrical resistance heating (ERH) and thermal conductive heating (TCH). Through review of the existing CSM data and submitted ISTR vendor information the appropriate ISTR technology shall be selected to meet the AALs. In conjunction with technology selection, an ISTR vendor shall be selected by Respondents to participate in completing system design. The vendor shall be selected based on their qualifications to implement the chosen technology, presented costs, and ability to meet schedule and remedial performance metrics.

TASK 2 90% ISTR SYSTEM DESIGN

Initiation of the 90% ISTR system design shall commence once the existing site building is demolished. This stage of design will include the collection of pre-design data that require full access across the ISTR footprint. These data, described below, are necessary for completion of the 90% design.

Collection of Pre-Design Data – Additional data will be collected, as specified in the RWP, to refine the boundaries of the required ISTR treatment areas and to support the final design of the ISTR system components. These data collection efforts could include groundwater and soil samples to verify COC concentrations proximate to the source area(s), and to confirm assumptions regarding porosity, saturation, hydraulic conductivity, and electrical conductivity. Additional data collection efforts could include investigations to identify potential surface or subsurface obstructions/features that might influence the ISTR design, as well as verifying the capacity of available utilities to support ISTR operations.

90% ISTR System Design – The 90% ISTR system design shall be prepared after demolition of the existing plant building and incorporate the pre-design data collected for refinement of design components, and address EPA comments on the 30% Design. Site-specific ISTR performance criteria and monitoring requirements shall be developed for system operation and shutdown with the selected vendor. In addition, the design shall specify Respondents' determination whether and to what extent excavation will be utilized to reduce overall removal costs. Included in the 90% design package shall be updated depictions of the treatment and/or excavation areas and depths, additional details on the subsurface and above grade treatment system components (to include well construction diagrams, piping and instrumentation diagrams, and equipment layouts), a summary of anticipated process flow rates (i.e., mass and energy balances), a summary of the power supply requirements and anticipated utility consumption rates, and the preliminary designs for the insulating surface cover that will be installed over the treatment areas. Additionally, identification of the appropriate permitting requirements (or permit equivalents) for system construction and operation shall be completed at this stage.

TASK 3 FINAL ISTR SYSTEM DESIGN

100% ISTR System Design – A final/100% Design package shall be completed after demolition of the existing plant building and prior to ISTR system installation. The 100% design shall address EPA comments on the 90% design, and include final details for well field and treatment equipment layouts, surface cover installation, extraction conveyance piping and manifolds, process flow diagrams, mass balances, piping and instrumentation diagrams, system control logic, electrical diagrams, and power supply requirements. Health and safety measures, system startup, and operations and maintenance activities shall also be outlined.

ISTR Operations, Maintenance and Monitoring Plan – The operations, maintenance, and monitoring (OMM) plan shall be prepared to provide the necessary information and procedures to operate and monitor the ISTR system. The intent of this plan is to provide operator-level guidance for start-up/shutdown procedures, outline normal system operation and/or maintenance requirements and initial troubleshooting/contingency plans. The OMM plan will also contain emergency response actions, communication and data management requirements, system sample collection and analysis along with detailed performance monitoring activities.

TASK 4 ISTR IMPLEMENTATION

System Construction – The ISTR system shall be constructed/installed in accordance with the final 100% Design. ISTR related construction activities shall be conducted by appropriately qualified/licensed contractors and shall include the following activities, at a minimum:

- Establish adequate power, if necessary, and obtain required permits.
- Abandonment of existing wells and/or infrastructure within or proximate to the ISTR treatment area that could be damaged during ISTR operations.
- Drilling to facilitate installation of the sub-surface ISTR system components (e.g., heaters/electrodes, vapor and/or liquid recovery wells, temperature monitoring points, and pressure monitoring points, etc.)
- Conducting necessary upgrades to the existing ground cover over the ISTR treatment areas to provide the requisite thermal insulation, prevent infiltration of precipitation, and to mitigate potential short circuiting of vapor recovery wells.
- Installation of the above-grade liquid and vapor extraction and treatment system components that will be used during ISTR operations, including piping and electrical connections to the well field components.
- Completing connections to any needed utilities (e.g., electricity, natural gas, potable water, sewer, telephone, and/or internet).

Upon completion of the construction activities, the various components of the ISTR system shall be tested to verify proper operation prior to commencing full-scale operations. As-built drawing packages shall also be developed to record any deviations from the 100% design.

System Operations – Full scale operation of the ISTR system shall be initiated shortly after successful completion of construction and startup testing. Operation of the system is anticipated to last for a duration of up to 9 months. System operations shall include the following:

- Operating the heating system components to achieve subsurface temperatures outlined in the Site-specific ISTR performance goals (i.e., in excess of 88 degrees Celsius, the boiling point of TCE at standard pressure) throughout the horizontal and vertical extent of the targeted treatment area.
- Operating the vapor and liquid recovery systems to extract the volatized COC mass and to maintain hydraulic and pneumatic control of the ISTR treatment area throughout system operations.
- Operating the above grade treatment systems to sufficiently reduce COC concentrations in the extracted vapors and water/steam to comply with discharge requirements.
- Collecting operational data to monitor temperature progression and COC mass recovery, demonstrate that hydraulic and pneumatic control is maintained, and to demonstrate compliance with vapor and liquid discharge requirements.
- Collection of soil and groundwater samples to verify removal of TCE mass greater than 110 mg/kg in the source zone(s) prior to final system shut down.

Once monitoring data indicates that the overall treatment objectives for the source area have been achieved, the ISTR system shall be deactivated and the components decommissioned and removed from the Site. Achievement of the 110 mg/kg AAL will be determined by the 95% percent Upper Confidence Limit of the mean of sample results collected during a confirmatory sampling event within the ISTR treatment area.

TASK 5 FINAL REPORT

Following completion of ISTR and implementation of ICs, Respondents shall submit hard copies and an electronic copy of a draft Final Report for review and approval by EPA. The Final Report shall be compliant with Section 300.165 of the NCP and the Order. The Final Report shall provide a summary of the actions taken to comply with the Order and information to assess results of the ISTR effort, including contaminant mass removed, estimated costs for implementation, and details of any materials removed from the Site. This Report shall also include inspection and monitoring information from the VI mitigation system O&M, implementation of ICs, and define a schedule for the MNA Performance Monitoring Program and other Post-Removal Site Controls (e.g., maintaining ICs).

TASK 6 POST-REMOVAL SITE CONTROL

VI Mitigation Systems – Operations and Maintenance – The vapor intrusion mitigation systems installed at three adjacent residences on Kohl Street provide an engineering control for vapor intrusion impacts existing at these residential properties. These sub-slab depressurization systems will be evaluated, maintained, and monitored for vacuum coverage, and as necessary, indoor air quality to confirm their effectiveness. Respondents shall evaluate and summarize results obtained pursuant to the approved VIM - O&M Plan and provide EPA these data as generated in the Progress Reports, or as separate annual inspection reports during the Post-Removal Site Controls period.

Implementation of MNA Performance Monitoring – A detailed MNA Assessment and Implementation Plan (MNA Work Plan) was developed in accordance with EPA guidance and is included as Appendix N in the EE/CA Report. MNA shall address residual TCE, cis-1,2-DCE, trans-1,2-DCE, 1,1-DCE, and VC concentrations in groundwater following completion of the ISTR at the source zone(s). MNA of impacted groundwater at the Site shall be evaluated using EPA's tiered lines of evidence approach. The MNA Work Plan has three phases over an estimated 10-year period: Assessment, Implementation, and Verification. Respondents shall conduct a statistical analysis and assessment of the results obtained pursuant to the MNA Work Plan and provide EPA these data in the associated monitoring reports.

Institutional Controls – Restriction of Land and Groundwater Use – Respondents shall describe in the Final Report the ICs that will continue to be maintained as part of the Post-Removal Site Controls program. The ICs applied to the Site may include: (1) restrictions on groundwater use; (2) restrictions to Site uses; (3) which ICs were implemented and how long they will remain in place; and (4) summarize any agreement or other arrangements with associated entities (e.g., state, local government, local landowners, conservation organizations, Respondents) on exactly who will be responsible for maintaining and enforcing the ICs.

TASK 7 PROGRESS REPORTS

A written progress report shall be submitted monthly upon EPA approval of the RWP, extending through design, implementation, and operation of the ISTR system. Respondents shall submit written progress reports to include actions undertaken pursuant to the Settlement and this SOW. The Progress Reports shall be required during the post source actions, but at the discretion of EPA the frequency can be reduced to quarterly, annually or substituted with associated monitoring reports (MNA and VI mitigation systems), as necessary.

These reports shall include, but not be limited to, a description of all significant developments during the preceding period, including the specific work that was performed and any problems that were encountered during the reporting period. Additionally, these reports shall include anticipated activities during the next reporting period including a schedule of work to be performed, anticipated problems and actual or planned resolutions of past problems. The progress reports shall summarize any field activities conducted each month, problems encountered; solutions to problems; a description of any modifications to the procedures outlined in any part of the RWP, including the FSP, QAPP or HASP, with justifications for the modifications; shall provide a summary of all validated data received during the reporting period, and shall identify upcoming field activities.

V. SCHEDULE FOR DELIVERABLES/MILESTONES

The primary deliverables and milestones within this SOW are listed below, along with defined due dates.

DELIVERABLE	DUE DATE
Removal Work Plan, SAP (FSP/QAPP), HASP, VIM - O&M Plan	Within 120 days after the Effective Date of the Settlement

DELIVERABLE	**DUE DATE**
90% ISTR Design	Milestone as defined in the schedule within the RWP
100% ISTR Design	Milestone as defined in the schedule within the RWP
ISTR Operations & Maintenance Manual	Milestone as defined in the schedule within the final/100% design
ISTR Construction	
ISTR Operation and System Monitoring	
ISTR Decommissioning	Milestone
Final Report	Within 90 days after completion of ISTR and ICs
Post-Removal Site Controls (Performance MNA Monitoring, VI mitigation systems, ICs)	As defined in the schedule within the Final Report
Progress Reports	On the 15th day of each month after EPA approval of the RWP through the Final Report, and adjusted frequency as appropriate during Post-Removal Site Controls.
Certificates of insurance and copy of insurance policies	Within 30 days of start of field work

Respondents' deliverables will be reviewed by the EPA for acceptability in accordance with Section VIII of the Order. Unacceptable deliverables will be returned to the Respondents with comments and directions, consistent with the Settlement, for necessary corrections or rework which may be applicable.