

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III**

IN THE MATTER OF:

**North Penn Area 7 Superfund Site
Lansdale Borough, Upper Gwynedd
Township, and North Wales Borough,
Montgomery County, Pennsylvania**

Teleflex Incorporated,

Respondent

**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-03-2022-0008DC

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

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Environmental Response, Compensation,)	CONSENT FOR REMOVAL ACTION
and Liability Act, 42 U.S.C. §§ 9604,)	
9606(a), 9607, and 9622)	

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent for Removal Action (“Settlement”) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and Teleflex Incorporated (“Respondent”). This Settlement provides for the performance of a removal action by Respondent and the payment of certain response costs incurred by the United States at or in connection with the portion of the “North Penn Area 7 Superfund Site” (the “Site”) generally located at 203/205 Church Road (the “Affected Property”) in North Wales, Montgomery County, Pennsylvania, the location of the former Teleflex Incorporated facility. Triumph Controls, LLC currently owns the portion of the Affected Property located at 205 Church Road, and Alpha Strata LLC currently owns the portion of the Affected Property located at 203 Church Road. In entering into this Settlement, the mutual objectives of EPA and Respondent are to conduct a removal action, as defined in Section 101(23) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9601(23), to abate, mitigate, and/or eliminate the release or threat of release of hazardous substances at the Affected Property (as hereinafter described), by excavating and properly disposing of the soil contaminated with hazardous substances located there.

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 CERCLA, 42 U.S.C. §§ 9604, 9606(a), 9607, and 9622. This authority was delegated to the Administrator of EPA on January 23, 1987, by

Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Director of the Region III Superfund & Emergency Management Division.

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

4. EPA and Respondent recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this Settlement. Respondent agrees to comply with and be bound by the terms of this Settlement and further agrees that it 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 Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property, shall not alter Respondent’s responsibilities under this Settlement.

6. Reserved.

7. Each undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind the Respondent and, with respect to the provisions governing Respondent’s Related Party, the Respondent’s Related Party, to this Settlement.

8. Respondent shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing the Respondent with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Settlement. Respondent or its contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondent shall nonetheless be responsible for ensuring that its contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement, 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 portion of the Site located at 203/205 Church Road in North Wales, Upper Gwynedd Township, Montgomery County, Pennsylvania, 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. The Affected Property is the location of the former Teleflex Incorporated facility. Triumph Controls, LLC currently owns the portion of the Affected Property at 205 Church Road, and Alpha Strata LLC currently owns the portion of the Affected Property at 203 Church Road. See map attached as Appendix B.

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

“Commonwealth” shall mean the Commonwealth of Pennsylvania.

“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 Commonwealth holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXX (Effective Date).

“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.

“Future Response Costs” shall mean all costs including, but not limited to, direct and indirect costs, that the United States incurs 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 IX (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access including, but not limited to, the amount of just compensation), Section XIII (Emergency Response and Notification of Releases), Paragraph 71 (Work Takeover), 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), and Section XV (Dispute Resolution), and all litigation costs associated with any of the foregoing. Future Response Costs shall also include Agency for Toxic Substances and Disease Registry (ATSDR) costs regarding hazardous substances present in soils at the Affected Property.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change

on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

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

“Non-Settling Owner” shall mean any person, other than a Respondent, that owns or controls any Affected Property, including Triumph Controls, LLC and Alpha Strata LLC. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“North Penn Area 7 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 in connection with the Consent Decree entered on October 24, 2002, in *U.S. v. Liberty Property Trust, et al.*, Civil Action No. 02-CV-6896.

“PADEP” shall mean the Pennsylvania Department of Environmental Protection and any successor departments or agencies of the Commonwealth.

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

“Parties” shall mean EPA and Respondent.

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

“Respondent” shall mean Teleflex Incorporated.

“Respondent’s Related Party” shall mean Triumph Controls, LLC, a party not a party to this Settlement, but a party that EPA believes may be potentially responsible for addressing certain hazardous substances released at the Site.

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

“Settlement” shall mean this Administrative Settlement Agreement and Order on Consent for Removal Action 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 North Penn Area 7 Superfund Site, encompassing approximately 650 acres, located in Lansdale Borough, Upper Gwynedd Township, and North Wales Borough, Montgomery County, Pennsylvania, and depicted generally on the map attached as Appendix A.

“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 waste” under the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.103.

“Work” shall mean all activities and obligations Respondent is required to perform under this Settlement except those required by Section XI (Record Retention).

IV. EPA’S FINDINGS OF FACT

10. EPA makes the following findings of fact:

a. Respondent is incorporated in the State of Delaware. Respondent owned the Affected Property from 1956 until 2002, and operated a manufacturing facility there from 1956 to 1995, making electronic, mechanical, and pneumatic control devices for the aerospace industry. On or around December 31, 1995, Respondent sold the manufacturing operations to Triumph Controls LLC. On or around December 19, 2002, Respondent sold the Affected Property to Triumph Controls LLC. In 2008, the Affected Property was subdivided into separate parcels at 203 Church Road and 205 Church Road. In 2021, Alpha Strata LLC purchased the 203 Church Road portion of the Affected Property from Triumph Controls, LLC. Triumph Controls, LLC still owns the 205 Church Road portion of the Affected Property.

b. The Site, encompassing approximately 650 acres, is located in Lansdale Borough, North Wales Borough, and Upper Gwynedd Township in Montgomery County, Pennsylvania (Appendix A). In 1979, the North Penn Water Authority detected trichloroethene (“TCE”) in several municipal supply wells at the Site.

c. In 2000, Respondent entered into an Administrative Order on Consent for Remedial Investigation/Feasibility Study (“RI/FS AOC”), Docket No. III-2000-0018-DC, with EPA to conduct a Remedial Investigation and Feasibility Study (“RI/FS”) at the Affected Property. On July 21, 2021, pursuant to Section XXX.B of the RI/FS AOC, EPA issued a Notice of Completion to Respondent and the other parties to the RI/FS AOC.

d. The RI, completed in 2008, and the FS, completed in 2017, determined that the soil at the Affected Property is one of the sources of volatile organic compound (“VOC”) contamination in the groundwater.

e. The industrial solvent TCE was used at the Affected Property until approximately 1977.

f. The substances TCE, tetrachloroethene (“PCE”), and vinyl chloride (“VC”) are listed as Chemical Abstract Service numbers 79-01-6, 127-18-4 and 75-01-4, respectively, and are listed as hazardous substances at 40 C.F.R. § 302.4.

g. TCE, PCE and VC are present in the soil at the Affected Property above the soil-to-groundwater soil screening levels (“SSL”) (0.1 mg/kg for TCE, 0.13 mg/kg for PCE, and 0.032 mg/kg for VC) and are the contaminants of concern impacting groundwater.

h. Based on the information described above, on June 23, 2021, the Acting Director of the EPA Region III Superfund and Emergency Management Division determined that the release or threatened release of hazardous substances at and/or from the Affected Property may present an imminent and substantial endangerment to the public health or welfare or the environment.

V. EPA’s CONCLUSIONS OF LAW AND DETERMINATIONS

11. Based on the Findings of Fact set forth above, and the administrative record supporting selection of the response action required to be performed under this Settlement, EPA has determined that:

a. The North Penn Area 7 Superfund Site and the Affected Property within the Site are each a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. TCE, PCE, and VC found at the Site as described in Section IV (Findings of Fact), above, are “hazardous substances” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and are so identified at 40 C.F.R. § 302.4.

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

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for releases or threatened releases at or from the Affected Property at the Site.

i. Respondent was the “owner” and/or “operator” of the Affected Property 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).

ii. Respondent arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances at the Affected Property, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

e. The conditions described in Paragraph 10.d. - h. of the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the Affected Property as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. EPA determined in a Determination of Imminent and Substantial Endangerment Memorandum, dated June 23, 2021, that based on the conditions at the Affected Property described in Paragraph 10.d. - h. of the Findings of Fact above, there may be 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 Affected Property within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

g. The removal action shall, to the extent practicable, contribute to the efficient performance of any anticipated long-term remedial action with respect to the release or threatened release of hazardous substances, as provided in Section 300.415(d) of the NCP.

h. 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

12. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record supporting selection of the response action required to be performed under this Settlement, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND REMEDIAL PROJECT MANAGER

13. Respondent shall retain one or more contractors or subcontractors to perform the Work and shall notify EPA of the names, addresses, telephone numbers, email addresses, and qualifications of such contractors or subcontractors within thirty (30) days after the Effective Date. Respondent shall also notify EPA of the names, contact information, and qualifications of any other contractors or subcontractors retained to perform the Work at least twenty (20) days prior to commencement of such Work, and indicate in the notice if such contractor or subcontractor is replacing a contractor or subcontractor previously retained to perform the Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent based on objective assessment criteria (e.g., experience, capacity, technical expertise), a determination that they have a conflict of interest with respect to the project, or any combination of these factors. If EPA disapproves of a selected contractor or subcontractor, Respondent 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 thirty (30) days after EPA's disapproval. With respect to any proposed contractor, Respondent 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 Respondent 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.

14. Respondent has designated, and EPA has not disapproved, the following individual as Project Coordinator, who shall support the Respondent in the administration of all actions by Respondent required by this Settlement: David J. Kistner, P.G., Principal Geologist/Senior Project Manager, Philadelphia Metro/Environment, AECOM, 625 West Ridge Pike, Suite E-100, Conshohocken, PA 19428, Telephone: 610-234-0463, david.kistner@aecom.com. Respondent's Project Coordinator shall be a technical and/or managerial representative of the Respondent and may be a contractor and/or consultant; provided, however, the Respondent's Project Coordinator shall not be its legal representative(s) in this matter. To the greatest extent possible, the Project Coordinator shall be present at the Affected Property or readily available during the Work. EPA retains the right to disapprove of the designated Project Coordinator at any time. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information (including address, telephone number, and email address), and qualifications within ten (10) days following EPA's disapproval. Notice or communication relating to this Settlement from EPA to Respondent's Project Coordinator shall constitute notice or communication to Respondent.

15. EPA has designated the following as its Remedial Project Manager (RPM):

Mark Conaron (3SD22)
conaron.mark@epa.gov
(215) 814-3307

EPA and Respondent shall have the right, subject to Paragraph 14, to change their respective designated RPM or Project Coordinator. Respondent shall notify EPA ten (10) days before such a change is made. The initial notification by Respondent may be made orally, but shall be promptly followed by a written notice. All deliverables, notices, notifications, proposals, reports, and requests required by this Settlement must be in writing, unless otherwise specified, and must be submitted by email to the RPM. If a document cannot be submitted electronically, Respondent shall contact the EPA RPM at the telephone number and/or email address set forth above to decide alternative delivery arrangements.

16. The RPM shall be responsible for overseeing Respondent's implementation of this Settlement. The RPM shall have the authority vested in an RPM 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 Affected Property. Absence of the RPM from the Affected Property shall not be cause for stoppage of work unless specifically directed by the RPM.

VIII. WORK TO BE PERFORMED

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

a. Conduct pre-excavation soil sampling in the areas not previously sampled adjacent to the side of the building located at 205 Church Road and under the gravel inside the fenced area surrounding the substation located adjacent to the building to determine the extent of soils contaminated with TCE above 0.1 mg/kg, PCE above 0.13 mg/kg, or VC above 0.032 mg/kg in those areas;

b. Excavate all soil contaminated with TCE above 0.1 mg/kg, PCE above 0.13 mg/kg, or VC above 0.032 mg/kg between the ground surface and the top of the bedrock in the areas of the Affected Property identified in the Feasibility Study Report for OU1 – Soil at 205 Church Road Property, North Wales, PA, revised June 2017, as set forth in Appendix C, and in all areas determined as a result of the pre-excavation sampling conducted pursuant to Paragraph 17.a. to have soil contaminated with TCE, PCE, or VC above those cleanup levels;

c. Conduct post-excavation sampling of the sidewalls and floor of the excavation to ensure all soils contaminated with TCE above 0.1 mg/kg, PCE above 0.13 mg/kg, or VC above 0.032 mg/kg have been removed from ground surface to top of bedrock; provided, however, that post-excavation sampling of the floor of the excavation area is not required if excavation has proceeded to bedrock, and post-excavation sampling of the sidewall adjacent to the building that is inaccessible due to shoring up the building is not required;

d. Excavate any soils identified through post-excavation sampling conducted pursuant to Paragraph 17.c., above, as contaminated with levels of TCE above 0.1 mg/kg, PCE above 0.13 mg/kg, or VC above 0.032 mg/kg, and repeat the actions set forth in Paragraph 17.c. and this Paragraph 17.d. until post-excavation sampling does not identify any soils with contamination exceeding those cleanup levels; provided, however, that excavation shall not be required under the existing building located at 205 Church Road pursuant to this Settlement;

e. Dispose off-site all soil excavated pursuant to Paragraph 17.b. – d., above, that is contaminated with TCE, PCE, or VC above the cleanup levels set forth in Paragraph 17.d. in accordance with the requirements of this Settlement including, without limitation, Paragraph 27 (pertaining to off-site shipments) hereof; and

f. Restore the excavated area to original conditions by performing restoration and revegetation of the excavated area. Backfill the excavation with soil that poses no human or ecological risks, provided that testing shows that the soil proposed to be used for backfilling does not contain TCE, PCE, or VC at levels exceeding the cleanup levels set forth in Paragraph 17.d, above, and revegetate non-paved areas using a local turf mix.

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

19. Work Plan and Implementation

a. Within sixty (60) days after the Effective Date, in accordance with Paragraph 20 (Submission of Deliverables), Respondent shall submit to EPA for approval a draft work plan for performing the removal action (the “Removal Work Plan”) generally described in Paragraph 17, 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, require revisions to, or modify the draft Removal Work Plan in whole or in part. If EPA requires revisions, Respondent shall submit a revised draft Removal Work Plan within thirty (30) days after receipt of EPA’s notification of the required revisions. Respondent shall implement the Removal Work Plan as approved in writing by EPA in accordance with the schedule 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, Respondent shall commence implementation of the Work in accordance with the schedule included therein. Respondent 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 Removal Work Plan shall be reviewed and approved by EPA in accordance with this Paragraph.

e. Additional actions that may be required under this Settlement are addressed in Section XXVII (Additional Removal Action) of this Settlement.

20. Submission of Deliverables.

a. General Requirements for Deliverables.

i. Except as otherwise provided in this Settlement, Respondent shall direct all submissions required by this Settlement to the RPM. Respondent shall submit all deliverables required by this Settlement or any approved work plan to EPA in accordance with the schedule set forth in such plan.

ii. Respondent shall submit all deliverables in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in Paragraph 20.b. All other deliverables shall be submitted to EPA in the form specified by the RPM. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches in their native format, Respondent shall contact the RPM at the telephone number or email address set forth in Paragraph 15 to make arrangements for transmitting such deliverables.

b. Technical Specifications for Deliverables.

i. Sampling and monitoring data should be submitted in the current Region 2 Electronic Data Deliverable (EDD) specifications, the latest version of which can be

found at: <https://www.epa.gov/superfund/region-2-superfund-electronic-data-submission-documents>. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

ii. 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>.

iii. Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.

iv. Spatial data submitted by Respondent does not, and is not intended to, define the boundaries of the Affected Property or the Site.

21. Health and Safety Plan. Within sixty (60) days after the Effective Date, Respondent 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,” Pub. 9285.0-OIC (Nov. 2002), available on the NSCEP database at <https://www.epa.gov/nscep>, and “EPA’s Emergency Responder Health and Safety Manual,” OSWER Directive 9285.3-12 (July 2005 and updates), available at https://response.epa.gov/site/doc_list.aspx?site_id=2810. 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. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

22. Quality Assurance, Sampling, and Data Analysis.

a. Respondent 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 sixty (60) days after the Effective Date, Respondent 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 Removal Work Plan, 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. Respondent shall ensure that EPA personnel and its authorized representatives are allowed access at reasonable times to all laboratories utilized by Respondent in implementing this Settlement. Respondent 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>. Respondent shall ensure that the laboratories it uses 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 <https://www.epa.gov/measurements-modeling/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/>), 40 C.F.R. Part 136, “Air Toxics - Monitoring Methods” (<http://www3.epa.gov/ttnamti1/airtox.html>).

d. However, upon approval by EPA, Respondent may use other appropriate analytical method(s), as long as (i) quality assurance/quality control (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.). Respondent shall ensure that all laboratories 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. Respondent 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 request, Respondent shall provide split or duplicate samples to EPA or its authorized representatives. Respondent shall notify EPA not less than seven (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 shall provide to Respondent split or duplicate samples of any samples it takes as part of EPA's oversight of Respondent's implementation of the Work.

f. Respondent shall submit to EPA the results of all sampling and/or tests or other data obtained or generated by or on behalf of Respondent with respect to the Affected Property and/or the implementation of this Settlement.

g. Respondent waives any objections to any data gathered, generated, or evaluated by EPA or Respondent in the performance or oversight of the Work that has been verified according to the QA/QC procedures required by the Settlement or any EPA-approved Work Plans or Sampling and Analysis Plans. If Respondent objects to any other data relating to the Work, Respondent 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 fifteen (15) days after the monthly progress report containing the data.

23. Reserved.

24. Reserved.

25. Progress Reports. Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement on a monthly basis, or as otherwise requested by EPA, from the date of receipt of EPA's approval of the Removal Work Plan until issuance of Notice of Completion of Work pursuant to Section XXVIII (Notice of Completion of Work), unless otherwise directed in writing by the RPM. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

26. Final Report. Within sixty (60) days after completion of all Work required by this Settlement, other than continuing obligations listed in Section XXVIII (Notice of Completion of Work), Respondent shall submit for EPA review and approval a final report, in electronic form, summarizing the actions taken to implement the action identified in Paragraph 17 of 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 analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The

final report shall also include the following certification signed by a responsible corporate official of Respondent:

“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.”

27. Off-Site Shipments.

a. Respondent may ship hazardous substances, pollutants and contaminants from the Affected Property to an off-site facility only if Respondent complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent will be deemed to be in compliance with CERCLA Section 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Respondent 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. Respondent may ship Waste Material from the Affected Property to an out-of-state waste management facility only if, prior to any shipment, it provides written notice to the appropriate state environmental official in the receiving facility’s state and to the RPM. 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. Respondent also shall notify the state environmental official referenced above and the RPM of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondent shall provide the written notice after the award of the contract for the removal action and before the Waste Material is shipped.

c. Respondent may ship Investigation Derived Waste (IDW) from the Affected Property to an off-site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, and 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

28. Agreements Regarding Access and Non-Interference. Respondent 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 Respondent and the EPA, providing that such Non-Settling Owner: (i) provide the EPA, the Commonwealth, Respondent, 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 28.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the removal action. Respondent shall provide a copy of such access agreement(s) to EPA and the Commonwealth.

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

- i. Monitoring the Work;
- ii. Verifying any data or information submitted to EPA;
- iii. Conducting investigations regarding contamination at or near the Affected Property;
- iv. Obtaining samples;
- v. Assessing the need for, planning, implementing, or monitoring response actions;
- vi. Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as defined in the approved QAPP;
- vii. Implementing the Work pursuant to the conditions set forth in Paragraph 71 (Work Takeover);
- viii. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondent or its agents, consistent with Section X (Access to Information);
- ix. Assessing Respondent's compliance with the Settlement;
- x. 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; and
- xi. Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.

b. Reserved.

29. Best Efforts. As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Respondent 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 Respondent is unable to accomplish what is required through “best efforts” in a timely manner, Respondent shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondent, 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 monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section XIV (Payment of Response Costs).

30. Reserved.

31. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondent shall continue to comply with its obligations under the Settlement, including its obligation to secure access.

32. Reserved.

33. 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 statute or regulations. Notwithstanding any provision of the Settlement, Respondent retains any defenses it may have to any effort by EPA to require Respondent to restrict land, water, or other resource use at the Affected Property.

X. ACCESS TO INFORMATION

34. Respondent 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 Respondent’s 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. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

35. Privileged and Protected Claims.

a. Respondent 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 Respondent complies with Paragraph 35.b, and except as provided in Paragraph 35.c.

b. If Respondent asserts such a privilege or protection, Respondent shall provide EPA with the following information regarding such Record: its title; its date; the name,

title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondent shall provide the Record to EPA in redacted form to mask the privileged or protected portion only. Respondent shall retain all Records that 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 Respondent's favor.

c. In response to a request by the United States, including by EPA, Respondent may make no claim of privilege or protection regarding: (1) any data regarding the Affected Property or 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 Affected Property or the Site; or (2) the portion of any Record that Respondent is required to create or generate pursuant to this Settlement.

36. Business Confidential Claims. Respondent 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). Respondent shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondent asserts business confidentiality claims. Records that Respondent claims to be confidential business information 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 Respondent 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 Respondent.

37. 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

38. Until ten (10) years after EPA provides Respondent with notice, pursuant to Section XXVIII (Notice of Completion of Work), that all Work has been fully performed in accordance with this Settlement, Respondent 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 Respondent's liability under CERCLA with regard to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Affected Property must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Respondent 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

Respondent (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.

39. At the conclusion of the document retention period, Respondent shall notify EPA at least ninety (90) days prior to the destruction of any such Records, and, upon request by EPA, and except as provided in Paragraph 35 (Privileged and Protected Claims), Respondent shall deliver any such Records to EPA.

40. Respondent certifies that, to the best of its knowledge and belief, after thorough inquiry, Respondent has not altered, mutilated, discarded, destroyed, or otherwise thrown away any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the Commonwealth and that Respondent has fully complied with any and all EPA and PADEP 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 Pennsylvania law.

XII. COMPLIANCE WITH OTHER LAWS

41. Nothing in this Settlement limits Respondent's 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 (ARARs) under federal environmental or state environmental or facility siting laws. Respondent shall include ARARs selected by EPA in the Removal Work Plan.

42. 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, Respondent shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Respondent 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 Respondent 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

43. 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 Affected Property that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Respondent shall take these actions in accordance with all applicable provisions of this Settlement including, but not limited to, the Health and Safety Plan. Respondent shall also immediately notify the RPM or, in the event of his/her unavailability, the National Response Center ((800) 424-8802) of the incident or Affected Property conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA for all costs of such response action not inconsistent with the NCP pursuant to Section XIV (Payment of Response Costs).

44. Release Reporting. Upon the occurrence of any event during performance of the Work that Respondent is 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 of 1986 (EPCRA), 42 U.S.C. § 11004, Respondent shall immediately orally notify the RPM or, in the event of his/her unavailability, the National Response Center ((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 EPCRA, 42 U.S.C. § 11004.

45. For any event covered under this Section, Respondent shall submit a written report to EPA within seven (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

46. Reserved.

47. Payments for Future Response Costs.

a. Respondent shall pay to EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill requiring payment that includes a summary of costs which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondent shall make all payments within thirty (30) days after Respondent's receipt of each bill requiring payment, except as otherwise provided in Paragraph 47.f (Contesting Future Response Costs), and in accordance with Paragraphs 47.b and 47.c.

b. Respondent shall make the payment at <https://www.pay.gov> in accordance with the following instructions: enter "sfo 1.1" in the search field to access EPA's Miscellaneous Payment Form - Cincinnati Finance Center. Complete the form including the Site Name (North

Penn Area 7 Site), the Site/Spill ID Number 03X1, and the EPA docket number of this Settlement (Docket No. CERCLA-03-2022-0008DC).

c. At the time of payment, Respondent shall send notice that payment has been made to the RPM by email, and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov. Such notice shall reference Site/Spill ID Number 03X1 and the EPA docket number for this action (Docket No. CERCLA-03-2022-0008DC).

d. Deposit of Future Response Costs Payments. The total amount to be paid by Respondent pursuant to Paragraph 47.a shall be deposited by EPA in the North Penn Area 7 Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the North Penn Area 7 Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondent pursuant to the dispute resolution provisions of this Settlement or in any other forum.

e. Interest. In the event that any payment for Future Response Costs is not made by the date required, Respondent shall pay Interest on the unpaid balance. Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondent's 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 Respondent's failure to make timely payments under this Section including but not limited to, payment of stipulated penalties pursuant to Section XVII (Stipulated Penalties).

f. Contesting Future Response Costs. Respondent may initiate the procedures of Section XV (Dispute Resolution) regarding payment of any Future Response Costs billed under Paragraph 47 (Payments for Future Response Costs) if Respondent determines that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if it believes 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, Respondent shall submit a Notice of Dispute in writing to the RPM within thirty (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 Respondent submits a Notice of Dispute, Respondent 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 47, 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 (FDIC) and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent shall send to the RPM 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 five (5) days after the resolution of the

dispute, Respondent shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 47. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus associated accrued interest) for which it did not prevail to EPA in the manner described in Paragraph 47. Respondent 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 under Respondent's obligation to reimburse EPA for its Future Response Costs.

XV. DISPUTE RESOLUTION

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

49. Informal Dispute Resolution. If Respondent objects to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, it shall send EPA a written Notice of Dispute describing the objection(s) within fourteen (14) days after such action. EPA and Respondent shall have twenty (20) days from EPA's receipt of Respondent's Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended by written agreement between the Parties. Any agreement reached by the Parties to resolve the dispute 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.

50. Formal Dispute Resolution. If the Parties are unable to reach an agreement within the Negotiation Period, Respondent shall, within twenty (20) days after the end of the Negotiation Period, submit a statement of position to the RPM. EPA may, within twenty (20) days thereafter, submit a statement of position. Thereafter, the Chief of the EPA Region III Site Remediation Branch within the Superfund & Emergency Management Division will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

51. Except as provided in Paragraph 47.f (Contesting Future Response Costs) or as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondent under this Settlement. Except as provided in Paragraph 61, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. 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 Respondent does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVII (Stipulated Penalties).

XVI. FORCE MAJEURE

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

53. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondent intends or may intend to assert a claim of force majeure, Respondent shall notify EPA’s RPM orally or, in his or her absence, the RPM’s Section Chief or, in the event both of EPA’s designated representatives are unavailable, the Chief of the EPA Region III Site Remediation Branch within the Superfund & Emergency Management Division, within five (5) days of when Respondent first knew that the event might cause a delay. Within ten (10) days thereafter, Respondent shall provide in writing to EPA 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; Respondent’s rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondent shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Respondent shall be deemed to know of any circumstance of which Respondent, any entity controlled by Respondent, or Respondent’s contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondent from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 52 and whether Respondent has exercised its best efforts under Paragraph 52, EPA may, in its unreviewable discretion, excuse in writing Respondent’s failure to submit timely or complete notices under this Paragraph.

54. 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 Respondent in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

55. If Respondent elects to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), it shall do so no later than fifteen (15) days after receipt of EPA’s notice. In any such proceeding, Respondent 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 Respondent complied with the requirements of Paragraphs 52 and 53. If Respondent carries this burden, the delay at issue shall be deemed not to be a violation by Respondent of the affected obligation of this Settlement identified to EPA.

56. 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 Respondent from meeting one or more deadlines under the Settlement, Respondent may seek relief under this Section.

XVII. STIPULATED PENALTIES

57. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 58 and 59 for failure to comply with the obligations specified below, unless excused under Section XVI (Force Majeure). “Comply” as used in the previous sentence includes compliance by Respondent with all applicable requirements of this Settlement, within the deadlines established under this Settlement.

58. Stipulated Penalty Amounts - Payments, Major Deliverables, and Other Milestones.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 58.b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1,000.00	1 st through 14 th day
\$1,500.00	15 th through 30 th day
\$2,000.00	31 st day and beyond

b. The obligations subject to the penalties in Paragraph 58.a are:

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

ii. Establishment of an escrow account to hold any disputed Future Response Costs under Paragraph 47.f (Contesting Future Response Costs).

iii. All requirements of Paragraphs 13 (including, but not limited to, the identification of contractors and subcontractors); 14 (including, but not limited to, the designation of a Project Coordinator); 19 (including, but not limited to, the submission of a

Removal Work Plan for EPA approval); 20 (including, but not limited to, following the general and technical requirements for submission of deliverables to EPA); 21 (including, but not limited to, the submission of a Health and Safety Plan to EPA); 22 (including, but not limited to, use of approved Quality Assurance and Quality Control procedures); 25 (including, but not limited to, submission of Progress Reports); 26 (including, but limited to, submission of a Final Report); 27 (including, but not limited to, requirements for off-site shipment of wastes); 28-29 (including, but not limited to, obtaining access and providing access to EPA); 43-45 (including, but not limited to, providing notice of, and responding to, emergencies); 63 (including, but not limited to, payment of stipulated penalties); 90 (including, but not limited to, obtaining insurance); and Section XXVII (including, but not limited to, performing additional removal actions).

59. Stipulated Penalty Amounts – Other Requirements.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 59.b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.00	1 st through 14 th day
\$750.00	15 th through 30 th day
\$1,000.00	31 st day and beyond

b. The obligations subject to the penalties listed in Paragraph 59.a are all requirements of Paragraph 34 (including, but not limited to, providing information and documents following a request from EPA) and Section XI (including, but not limited to, retaining records).

60. In the event that EPA assumes performance of all remaining Work pursuant to Paragraph 71 (Work Takeover), Respondent shall be liable for a stipulated penalty in the amount of \$100,000.00. In the event that EPA assumes performance of a specific portion, but not all, of the remaining Work pursuant to Paragraph 71 (Work Takeover), Respondent shall be liable for a stipulated penalty in the amount of \$50,000.00.

61. 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 fifteen (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 19 (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 Respondent of any deficiency; and (b) with respect to a decision by the Branch Chief of the EPA Region III Site Remediation Branch under Paragraph 50 (Formal Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that such Branch Chief 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.

62. Demand for Payment. Following EPA’s determination that Respondent has failed to comply with a requirement of this Settlement, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation. If EPA sends a written demand for payment of stipulated penalties, a copy of the demand will be sent:

- a. Via email to the U.S. EPA Cincinnati Finance Office at:
CINWD_AcctsReceivable@epa.gov; and
- b. Via email to the U.S. EPA Region III Regional Hearing Clerk at:
R3_Hearing_Clerk@epa.gov.

63. Payment/Dispute of Demanded Penalties. All penalties accruing under this Section shall be due and payable to EPA within thirty (30) days after Respondent’s receipt from EPA of a demand for payment of the penalties, unless Respondent invokes 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 47.b. Notice of payment shall be sent to the following:

- a. Via email to the U.S. EPA Cincinnati Finance Office at
CINWD_AcctsReceivable@epa.gov;
- b. Via email to the U.S. EPA Region III Regional Hearing Clerk at
R3_Hearing_Clerk@epa.gov; and
- c. Via email to the U.S. EPA Region III Office of Regional Counsel (“ORC”) at
R3_ORC_Mailbox@epa.gov. Include the name of the Site (North Penn Area 7 Site – Teleflex Property); Docket No. CERCLA-03-2022-0008DC; and Name of ORC Staff Attorney.

The payment and each notice required hereunder shall contain the paying party’s name, street/P.O. Box address, email address, and telephone number; the name of the matter (North Penn Area 7 Superfund Site); the EPA Docket Number of this Settlement (Docket No. CERCLA-03-2022-0008DC); the amount of the payment; and the method of payment. If Respondent disputes all or a portion of the demand for stipulated penalties under Section XV (Dispute Resolution) of this Settlement, a copy of the Notice of Dispute shall be sent to (a)-(c), above, by email.

64. If Respondent fails to pay stipulated penalties when due, Respondent shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondent has 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 63 (Payment/Dispute of Demanded Penalties) until the date of payment; and (b) if Respondent fails to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 62 (Demand for Payment) until the date of payment. If Respondent

fails to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

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

66. 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 Respondent's 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 collected 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 71 (Work Takeover).

67. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XVIII. COVENANTS BY EPA

68. Except as provided in Section XIX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondent or Respondent's Related Party 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 Respondent of its obligations under this Settlement. These covenants extend only to Respondent and Respondent's Related Party and do not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

69. 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 Respondent or Respondent's Related Party in the future to perform additional activities pursuant to CERCLA or any other applicable law.

70. 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 Respondent and Respondent's Related Party with respect to all other matters including, but not limited to:

- a. liability for failure by Respondent 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.

71. Work Takeover.

- a. In the event EPA determines that Respondent: (1) has ceased implementation of any portion of the Work; (2) is seriously or repeatedly deficient or late in its performance of the Work; or (3) is 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 Respondent. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondent a period of thirty (30) days within which to remedy the circumstances giving rise to EPA's issuance of such notice.
- b. If, after expiration of the 30-day notice period specified in Paragraph 71.a, Respondent has 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 Respondent in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 71.b.
- c. Respondent may invoke the procedures set forth in Paragraph 50 (Formal Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 71.b. Such process must be commenced by Respondent's submission to EPA, no later than twenty (20) days after Respondent's receipt of a notice from EPA pursuant to Paragraph 71.a, of a Notice of

Dispute and a statement of position. The dispute shall then be resolved in accordance with the second through fifth sentences in Paragraph 50 (Formal Dispute Resolution). However, notwithstanding Respondent's 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 71.b until the earlier of (1) the date that Respondent remedies, 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 50 (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 RESPONDENT AND RESPONDENT'S RELATED PARTY

72. Respondent and Respondent's Related Party 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 Pennsylvania law regarding the Work, Future Response Costs, and this Settlement; or

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

73. Except as provided in Paragraph 77 (Waiver of Claims by Respondent and Respondent's Related Party), 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 Paragraph 70.a (liability for failure to meet a requirement of the Settlement), 70.d (criminal liability), or 70.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondent's or Respondent's Related Party's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

74. 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).

75. Respondent reserves, 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 Respondent's deliverables or activities.

76. Reserved.

77. Waiver of Claims by Respondent and Respondent's Related Party.

a. Respondent and Respondent's Related Party each 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 it may have:

i. De Micromis Waiver. For all matters relating to the Site against any person where the person's liability to Respondent or Respondent's Related Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

ii. Reserved.

iii. Reserved.

b. Exceptions to Waiver.

i. The waiver under this Paragraph 77 shall not apply with respect to any defense, claim, or cause of action that Respondent or Respondent's Related Party may have against any person otherwise covered by such waiver if such person asserts a claim or cause of action relating to the Site against Respondent or Respondent's Related Party.

ii. Reserved.

iii. The waiver under Paragraph 77.a.i (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (1) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (2) such person has failed to comply with any information request or administrative subpoena

issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (3) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

iv. Reserved.

XXI. OTHER CLAIMS

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

79. Except as expressly provided in Paragraph 77 (Waiver of Claims by Respondent and Respondent's Related Party) and Section XVIII (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement, including but not limited to Respondent's Related Party, 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.

80. 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

81. Except as provided in Paragraph 77 (Waiver of Claims by Respondent and Respondent's Related Party) and the provisions concerning Respondent's Related Party, 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 Respondent and Respondent's Related Party), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action 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).

82. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which Respondent and Respondent's Related Party have, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and 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.

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

84. Respondent and/or Respondent's Related Party shall, with respect to any suit or claim brought by them for matters related to this Settlement, notify EPA in writing no later than sixty (60) days prior to the initiation of such suit or claim. Respondent and Respondent's Related Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify EPA in writing within ten (10) days after service of the complaint or claim upon it. In addition, Respondent and Respondent's Related Party shall notify EPA within ten (10) days after service or receipt of any Motion for Summary Judgment and within ten (10) days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

85. 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, Respondent and Respondent's Related Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVIII (Covenants by EPA).

86. Reserved.

XXIII. INDEMNIFICATION

87. The United States, including EPA, does not assume any liability by entering into this Settlement or by virtue of any designation of Respondent as EPA's authorized representative under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). Respondent shall indemnify, save, and hold harmless the United States, including EPA, 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 Respondent, its officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondent's behalf or under its control, in carrying out activities pursuant to this Settlement. Further, Respondent agrees to pay the United States all

costs 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, including EPA, based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The United States, including EPA, shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement. Neither Respondent nor any such contractor shall be considered an agent of the United States, including EPA.

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

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

XXIV. INSURANCE

90. No later than seven (7) days before commencing any on-site Work, Respondent shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Work pursuant to Section XXVIII (Notice of Completion of Work), commercial general liability insurance with limits of liability of \$1 million per occurrence, automobile liability insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million 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 Respondent pursuant to this Settlement. In addition, for the duration of the Settlement, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondent shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement. If Respondent demonstrates 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, Respondent needs to provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondent shall ensure that all submittals to EPA under this Paragraph identify the North Penn Area 7 Site – OU1 Teleflex Property, North Wales,

Montgomery County, Pennsylvania and the EPA docket number (Docket No. CERCLA-03-2022-0008DC) for this action.

XXV. RESERVED.

- 91. Reserved.
- 92. Reserved.
- 93. Reserved.
- 94. Reserved.
- 95. Reserved.
- 96. Reserved.
 - a. Reserved.
 - b. Reserved.
- 97. Reserved.
- 98. Reserved.

XXVI. MODIFICATION

99. Other than requirements specifically contained within the text of this Settlement, the RPM 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 RPM's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

100. If Respondent seeks permission to deviate from any approved work plan or schedule, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the RPM pursuant to Paragraph 99.

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

XXVII. ADDITIONAL REMOVAL ACTION

102. If EPA determines that additional actions on the Affected Property not included in the approved Removal Work Plan or other approved plan(s) are necessary to achieve the work items identified in Paragraph 17, EPA will notify Respondent of that determination. Unless otherwise stated by EPA, within thirty (30) days after receipt of notice from EPA that additional actions are necessary to achieve the work items described in Paragraph 17, Respondent shall submit for approval by EPA a work plan for the additional 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 19 (Work Plan and Implementation), Respondent shall implement the plan for additional actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the RPM's authority to make oral modifications to any plan or schedule pursuant to Section XXVI (Modification).

103. If EPA determines that additional removal action not identified in Paragraph 17 is necessary to protect public health, welfare, or the environment, EPA will notify Respondent of that determination and request that Respondent perform such action. If Respondent agrees to perform such action, this Settlement Agreement will be modified to incorporate such work and Respondent shall submit, for approval by EPA, a work plan for such work. 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 19 (Work Plan and Implementation), Respondent 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 RPM's authority to make oral modifications to any plan or schedule pursuant to Section XXVI (Modification).

XXVIII. NOTICE OF COMPLETION OF WORK

104. 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, but not limited to, payment of Future Response Costs and retention of records, EPA will provide written notice to Respondent. If EPA determines that such Work has not been completed in accordance with this Settlement, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Removal Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Removal Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Removal Work Plan shall be a violation of this Settlement.

XXIX. INTEGRATION/APPENDICES

105. 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 of the Site Location.
- b. “Appendix B” is a map of the Affected Property.
- c. “Appendix C” is a map of the Approximate Area of Excavation.

XXX. EFFECTIVE DATE

106. This Settlement shall be effective five (5) days after transmittal of a fully executed copy of this Settlement to counsel representing the Respondent.

IT IS SO AGREED AND ORDERED:

FOR RESPONDENT TELEFLEX INCORPORATED


[Signature]

September 29, 2022
Date

Name: Daniel V. Logue

Title: Corporate Vice President, General Counsel & Secretary

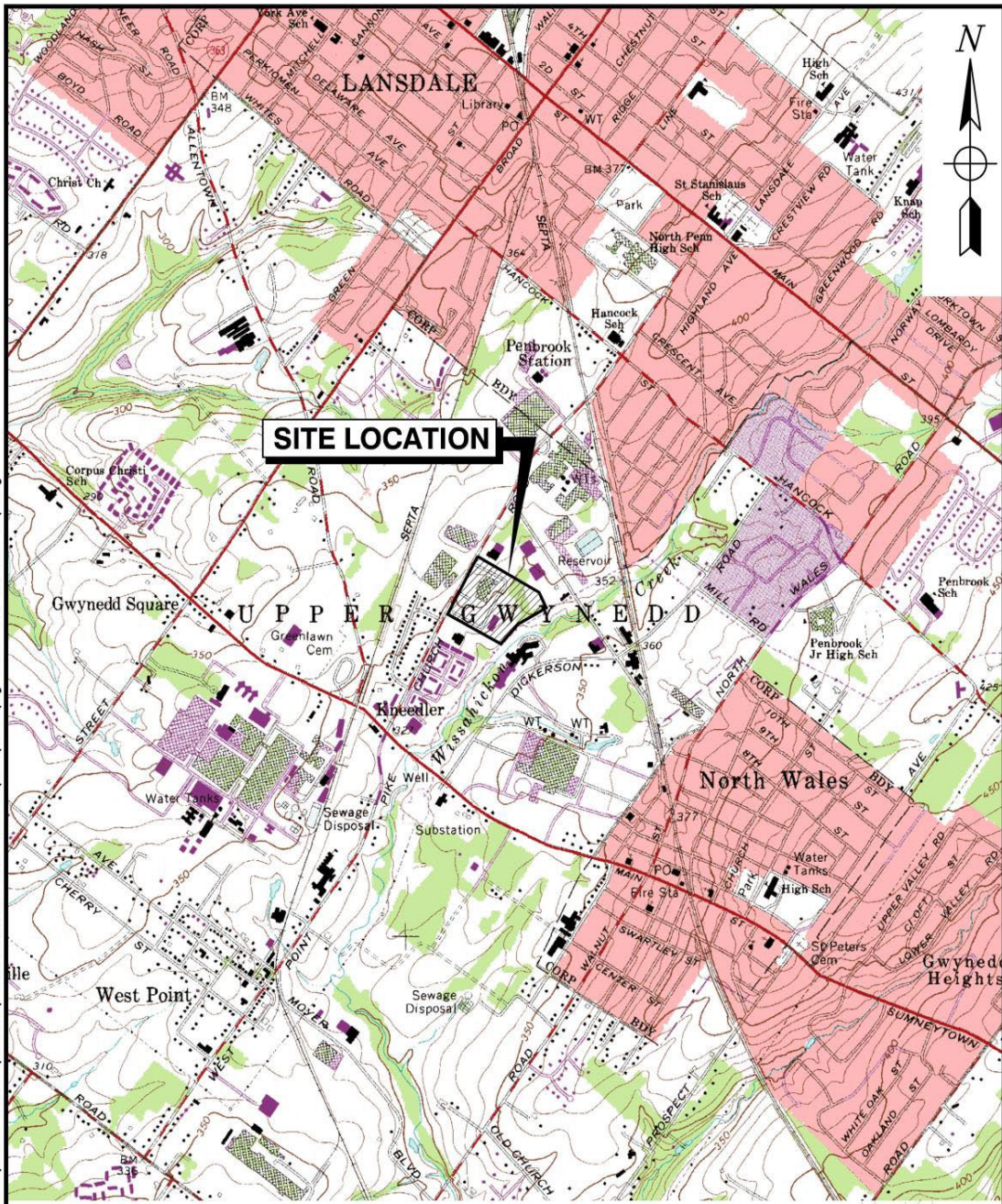
Address: Teleflex Incorporated
550 East Swedesford Road – Suite 400
Wayne, PA 19087
daniel.logue@teleflex.com
Office: 610-225-6904
Mobile: 215-429-6475
Fax: 610-225-8780

IT IS SO AGREED AND ORDERED.

PAUL LEONARD
Director, Superfund & Emergency Management Division
U.S. Environmental Protection Agency
Region III

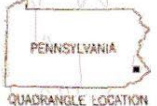
APPENDIX A

SITE LOCATION MAP



Drawn By & Date/Time: joseph.shell Dec. 15, 2016 - 6:25pm
 Drawing Location & Name: S:\Projects\Private-Sector\Teleflex\60429509_North Penn Area 7\CAD\2016\Fig-01_1_Site Location_Map.dwg

REFERENCE:
 LANSDALE, PENNSYLVANIA
 USGS QUADRANGLE, 1983.



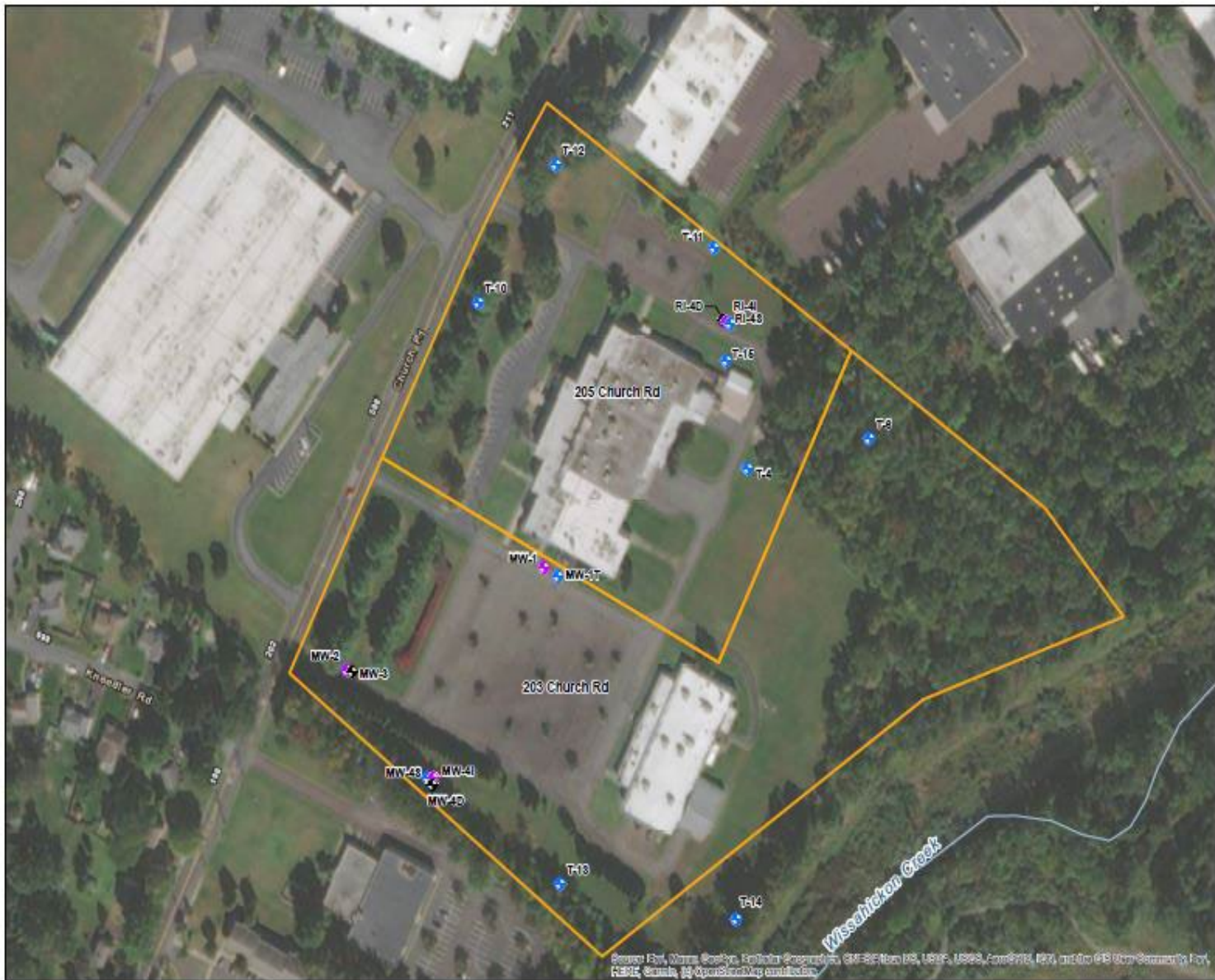
AECOM
 625 WEST RIDGE PIKE, SUITE E-100
 CONSHOHOCKEN, PA 19428
 PHONE: (610) 832-3500 FAX: (610) 832-3501

Job:	60429509.08
Prepared by:	JES
Checked by:	DK
Date:	12/15/16

SITE LOCATION MAP
 205 CHURCH ROAD PROPERTY
 NORTH PENN AREA 7 SUPERFUND SITE - OU-1 SOIL
 NORTH WALES, MONTGOMERY COUNTY, PENNSYLVANIA
 FIGURE 1-1

APPENDIX B

MAP OF AFFECTED PROPERTY



- Legend**
- ◆ Shallow Monitoring Well Location
 - ◆ Intermediate Monitoring Well Location
 - ◆ Deep Monitoring Well Location
 - Parcel Boundary



Esri/ArcMap
Aerial Imagery

NAD 83 State Plane Pennsylvania South
United States Feet
Scale
Reference
Parcel boundaries from Montgomery County 2002



AECOM

Figure 2
Site Plan
203 & 206 Church Road Parcels

North Penn Area 7 Superfund Site
North Wales, Montgomery County, PA

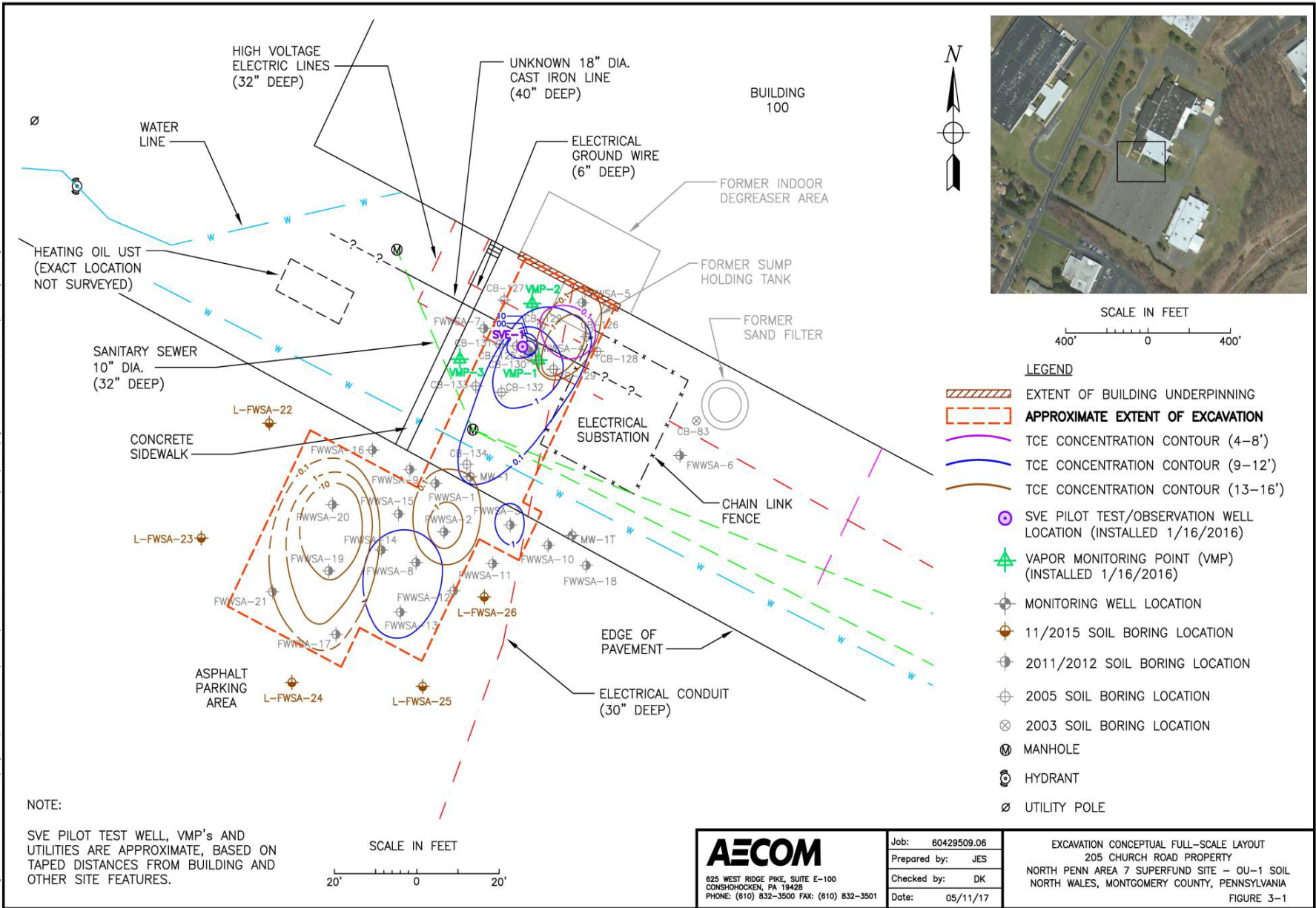
Prepared By: NRP	Checked By: DJK
Job #: 6040003	Date: 3/20/2022

Source: Esri, DeLorme, GeoEye, IGN, Aerotech, Earthstar, CNES, Airphoto, USDA, USDA, ComNav, IGN, and the GIS User Community, Esri, HERE, DeLorme, Mapbox, OpenStreetMap contributors.

APPENDIX C

MAP OF APPROXIMATE AREA OF EXCAVATION

Drawn By & Date/Time: Joseph Sheil May 11, 2017 - 5:10pm
 Drawing Location & Name: S:\Projects\Private-Sector\Telere\60429509_North Penn Area 7\CAD\2017\Fig-03_1_Excavation Conceptual Layout.dwg



<p>625 WEST RIDGE PIKE, SUITE E-100 CONSHOHOCKEN, PA 19428 PHONE: (610) 832-3500 FAX: (610) 832-3501</p>	Job: 60429509.06	EXCAVATION CONCEPTUAL FULL-SCALE LAYOUT 205 CHURCH ROAD PROPERTY NORTH PENN AREA 7 SUPERFUND SITE - OU-1 SOIL NORTH WALES, MONTGOMERY COUNTY, PENNSYLVANIA FIGURE 3-1
	Prepared by: JES	
	Checked by: DK	
	Date: 05/11/17	