

FILED

Feb 18, 2026

5:32 pm

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

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 3

IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	
)	
Altuglas Polymer Release)	
(a/k/a "Trinseo Polymer Release"))	
Bristol, Bucks County, Pennsylvania)	Docket No. CERCLA-03-2026-0029CR
)	
Altuglas LLC,)	
Settling Party)	PROCEEDING UNDER
)	SECTION 122(h)(1) OF CERCLA,
_____)	42 U.S.C. § 9622(h)(1)

**ADMINISTRATIVE SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9622(h)(1). This authority was delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders), and was redelegated to the Director of the Superfund and Emergency Management Division of EPA Region 3 on April 15, 2019.

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

II. BACKGROUND

3. This Settlement Agreement concerns the Altuglas Polymer Release Site (a/k/a the Trinseo Polymer Release Site) (“Site”), located in and around Bristol, Bucks County, Pennsylvania. The Site includes a manufacturing facility owned and operated by the Settling Party (“the Altuglas Bristol Facility”). The Site also includes areas of Mill Creek (a/k/a Otter Creek) and the Delaware River where there was a release or substantial threat of release of hazardous substances from the Altuglas Bristol Facility following a spill of approximately 8,100 gallons of finished acrylic polymer emulsion on or about March 24, 2023.

4. The spilled acrylic polymer emulsion reportedly contained about 50 percent water, 50 percent acrylic polymer, and 0.1 percent residual monomer, which contained butyl acrylate, ethyl acrylate, methyl methacrylate, and styrene. Ethyl acrylate, methyl methacrylate, and styrene are listed hazardous substances under CERCLA, 42 U.S.C. § 9602.

5. EPA has determined that the Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

6. In response to the release or substantial threat of release of hazardous substances at the Site, EPA undertook response actions under Section 104 of CERCLA, 42 U.S.C. § 9604, and the National Oil and Hazardous Substances Pollution Contingency Plan (“NCP”), 40 C.F.R. § 300.410. EPA’s response actions included, among other things, sampling and monitoring of potential releases of hazardous substances in the Delaware River, downstream of the Altuglas Bristol Facility.

7. In performing response actions under CERCLA and the NCP, EPA has incurred response costs at, or concerning, the Site.

8. EPA has determined that the Settling Party is a potentially responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred by the United States government at, or concerning, the Site.

9. EPA has determined that approval of this Settlement Agreement by the Attorney General is not required under Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), because the United States' total past response costs for the Site do not exceed \$500,000.

10. EPA and the Settling Party (“the Parties”) recognize that this Settlement Agreement has been negotiated in good faith and that it is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by the Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by the Settling Party. The Settling Party does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section II (Background).

III. PARTIES BOUND

11. This Settlement Agreement shall be binding upon EPA and upon the Settling Party and its successors and assigns. Any change in ownership or corporate or other legal status of the Settling Party, including, among other things, any transfer of assets or real or personal property, shall not alter the Settling Party’s responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that they are authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party for whom they are signing.

IV. PAYMENT OF PAST RESPONSE COSTS

12. **Payment by Settling Party for Past Response Costs.** Within 45 days after the Effective Date, Settling Party shall pay to EPA \$22,171.29, the amount of EPA’s initial demand on August 21, 2025, plus additional sums for: (i) interest on that amount calculated from August 21, 2025, through the date of publication of a notice of this Settlement Agreement in the Federal Register;¹ and (ii) interim response costs incurred by EPA from August 21, 2025, through the date of publication of a notice of this Settlement Agreement in the Federal Register (collectively defined as “Past Response Costs”).

13. **Payment Instructions.** The Settling Party shall make the payment at <https://www.pay.gov> in accordance with the following payment instructions: (i) Enter “Sfo 1.1” in the search field to access EPA’s Miscellaneous Payment Form – Cincinnati Finance Center; (ii) Complete the online form including references to: the Site Name (Altuglas Polymer Release Site), Docket Number (CERCLA-03-2026-0029CR), and Site/Spill ID Number (B3CE). The Settling Party shall send to EPA, in accordance with Section XIV (Notices and Submissions), a notice of this payment, including these references.

¹ Interest will be calculated using 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 will be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>. The rate for Fiscal Year 2025 was 4.4%, and the rate for Fiscal Year 2026 is 3.9%.

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

15. **Notice of Payment.** At the time of payment, the Settling Party shall send notice that payment has been made to the following: (i) the U.S. EPA Cincinnati Finance Office via email at CINWD_AcctsReceivable@epa.gov; and via regular mail at U.S. EPA Cincinnati Finance Center, 26 W. Martin Luther King Drive, Cincinnati, OH 45268; (ii) the U.S. EPA Regional Hearing Clerk at R3_Hearing_Clerk@epa.gov; and (iii) the EPA Civil Investigator at gillespie.joy@epa.gov. Such notices shall state the Settling Party's name, street/P.O. Box address, email address, and telephone number; the Site Name (Altugas Polymer Release Site); Docket Number (CERCLA-03-2026-0029CR); Site/Spill ID Number (B3CE); the amount of the payment; and the method of payment.

V. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

16. **Interest on Late Payments.** If the Settling Party fails to make any payment required by Paragraph 12 (Payment by Settling Party for Response Costs) by the required due date, Settling Party shall pay interest on the unpaid balance, which will continue to accrue through the date of payment.

17. Stipulated Penalty

a. If any amounts due to EPA under Paragraph 12 (Payment by Settling Party for Past Response Costs) are not paid by the required date, Settling Party will be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the interest required by Paragraph 16 (Interest on Late Payments), \$400.00 per day that the payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the stipulated penalties by EPA. The Settling Party shall identify all payments to EPA under this Paragraph as "stipulated penalties" and shall reference the Site name, the Site/Spill ID Number and the EPA docket number, as provided in Paragraph 13. The Settling Party shall make any payment of stipulated penalties at <https://www.pay.gov> in accordance with the payment instructions provided in Paragraph 13.

c. At the time of payment, the Settling Party must send notice that payment has been made as provided in Paragraph 15 (Notice of Payment).

d. Stipulated penalties will accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Party of the violation or made a demand for payment, but penalties need only be paid by the Settling Party upon demand by EPA. All penalties will begin to accrue on the day after payment is due.

VI. COVENANTS BY EPA

18. **Covenants for Settling Party by EPA.** Except as specifically provided in Section VII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against the Settling Party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs, as defined in Paragraph 12 (Payment by Settling Party). These covenants will take effect upon the Effective Date, as defined in Paragraph 27. These covenants are conditioned upon the satisfactory performance by the Settling Party of its obligations under this Settlement Agreement. These covenants extend only to the Settling Party and do not extend to any other person.

VII. RESERVATIONS OF RIGHTS BY EPA

19. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against the Settling Party. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to:

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

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

VIII. COVENANTS BY SETTLING PARTY

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

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the

Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs or the Settling Party's response costs.

IX. EFFECT OF SETTLEMENT/CONTRIBUTION

22. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section VIII (Covenants by Settling Party), the Settling Party expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party to this Settlement Agreement. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. §§ 9613 (f)(2) and (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).

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

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

25. This Settlement Agreement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement.

X. PUBLIC COMMENT

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

XI. ATTORNEY GENERAL APPROVAL

27. Under Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), the approval of the Attorney General or her designee is not required for this Settlement Agreement.

XII. EFFECTIVE DATE

28. The Effective Date of this Settlement Agreement will be the date upon which EPA issues written notice to the Settling Party that (i) the public comment period under Paragraph 23 has closed, and (ii) the EPA has determined not to withhold its consent or seek to modify this Settlement Agreement based on any comments received.

29. Notice of the Effective Date and any other notice to be sent to the Settling Party under this Settlement Agreement should be sent to:

Michael Dillon
Manko, Gold, Katcher & Fox LLP
Three Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004
Tel: 484-430-2335
Email: mdillon@mankogold.com

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

PAUL LEONARD Digitally signed by PAUL
LEONARD
Date: 2025.12.18 11:01:05 -05'00'

PAUL LEONARD

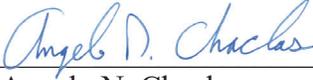
Director

Superfund and Emergency Management Division

Signature Page for Settlement Agreement Regarding Altuglas Polymer Release Site (a/k/a
Trinseo Polymer Release Site)

FOR _____ :
Altuglas LLC

December 10, 2025
Dated



Angelo N. Chaclas
Sr. Vice President, Chief Legal Officer,
Chief Compliance Officer and Corporate Secretary
Altuglas LLC