

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

U.S. Smelter and Lead Refinery, Inc.
Site, East Chicago, Indiana

Atlantic Richfield Company,
E. I. du Pont de Nemours and Company,
The Chemours Company FC, LLC, and
United States Metals Refining Company,

Respondents.

Proceeding Under Sections 104, 106(a),
107 and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, 42 U.S.C. §§ 9604,
9606(a), 9607 and 9622

Docket No. **V-W-17-C-004**

**ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT
FOR REMOVAL ACTIONS IN ZONES 2 AND 3 OF OPERABLE UNIT 1 OF
THE U.S. SMELTER AND LEAD REFINERY, INC. SUPERFUND SITE**

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS.....	1
II.	PARTIES BOUND	1
III.	DEFINITIONS.....	2
IV.	FINDINGS OF FACT.....	10
V.	CONCLUSIONS OF LAW AND DETERMINATIONS	13
VI.	SETTLEMENT AGREEMENT AND ORDER.....	15
VII.	DESIGNATION OF Z2 TST&D SUPERVISING CONTRACTOR, PROJECT COORDINATOR, AND EPA’S ON-SCENE COORDINATOR.....	15
VIII.	Z2&3 ASAOC WORK AND Z2&3 ASAOC OTHER WORK TO BE PERFORMED.....	16
IX.	PROPERTY REQUIREMENTS	20
X.	ACCESS TO INFORMATION	21
XI.	RECORD RETENTION	22
XII.	COMPLIANCE WITH OTHER LAWS	23
XIII.	EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES	23
XIV.	PAYMENT OF Z2&3 ASAOC RESPONSE COSTS	24
XV.	DISPUTE RESOLUTION	28
XVI.	FORCE MAJEURE	29
XVII.	STIPULATED PENALTIES	31
XVIII.	COVENANTS BY EPA	33
XIX.	RESERVATIONS OF RIGHTS BY EPA	33
XX.	COVENANTS BY RESPONDENTS.....	35
XXI.	OTHER CLAIMS	36
XXII.	EFFECT OF SETTLEMENT/CONTRIBUTION	37
XXIII.	INDEMNIFICATION.....	38
XXIV.	INSURANCE.....	39
XXV.	FINANCIAL ASSURANCE	39
XXVI.	MODIFICATION	44
XXVII.	NOTICE OF COMPLETION OF Z2&3 ASAOC WORK.....	44
XXVIII.	NOTICES AND SUBMISSIONS	44
XXIX.	INTEGRATION/APPENDICES	47
XXX.	EFFECTIVE DATE.....	48

APPENDICES

- Appendix A: Z2&3 ASAO SOW
- Appendix B: Map of USS Lead Site OU1 and OU2
- Appendix C: Map of USS Lead Site OU1 – Zones 1, 2, and 3
- Appendix D: Map of Chemours Property
- Appendix E: Preliminary List of Z2 Priority Properties
- Appendix F: Preliminary List of Z2&3 Interior Sampling Residences
- Appendix G: Action Memorandum–4th Amendment
- Appendix H: Action Memorandum–5th Amendment
- Appendix I: Record of Decision
- Appendix J: Form of Financial Assurance: Surety Bond (Chemours)
- Appendix K: Form of Financial Assurance: Surety Bond (Atlantic Richfield)

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent is entered into voluntarily by the United States Environmental Protection Agency (EPA) and Atlantic Richfield Company, E. I. du Pont de Nemours and Company, The Chemours Company FC, LLC, and United States Metals Refining Company (Respondents). This Administrative Settlement Agreement and Order on Consent provides for the performance of certain removal actions by Respondents and the payment of certain response costs incurred by the United States at or in connection with Zones 2 and 3 of Operable Unit 1 of the U.S. Smelter and Lead Refinery, Inc. Superfund Site (the "Site") in East Chicago, Indiana. This Administrative Settlement Agreement and Order on Consent shall hereafter be referred to as the Z2&3 ASAOC.

2. This Z2&3 ASAOC is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622 (CERCLA). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to Regional Administrators by EPA Delegation Nos. 14-14-A (Determinations of Imminent and Substantial Endangerment, Nov. 1, 2001), 14-14-C (Administrative Actions Through Consent Orders, April 15, 1994) and 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, May 11, 1994). These authorities were further redelegated by the Regional Administrator of EPA Region 5 to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C, and 14-14-D.

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

4. EPA and Respondents recognize that this Z2&3 ASAOC has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Z2&3 ASAOC do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Z2&3 ASAOC, 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 Z2&3 ASAOC. Respondents agree to comply with and be bound by the terms of this Z2&3 ASAOC and further agree that they will not contest the basis or validity of this Z2&3 ASAOC or its terms in any action to implement or enforce this Z2&3 ASAOC.

II. PARTIES BOUND

5. This Z2&3 ASAOC is binding upon EPA and upon Respondents and their successors, and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Z2&3 ASAOC.

6. Respondents are jointly and severally liable for carrying out all activities required by this Z2&3 ASAOC. In the event of the insolvency or other failure of any Respondent to

implement the requirements of this Z2&3 ASAO, the remaining Respondents shall complete all such requirements.

7. Each Respondent certifies that its undersigned representative is fully authorized to enter into the terms and conditions of this Z2&3 ASAO and to execute and legally bind that Respondent to this Z2&3 ASAO.

8. Respondents shall provide a copy of this Z2&3 ASAO to each contractor hired to perform the Zone 2 Temporary Storage, Transportation and Disposal Work (Z2 TST&D Work) required by this Z2&3 ASAO and to each person representing any Respondent with respect to the Z2 TST&D Work, and shall condition all contracts entered into hereunder upon performance of the Z2 TST&D Work in conformity with the terms of this Z2&3 ASAO. Respondents or their contractors shall provide written notice of the Z2&3 ASAO to all subcontractors hired to perform any portion of the Z2 TST&D Work required by this Z2&3 ASAO. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Z2 TST&D Work in accordance with the terms of this Z2&3 ASAO.

III. DEFINITIONS

9. Unless otherwise expressly provided in this Z2&3 ASAO, terms used in this Z2&3 ASAO 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 Z2&3 ASAO or its attached appendices, the following definitions shall apply:

a. “2014 Consent Decree” shall mean the Consent Decree entered in the case of *United States, et al. v. Atlantic Richfield Co., et al.*, Civil Action No. 2:14-CV-312 (N.D. Ind.) on October 28, 2014.

b. “Action Memorandum—4th Amendment” or “Fourth Amendment” shall mean the document titled “Action Memorandum—4th Amendment” transmitted by EPA Region 5 to EPA Headquarters on October 24, 2016, and signed by the Assistant Administrator of the Office of Land and Emergency Management of the U.S. Environmental Protection Agency on October 28, 2016. The Fourth Amendment is attached as Appendix G.

c. “Action Memorandum—5th Amendment” or “Fifth Amendment” shall mean the document titled “Action Memorandum—5th Amendment” transmitted by EPA Region 5 to EPA Headquarters on February 28, 2016, and signed by the Acting Assistant Administrator of the Office of Land and Emergency Management of the U.S. Environmental Protection Agency on March 14, 2017. The Fifth Amendment is attached as Appendix H.

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

e. “Chemours Property” shall mean the property located at 5215 Kennedy Avenue, East Chicago, Indiana. A map showing the Chemours Property is attached as Appendix D.

f. “Day” or “day” shall mean a calendar day. In computing any period of time under this Z2&3 ASAO, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

g. “Effective Date” shall mean the effective date of this Z2&3 ASAO as provided in Section XXX.

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

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

j. “Final List of Z2 Priority Properties” shall mean the list that EPA prepares pursuant to Paragraph 19.b identifying all properties within Zone 2 that are subject to Z2 Exterior Removal Actions funded by the Respondents pursuant to this Z2&3 ASAO.

k. “Final List of Z2&3 Interior Sampling Residences” shall mean the list that EPA prepares pursuant to Paragraph 22.b identifying all residences within Zones 2 and 3 that are subject to Z2&3 Interior Sampling Work funded by the Respondents pursuant to this Z2&3 ASAO.

l. “Final List of Z2&3 Interior Cleaning Residences” shall mean the list that EPA prepares pursuant to Paragraph 26.b identifying all residences within Zone 2 and 3 that are subject to the Z2&3 Interior Cleaning Work funded by the Respondents pursuant to this Z2&3 ASAO.

m. “IDEM” shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State.

n. “Institutional Controls” or “ICs” shall mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (i) limit land, water, or resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (ii) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the protectiveness of the Z2 Exterior Removal Actions; and/or (iii) provide information intended to modify or guide human behavior at or in connection with the Site.

o. “Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund, 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 <http://www.epa.gov/superfund/superfund-interest-rates>.

p. “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.

q. “OU1” or “Operable Unit 1” shall mean the surface and subsurface soil of the area located inside the red highlighted boundaries on Appendix B. OU1 is generally bounded on the north by East Chicago Avenue; on the east by Parrish Avenue; on the south by East 151st Street/149th Place; and on the west by the Indiana Harbor Canal.

r. “OU2” or “Operable Unit 2” shall mean groundwater associated with the Site as well as the surface soil, subsurface soil, and sediments located inside the blue highlighted boundaries on Appendix B. The area within the blue highlighted boundaries on Appendix B consists of approximately 79 acres, is commonly known as 5300 Kennedy Avenue, and is generally bounded on the north by the Indiana Harbor Belt Railroad; on the east by Kennedy Avenue; on the south and west by the Grand Calumet River; and on the northwest by the Indiana Harbor Canal.

s. “Paragraph” shall mean a portion of this Z2&3 ASAOC identified by an Arabic numeral and shall also mean any Subparagraphs thereof, identified by lower case letters and, in some cases, also Arabic numerals in parenthesis.

t. “Parties” shall mean EPA and the Respondents.

u. “Other Response Costs” shall mean all costs, including but not limited to, direct and indirect costs, that the United States has paid or will pay at or in connection with the Site plus Interest on all such costs, except for Z2&3 ASAOC Response Costs.

v. “Preliminary List of Z2 Priority Properties” shall mean the list of properties in Zone 2 that, as of the Effective Date of this Z2&3 ASAOC, meet criteria (2) and (3) of the definition of “Z2 Priority Properties” set forth in Paragraph 9.qq. The Preliminary List of Z2 Priority Properties is set forth in Appendix E. The addresses are coded to protect Personally Identifiable Information.

w. “Preliminary List of Z2&3 Interior Sampling Residences” shall mean the list of residences in Zones 2 and 3 that, as of the Effective Date of this Z2&3 ASAOC, both (i) meet criterion (2) of the definition of “Z2&3 Interior Sampling Residence” set forth in Paragraph 9.ddd; and (ii) are scheduled by EPA to have the soil associated with the residence cleaned up in 2017. The Preliminary List of Z2&3 Interior Sampling Residences is set forth in Appendix F. The addresses are coded to protect Personally Identifiable Information.

x. “Post-Removal Site Control” shall mean actions necessary to ensure the effectiveness and integrity of the Z2 Exterior Removal Actions to be performed pursuant to this Z2&3 ASAOC consistent with Sections 300.415(l) and 300.5 of the NCP and “Policy on Management of Post-Removal Site Control” (OSWER Directive No. 9360.2-02, Dec. 3, 1990).

y. “Proprietary Controls” shall mean easements or covenants running with the land that: (i) limit land, water, or other resource use and/or provide access rights; and (ii) are created pursuant to common law or statutory law by an instrument that is recorded in the appropriate land records office.

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

aa. “Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to OU1 of the Site signed on November 30, 2012, by the Director of the Superfund Division, EPA Region 5, and all attachments thereto. The ROD is attached as Appendix I.

bb. “Remedial Action” shall mean the remedial action selected in the ROD.

cc. “Remedial Action Levels” or “RALs” shall mean, for residential properties, 400 parts per million (“ppm”) lead and 26 ppm arsenic and for commercial and industrial properties, 800 ppm lead and 26 ppm arsenic.

dd. “Respondents” shall mean Atlantic Richfield Company, E. I. du Pont de Nemours and Company, The Chemours Company FC, LLC, and United States Metals Refining Company.

ee. “Section” shall mean a portion of this Z2&3 ASAO identified by a Roman numeral.

ff. “Site” shall mean the U.S. Smelter and Lead Refinery, Inc. Superfund Site, located in the City of East Chicago, Lake County, Indiana, and depicted generally on the map attached as Appendix B. The Site includes both OU1 and OU2.

gg. “State” shall mean the State of Indiana.

hh. “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.

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

jj. “USS Lead Z2&3 ASAO Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, to be established pursuant to this Z2&3 ASAO for Zones 2 and 3 of OU1 of the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3). This Special Account is associated with Site/Spill ID Number 05 3J.

kk. “Waste Material” shall mean (i) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), or under Indiana Code 13-11-2-98; (ii) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33), or under Indiana Code 13-11-2-42; (iii) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), or under Indiana Code 13-11-2-205; (iv) any “hazardous material” under Indiana Code 13-11-2-96(b); and (v) any “hazardous waste” under Indiana Code 13-11-2-99(c).

ll. “Z1” or “Zone 1” shall mean the surface and subsurface soil found in an area located inside the yellow highlighted boundaries on Appendix C and labeled as “Zone 1.” Zone 1 is generally bordered: (1) on the north by the northern boundary of the Carrie Gosch Elementary School and a line extending eastward from that boundary to the eastern edge of a north/south utility right of way that runs parallel to McCook Avenue north of East 149th Place;

(2) on the east by: (i) the eastern-most edge of a north/south utility right of way that runs parallel to McCook Avenue until East 149th Place, and (ii) McCook Avenue between East 149th Place and 151st Street; (3) on the south by East 151st Street; and (4) on the west by the Indiana Harbor Canal.

mm. “Z2” or “Zone 2” shall mean the surface and subsurface soil found in an area located inside the yellow highlighted boundaries on Appendix C and labeled as “Zone 2.” Zone 2 is generally bordered: (1) on the north by Chicago Avenue; (2) on the east, by the eastern edge of the railroad right of way that runs principally north and south and is labeled on Appendix C as “Elgin Joliet and Eastern Rlwy”; (3) on the south by East 151st Street; and (4) on the west by: (i) the Indiana Harbor Canal between Chicago Avenue and the northern boundary of the Carrie Gosch Elementary School; (ii) the eastern-most edge of a north/south utility right of way that runs parallel to McCook Avenue until East 149th Place, and (iii) McCook Avenue between East 149th Place and 151st Street.

nn. “Z3” or “Zone 3” shall mean the surface and subsurface soil found in an area located inside the yellow highlighted boundaries on Appendix C and labeled as “Zone 3.” Zone 3 is generally bordered: (1) on the north by Chicago Avenue; (2) on the east by Parrish Avenue; (3) on the south by the northern edge of the railroad right of way located generally to the south of East 149th Place and labeled on Appendix C as “Elgin Joliet and Eastern Rlwy”; and (4) on the west by the eastern edge of the railroad right of way that runs principally north and south and is labeled on Appendix C as “Elgin Joliet and Eastern Rlwy.” The triangular plot of land bounded by several railroad spurs in the southeastern portion of the area labeled Zone 3 on Appendix C is a part of Zone 3.

oo. “Z2 Exterior Design Work” shall mean those activities already undertaken or to be undertaken by EPA, including securing access, to develop final plans and specifications for the cleanup of the soils of Zone 2 properties. EPA has undertaken and will continue to undertake all Z2 Exterior Design Work, including Z2 Exterior Design Work for Z2 Priority Properties, outside the coverage of this Z2&3 ASAOC.

pp. “Z2 Exterior Removal Actions” shall mean removal actions that take place pursuant to this Z2&3 ASAOC after the Effective Date in the yards of Z2 Priority Properties. The Z2 Exterior Removal Actions generally include but are not limited to: (i) excavating soils that exceed the RALs; (ii) backfilling the excavations with clean fill; (iii) implementing, if necessary, Post-Removal Site Controls; (iv) restoring the excavated areas; (v) securing access for the purpose of undertaking activities (i)–(iv); (vi) temporarily storing and managing the Waste Material at the Chemours Property; and (vii) transporting the Waste Material off-site to an appropriate, EPA-permitted, licensed disposal facility.

qq. “Z2 Priority Property” shall mean a property in Zone 2 of OU1 where:

- (1) EPA secures access to implement Z2 Exterior Removal Actions;
- (2) The soil has not previously been remediated to standards that meet the RALs; and

- (3) One or any combination of the following is present:
- i. the top six inches of soil has lead in excess of 1200 ppm and/or arsenic in excess of 68 ppm; and/or
 - ii. a member of a sensitive population (that is, a pregnant woman and/or a child under 7 years of age) lives within a residence located on the property and the top six inches of soil has lead in excess of 400 ppm; and/or
 - iii. one or more children under 7 years of age has/have a blood lead level equal to or greater than 10 micrograms/deciliter (based on venous testing in 2016 or later) and live(s) within a residence located on the property where one or more yards associated with the property qualify(ies) for remediation based on exceeding the 400 ppm RAL for lead.

The Preliminary List of Z2 Priority Properties is set forth in Appendix E. The Final List of Z2 Priority Properties shall be developed by EPA pursuant to Paragraph 19.b.

rr. “Z2 TST&D Plan” shall mean the document developed pursuant to Section 4 of the A2&3 ASAOC SOW and approved by EPA, and any modifications thereto.

ss. “Z2 TST&D Supervising Contractor” or “Zone 2 Temporary Storage, Transportation and Disposal Supervising Contractor” shall mean the principal contractor retained by Respondents to supervise and direct the implementation of the Z2 TST&D Work under this Z2&3 ASAOC.

tt. “Z2 TST&D Work” or “Zone 2 Temporary Storage, Transportation, and Disposal Work” shall mean the TST&D Work required of Respondents in Zone 2 under this Z2&3 ASAOC. The Z2 TST&D Work includes but is not limited to: (i) accepting from EPA, at the Chemours Property, Waste Material that EPA excavates and removes from the yards of the Zone 2 Priority Properties; (ii) implementing dust suppression on and maintenance of the roads used within the Chemours Property for trucks transporting Waste Material; (iii) temporarily storing and managing the Waste Material on the Chemours Property; and (iv) transporting the Waste Material off the Chemours Property to an appropriate, EPA-permitted, licensed disposal facility.

uu. “Z2&3 ASAOC” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIX (Integration/Appendices)). In the event of conflict between this Z2&3 ASAOC and any appendix, this Z2&3 ASAOC shall control.

vv. “Z2&3 ASAOC Available Funds” shall mean the funds available in the USS Lead Z2&3 ASAOC Special Account together with any other funds available to EPA to spend on the Z2&3 Removal Actions that originated from the USS Lead Z2&3 ASAOC Special Account. Z2&3 ASAOC Available Funds does not include any money within the EPA Hazardous Substance Superfund apart from the money in or originating from the USS Lead

Z2&3 ASAOC Special Account. Z2&3 ASAOC Available Funds also does not include any funds within the USS Lead Z1&3 Special Account established pursuant to the 2014 Consent Decree or any Z1&3 Available Funds as that term is defined in Paragraph 4.xx of the 2014 Consent Decree.

ww. “Z2&3 Data Management Work” shall mean all activities, after the Effective Date of this Z2&3 ASAOC, undertaken by EPA to develop, manage, and implement proper data management for the data generated by the Z2&3 ASAOC Other Work and the Z2 TST&D Work. The Z2&3 Data Management Work generally includes but is not limited to: (i) coordinating and managing electronic data deliverables; (ii) uploading and managing data in SCRIBE (which is an EPA-developed software program for managing environmental data); (iii) publishing data to a geoplatform viewer; (iv) creating SQL (*i.e.*, Structured Query Language) query views; (v) migrating data to EPA’s Environmental Quality Information System (EQulS) and managing it; (vi) maintaining a Site-specific data management plan; (vii) conducting Quality Assurance/Quality Control (QA/QC) data reviews; (viii) developing applications for data entry, storage, query, visualization, and analysis; and (ix) generating maps and/or other visualization tools that enhance data decision making.

xx. “Z2&3 ASAOC Response Costs” shall mean all costs including, but not limited to, direct and indirect costs, that the United States incurs after the Effective Date of this Z2&3 ASAOC in implementing the Z2&3 ASAOC Other Work (including but not limited to reviewing or developing plans or reports for implementing the Z2&3 ASAOC Other Work), in overseeing implementation of Respondents’ Z2&3 ASAOC Work, in reviewing or developing plans, reports, or other deliverables submitted by Respondents pursuant to this Z2&3 ASAOC, or in otherwise implementing, overseeing, or enforcing this Z2&3 ASAOC. The costs include, but are not limited to, costs associated with this Z2&3 ASAOC and incurred after the Effective Date for payroll, contractors, travel, laboratory, the Department of Justice, costs incurred pursuant to Section IX (Property Requirements) (including, but not limited to, the cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, including but not limited to Institutional Controls and the amount of just compensation), Section XIII (Emergency Response and Notification of Releases), Section XV (Dispute Resolution); Paragraph 85 (Work Takeover), Paragraph 108 (Access to Financial Assurance); and litigation costs associated with this Z2&3 ASAOC. The Z2&3 ASAOC Response Costs do not include Z2 Exterior Design Work, community involvement costs, Agency for Toxic Substances and Disease Registry (ATSDR) costs, costs associated with the operation and maintenance of Remedial Action in Zone 2 or 3 pursuant to the ROD, costs incurred pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) (sometimes referred to as “5-year remedy reviews”) in Zones 2 or 3, or Other Response Costs.

yy. “Z2&3 ASAOC Other Work” shall mean all activities that EPA performs under this Z2&3 ASAOC. Z2&3 ASAOC Other Work does not include Z2 Exterior Design Work, community involvement actions relating to Zones 2 or 3, Agency for Toxic Substances and Disease Registry (ATSDR) actions relating to Zones 2 or 3, actions associated with the operation and maintenance of Remedial Action in Zones 2 or 3 pursuant to the ROD, or actions undertaken pursuant to Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) in Zones 2 or 3. It also does not include any activities that EPA performs in Zone 1 or OU2.

zz. “Z2&3 ASAOC SOW” shall mean the statement of work set forth in Appendix A, and any modifications made thereto in accordance with this Z2&3 ASAOC.

aaa. “Z2&3 ASAOC Work” shall mean all activities and obligations Respondents are required to perform under this Z2&3 ASAOC, except the activities required under Section XI (Retention of Records).

bbb. “Z2&3 Interior Cleaning Residence” shall mean a residence in Zone 2 or Zone 3 where:

- (1) EPA secures access to the interior of the residence to clean;
- (2) The interior of the residence has not previously been cleaned; and
- (3) The results of Z2&3 Interior Sampling Work in one or more areas of the residence reveal lead contamination in excess of 316 ppm and/or arsenic contamination in excess of 26 ppm.

The Final List of Z2&3 Interior Cleaning Residences shall be developed by EPA pursuant to Paragraph 26.b.

ccc. “Z2&3 Interior Cleaning Work” shall mean all activities, after the Effective Date of this Z2&3 ASAOC, undertaken by EPA pursuant to this Z2&3 ASAOC to develop and implement one or more plans for the purpose of cleaning the interior of residences in Zones 2 and/or 3.

ddd. “Z2&3 Interior Sampling Residence” shall mean a residence in Zone 2 or 3 where:

- (1) EPA secures access to the interior of the residence to undertake dust sampling for lead and arsenic and to screen for lead-based paint;
- (2) The interior of the residence has not previously been sampled; and
- (3) The following:
 - i. For a residence in Zone 2, the residence is located on a property that is a Z2 Priority Property and EPA has completed restoration of the excavated areas, except for the 30-day maintenance period, of all yards (there may be a front yard, a back yard, and/or one or more side yards) on the property that require cleanup;
 - ii. For a residence located in Zone 3, soil in one or more of the yards associated with the residence has lead and/or arsenic in concentrations that that qualify the yard(s) for remediation and EPA has completed restoration of the

excavated areas, except for the 30-day maintenance period, of all yard(s) on the property that require cleanup.

The Preliminary List of properties within Zones 2 and 3 that have residences associated with those properties that qualify as Z2&3 Interior Sampling Residences is set forth in Appendix F. The Final List of Z2&3 Interior Sampling Residences shall be developed by EPA pursuant to Paragraph 22.b.

eee. “Z2&3 Interior Sampling Work” shall mean all activities, after the Effective Date of this Z2&3 ASAOC, undertaken by EPA pursuant to this Z2&3 ASAOC to develop and implement one or more plans for the purpose of sampling and screening the interior of residences in Zones 2 and/or 3. The sampling shall include: (i) sampling dust in the interior of a residence for lead and arsenic contamination; and (ii) screening the interior of a residence for the presence of lead-based paint.

fff. “Z2&3 Interior Removal Actions” shall mean the Z2&3 Interior Sampling Work and the Z2&3 Interior Cleaning Work.

ggg. “Z2&3 Removal Actions” shall mean the Z2 Exterior Removal Actions, the Z2&3 Interior Removal Actions, and the Z2&3 Data Management Work.

IV. FINDINGS OF FACT

10. EPA hereby makes the following findings of fact:

a. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List (NPL), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on April 9, 2009, 74 Fed. Reg. 16,126–34.

b. The Site consists of two Operable Units: OU1 and OU2, both defined above. OU1 has been further divided into three zones: Zone 1 (Z1), Zone 2 (Z2), and Zone 3 (Z3), also defined above.

c. In response to a release or a substantial threat of a release of hazardous substances at or from OU1 of the Site, EPA commenced, in June 2009, a Remedial Investigation and Feasibility Study (RI/FS) of OU1 of the Site pursuant to 40 C.F.R. § 300.430.

d. EPA completed a Remedial Investigation (RI) Report and a Feasibility Study (“FS”) Report of OU1 in June 2012.

e. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS for OU1 and of the proposed plan for remedial action for OU1 on July 12, 2012, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Director of the Superfund Division, EPA Region 5, based the selection of the response action for OU1.

f. The decision by EPA on the remedial action to be implemented at OU1 of the Site is embodied in a final Record of Decision (ROD), executed on November 30, 2012, on which the State has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

g. By Consent Decree entered on October 28, 2014, EPA and certain of the Respondents reached an agreement regarding remedial design and remedial action (RD/RA) in Zones 1 and 3 of OU1 of the Site. RD/RA work under the 2014 Consent Decree commenced in November 2014. In the summer of 2016, EPA suspended RD/RA work in Zone 1 because of a possible change in the intended future use of the properties in Zone 1. EPA is undertaking an Addendum to the FS as it applies to Zone 1. EPA continues RD/RA work in Zone 3 pursuant to the 2014 Consent Decree.

h. In July 2016, outside of the 2014 Consent Decree, EPA began conducting extensive soil sampling within Zone 2 as part of the Remedial Design process for OU1. As of February 7, 2017, EPA had sampled 499 properties in Zone 2 out of approximately 590. 404 of the sampled properties have contamination that equals or exceeds 400 ppm lead and/or 26 ppm arsenic in the top 24 inches of soil. In addition, data from that sampling and information from access agreements revealed that a total of 89 properties had: (1) concentrations in surface soil (0 to 6 inches below ground surface (bgs) at or above 1200 ppm for lead and at or above 68 ppm arsenic; and/or (2) concentrations in surface soil at or above 400 ppm lead where EPA had reason to believe sensitive populations (pregnant women and or children six and under) lived. 17 out of those 89 properties were cleaned up in 2016.

i. Data results from indoor dust sampling that took place in Zone 1 in the summer and fall of 2016 revealed that 110 out of 269 residences within that Zone exceeded EPA's 316 ppm screening level for lead for indoor living spaces. In the fall of 2016, EPA undertook indoor dust sampling in Zones 2 and 3. It compared those results to the indoor screening level of 316 ppm for lead and 26 ppm for arsenic. In Zone 2, 15 of the 30 sampled residences had results that exceeded the screening levels. In Zone 3, 17 of the 36 sampled residences had results that exceeded the screening levels.

j. Lead is a hazardous substance, as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). The Agency for Toxic Substances and Disease Registry (ATSDR) has determined that exposure to lead presents human health risks. Lead exposure via inhalation and/or ingestion can have detrimental effects on almost every organ and system in the human body. Exposure may occur from direct ingestion of soil in yards, soil tracked indoors (house dust), and inhalation of fugitive dust. Lead can cause a variety of health problems to people who are exposed to it. Potential human receptors include residents, with a particular concern for children six years of age and under and pregnant or nursing women. Children are at greatest risk from the toxic effects of lead. Initially, lead travels in the blood to the soft tissues (heart, liver, kidney, brain, etc.). Then, it gradually redistributes to the bones and teeth where it tends to remain. Children exposed to high levels of lead have exhibited nerve damage, liver damage, colic, anemia, brain damage, and death. The most serious effects associated with markedly elevated blood lead levels include neurotoxic effects such as irreversible brain damage.

k. Arsenic is a hazardous substance, as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). ATSDR has determined that exposure to arsenic presents human health risks. Ingesting very high levels of arsenic can result in death. Exposure to lower levels can cause nausea and vomiting, decreased production of red and white blood cells, abnormal heart rhythm, damage to blood vessels, and a sensation of “pins and needles” in hands and feet. Ingesting or breathing low levels of inorganic arsenic for a long time can cause a darkening of the skin and the appearance of small “corns” or “warts” on the palms, soles, and torso. Skin contact with inorganic arsenic may cause redness and swelling. Several studies have shown that ingestion of inorganic arsenic can increase the risk of skin cancer and cancer in the liver, bladder, and lungs. Inhalation of inorganic arsenic can cause increased risk of lung cancer. The Department of Health and Human Services (DHHS) and the EPA have determined that inorganic arsenic is a known human carcinogen (ATSDR, Chemical Abstract Services [CAS] # 7440-38-2], August 2007).

l. Z2 Exterior Removal Actions. In Action Memorandum–Fourth Amendment, EPA authorized certain removal actions in the yards of properties in Zone 2 of OU1 of the Site that had greater than 1200 ppm lead and/or greater than 68 ppm arsenic in the top six inches of soil.

m. In Action Memorandum–Fifth Amendment, EPA authorized certain removal actions in the yards of the following additional categories of properties in Zone 2: (1) a property where a member of a sensitive population (that is, a pregnant woman and/or a child under 7 years of age) lives within a residence located on the property and the top six inches of soil has lead in excess of 400 ppm; and/or (2) a property where one or more children under 7 years of age has/have a blood lead level equal to or greater than 10 micrograms/deciliter and live(s) within a residence located on the property where the top twenty-four inches of soil has lead in excess of 400 ppm.

n. EPA concluded that the “Z2 Priority Properties,” as defined in Paragraph 9.qq pose greater risks to residents living at those properties. The use of Superfund removal authorities to address this greater risk is consistent with the current Removal Management Levels, the *Superfund Lead-Contaminated Residential Sites Handbook* (August 2003), and Office of Land and Emergency Management Directive 9200.2-167 (December 22, 2016).

o. With respect to the removal actions in the yards of Zone 2, EPA already has implemented and will continue to implement—outside the coverage of this Z2&3 ASAOC—all activities (including sampling) necessary for designing the excavation activities in the yards in Zone 2.

p. By contrast—within the coverage of this Z2&3 ASAOC—EPA’s activities in the yards of Zone 2 will involve excavating contaminated soil; restoring yards; transporting Waste Material to the Chemours Property; securing access; implementing Post-Removal Site Control; and, if necessary, implementing Proprietary and/or Institutional Controls.

q. Respondents’ activities—under this Z2&3 ASAOC with respect to the Zone 2 soil removal activities—involve performing the Z2 TST&D Work. The Z2 TST&D

Work includes accepting from EPA, at the Chemours Property, Waste Material that EPA excavates and removes from the yards of the Zone 2 Priority Properties; implementing dust suppression on and maintenance of the roads used within the Chemours Property for trucks transporting Waste Material; temporarily storing and managing the Waste Material at the Chemours Property; and transporting the Waste Material off of the Chemours Property to an appropriate, EPA-permitted, licensed disposal facility.

r. For purposes of remedial design work, EPA has conducted sampling at 499 properties in Zone 2 and 419 properties in Zone 3. On the basis of that sampling, EPA has determined that the soil in these Zones is relatively shallow and that native sand is relatively close to ground surface or surface grade. In the fall of 2016, EPA performed soil cleanup at 17 residential properties in Zone 2 and 37 residential properties and one park in Zone 3. EPA found contamination below 24 inches bgs that exceeded the RALs at 1 residential property in Zone 2 and 10 residential properties in Zone 3. All the contamination was between 24 and 36 inches bgs, except for the back yard of one Zone 3 property where it extended to 41 inches bgs. EPA determined that would be faster and more cost effective at each of these 11 properties to remove all of the contaminated soil rather than install a visible barrier and make efforts to secure Proprietary and, possibly, Institutional Controls. In the end, EPA estimated that for all 11 properties, the total volume of contaminated soil that it excavated below 24 inches bgs was approximately 113 cubic yards.

s. Z2&3 Interior Removal Actions. The Fourth and Fifth Amendments also authorized certain removal actions in the interior of residences in Zones 2 and 3. The removal actions authorized in the interior of Z2&3 residences include sampling indoor dust for lead and arsenic and screening indoor paint for lead. The Z2&3 residences where this sampling is authorized are those that meet the criteria set forth in the definition of “Z2&3 Interior Sampling Residences” at Paragraph 9.ddd.

t. The removal actions authorized in the interior of Z2&3 residences also includes cleaning the interior of residences that qualify for cleaning by EPA. The Z2&3 residences where this cleaning is authorized are those that meet the criteria set forth in the definition of “Z2&3 Interior Cleaning Residences” in Paragraph 9.bbb.

u. With respect to the Z2&3 Interior Removal Actions, EPA shall be responsible for performing all actions.

v. Respondents shall pay all Z2&3 ASAOC Response Costs not inconsistent with the NCP.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

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

a. The U.S. Smelter and Lead Refinery, Inc. Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

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

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

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(1) Respondent Atlantic Richfield Company is the successor to an “owner” and/or “operator,” 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), of a facility at the time of disposal of hazardous substances at the Site.

(2) Respondent E. I. du Pont de Nemours and Company was the “owner” and/or “operator,” 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), of a facility at the time of disposal of hazardous substances at the Site.

(3) Respondent The Chemours Company FC, LLC, is (1) the successor to an “owner” and/or “operator,” as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1), of a facility from which there were releases of hazardous substances; and (2) the successor to an “owner” and/or “operator,” 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), of a facility at the time of disposal of hazardous substances at the Site.

(4) Respondent United States Metals Refining Company was the “owner” and/or “operator,” 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), of a facility at the time of disposal of hazardous substances at the Site.

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

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

g. The response actions required by this Z2&3 ASAO are necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the

terms of this Z2&3 ASAOC, 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, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Z2&3 ASAOC, including, but not limited to, all appendices to this Z2&3 ASAOC and all documents incorporated by reference into this Z2&3 ASAOC.

VII. DESIGNATION OF Z2 TST&D SUPERVISING CONTRACTOR, PROJECT COORDINATOR, AND EPA'S ON-SCENE COORDINATOR

13. Respondents shall retain one or more contractors or subcontractors to perform the Z2 TST&D Work and shall notify EPA of the names, titles, addresses, telephone numbers, email addresses, and qualifications of such contractors or subcontractors within 20 days after the Effective Date. Respondents shall also notify EPA of the names, titles, contact information, and qualifications of any other contractors or subcontractors retained to perform the Z2 TST&D Work at least 10 days prior to commencement of such Z2 TST&D Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondents. If EPA disapproves of a selected contractor or subcontractor, Respondents shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name, title, contact information, and qualifications within 30 days after EPA's disapproval. With respect to any proposed Z2 TST&D Supervising Contractor, Respondents shall demonstrate that the proposed contractor demonstrates compliance with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs – Requirements with guidance for use" (American Society for Quality, February 2014), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, Reissued May 2006) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Z2 TST&D Work for Respondents shall be subject to EPA's review for verification based on objective assessment criteria (e.g., experience, capacity, technical expertise) and that they do not have a conflict of interest with respect to the project.

14. Within 10 days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Z2&3 ASAOC and shall submit to EPA the designated Project Coordinator's name, title, address, telephone number, email address, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator who does not meet the requirements of Paragraph 13. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information, and qualifications within 10 days following EPA's disapproval. Notice or communication relating to this Z2&3 ASAOC from EPA to Respondents' Project Coordinator shall constitute notice or communication to all Respondents.

15. EPA has designated Jacob Hassan, Daniel Haag, and Kristina Behnke of the Region 5 Superfund Division as the On-Scene Coordinators (OSCs). EPA and Respondents, subject to Paragraph 14, shall have the right to change their respective designated OSCs or Project Coordinator. Respondents shall notify EPA 5 days before such a change is made. The initial notification by Respondents may be made orally, but shall be promptly followed by a written notice.

16. The OSCs shall be responsible for overseeing Respondents' implementation of this Z2&3 ASAOC. The OSCs shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Z2 TST&D Work required by this Z2&3 ASAOC, or to direct any other removal action undertaken at the Site. Absence of the OSCs from the Site shall not be cause for stoppage of work unless specifically directed by one or more of the OSCs.

VIII. Z2&3 ASAOC WORK AND Z2&3 ASAOC OTHER WORK TO BE PERFORMED

A. EPA'S ACTIONS

17. General. To the extent that this Section VIII.A sets forth requirements or limitations on EPA's actions, these requirements or limitations apply only to actions undertaken by EPA using funds provided by the Respondents pursuant to this Z2&3 ASAOC. Nothing in this Section VIII.A or this Z2&3 ASAOC in any way prohibits or prevents EPA from using its own funds at any time for any response actions in Zones 2 and 3.

18. Z2 Exterior Removal Actions: Activities Covered. At each Z2 Priority Property, EPA will implement all Z2 Exterior Removal Actions except for Z2 TST&D Work.

19. Z2 Exterior Removal Actions: Properties Covered

a. EPA will implement Z2 Exterior Removal Actions at only those properties in Zone 2 that meet the definition of "Z2 Priority Property" set forth in Paragraph 9.qq. The final number and identification of the properties that constitute the Z2 Priority Properties will be those that are identified on the "Final List of Z2 Priority Properties" developed pursuant to Paragraph 19.b.

b. Final List of Z2 Priority Properties. By no later than October 15, 2017, EPA will prepare and provide to Respondents' Project Coordinator a draft of the Final List of Z2 Priority Properties. As promptly as possible thereafter, EPA and Respondents' Project Coordinator and/or Respondents will confer. The Parties will endeavor to agree upon the timing of the preparation of the Final List of Z2 Priority Properties. If the Parties cannot agree, the dispute will be resolved in accordance with Section XV (Dispute Resolution) of this Z2&3 ASAOC. EPA will prepare a Final List of Z2 Priority Properties by no later than the time agreed upon in the conference or the date decided upon through the dispute resolution process.

c. Nothing in this Paragraph 19 will preclude Respondents from seeking from EPA, prior to October 15, 2017, a status report on the identification of the properties that, as of the date of the request, qualify as Z2 Priority Properties.

20. Z2 Exterior Removal Actions: Limitations on Timing of Commencing. Notwithstanding the provisions of Paragraph 19, except by consent of Respondents, EPA will not commence any Z2 Exterior Removal Actions on any Z2 Priority Property utilizing funds provided by Respondents under this Z2&3 ASAOC after November 30, 2017.

21. Z2&3 Interior Sampling Work: Activities Covered. At each Z2&3 Interior Sampling Residence, EPA will implement all Z2&3 Interior Sampling Work.

22. Z2&3 Interior Sampling Work: Properties Covered.

a. EPA will implement Z2&3 Interior Sampling Work at only those residences in Zones 2 and 3 that meet the definition of “Z2&3 Interior Sampling Residence” set forth in Paragraph 9.ddd. The final number and identification of the residences that constitute the Z2&3 Interior Sampling Residences will be those identified on the “Final List of Z2&3 Interior Sampling Residences” developed pursuant to Paragraph 22.b.

b. Final List of Z2&3 Interior Sampling Residences. By no later than January 9, 2018, EPA will prepare and provide to Respondents’ Project Coordinator a draft of the Final List of Z2&3 Interior Sampling Residences. As promptly as possible thereafter, EPA and Respondents’ Project Coordinator and/or Respondents will confer. The Parties will endeavor to agree upon the timing of the preparation of the Final List of Z2&3 Interior Sampling Residences. If the Parties cannot agree, the dispute will be resolved in accordance with Section XV (Dispute Resolution) of this Z2&3 ASAOC. EPA will prepare a Final List of Z2&3 Interior Sampling Residences by no later than the time agreed upon in the conference or the date decided upon through the dispute resolution process.

c. Nothing in this Paragraph 22 will preclude Respondents from seeking from EPA, prior to January 9, 2018, a status report on the identification of the properties that, as of the date of the request, qualify as Z2&3 Interior Sampling Residences.

23. Z2&3 Interior Sampling Work: Timing. EPA will use best efforts to schedule and undertake the sampling activities that must occur within the interior of the residence as promptly as possible after the yard restoration activities (excluding the 30 day maintenance period) are completed.

24. Z2&3 Interior Sampling Work: Limitations on Timing of Commencement. Except by consent of the Respondents, EPA will not commence the start of any sampling activities within the interior of a Z2&3 Interior Sampling Residence utilizing funds provided by Respondents under this Z2&3 ASAOC after February 28, 2018; provided, however, that if EPA has commenced sampling activities within the interior of a Z2&3 Interior Sampling Residence on or before February 28, 2018, then EPA may complete all Z2&3 Interior Sampling Work (e.g., submitting the samples to a laboratory for analysis, receiving verified sampling results back from the laboratory, and communicating these results to the resident) at that Z2&3 Interior Sampling Residence with funding provided by the Respondents under this Z2&3 ASAOC.

25. Z2&3 Interior Cleaning Work: Activities Covered.

a. No Lead-Based Paint (LBP). If the interior screening for LBP does not indicate the presence of LBP, EPA will implement all Z2&3 Interior Cleaning Work at the Z2&3 Interior Cleaning Residence.

b. LBP is Present. If the interior screening for LBP indicates the presence of LBP and if lead is the only trigger for the interior cleaning, EPA will implement only one initial cleaning of the residence with funding provided by the Respondents under this Z2&3 ASAOC. EPA will not undertake any re-cleaning of any such a residence with funding provided by the Respondents under this Z2&3 ASAOC.

26. Z2&3 Interior Cleaning Work: Residences Covered.

a. EPA will implement Z2&3 Interior Cleaning Work, or so much of it as is authorized under Paragraph 25, at only those residences in Zones 2 and 3 that meet the definition of “Z2&3 Interior Cleaning Residence” set forth in Paragraph 9.bbb. The final number and identification of the residences that constitute the Z2&3 Interior Cleaning Residences will be those that are identified on the “Final List of Z2&3 Interior Cleaning Residences” developed pursuant to Paragraph 26.b.

b. Final List of Z2&3 Interior Cleaning Residences. By no later than March 31, 2018, EPA will prepare and provide to Respondents’ Project Coordinator a draft of the Final List of Z2&3 Interior Cleaning Residences. As promptly as possible thereafter, EPA and Respondents’ Project Coordinator and/or Respondents will confer. The Parties will endeavor to agree upon the timing of the preparation of the Final List of Z2&3 Interior Cleaning Residences. If the Parties cannot agree, the dispute shall be resolved in accordance with Section XV (Dispute Resolution) of this Z2&3 ASAOC. EPA will prepare a Final List of Z2&3 Interior Cleaning Residences by no later than the time agreed upon in the conference or the date decided upon through the dispute resolution process.

c. Nothing in this Paragraph 26 will preclude Respondents from seeking from EPA, prior to March 31, 2018, a status report on the identification of the properties that, as of the date of the request, qualify as Z2&3 Interior Cleaning Residences.

27. Z2&3 Interior Cleaning Work: Timing. EPA will use best efforts to implement Z2&3 Interior Cleaning Work, or so much of it as is authorized under Paragraph 25, as promptly as possible after receipt of final, verified sampling results for the Z2&3 Interior Cleaning Residence.

28. Z2&3 Interior Cleaning Work: Limitations on Timing of Commencement. Except by consent of the Respondents, EPA will not schedule any Z2&3 Interior Cleaning Work utilizing funds provided by Respondents under this Z2&3 ASAOC after April 30, 2018; provided however, that if EPA has commenced cleaning the interior of a Z2&3 Interior Cleaning Residence on or before April 30, 2018, EPA may then complete all Z2&3 Interior Cleaning Work (e.g., completing the walkthrough, undertaking re-cleaning in areas where the initial cleaning was not effective) at that Z2&3 Interior Cleaning Residence with funding provided by the Respondents under this Z2&3 ASAOC.

B. RESPONDENTS' AGREEMENTS AND ACTIONS

29. Respondents' Agreements regarding Z2 Exterior Removal Actions.

a. Excavation up to 36 Inches bgs for Soils Exceeding the RALs.

Notwithstanding the provisions of the Fourth and Fifth Amendments that limit the excavation of soils exceeding the RALs to a depth of 24 inches bgs and thereafter require the installation of a visible barrier and the implementation of Institutional Controls, Respondents expressly agree that, with respect to the Z2 Exterior Removal Actions at the Z2 Priority Properties, EPA shall have the discretion to: (i) excavate all soils exceeding the RALs until native sand is reached down to a maximum depth of 36 inches bgs; and (ii) not to secure or use best efforts to implement Institutional Controls at any property where it excavates no deeper than 36 inches bgs.

b. Consent Required for Excavation of Soils Exceeding the RALs below 36 inches bgs. Prior to undertaking any excavation of soils exceeding the RALs at depths below 36 inches bgs using funds provided by the Respondents under this Z2&3 ASAOC, EPA shall seek written approval, via email, from Respondents' Project Coordinator. Respondents' Project Coordinator shall respond as promptly as possible and in no event more than 24 hours after receipt of the email from EPA requesting approval. If EPA does not receive a reply from Respondents' Project Coordinator within 24 hours, EPA shall utilize its discretion to determine how to deal with contaminated soils at depths below 36 inches bgs.

c. To the extent that contamination exceeding the RALs is left in place at any depth at any of the Z2 Priority Properties, the provisions of Section IX (Property Requirements) shall apply.

d. To the extent that no contamination exceeding the RALs is left in place at any of the Z2 Priority Properties, EPA shall prepare a Memorandum to the File stating that the Property Requirements of Section IX of this Z2&3 ASAOC are inapplicable and that therefore the property requirements are not a barrier to closing out this Z2&3 ASAOC and issuing a Notice of Completion of the Z2&3 Work pursuant to Paragraph 114 when the conditions of that Paragraph have otherwise been satisfied.

30. Respondents' Actions: General.

a. Respondents shall pay all Z2&3 ASAOC Response Costs not inconsistent with the NCP.

b. Respondents shall implement the Z2 TST&D Work and the other actions required of them pursuant to this A2&3 ASAOC and the Z2&3 ASAOC SOW. Respondents' actions shall be in accordance with the requirements of this Z2&3 ASAOC; the Z2&3 ASAOC SOW; all EPA-approved, conditionally-approved, or modified deliverables required by this Z2&3 ASAOC or the Z2&3 ASAOC SOW; the *National Contingency Plan*; the *Superfund Lead-Contaminated Residential Sites Handbook*, August 2003; and the documents and guidances identified in Section 9 of the Z2&3 ASAOC SOW. Nothing in this Paragraph shall preclude EPA from providing additional guidance under the Resource Conservation and Recovery Act (RCRA) with respect to the Chemours Property, which is subject to a RCRA Section 3008(h)

Corrective Action Administrative Order on Consent, EPA Docket No. 5-RCRA-'97-007. Nothing in this Z2&3 ASAOC limits the authority of the RCRA Corrective Action Project Manager to require sampling or work consistent with the RCRA Section 3008(h) Corrective Action Order at the Chemours Property.

31. Respondents' Actions: Z2 TST&D Plan and Implementation. Pursuant to the schedule set forth in Section 7 of the Z2&3 ASAOC SOW, Respondents shall submit a Z2 TST&D Plan for EPA approval in accordance with the Paragraph 6.6 (Approval of Deliverables) of the Z2&3 ASAOC SOW. Upon approval or approval with modifications of the Z2 TST&D Plan, Respondents shall commence implementation of the Z2 TST&D Work in accordance with the schedule in Section 7 of the Z2&3 ASAOC SOW. Unless otherwise provided in this Z2&3 ASAOC, any additional deliverables that require EPA approval shall be reviewed and approved by EPA in accordance with Paragraph 6.6 (Approval of Deliverables) of the Z2&3 ASAOC SOW.

32. Respondents' Actions: Submission of Deliverables. Respondents shall submit all deliverables required by the Z2&3 ASAOC SOW in accordance with the requirements of Paragraphs 6.3–6.5 of the Z2&3 ASAOC SOW. Respondents shall submit all deliverables other than those required by the Z2&3 ASAOC SOW in accordance with the requirements of Section XXVIII (Notices and Submissions) of this Z2&3 ASAOC.

33. Respondents' Actions: Community Involvement. If requested by EPA, Respondents shall participate in community involvement activities in accordance with Section 2 of the Z2&3 ASAOC SOW.

34. Respondents' Actions: Progress Reports. Respondents shall submit progress reports in accordance with the requirements of Section 5 of the Z2&3 ASAOC SOW.

35. Respondents' Actions: Off-Site Shipments. Respondents shall undertake off-site shipments of Waste Materials in accordance with Paragraph 4.6 of the Z2&3 ASAOC SOW.

36. Respondents' Actions: Certification of Z2 TST&D Work Completion. Pursuant to the schedule set forth in Section 7 of the Z2&3 ASAOC SOW, Respondents shall comply with the requirements of Paragraph 4.7, including the requirement to submit Z2 TST&D Work Completion Report, to secure a certification from EPA of Z2 TST&D Work Completion.

37. For any regulation or guidance referenced in this Z2&3 ASAOC or the Z2&3 ASAOC SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Z2 TST&D Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

IX. PROPERTY REQUIREMENTS

38. Applicability. This Section applies at all times that contamination exceeding the RALs at any depth is left in place at any Z2 Priority Property.

39. Agreements Regarding Non-Interference; Proprietary Controls. EPA shall use best efforts, where necessary, to secure agreements, enforceable by the United States, providing that the owner of a Z2 Priority Property shall refrain from using his/her property in any manner that EPA determines will: (1) pose an unacceptable risk to human health or to the environment due to exposure to Waste Material; or (2) interfere or adversely affect the implementation, integrity, or protectiveness of the Z2 Exterior Removal Actions. EPA also shall use best efforts to secure Proprietary Controls where necessary, including, if and as necessary, the utilization of courts for orders regarding Proprietary Controls. If and as requested, Respondents shall cooperate with EPA's efforts to secure and ensure compliance with any non-interference agreements and Proprietary Controls.

40. Institutional Controls. If EPA determines that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Respondents shall cooperate with EPA's efforts to secure and ensure compliance with such Institutional Controls.

41. All costs incurred by the United States in its efforts to secure non-interference agreements and/or secure, execute and record Proprietary Controls, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Z2&3 ASAOC Response Costs to be reimbursed by Respondents under Section XIV (Payment of Z2&3 ASAOC Response Costs).

42. Notwithstanding any provision of this Z2&3 ASAOC, 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 and Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

43. Respondents shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Respondents' possession or control or that of their contractors or agents relating to the Z2&3 ASAOC Work or to the implementation of this Z2&3 ASAOC, 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 Z2 TST&D Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Z2 TST&D Work.

44. Privileged and Protected Claims

a. Respondents may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with Paragraph 44.b, and except as provided in Paragraph 44.c.

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

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

Respondents shall retain all Records that they claim to be privileged or protected until EPA has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. In response to a request from EPA pursuant to Paragraph 43, Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Z2&3 ASAO or the Z2&3 ASAO SOW.

45. **Business Confidential Claims.** Respondents may assert that all or part of a Record provided to EPA under this Section or Section XI (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Z2&3 ASAO for which Respondents assert business confidentiality claims. Records submitted to EPA that Respondents claim 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 Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

46. Notwithstanding any provision of this Z2&3 ASAO, 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

47. Until ten (10) years after EPA provides Respondents with notice, pursuant to Section XXVII (Notice of Completion of Z2&3 ASAO Work), that all Z2&3 ASAO Work has been fully performed in accordance with this Z2&3 ASAO, Respondents shall preserve and retain all non-identical copies of 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 their liability under CERCLA with regard to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each 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 Z2&3 ASAO Work, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Z2&3 ASAO

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.

48. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records, and, upon request by EPA, and except as provided in Paragraph 44 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA .

49. Each Respondent certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA and that it has fully complied with any and all EPA 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.

XII. COMPLIANCE WITH OTHER LAWS

50. Nothing in this Z2&3 ASAOC limits Respondents' obligations to comply with the requirements of all applicable state and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Z2&3 ASAOC 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.

51. No local, state, or federal permit shall be required for any portion of the Z2 TST&D Work conducted entirely on-site, including at the Chemours Property (which is in very close proximity to the contamination and necessary for implementation of the Z2&3 ASAOC Work and therefore has been determined to be "on-site" for the purposes of the performance of the activities under the 2014 Consent Decree and this Z2&3 ASAOC), 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 Z2 TST&D Work that is not on-site requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Respondents may seek relief under the provisions of Section XVI (Force Majeure) for any delay in the performance of the Z2 TST&D Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Z2 TST&D Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Z2&3 ASAOC 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

52. Emergency Response. Respondents shall comply with the requirements of Paragraph 4.5(a) of the Z2&3 ASAOC SOW if any event occurs during performance of the Z2 TST&D Work that causes or threatens to cause a release of Waste Material on, at, or from the

Site that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment. In the event that Respondents fail to take appropriate response action, and EPA takes such action instead, Respondents shall reimburse EPA for all costs of such response action not inconsistent with the NCP pursuant to Section XIV (Payment of Z2&3 ASAO Response Costs).

53. Release Reporting. Upon the occurrence of any event during performance of the Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall comply with the requirements of Paragraphs 4.5(b)–(e) of the Z2&3 ASAO SOW.

XIV. PAYMENT OF Z2&3 ASAO RESPONSE COSTS

54. Payments by Respondents for Z2&3 ASAO Response Costs. Respondents shall pay to EPA all Z2&3 ASAO Response Costs not inconsistent with the NCP.

55. Deposit Information and Payment Instructions. Respondents shall make all payments required by this Section and Section XVII (Stipulated Penalties) by Fedwire Electronic Funds Transfer (EFT) to:

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

The Fedwire EFT shall expressly state: (i) the Site/Spill ID Number of 05 3J, (ii) the EPA Docket Number for this action, and (iii) that the funds are for the USS Lead Z2&3 ASAO Special Account and not the USS Lead Z1&3 Special Account.

56. Fixed Prepayments of Certain Z2&3 ASAO Response Costs.

a. First Payment. Respondents shall pay \$5 million by no later than 7 days after the Effective Date of this Z2&3 ASAO.

b. Second Payment. Respondents shall pay \$2.25 million by no later than 14 days after receiving notice, by certified mail, that the Z2&3 Available Funds are below \$1.5 million.

c. Third Payment. After making the payment pursuant to Paragraph 56.b, Respondents shall pay \$2.25 million by no later than 14 days after receiving notice, by certified mail, that the Z2&3 Available Funds are below \$1 million.

57. Additional Prepayments of Certain Z2&3 ASAO Response Costs Based on Projected Shortfalls to Complete the Z2&3 ASAO Other Work.

a. Definition. For purposes of this Paragraph 57, the term “Z2&3 Removal Actions Cost Completion Projection” shall mean the sum of (i) any direct costs (*e.g.*, extramural costs plus intramural costs, such as payroll and travel costs) that EPA has incurred for the Z2&3 Removal Actions as of the date of the Projection but which have not been paid for with Z2&3 ASAO Available Funds *plus* (ii) EPA’s projection of the direct costs that it expects to incur, as of the date of the Projection, to complete the Z2&3 Removal Actions.

b. Notification of Projected Shortfall and Payment Amount. If, at any time after receipt of the payments required in Paragraph 56, the Z2&3 Available Funds fall below \$1 million, EPA will notify Respondents and include in the notification: (i) a Z2&3 Removal Actions Cost Completion Projection, (ii) the amount of Z2&3 Available Funds, and (iii) a bill for payment that shall be calculated using the following equation:

$$\text{Payment} = (\text{Z2\&3 Removal Actions Cost Completion Projection} - \text{Z2\&3 Available Funds}) + \$1,000,000$$

c. Payments by Respondents. By no later than 14 days after receiving a notice, by certified mail, from EPA pursuant to Paragraph 57.b, Respondents shall pay the bill included in the notice. Respondents shall not contest any bill sent under this Paragraph 57 at the time it is sent. Instead, at the time EPA sends the bill under Paragraph 58, Respondents, in accordance with the requirements and limitations of Paragraph 61, may object to Z2&3 ASAO Response Costs that were paid through funds provided under this Paragraph 57.

d. Nothing in this Paragraph 57 shall limit EPA’s ability to demand a payment under Paragraph 57.b more than one time.

e. In its unreviewable discretion, EPA may elect to demand a payment under Paragraph 57.b that is calculated using less than \$1,000,000 as the value added at the end of the payment equation.

58. Z2&3 ASAO Response Costs Payment with Accounting Statement. After EPA has concluded that all phases of the Z2&3 ASAO Work and the Z2&3 ASAO Other Work is complete, including any actions required under Section IX (Property Requirements) but except for the payment of any amounts due under Paragraph 59, EPA will prepare an accounting of Z2&3 ASAO Response Costs. The accounting will include an Itemized Cost Summary of all Z2&3 ASAO Response Costs, including direct and indirect costs, that EPA has incurred. In the accounting, EPA will identify Respondents’ prepayment(s) under Paragraphs 56 and 57, not including Interest on those payments, as a “collection” and this collection shall serve as a credit toward Z2&3 ASAO Response Costs. EPA will send a bill, by certified mail, to Respondents for the remaining, outstanding Z2&3 ASAO Response Costs, including Interest on indirect costs (“Remaining, Outstanding Z2&3 ASAO Response Costs”). Respondents shall pay the bill within 60 days after receipt except as otherwise provided in Paragraph 61.

59. Periodic Billing or Withdrawal from the Z2&3 ASAOE Special Account for any Z2&3 ASAOE Response Costs Not Previously Billed.

a. After receipt of the payment in Paragraph 58, to the extent that EPA incurs any Z2&3 ASAOE Response Costs, EPA will prepare a statement that includes an Itemized Cost Summary of all Z2&3 ASAOE Response Costs (which includes direct and indirect costs incurred by EPA, its contractors, and DOJ) which shall show, *inter alia*, all Z2&3 ASAOE Response Costs that EPA has not included in any previous bill.

b. If funds still exist in the USS Lead Z2&3 ASAOE Special Account to pay these additional Z2&3 ASAOE Response Costs, EPA will include in the statement to Respondents an intent to utilize, from the USS Lead Z2&3 Special Account an amount equal to the amount owed, consistent with the hierarchy of the use of funds in the Z2&3 Special Account set forth in Paragraph 60. EPA shall not undertake that utilization of funds until Respondents have had the opportunity to make an objection pursuant to Paragraph 61. If Respondents do not make an objection, EPA shall undertake the utilization.

c. If funds do not still exist in the Z2&3 ASAOE Special Account to cover the amount owed, the statement will include a bill requiring payment. Respondents shall pay the bill within 60 days after receipt except as otherwise provided in Paragraph 61.

60. Deposit of Z2&3 ASAOE Response Costs. Each payment made by Respondents pursuant to Paragraphs 56 through 59 shall be deposited by EPA in the USS Lead Z2&3 ASAOE Special Account, which is associated with Site/Spill ID Number 05 3J. These funds shall be retained and used by EPA:

a. First, to conduct or finance its activities under this Z2&3 ASAOE, including activities, if any, associated with Section IX (Property Requirements);

b. Second, to conduct or finance other future response actions at the Site, but only after: (1) EPA has demanded, and Respondents have paid, any bill due under Paragraph 58 (as originally sent or as determined to be due as provided in Paragraph 61); and (2) EPA has issued, pursuant to Section XXVII, a Notice of Completion of Z2&3 ASAOE Work (including, if any, work relating to property requirements under Section IX).

c. Third, to reimburse itself for any other costs at or in connection with the Site not yet reimbursed after *all* anticipated response actions at the Site are complete, but only after: (1) EPA has demanded, and Respondents have paid, any bill due under Paragraph 58 (as originally sent or as determined to be due as provided in Paragraph 61); and (2) EPA has issued, pursuant to Section XXVII, a Notice of Completion of Z2&3 ASAOE Work (including, if any, work relating to property requirements under Section IX).

Only if funds remain after payment under Items (a)–(c) may EPA transfer any balance in the USS Z2&3 ASAOE Special Account to the EPA Hazardous Substance Superfund.

61. Objecting to Payments.

a. Basis for Objections.

(1) Respondents may contest Z2&3 ASAO Response Costs that are direct costs if Respondents determine that EPA has made a mathematical error or included a cost item that is not within the definition of Z2&3 ASAO Response Costs or if they believe that EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP.

(2) Respondents may contest Z2&3 ASAO Response Costs that are indirect costs if Respondents determine that EPA has made a mathematical error. Respondents shall not contest the methodology that EPA uses to determine its indirect cost rate or the value of EPA's indirect rate(s) for the applicable years. The only basis for an objection to indirect costs is a mathematical error.

b. Timing and Manner of Objection

(1) Timing. For payments required under Paragraphs 56–58, Respondents shall make any objection only within 60 days after receipt of the accounting under Paragraph 58. For payments required under Paragraph 59, Respondents shall make any objection within 60 days after receipt of a statement indicating withdrawals from the USS Lead Z2&3 Special Account or a bill.

(2) Manner. Any objection must be sent to EPA in accordance with Section XXVIII (Notices) and shall specifically identify the contested Z2&3 ASAO Response Cost and the basis for the objection.

c. Establishment of Escrow Account for Contested Costs and Payment of Uncontested Costs.

(1) In the event of an objection, Respondents shall 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 Z2&3 ASAO Response Costs ("Escrowed Funds"). Respondents shall send to EPA, as provided in Section XXVIII (Notices), 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.

(2) Simultaneously with the establishment of the escrow account, Respondents shall pay: (i) with respect to a bill sent under Paragraph 58, the Remaining, Outstanding Z2&3 Future Response Costs minus the Escrowed Funds; (ii) with respect to a bill sent under Paragraph 59, the uncontested Z2&3 ASAO Response Costs. Respondents shall send to EPA, as provided in

Section XXVIII (Notices), a transmittal letter identifying the payments made under this Paragraph 61.c.(2).

d. Dispute Resolution. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XV (Dispute Resolution). If EPA prevails in the dispute, Respondents shall pay the sums due (with accrued interest in the escrow account) to the EPA within five days after the resolution of the dispute. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest in the escrow account) for which they did not prevail to EPA within five days after the resolution of the dispute. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for the Z2&3 ASAOC Response Costs.

62. In the event that any payment for Z2&3 ASAOC Response Costs required under this Section is not made by the date required, Respondents shall pay Interest on the unpaid balance. Notwithstanding the foregoing, Respondents shall not be required to pay Interest on amounts deposited in an escrow account in accordance with Paragraph 61.c other than the interest earned by the account. The Interest on the prepayment of the Z2&3 ASAOC Response Costs due under Paragraph 56 shall begin to accrue on the due date of that payment. The Interest on all other payments due under this Section shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to EPA by virtue of Respondents' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 73.

XV. DISPUTE RESOLUTION

63. Unless otherwise expressly provided for in this Z2&3 ASAOC, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Z2&3 ASAOC. The Parties shall attempt to resolve any disagreements concerning this Z2&3 ASAOC expeditiously and informally.

64. Informal Dispute Resolution.

a. For Disputes under Paragraph 61. If Respondents object to any action of EPA under Section XIV (Payments of Z2&3 ASAOC Response Costs), they shall send EPA a written Notice of Dispute describing the objection(s) at the same time that they are required to make the objection(s) under Paragraph 61.b(1). EPA and Respondents shall have 60 days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Payment-Dispute Negotiation Period").

b. For all Disputes other than those under Paragraph 61. If Respondents object to any action of EPA other than actions under Section XIV (Payments of Z2&3 ASAOC Response Costs), they shall send EPA a written Notice of Dispute describing the objection(s) within 14 days after such action. EPA and Respondents shall have 30 days from EPA's receipt

of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Non-Payment Dispute Negotiation Period").

c. The Payment-Dispute Negotiation Period and the Non-Payment-Dispute Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Z2&3 ASAOC.

65. Formal Dispute Resolution.

a. For Disputes under Paragraph 61. If the Parties are unable to reach an agreement within the Payment-Dispute Negotiation Period, Respondents shall, within 60 days after the end of the Payment-Dispute Negotiation Period, submit a statement of position to the OSC. Within 60 days thereafter, EPA shall submit a statement of position.

b. For all Disputes other than those under Paragraph 61. If the Parties are unable to reach an agreement within the Non-Payment-Dispute Negotiation Period, Respondents shall, within 30 days after the end of the Non-Payment-Dispute Negotiation Period, submit a statement of position to the OSC. Within 30 days thereafter, EPA shall submit a statement of position.

c. Thereafter, for all types of disputes, the Region 5 Superfund Division Director will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Z2&3 ASAOC. Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

66. Except as provided in Paragraph 61 (Objecting to Payments) 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 Respondents under this Z2&3 ASAOC. Except as provided in Paragraph 77, 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 Z2&3 ASAOC. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVII (Stipulated Penalties).

XVI. FORCE MAJEURE

67. "Force Majeure" for purposes of this Z2&3 ASAOC, is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents' contractors that delays or prevents the performance of any obligation under this Z2&3 ASAOC despite Respondents' best efforts to fulfill the obligation. The requirement that Respondents exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force

majeure” does not include financial inability to complete the Z2&3 ASAOC Work, or any increased cost of performance.

68. If any event occurs or has occurred that may delay the performance of any obligation under this Z2&3 ASAOC for which Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify EPA’s OSC orally or, in his or her absence, the alternate EPA OSC, or, in the event both of EPA’s designated representatives are unavailable, the Director of the Waste Management Division, EPA Region 5 within 3 days of when Respondents first knew that the event might cause a delay. Within 7 days thereafter, Respondents 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; Respondents’ rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents’ contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event, 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 67 and whether Respondents have exercised their best efforts under Paragraph 67, EPA may, in its unreviewable discretion, excuse in writing Respondents’ failure to submit timely or complete notices under this Paragraph.

69. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Z2&3 ASAOC that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

70. If Respondents elect to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA’s notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of Paragraphs 67 and 68. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Z2&3 ASAOC identified to EPA.

71. The failure by EPA to timely complete any obligation under the Z2&3 ASAOC is not a violation of the Z2&3 ASAOC, provided, however, that if such failure prevents

Respondents from meeting one or more deadlines under the Z2&3 ASAO, Respondents may seek relief under this Section.

XVII. STIPULATED PENALTIES

72. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 73.a and 74 for failure to comply with the obligations specified in Paragraphs 73.b and 74, unless excused under Section XVI (Force Majeure). “Comply” as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Z2&3 ASAO and the Z2&3 ASAO SOW, within the deadlines established under this Z2&3 ASAO and the Z2&3 ASAO SOW.

73. Stipulated Penalty Amounts: Payments, Financial Assurance, Major Deliverables, and Other Milestones

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 73.b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 2,500	1st through 14th day
\$ 5,000	15th through 30th day
\$ 10,000	31st day and beyond

b. Obligations

(1) Payment of any amount due under Section XIV (Payment of Z2&3 ASAO Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section XXV (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Z2&3 ASAO Response Costs under Paragraph 61 (Objecting to Payments).

(4) Compliance with and implementation of the approved Z2 TST&D Plan in accordance with the terms of the Plan;

(5) Compliance with each of the requirements for Off-Site Waste Material Shipments set forth in Paragraph 4.6 of the Z2&3 ASAO SOW.

74. **Stipulated Penalty Amounts – Other Deliverables.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables pursuant to this Z2&3 ASAO, other than those specified in Paragraph 73.b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 2,000	1st through 14th day
\$ 5,000	15th through 30th day
\$ 7,500	31st day and beyond

75. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 85 (Z2 TST&D Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$1 million. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under Paragraphs 85 (Work Takeover) and 108 (Access to Financial Assurance).

76. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision or order. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under Paragraph 31, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by Region 5 Superfund Division Director under Paragraph 65 (Formal Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the Region 5 Superfund Division Director issues a final decision regarding such dispute. Nothing in this Z2&3 ASAOC shall prevent the simultaneous accrual of separate penalties for separate violations of this Z2&3 ASAOC.

77. Following EPA's determination that Respondents have failed to comply with a requirement of this Z2&3 ASAOC, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

78. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XV (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with Paragraph 55 (Deposit Information and Payment Instructions).

79. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 76 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 78 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

80. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete the performance of the Z2&3 ASAO Work required under this Z2&3 ASAO.

81. Nothing in this Z2&3 ASAO shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Z2&3 ASAO or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided however, that EPA shall not seek civil penalties pursuant to Section 106(b) or Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Z2&3 ASAO, except in the case of a willful violation of this Z2&3 ASAO or in the event that EPA assumes performance of a portion or all of the Z2 TST&D Work pursuant to Paragraph 85 (Z2 TST&D Work Takeover).

XVIII. COVENANTS BY EPA

82. Except as provided in Section XIX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Z2&3 ASAO Work, the Z2&3 ASAO Other Work, and the Z2&3 ASAO Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Z2&3 ASAO. These covenants extend only to Respondents and do not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

83. Except as specifically provided in this Z2&3 ASAO, nothing in this Z2&3 ASAO 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 Z2&3 ASAO shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Z2&3 ASAO, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

84. 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 Z2&3 ASAO is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this Z2&3 ASAO;
- b. liability for costs not included within the definition of Z2&3 ASAO Response Costs;

c. liability for performance of response actions other than the Z2&3 ASAO Work and the Z2&3 ASAO Other Work;

d. criminal liability;

e. liability for violations of federal or state law that occur during or after implementation of the Z2&3 ASAO 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;

85. Z2 TST&D Work Takeover

a. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Z2 TST&D Work; (2) are seriously or repeatedly deficient or late in their performance of the Z2 TST&D Work; or (3) are implementing the Z2 TST&D Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice (“Z2 TST&D Work Takeover Notice”) to Respondents. Any Z2 TST&D Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 10 days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.

b. If, after expiration of the 10-day notice period specified in Paragraph 85.a, Respondents have not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Z2 TST&D Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Z2 TST&D Work as EPA deems necessary (“Z2 TST&D Work Takeover”). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Z2 TST&D Work Takeover is warranted under this Paragraph 85.b. Funding of Z2 TST&D Work Takeover costs is addressed under Paragraph 108 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in Paragraph 65 (Formal Dispute Resolution) to dispute EPA’s implementation of a Z2 TST&D Work Takeover under Paragraph 85.b. However, notwithstanding Respondents’ invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Z2 TST&D Work Takeover under Paragraph 85.b until the earlier of (1) the date that Respondents remedy, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Z2 TST&D Work Takeover is rendered in accordance with Paragraph 65 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Z2&3 ASAO, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XX. COVENANTS BY RESPONDENTS

86. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Z2&3 ASAO Work, the Z2&3 ASAO Other Work Z2&3 ASAO Response Costs, and this Z2&3 ASAO, including, but not limited to:

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

b. any claims under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding the Z2&3 ASAO Work, the Z2&3 ASAO Other Work Z2&3 ASAO Response Costs, and this Z2&3 ASAO; or

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

87. Except as provided in Paragraph 90 (Waiver of Claims by Respondents), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XIX (Reservations of Rights by EPA), other than in Paragraph 84.a (liability for failure to meet a requirement of the Z2&3 ASAO), 84.d (criminal liability), or 84.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

88. Nothing in this Z2&3 ASAO 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).

89. Respondents reserve, and this Z2&3 ASAO is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

90. Waiver of Claims by Respondents.

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

(1) De Micromis Waiver. For all matters relating to the Site against any person where the person's liability to Respondents 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.

(2) De Minimis/Ability to Pay Waiver. For Z2&3 ASAOC Response Costs against any person that in the future, with respect to the Site, enters into a final Section 122(g) *de minimis* settlement with EPA or a final settlement based on limited ability to pay.

b. Exceptions to Waivers.

(1) The waivers under this Paragraph 90 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Respondent.

(2) The waiver under Paragraph 90.a(1) (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: (i) 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 (ii) 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 (iii) 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.

XXI. OTHER CLAIMS

91. By issuance of this Z2&3 ASAOC, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into

by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Z2&3 ASAO.

92. Except as expressly provided in Paragraphs 90 (Waiver of Claims by Respondents) and Section XVIII (Covenants by EPA), nothing in this Z2&3 ASAO constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Z2&3 ASAO, 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.

93. No action or decision by EPA pursuant to this Z2&3 ASAO 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

94. Except as provided in Paragraphs 90 (Waiver of Claims by Respondents), nothing in this Z2&3 ASAO shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Z2&3 ASAO. Except as provided in Section XX (Covenants by Respondents), 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 Z2&3 ASAO 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).

95. The Parties agree that this Z2&3 ASAO constitutes an administrative settlement pursuant to which each Respondent 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 Z2&3 ASAO. The “matters addressed” in this Z2&3 ASAO are the Z2&3 ASAO Work, the Z2&3 ASAO Other Work, and the Z2&3 ASAO Response Costs.

96. The Parties further agree that this Z2&3 ASAO constitutes an administrative settlement pursuant to which each 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).

97. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Z2&3 ASAO, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Z2&3 ASAO, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within

10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Z2&3 ASAOC.

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

XXIII. INDEMNIFICATION

99. The United States does not assume any liability by entering into this Z2&3 ASAOC or by virtue of any designation of Respondents as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Z2&3 ASAOC. Further, Respondents agree 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 based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Z2&3 ASAOC. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Z2&3 ASAOC. Neither Respondents nor any such contractor shall be considered an agent of the United States.

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

101. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Z2&3 ASAOC Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Z2&3 ASAOC Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXIV. INSURANCE

102. No later than 15 days before commencing any on-site Z2 TST&D Work, Respondents shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Z2 TST&D Work pursuant to Section XXVII (Notice of Completion of Z2 TST&D 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 Respondents pursuant to this Z2&3 ASAOC. In addition, for the duration of the Z2&3 ASAOC, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Z2&3 ASAOC, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Z2 TST&D Work on behalf of Respondents in furtherance of this Z2&3 ASAOC. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the USS Lead Site in East Chicago, Indiana, and the EPA docket number for this action.

XXV. FINANCIAL ASSURANCE

103. In order to ensure completion of the Z2&3 ASAOC Work and the Z2&3 ASAOC Other Work, Respondents shall secure financial assurance, initially in the amount of \$9 million, for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

- a. A surety bond guaranteeing payment and/or performance of the Z2&3 ASAOC Work and the Z2&3 ASAOC Other Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

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

e. A demonstration by a Respondent that it meets the financial test criteria of Paragraph 104, accompanied by a standby funding commitment, which obligates the affected Respondent to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of an event triggering access to financial assurance under Paragraph 108.a; or

f. A guarantee to fund or perform the Z2&3 ASAO Work and the Z2&3 ASAO Other Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA’s satisfaction that it meets the financial test criteria of Paragraph 104.

104. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under Paragraph 103.e or 103.f must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) the affected Respondent or guarantor has:

- i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- ii. Net working capital and tangible net worth each of at least \$100 million and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or \$100 million and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) The affected Respondent or guarantor has:

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

- ii. Tangible net worth of at least \$100 million and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least \$100 million and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

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

105. Respondents providing financial assurance by means of a demonstration or guarantee under Paragraph 103.e or 103.f must also:

a. Annually resubmit the documents described in Paragraph 104.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

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

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in Paragraph 104.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

106. Respondents have selected, and EPA has found satisfactory, the following financial assurances: (i) a surety bond in the form attached as Appendix J with Respondent The Chemours Company FC, LLC as the Principal, EPA Region 5 as the Beneficiary, and \$4.5 million as the amount; and (ii) a surety bond in the form attached as Appendix K with Respondent Atlantic Richfield Company as the Principal, EPA Region 5 as the Beneficiary, and \$4.5 million as the amount. Within 30 days after the Effective Date, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the form of financial assurances attached as Appendices J and K.

107. Respondents shall diligently monitor the adequacy of the financial assurance. If any Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this

Section, such Respondent shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the Respondents of such determination. Respondents shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the Respondents, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of Paragraph 109 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Z2&3 ASAOC.

108. Access to Financial Assurance.

a. Triggers for Access to Financial Assurance. Either one of the following shall trigger EPA's right to access to financial assurance:

(1) If EPA issues a notice of implementation of a Z2 TST&D Work Takeover under Paragraph 85.b, then EPA is entitled to: (i) the performance of the Z2 TST&D Work; and/or (ii) require payment of funds from the issuer of the financial assurance mechanism in accordance with Paragraph 108.d; or

(2) If Respondents fail to timely pay any amounts due under Section XIV (Payment of Z2&3 ASAOC Response Costs), then EPA is entitled to require payment of funds from the financial assurance mechanism in accordance with Paragraph 108.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel the mechanism, and the Respondents fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with Paragraph 108.d.

c. If, upon issuance of a notice of implementation of a Z2 TST&D Work Takeover under Paragraph 85.b or upon a failure by Respondents to pay any amounts due under Section XIV (Payment of Z2&3 ASAOC Response Costs), EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism, whether in cash or in kind, to continue and complete the Z2 TST&D Work, the Z2&3 ASAOC Work, and/or the Z2&3 ASAOC Other Work, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Z2 TST&D Work and/or the cost of the remaining Z2&3 ASAOC Work and/or the cost of the remaining Z2&3 ASAOC Other Work to be performed. Respondents shall, within 14 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this Paragraph 108 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Z2 TST&D Work, the Z2&3 ASAO Work, or the Z2&3 ASAO Other Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Z2 TST&D Work, the Z2&3 ASAO Work, or the Z2&3 ASAO Other Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the USS Lead Z2&3 ASAO Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this Paragraph 108 must be reimbursed as Z2&3 ASAO Response Costs under Section XIV (Payments for Z2&3 ASAO Response Costs).

109. Modification of Amount, Form, or Terms of Financial Assurance

a. Timing and Requirements for a Request for Modification. Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount and/or to change the form or terms of the financial assurance mechanism. Any such request must be submitted to the Regional Financial Management Officer and EPA as specified in Section XXVIII (Notices). The request must include an estimate of the cost of the remaining Z2&3 ASAO Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction in amount or a requested change in the form or terms pursuant to this Paragraph.

b. Change in Amount. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XV (Dispute Resolution).

c. Change in Form or Terms. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall be made in EPA's sole and unreviewable discretion; such decision shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Z2&3 ASAO or in any other forum.

d. Timing for Completing Modification and Submitting Modification. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit documents of the reduced, revised or alternative financial assurance mechanism to the Regional Financial Management Officer and to EPA as specified in Section XXVIII (Notices).

110. Release, Cancellation, or Discontinuation of Financial Assurance. Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Notice of Completion of Z2&3 ASAOC Work under Section XXVII (Notice of Completion of Z2&3 ASAOC Work); (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XV (Dispute Resolution).

XXVI. MODIFICATION

111. The OSC may modify any plan or schedule of the Z2&3 ASAOC SOW in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Z2&3 ASAOC may be modified in writing by mutual agreement of the parties.

112. If Respondents seek permission to deviate from any approved work plan or schedule or the Z2&3 ASAOC SOW, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 111.

113. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding any deliverable submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Z2&3 ASAOC, or to comply with all requirements of this Z2&3 ASAOC, unless it is formally modified.

XXVII. NOTICE OF COMPLETION OF Z2&3 ASAOC WORK

114. In order to secure a Notice of Completion of Z2&3 ASAOC Work, Respondents shall schedule a meeting with EPA and shall submit a Z2&3 ASAOC Work Completion Report in accordance with Paragraphs 4.8(b) and 4.8(c), respectively, of the Z2&3 ASAOC SOW. After EPA's review of the Z2&3 ASAOC Work Completion Report, EPA shall follow the provisions of Paragraphs 4.8(d) and 4.8(e) of the Z2&3 ASAOC SOW in responding to Respondents. Consistent with Paragraph 4.8(e) of the Z2&3 ASAOC, when EPA determines that all Z2&3 ASAOC Work, including the activities, if any, under Section IX (Property Requirements), has been fully performed in accordance with this Z2&3 ASAOC, with the exception of any continuing obligations required by this Z2&3 ASAOC, including obligations under Section X (Access to Information), Section XI (Retention of Records) and Paragraph 59 (Periodic Billing or Withdrawal from the Z2&3 ASAOC Special Account for any Z2&3 ASAOC Response Costs Not Previously Billed), EPA will provide written notice to Respondents of the completion of the Z2&3 ASAOC Work.

XXVIII. NOTICES AND SUBMISSIONS

115. All approvals required under this Z2&3 ASAOC or under the Z2&3 ASAOC SOW shall be undertaken in accordance with Paragraph 6.6 of the Z2&3 ASAOC SOW. All deliverables, modifications, notices, objections, proposals, reports, or requests required by the Z2&3 ASAOC SOW shall be undertaken in accordance with the applicable requirements of the

Z2&3 ASAO SOW. All deliverables, modifications, notices, objections, proposals, reports, or requests other than those required by the Z2&3 ASAO SOW shall be undertaken in accordance with this Section.

116. Whenever, under this Z2&3 ASAO, notice is required to be given, or a report or other deliverable is required to be sent, by one Party to another, it must be directed to the person(s) specified below at the address(es) specified below. Any Party may change the person and/or address applicable to it by providing notice of such change to all Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Z2&3 ASAO regarding such Party.

As to EPA:

Director, Superfund Division
Region 5, US EPA
77 W. Jackson Blvd. (SR-6J)
Chicago, IL 60604-3590

Jacob Hassan/Daniel Haag/Kristina Behnke
EPA On-Scene Coordinators
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77 W. Jackson Blvd. (SE-5J)
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Hassan.jacob@epa.gov
Haag.daniel@epa.gov
Behnke.Kristina@epa.gov

Steven Kaiser/Leonardo Chingcuanco
Office of Regional Counsel
Region 5, US EPA
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Kaiser.steven@epa.gov
Chingcuanco.leo@epa.gov

As to the Regional Financial
Management Officer:

Chief
Program Accounting and Analysis Section
Region 5, US EPA
77 W. Jackson Blvd. (MF-10J)

As to the EPA Cincinnati Finance
Center:

EPA Cincinnati Finance Center
26 W. Martin Luther King Dr.
Cincinnati, Ohio 45268
Cinwd_acctsreceivable@epa.gov

As to Respondent Atlantic Richfield Company:

Allison Crane
Remediation Management
Atlantic Richfield Company
201 Helios Way
Houston, TX 77079
Douglas S. Reinhart
Counsel to Atlantic Richfield Company
150 W. Warrenville Road
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douglas.reinhart@bp.com

Michael H. Elam
Barnes & Thornburg LLP
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michael.elam@btlaw.com

As to Respondent E. I. du Pont de Nemours and Company:

Patricia McGee
DuPont Legal 721/1268
974 Centre Road
Wilmington, DE 19805
Phone: 302-996-8275
Patricia.mcgee@dupont.com

DuPont Corporate Remediation Group,
Manager
E.I. du Pont de Nemours and Company
974 Centre Road
Wilmington, DE 19805

As to Respondent The Chemours Company FC, LLC:

Sathya Yalgivi
Project Director
Corporate Remediation Group
The Chemours Company
1007 Market St., Rm. 3084
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484-678-8984 (Cell)
Sathya.v.Yalvigi@chemours.com

Bernard J. Reilly
Chemours Legal D-7054
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Wilmington DE 19898
Phone: 302-773-0061
bernard.j.reilly@chemours.com

David L. Rieser
K&L Gates
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Suite 3100
Chicago, IL 60602
david.rieser@klgates.com

As to Respondent United States
Metals Refining Company:

David P. Gosen
K. Scott Statham
United States Metals Refining Co.
333 North Central Ave.
Phoenix, Arizona 85004
dgosen@fmi.com
ssatham@fmi.com

David L. Wallis
Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016
dlw@gknet.com

XXIX. INTEGRATION/APPENDICES

117. This Z2&3 ASAO and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Z2&3 ASAO. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Z2&3 ASAO. The following appendices are attached to and incorporated into this Z2&3 ASAO:

Appendix A: Z2&3 ASAO SOW
Appendix B: Map of USS Lead Site OU1 and OU2
Appendix C: Map of USS Lead Site OU1 – Zones 1, 2, and 3
Appendix D: Map of Chemours Property
Appendix E: Preliminary List of Z2 Priority Properties
Appendix F: Preliminary List of Z2&3 Interior Sampling Residences
Appendix G: Action Memorandum–Fourth Amendment
Appendix H: Action Memorandum–Fifth Amendment
Appendix I: Record of Decision

Appendix J: Form of Financial Assurance: Surety Bond (Chemours)
Appendix K: Form of Financial Assurance: Surety Bond (Atlantic Richfield)


XXX. EFFECTIVE DATE

118. This Z2&3 ASAOC shall be effective on the day it is signed by the Acting Director, Superfund Division, EPA Region 5, or her delegatee.

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

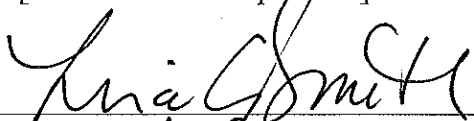
3/16/2017
Dated


for Margaret M. Guerriero
Acting Director, Superfund Division
EPA Region 5
Chicago, IL

Signature Page for Z2&3 ASAOB Regarding USS Lead Superfund Site

FOR ATLANTIC RICHFIELD COMPANY
[Print name of Respondent]

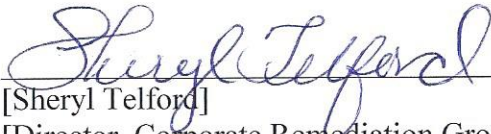
MARCH 15, 2017
Dated


[Name] LISA A. SMITH
[Title] VICE PRESIDENT
[Company] ATLANTIC RICHFIELD COMPANY
[Address] 150 WEST WARRENVILLE RD.
NAPERVILLE, IL 60563

Signature Page for Z2&3 ASAOE Regarding USS Lead Superfund Site

FOR: [The Chemours Company FC, LLC]

March 14, 2017
Dated


[Sheryl Telford]
[Director, Corporate Remediation Group]
[The Chemours Company FC, LLC]
[1007 Market Street, D-3095
Wilmington, DE 19898]

Signature Page for Z2&3 ASAOC Regarding USS Lead Superfund Site

FOR MICHAEL J. LUKAS :
[Print name of Respondent]


3/13/17
Dated

[Signature]
[Name] MICHAEL J. LUKAS
[Title] REMEDIATION TEAM MANAGER
[Company] E. I. du Pont de Nemours and Company
[Address] 974 CENTRE ROAD
Wilmington DE 19805

Signature Page for ZIA3 ASAOC Regarding USS Lead Superfund Site

FOR: United States Metals Refining Company

3/15/17
Dated


L. Richards McMillan II
Senior Vice President
United States Metals Refining Company
333 N Central Avenue
Phoenix, Arizona 85004