

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR ENGINEERING EVALUATION/COST ANALYSIS

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS.....	1
II.	PARTIES BOUND	1
III.	DEFINITIONS.....	2
IV.	EPA’S FINDINGS OF FACT	5
V.	EPA’S CONCLUSIONS OF LAW AND DETERMINATIONS	6
VI.	SETTLEMENT AGREEMENT AND ORDER.....	8
VII.	DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON- SCENE COORDINATOR.....	8
VIII.	WORK TO BE PERFORMED.....	9
IX.	PROPERTY REQUIREMENTS	16
X.	ACCESS TO INFORMATION	17
XI.	RECORD RETENTION.....	18
XII.	COMPLIANCE WITH OTHER LAWS	19
XIII.	EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES.....	20
XIV.	PAYMENT OF RESPONSE COSTS.....	20
XV.	DISPUTE RESOLUTION	23
XVI.	FORCE MAJEURE	24
XVII.	STIPULATED PENALTIES	25
XVIII.	COVENANTS BY EPA	27
XIX.	RESERVATIONS OF RIGHTS BY EPA.....	27
XX.	COVENANTS BY RESPONDENTS.....	29
XXI.	OTHER CLAIMS	30
XXII.	EFFECT OF SETTLEMENT/CONTRIBUTION	31
XXIII.	INDEMNIFICATION.....	32
XXIV.	MODIFICATION	33
XXV.	ADDITIONAL RESPONSE ACTION.....	33
XXVI.	NOTICE OF COMPLETION OF WORK.....	34
XXVII.	PUBLIC COMMENT.....	34
XXVIII.	NOTICES AND SUBMISSIONS.....	34
XXIX.	ATTORNEY GENERAL APPROVAL	36
XXX.	INTEGRATION/APPENDICES	36
XXXI.	EFFECTIVE DATE.....	36

Appendix A – Site Map

Appendix B – Statement of Work

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (“Settlement”) is entered into voluntarily by the United States Environmental Protection Agency (“EPA”) and AIMCO Michigan Meadows Holdings, LLC and AIMCO Properties, L.P. nka Apartment Income REIT, L.P. (collectively, “AMMH”), and Genuine Parts Company (with AMMH and Genuine Parts Company each referred to herein as a “Respondent” and, collectively, “Respondents”). This Settlement provides for the performance of a removal action by Respondents and the payment of certain response costs incurred by the United States at or in connection with the “West Vermont Drinking Water Contamination Site” (the “Site”), as defined herein, in Indianapolis, Marion County, Indiana.

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 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. 14-14A (Determinations of Imminent and Substantial Endangerment, Jan. 31, 2017), 14-14C (Administrative Actions through Consent Orders, Jan. 18, 2017), and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). This authority was further redelegated by the Regional Administrator of EPA Region 5 to the Division Director by EPA Delegation No. 14-14-E.

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

4. EPA and Respondents recognize that this Settlement has been negotiated in good faith and that the signing of this Settlement and the actions undertaken by Respondents in accordance with this Settlement do not constitute an admission of any liability. Respondents agree to comply with and be bound by the terms of this Settlement and further agree they will not contest the basis or validity of this Settlement or its terms. Notwithstanding any other provision of this Settlement, Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (EPA’s Findings of Fact) and V (EPA’s Conclusions of Law and Determinations) of this Settlement.

II. PARTIES BOUND

5. This Settlement 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 Settlement.

6. Except as expressly provided by this Settlement and the accompanying Statement of Work (“SOW”), Respondents are jointly and severally liable for carrying out all activities required by this Settlement. In the event of the insolvency or other failure of any Respondent to

implement the requirements of this Settlement, the remaining Respondent shall complete all activities required by this Settlement for which the remaining Respondent is individually responsible or jointly and severally responsible under this Settlement.

7. Each undersigned representative of a Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind the Respondent to this Settlement.

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

III. DEFINITIONS

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

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

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

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

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

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

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

“Existing Access Agreement” shall mean an access agreement entered into by a Respondent and a Non-Settling Owner prior to June 2019 that provides such Respondent

with the right to access a portion of the Site to perform Work required of such Respondent under this Agreement.

“Future Response Costs” shall mean all future costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section IX (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access including, but not limited to, the amount of just compensation), Section XIII (Emergency Response and Notification of Releases), Paragraph 76 (Work Takeover), Paragraph 29 (Community Involvement Plan), Section XV (Dispute Resolution), and all litigation costs. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Respondents have agreed to pay under this Settlement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from June 30, 2019 to the Effective Date.

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

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

“Interim Response Costs” shall mean all costs, including but not limited to direct and indirect costs, (a) paid by the United States in connection with the Site between June 30, 2019, and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

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

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

“Other Covered Parties” shall mean the following affiliates of AMMH that received General Notice Letters for the Site: AIMCO-GP, Inc. nka AIR-GP, Inc. and Apartment Investment and Management Company.

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

“Parties” shall mean EPA and Respondents provided, however, that the Other Covered Parties also shall be considered Parties for the limited purpose of accepting the benefits they are receiving under this Settlement and assenting to their covenants and commitments in Section XX and Section XXII, as confirmed by their accompanying Signature Pages for this agreement.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through June 30, 2019, plus Interest on all such costs through such date.

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

“Respondents” shall mean AIMCO Michigan Meadows Holdings, LLC, AIMCO Properties, L.P. nka Apartment Income REIT, L.P., and Genuine Parts Company. Each of the aforementioned entities is a Respondent.

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

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

“Site” shall mean the West Vermont Drinking Water Contamination Site, encompassing approximately 20 acres, generally located at the intersection of Michigan Street and Holt Road in Indianapolis, Marion County, Indiana, and includes the entire areal extent affected by the plume of contaminated groundwater associated with the Site. The Site is depicted generally on the map attached as Appendix A. Ongoing groundwater monitoring may further refine the Site location and will include the areal extent of Site-related groundwater contamination.

“State” shall mean the State of Indiana.

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

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

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

“Waste Material” shall mean (a) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of

CERCLA, 42 U.S.C. § 9601(33); and (c) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

“West Vermont Drinking Water Contamination Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“Work” shall mean all activities and obligations Respondents (individually or collectively, as applicable) are required to perform under this Settlement except those required by Section XI (Record Retention), as well as all activities performed prior to the Effective Date that are identified in Exhibit B to the SOW, provided, however that this definition of “Work” shall not be construed to require any further action by the Respondents under Paragraphs 8, 13, 14, 16, 18, 20, 24, 27, 28(e), 32, 44, 45, 46, and 98 for the activities identified in Exhibit B to the SOW that were performed prior to the Effective Date.

IV. EPA’S FINDINGS OF FACT

10. Based on available information, EPA hereby finds the following:

a. The Site is described in the relevant Section III definition above.

b. The Former Allison Plant 10 facility, located at 700 N. Holt Road, is in the northeast part of the Site. In the mid-1950s to mid-1970s, BHT Products Corp., a corporate predecessor of Genuine Parts Company and General Automotive Parts Corp., previously owned and operated the facility as a carburetor and brake overhaul facility. BHT Products Corp. used trichloroethylene (“TCE”) as a degreaser when rebuilding automobile parts at the facility.

c. General Automotive Parts Corp., as successor by merger to BHT Products Corp., conveyed the property to General Motors (“GM”) in 1973. Genuine Parts Company, or a subsidiary, acquired General Automotive Parts Corp. in 1982. Subsequently, GM informed Genuine Parts Company that the Former Allison Plant 10 property was contaminated by TCE as a result of the BHT operations. In 1999, Genuine Parts Company enrolled the Former Allison Plant 10 property in the State Voluntary Remediation Program (“VRP”) and continues to work under the VRP. Under the VRP, Genuine Parts removed approximately 10,000 tons of buried debris and contaminated soil and 8,500 tons of TCE and lead-contaminated soils.

d. EPA has concluded that the releases at the Former Allison Plant 10 contaminated the soil and have been a source of the groundwater contamination at the Site.

e. The Michigan Plaza facility, located at 3801-3823 West Michigan Street, is in the central part of the Site. It is a multi-unit commercial development that consists of two parcels, Parcel 1, an acre of land, and Parcel 2, slightly over a half an acre. Accent Cleaners and/or Four Corners Group operated a laundry and dry-cleaning business at the Michigan Plaza facility from 1973 to 1997. Perchloroethylene (“PCE”) used by the dry cleaner was released from sewer lines and leaked into the groundwater. The Maple Creek Village Apartments (formerly known as Michigan Meadows Apartments) are located across Michigan Street to the north at 3800 West Michigan Street. Flow in the sewer carried contamination below the apartment buildings.

f. AMMH bought the Michigan Plaza facility in 1999. AMMH enrolled the facility in IDEM's VRP in 2007. In 2007, 2009, and 2013, AMMH's contractor injected vegetable oil products, CAP18™ and/or CAP18 ME™, into the saturated zone, resulting in the treatment of thousands of tons of PCE-impacted soil. These injections were intended to enhance the dechlorination process of PCE by anaerobically stimulating the transformation of PCE to less harmful ethane or ethene. AMMH's dechlorination process significantly decreased PCE concentrations but increased daughter-product concentrations, including vinyl chloride, above 2007 levels.

g. EPA has concluded that the PCE released from the dry cleaner through the sewers and AMMH's subsequent dechlorination efforts are a source of the groundwater contamination at the Site.

h. The chemicals of concern ("COC") in the groundwater associated with the Site include a mixture of several volatile organic compounds ("VOCs") but the primary contaminants of concern include TCE, PCE and the various compounds that result from the degradation of these two compounds, including dichloroethene ("DCE") and vinyl chloride.

i. Contaminated groundwater associated with the Site has migrated to areas with residences and businesses. Unacceptable vapor intrusion could occur at some apartment and Michigan Plaza buildings, so AMMH is voluntarily operating vapor mitigation systems.

j. Multiple groundwater samples from monitoring wells located at the Site have shown groundwater impacts from Site COCs that exceed federal maximum contaminant levels ("MCLs") established under the Safe Drinking Water Act. MCLs protect public health by limiting the levels of contaminants in drinking water. EPA has concluded that the unconfined aquifer is sufficiently productive to support potable uses.

k. As reported by EPA, during the period November 21, 2015, to February 29, 2016, EPA and its contractors completed the connection of all homes in the residential area bounded by West Vermont Street to the south, Holt Road to the east, West Michigan Street to the north, and North Rybolt Avenue to the west to the municipal water system.

l. In September 2016, EPA listed the Site on the National Priorities List ("NPL"). 81 Fed. Reg. 62,397 (Sept. 9, 2016). In May 2018, the Court of Appeals for the District of Columbia vacated the rule listing the Site on the NPL. *Genuine Parts Co. v. U.S. EPA*, 890 F.3d 304 (D.C. Cir. 2018). EPA then decided the path forward was to negotiate this Settlement Agreement.

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

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

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

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

e. Respondents AIMCO Michigan Meadows Holdings, LLC and AIMCO Properties, L.P. nka Apartment Income REIT, L.P. and a predecessor of Genuine Parts Company, or a subsidiary, were the “owners” and/or “operators” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

f. The conditions described in 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).

g. The conditions described in the Findings of Fact above may constitute an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance from the facility within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a). The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the NCP, 40 CFR § 300.415(b)(2). These factors include, but are not limited to, the following:

(1) Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants, or contaminants: This factor is present at the Site due to the actual or potential volatilization of the impacted groundwater and actual or potential migration of these vapors into the indoor air of nearby residential and commercial buildings.

(2) Actual or potential contamination of drinking water supplies or sensitive ecosystems. This factor is present at the Site because an aquifer that could support potable uses is contaminated at levels that exceed MCLs.

(3) Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released. This factor is present at the Site because precipitation can cause additional migration of contaminants from source areas to groundwater.

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

VI. SETTLEMENT AGREEMENT AND ORDER

12. Based upon EPA's Findings of Fact and Conclusions of Law and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that each Respondent shall comply with all applicable provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

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

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

14. a. Respondents have designated, and EPA has not disapproved, the following individuals as Project Coordinators, who shall be responsible for administration of all actions by Respondents required by this Settlement:

For Genuine Parts: Andrew A. Gremos LPG CHMM
Principal
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One Indiana Square, Suite 2335
Indianapolis, IN 46204
D +1 (317) 8034605
M +1 (317) 2134352
agremos@ramboll.com

For AMMH: Andrew N. Safford, PE
Vice President
EKI Environment & Water, Inc.
2001 Junipero Serra Boulevard, Suite 300
Daly City, California 94014
T: (650) 292-9100
D: (650) 292-9073
asafford@ekiconsult.com

b. To the greatest extent possible, the Project Coordinators 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, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, email address, and qualifications within 10 business days following EPA's disapproval. Notice or communication relating to this Settlement from EPA to Respondents' Project Coordinator shall constitute notice or communication to all Respondents.

15. EPA has designated Mary Tierney and James Saric of EPA Region 5's Superfund & Emergency Management Division as its Remedial Project Managers/On-Scene Coordinators ("RPM/OSC"). EPA and Respondents shall have the right, subject to Paragraph 14, to change their respective designated RPM/OSC or Project Coordinator. EPA shall notify Respondents, and Respondents shall notify EPA, as early as possible, but in no case less than 72 hours before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

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

VIII. WORK TO BE PERFORMED

17. Each Respondent shall perform, at a minimum, all actions necessary to implement the actions for which it is responsible (individually or jointly and severally) under the EPA-approved SOW, attached as Appendix B. The actions to be implemented for which one or both Respondents are responsible, as applicable, generally include, but are not limited to, the following: Task 1: Communications and Meetings; Task 2: Community Involvement Support; Task 3: Engineering Evaluation/Cost Analysis ("EE/CA") Support Plans; Task 4: Soil COC Source Area Delineation; Task 5: Groundwater COC Plume Delineation; Task 6, Vapor Intrusion ("VI") Work; Task 7: Pilot Studies and Response Evaluation; Task 8: Progress Reports and Interim Reports; and Task 9: EE/CA Report. Actions beyond those for which Respondents are responsible under the EPA-approved SOW or an EPA-approved deliverable under the SOW shall be considered additional response actions subject to the provisions of Section XXV.

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

19. Submission of Deliverables

a. To perform the removal action generally described in Paragraph 17 above, each Respondent shall submit to EPA for approval all the deliverables listed in the SOW for which it is responsible (individually or jointly and severally) in accordance with the schedule in the SOW. Any deliverable under the SOW will be approved pursuant to the process outlined in Paragraph 20 unless such deliverable is approved by EPA prior to the Effective Date.

b. General Requirements for Deliverables

(1) Except as otherwise provided in this Settlement, Respondents shall direct all submissions required by this Settlement to the RPM/OSC at

Mary Tierney
Remedial Project Manager
U.S. EPA, Region 5, SR-6J
Superfund & Emergency Management
Division
77 West Jackson Blvd.
Chicago, IL 60604
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James Saric
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U.S. EPA, Region 5, SR-6J
Superfund & Emergency Management
Division
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Chicago, IL 60604
(312) 886-0992
james.saric@epa.gov

Each Respondent shall submit all deliverables required from it by this Settlement, the attached SOW, or any approved work plan to EPA in accordance with the schedule set forth in such plan or the SOW.

(2) Each Respondent shall submit all deliverables for which it is responsible in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in Paragraph 19.c. All other deliverables shall be submitted to EPA in the form specified by the RPM/OSC. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Respondents shall also provide EPA with paper copies of such exhibits if requested.

c. Technical Specifications for Deliverables

(1) Sampling and monitoring data should be submitted in standard Regional Electronic Data Deliverable (“EDD”) format. See Region 5 EDD requirements at <https://www.epa.gov/superfund/region-5-superfund-electronic->

[data-submission](#). Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

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

(3) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> and https://www.epa.gov/sites/production/files/2020-02/documents/r5comprehensivemanual_feb2020.pdf for any further available guidance on attribute identification and naming.

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

20. Approval of Deliverables

a. Initial Submissions

(1) After review of any deliverable that is required to be submitted for EPA approval under this Settlement or the attached SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.

(2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

b. **Resubmissions.** Upon receipt of a notice of disapproval under Paragraph 20.a(1) (Initial Submission), or if required by a notice of approval upon specified conditions under Paragraph 20.a, the submitting Respondent(s) shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (i) approve, in

whole or in part, the resubmission; (ii) approve the resubmission upon specified conditions; (iii) modify the resubmission; (iv) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (v) any combination of the foregoing.

c. **Implementation.** Upon approval, approval upon conditions or modification by EPA under Paragraph 20.a (Initial Submissions) or Paragraph 20.b (Resubmissions), of any deliverable, or any portion thereof: (i) such deliverable, or portion thereof, will be incorporated into and enforceable under the Settlement; and (ii) the submitting Respondent(s) shall take any action required by such deliverable, or portion thereof. Implementation of any non-deficient portion of a submission shall not relieve said Respondent of any liability for penalties under Section XVII (Stipulated Penalties) for violations of this Settlement.

21. Notwithstanding the receipt of a notice of disapproval, submitting Respondent(s) shall proceed to take any action required by any approved portion of the submission, unless otherwise directed by EPA.

22. In the event that EPA takes over some of the tasks, but not the preparation of the EE/CA, Respondents shall incorporate and integrate information supplied by EPA into the EE/CA.

23. Neither Respondent may proceed with any activities or tasks for which it is responsible under this Settlement that depend on the following deliverables until receiving EPA approval, approval on conditions, or modification of such deliverables: QAPP Addenda, if any; Soil and/or Groundwater Source Investigation Work Plan; proposed modifications to the Semi-annual Groundwater Monitoring Plan, if any; proposed modification to the AS-SVE Pilot Study Work Plan, if any; and New VI Assessment Work Plans. While awaiting EPA approval, approval on conditions, or modification of these deliverables, each Respondent shall proceed with all other tasks and activities for which it is Responsible under this Settlement that may be conducted independently of these deliverables, in accordance with the schedule set forth under this Settlement.

24. For all remaining deliverables not listed in Paragraph 23, Respondents shall proceed with all subsequent tasks, activities, and deliverables without awaiting EPA approval of the submitted deliverable. EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the Work.

25. **Material Defects.** If an initially submitted or resubmitted plan, report, or other deliverable contains a material defect, and the plan, report, or other deliverable is disapproved or modified by EPA under Paragraph 20.a (Initial Submissions) or 20.b (Resubmissions) due to such material defect, the submitting Respondent(s) shall be deemed in violation of this Settlement for failure to submit such plan, report, or other deliverable timely and adequately. The submitting Respondent(s) may be subject to penalties for such violation as provided in Section XVII (Stipulated Penalties).

26. Neither failure of EPA to expressly approve or disapprove of a Respondent's submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA.

27. **Health and Safety Plan.** Within 10 days after the Effective Date, each Respondent shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement. This plan shall be prepared in accordance with "OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities," Pub. 9285.0-OIC (Nov. 2002), available on the NSCEP database at <https://www.epa.gov/nscep>, and "EPA's Emergency Responder Health and Safety Manual," OSWER Directive 9285.3-12 (July 2005 and updates), available at https://www.epaosc.org/_HealthSafetyManual/manual-index.htm. In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

28. **Quality Assurance, Sampling, and Data Analysis**

a. Each Respondent shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with "EPA Requirements for Quality Assurance Project Plans (QA/R5)" EPA/240/B-01/003 (March 2001, reissued May 2006), "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005). Any Quality Assurance Project Plan approved by EPA in the Statement of Work shall be deemed to comply with the requirements of this Settlement.

b. If additional analysis is needed, within 30 days after a request from EPA, Respondents (individually or jointly, as applicable) shall submit an additional Sampling and Analysis Plan to EPA for review and approval. This plan shall consist of a Field Sampling Plan ("FSP") and a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP, and EPA guidance, including, but not limited to, "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002), "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" EPA 240/B-01/003 (March 2001, reissued May 2006), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005). Upon its approval by EPA, the Sampling and Analysis Plan shall be incorporated into and become enforceable under this Settlement.

c. Each Respondent shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by the Respondent in implementing this Settlement. In addition, each Respondent shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance, quality control, and technical activities that will satisfy the stated performance criteria as specified in the QAPP and that sampling and field activities are conducted in accordance with the Agency's "EPA QA Field Activities Procedure," CIO 2105-P-02.1 (9/23/2014) available at <http://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures>. Each Respondent shall ensure

that the laboratories it utilizes for the analysis of samples taken pursuant to this Settlement meet the competency requirements set forth in EPA's "Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions" available at <http://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements> and that the laboratories perform all analyses according to accepted EPA methods. Accepted EPA methods consist of, but are not limited to, methods that are documented in the EPA's Contract Laboratory Program (<http://www.epa.gov/clp>), SW 846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (<https://www.epa.gov/hw-sw846>), "Standard Methods for the Examination of Water and Wastewater" (<http://www.standardmethods.org/>), 40 C.F.R. Part 136, "Air Toxics - Monitoring Methods" (<http://www3.epa.gov/ttnamti1/airtox.html>).

d. However, upon approval by EPA, after a reasonable opportunity for review and comment by the State, a Respondent may use other appropriate analytical method(s), as long as (i) quality assurance/quality control ("QA/QC") criteria are contained in the method(s) and the method(s) are included in the QAPP, (ii) the analytical method(s) are at least as stringent as the methods listed above, and (iii) the method(s) have been approved for use by a nationally recognized organization responsible for verification and publication of analytical methods, e.g., EPA, ASTM, NIOSH, OSHA, etc. Each Respondent shall ensure that all laboratories it uses for analysis of samples taken pursuant to this Settlement have a documented Quality System that complies with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014), and "EPA Requirements for Quality Management Plans (QA/R-2)" EPA/240/B-01/002 (March 2001, reissued May 2006), or equivalent documentation as determined by EPA. EPA may consider Environmental Response Laboratory Network ("ERLN") laboratories, laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP"), or laboratories that meet International Standardization Organization (ISO 17025) standards or other nationally recognized programs as meeting the Quality System requirements. Each Respondent shall ensure that all field methodologies utilized by it in collecting samples for subsequent analysis pursuant to this Settlement are conducted in accordance with the procedures set forth in a QAPP approved by EPA.

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

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

g. Respondents waive any objections to any data gathered, generated, or evaluated by EPA, the State, or Respondents in the performance or oversight of the Work that has been verified according to the QA/QC procedures required by the Settlement or any EPA-

approved Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the Work, Respondents shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days after the monthly progress report containing the data.

29. **Community Involvement Plan.** EPA has prepared a community involvement plan, in accordance with EPA guidance and the NCP. As needed, EPA will update the community involvement plan. If requested by EPA, Respondents shall participate in Site-related community involvement activities to the extent provided for under the SOW.

30. **Progress Reports.** Respondents shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement on a monthly basis, or as otherwise requested by EPA, from the Effective Date until issuance of Notice of Completion of Work pursuant to Section XXVI, unless otherwise directed in writing by the RPM/OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

31. **Off-Site Shipments**

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

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

c. Each Respondent may ship Investigation Derived Waste ("IDW") from the Site to an off-Site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA's "Guide to Management of Investigation Derived Waste," OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the

Action Memorandum. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-Site for treatability studies, are not subject to 40 C.F.R. § 300.440.

IX. PROPERTY REQUIREMENTS

32. **Agreements Regarding Access and Non-Interference.** Respondents (individually or jointly, as may be applicable) shall, with respect to any Non-Settling Owner's Affected Property that is not currently the subject of an Existing Access Agreement, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondent(s) and the EPA, providing that such Non-Settling Owner (i) provide the EPA, the State, said Respondent(s), and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those activities listed in Paragraph 32.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the removal action. Respondents shall provide a copy of such agreement(s) to EPA and the State.

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

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as defined in the approved QAPP;
- (7) Implementing the Work pursuant to the conditions set forth in Paragraph 76 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with Section X (Access to Information);
- (9) Assessing each Respondent's compliance with the Settlement;

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

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

33. **Best Efforts.** As used in this Section, “best efforts” means the efforts that a reasonable person in the position of Respondent(s) would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access rights as described in Paragraph 32(i). If Respondents are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondent(s), or take independent action, in obtaining such access and/or use restrictions. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid constitute Future Response Costs to be reimbursed under Section XIV (Payment of Response Costs).

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

35. Notwithstanding any provision of the Settlement, EPA and the State retain all of their access authorities and rights, as well as all of their rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

36. Each Respondent shall provide to EPA and the State, 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 that Respondent’s possession or control or that of their contractors or agents relating to the Work or to the implementation of this Settlement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. Respondents shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

37. Privileged and Protected Claims

a. Notwithstanding any other provision of this Settlement, each Respondent may assert all or part of a Record or other information sought or requested by EPA or the State is

privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondent complies with Paragraph 37.b, and except as provided in Paragraph 37.c.

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

c. Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Work, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, 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 Settlement.

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

39. Notwithstanding any provision of this Settlement, EPA and the State retain all of their 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

40. Except as set forth in any confidentiality agreement with EPA relating to the Site, until ten (10) years after EPA provides each Respondent with notice, pursuant to Section XXVI (Notice of Completion of Work), each Respondent 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 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 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.

41. At the conclusion of the document retention period, each Respondent 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 37 (Privileged and Protected Claims), shall deliver any such Records to EPA or the State.

42. 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 or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XII. COMPLIANCE WITH OTHER LAWS

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

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

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

45. **Emergency Response.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Respondents shall take these actions in accordance with all applicable provisions of this Settlement, including, but not limited to, any applicable Health and Safety Plan. Respondents shall also immediately notify the RPM/OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318 of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA for all costs of such response action not inconsistent with the NCP pursuant to Section XIV (Payment of Response Costs).

46. **Release Reporting.** Upon the occurrence of any event during performance of the Work that a Respondent is required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (“EPCRA”), 42 U.S.C. § 11004, such Respondent shall immediately orally notify the RPM/OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318 and the National Response Center at (800) 424-8802. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of EPCRA, 42 U.S.C. § 11004.

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

XIV. PAYMENT OF RESPONSE COSTS

48. Payment for Past Response Costs.

a. Within 60 days of the Effective Date of this Agreement, the Respondents shall pay to the EPA Hazardous Substance Superfund \$2,825,000 in reimbursement and final settlement of Past Response Costs, plus an additional sum for Interest on that amount calculated from the date set forth in the definition of Past Response Costs through the date of payment.

b. **Deposit of Past Response Costs Payments.** The total amount to be paid by Respondents pursuant to Paragraph 48.a shall be deposited by EPA in the West Vermont Drinking Water Contamination Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

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

a. **Periodic Bills.** On a periodic basis, EPA will send Respondents a bill requiring payment that includes an Itemized Cost Summary, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in Paragraph 52 (Contesting Future Response Costs).

b. **Deposit of Future Response Costs Payments.** The total amount to be paid by Respondents pursuant to Paragraph 49.a (Periodic Bills) shall be deposited by EPA in the West Vermont Drinking Water Contamination Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the West Vermont Drinking Water Contamination Site Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site.

50. **Payment Instructions.**

a. For all payments due under Paragraph 48 (Payments for Past Response Costs) and Paragraph 49 (Payments for Future Response Costs), Respondents shall make such payments by Fedwire EFT, by Automatic Clearinghouse (ACH), at <https://www.pay.gov>, or by official bank check made payable to "EPA Hazardous Substances Superfund" in accordance with the instructions below. Each payment shall include a reference to the Site/Spill ID.

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

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

<https://www.pay.gov>: In accordance with instructions to be provided to SDs by EPA following lodging of the CD.

Address for bank check: U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Respondents shall send notice that payment has been made to

Mary Tierney
Remedial Project Manager
U.S. EPA, Region 5, SR-6J
Superfund & Emergency Management
Division
77 West Jackson Blvd.
Chicago, IL 60604
(312) 886-4785
tierney.mary@epa.gov

James Saric
Remedial Project Manager
U.S. EPA, Region 5, SR-6J
Superfund & Emergency Management
Division
77 West Jackson Blvd.
Chicago, IL 60604
(312) 886-0992
james.saric@epa.gov

and to the EPA Cincinnati Finance Office by email at
cinwd_acctsreceivable@epa.gov, or by mail to

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

Such notice shall reference Site/Spill ID Number B5UJ and the EPA docket number for this action.

51. **Interest.** In the event that any payment for Past Response Costs or Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVII (Stipulated Penalties).

52. **Contesting Future Response Costs.** Either or both Respondents may initiate the procedures of Section XV (Dispute Resolution) regarding payment of any Future Response Costs billed under Paragraph 49 (Payments for Future Response Costs) if either determines that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, a Respondent shall submit a Notice of Dispute in writing to the RPM/OSC within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If a Respondent submits a Notice of Dispute, Respondent shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 50, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC") and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent(s) shall send to the RPM/OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow

account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 15 days after the resolution of the dispute, the disputing Respondent(s) shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 50. If the disputing Respondent(s) prevail concerning any aspect of the contested costs, such Respondent(s) shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 50. 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 under Respondents' obligation to reimburse EPA for its Future Response Costs.

XV. DISPUTE RESOLUTION

53. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally. In the event that the resolution of the dispute will impact any Respondent that did not initiate dispute resolution, that Respondent shall be included in the dispute resolution process.

54. **Informal Dispute Resolution.** If any Respondent objects to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, it/they shall send EPA a written Notice of Dispute describing the objection(s) within 10 days after such action. EPA and Respondents shall have 21 days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended 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 Settlement.

55. **Formal Dispute Resolution.** If the relevant Parties are unable to reach an agreement within the Negotiation Period, Respondents (individually or collectively, as applicable) shall, within 20 days after the end of the Negotiation Period, submit a statement of position to the RPM/OSC. EPA may, within 20 days thereafter, submit a statement of position. Thereafter, an EPA management official at the Superfund & Emergency Management Division Director level or higher will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

56. Except as provided in Paragraph 52 (Contesting Future Response Costs) or as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement. Except as provided in Paragraph 66, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that 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

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

58. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which either or both Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify EPA’s RPM/OSC orally or, in his or her absence, the alternate EPA RPM/OSC, or, in the event both of EPA’s designated representatives are unavailable, the Division Director, Superfund & Emergency Management Division, EPA Region 5, within 48 hours of when Respondent(s) first knew that the event might cause a delay. Within 7 days thereafter, Respondent(s) shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent’s(s’) rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondent(s), 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. Each Respondent shall be deemed to know of any circumstance of which Respondent, any entity controlled by Respondent, or Respondent’s contractors knew or should have known. Failure by a Respondent to comply with the above requirements regarding an event shall preclude such Respondent from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 57 and whether Respondents have exercised their best efforts under Paragraph 57, EPA may, in its unreviewable discretion, excuse in writing a Respondent’s failure to submit timely or complete notices under this Paragraph.

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

majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

60. If either or both 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, Respondent(s) shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent(s) complied with the requirements of Paragraphs 57 and 58. If Respondent(s) carry this burden, the delay at issue shall be deemed not to be a violation by Respondent(s) of the affected obligation of this Settlement identified to EPA.

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

XVII. STIPULATED PENALTIES

62. Each Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 63 and 64 for failure to comply with its obligations specified in Paragraphs 63 and 64, unless excused under Section XVI (Force Majeure). If the obligation is joint and several, each Respondent shall be liable for the stipulated penalty amount below. "Comply" as used in the previous sentence include compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement.

63. Stipulated Penalty Amounts - Payments, Financial Assurance, Major Deliverables, and Other Milestones

a. In accordance with Paragraph 62, the following stipulated penalties shall accrue for Respondents per violation per day for any noncompliance identified in Paragraph 63.b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$350/day for the	1st through 14th day
\$1,000/day for the	15th through 30th day
\$1,750/day for the	31st day and beyond

b. Obligations

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

(2) Submit a draft EE/CA Report

(3) Submit a final EE/CA Report

64. **Stipulated Penalty Amounts – Other Deliverables.** In accordance with Paragraph 62, the following stipulated penalties shall accrue for each Respondent per violation per day for failure to submit timely or adequate deliverables pursuant to this Settlement, other than those specified in Paragraph 63.b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$125/day for the	1st through 14th day
\$350/day for the	15th through 30th day
\$750/day for the	31st day and beyond

65. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 76 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$100,000.

66. 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 with respect to a decision by the EPA Management Official at the Superfund & Emergency Management Division Director level or higher, under Paragraph 55 (Formal Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

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

68. All penalties accruing under this Section shall be due and payable to EPA within 30 days after a Respondent's 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 50 (Payment Instructions) .

69. If a Respondent fails to pay stipulated penalties when due, such Respondent shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondent has timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 66 until the date of payment; and (b) if Respondent fails to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 68 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.

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

71. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided however, that EPA shall not seek civil penalties pursuant to Section 106(b) or Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 76 (Work Takeover).

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

XVIII. COVENANTS BY EPA

73. Except as provided in Section XIX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs paid under this Settlement. 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 Settlement. These covenants extend only to Respondents and do not extend to any other person, provided, however, that these covenants (and the reservations thereto) shall also apply to the Other Covered Parties who are AIMCO affiliates who received General Notice Letters for the Site.

XIX. RESERVATIONS OF RIGHTS BY EPA

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

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

- a. liability for failure by Respondent(s) to meet a requirement of this Settlement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for violations of federal or state law that occur during or after implementation of the Work;
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site after June 30, 2019.

76. Work Takeover

- a. In the event EPA determines that a Respondent: (1) has ceased implementation of any portion of the Work for which it is responsible; (2) is seriously or repeatedly deficient or late in their performance of the Work for which it is responsible; or (3) is implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice (“Work Takeover Notice”) to said Respondent. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide said Respondent a period of 30 days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.
- b. If, after expiration of the 30-day notice period specified in Paragraph 76.a, the Respondent has not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work for which the Respondent is responsible as EPA deems necessary (“Work Takeover”). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted with respect to either Respondent under this Paragraph 76.b.
- c. Respondents may invoke the procedures set forth in Paragraph 55 (Formal Dispute Resolution) to dispute EPA’s implementation of a Work Takeover under Paragraph 76.b.

However, notwithstanding Respondents' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 76.b until the earlier of (1) the date that Respondents remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 55 (Formal Dispute Resolution).

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

XX. COVENANTS BY RESPONDENTS

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

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

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

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.

78. Except as provided in Paragraph 81 (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 75.a (liability for failure to meet a requirement of the Settlement), 75.d (criminal liability), or 75.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.

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

80. Respondents and the Other Covered Parties reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is

defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

81. Waiver of Claims by Respondents

a. Respondents and the Other Covered Parties 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 or the Other Covered Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

b. Exceptions to Waiver

(1) The waiver under this Paragraph 81 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 waiver if such person asserts a claim or cause of action relating to the Site against such Respondent.

(2) The waiver under Paragraph 81.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

82. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents.

The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

83. Except as expressly provided in Paragraphs 81 (Waiver of Claims by Respondents) and Section XVIII (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

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

XXII. EFFECT OF SETTLEMENT/CONTRIBUTION

85. Except as provided in Paragraphs 81 (Waiver of Claims by Respondents), nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XX (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

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

87. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent and the Other Covered Parties have, 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).

88. Each Respondent and the Other Covered Parties shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent and the Other Covered Parties also shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon it.

In addition, each Respondent and the Other Covered Parties shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

89. 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 and the Other Covered Parties 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).

90. Effective upon signature of this Settlement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by Paragraph 48 (Payment for Past Response Costs) and, if any, Section XVII (Stipulated Penalties) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 86 and that, in any action brought by the United States related to the “matters addressed,” such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XXIII. INDEMNIFICATION

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

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

93. Each Respondent covenants not to sue and agrees 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 the Respondent and any person for performance of work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, each Respondent 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 the Respondent and any person for performance of Work, including, but not limited to, claims on account of construction delays.

XXIV. MODIFICATION

94. The RPM/OSC may modify any plan or schedule or 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 RPM/OSC's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the Parties.

95. If Respondents seek permission to deviate from any approved work plan or schedule or the SOW, Respondents' Project Coordinator(s) 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 RPM/OSC pursuant to Paragraph 94.

96. No informal advice, guidance, suggestion, or comment by the RPM/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 Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXV. ADDITIONAL RESPONSE ACTION

97. If EPA determines that additional response activity not included in the SOW or other approved plan(s) are necessary to protect public health, welfare, or the environment, and such additional response actions are consistent with the SOW and necessary to develop non-time-critical removal action alternatives with respect to the COC groundwater plume at the Site, EPA will notify Respondents of that determination. Unless otherwise stated by EPA, within 60 days after receipt of notice from EPA that additional response actions are necessary to protect public health, welfare, or the environment, Respondents shall submit for approval by EPA a work plan for the additional response actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Settlement. Upon EPA's approval of the plan pursuant to Paragraph 20 (Approval of Deliverables), Respondents shall implement the plan for additional response actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the RPM/OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXIV (Modification).

XXVI. NOTICE OF COMPLETION OF WORK

98. When EPA determines, after EPA's review of the EE/CA Report, that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations required by this Settlement, including payment of Future Response Costs, or record retention, EPA will provide written notice to Respondents.

XXVII. PUBLIC COMMENT

99. Final acceptance by EPA of the Past Response Costs compromise included in this Settlement shall be subject to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i), which requires EPA to publish notice of the proposed settlement in the Federal Register, to provide persons who are not Parties to the proposed settlement an opportunity to comment, solely, on the cost recovery component of the settlement, and to consider comments filed in determining whether to consent to the proposed settlement. EPA may withhold consent from, or seek to modify, all or part of Section XIV (Payment of Response Costs) of this Settlement if comments received disclose facts or considerations that indicate that Section XIV of this Settlement is inappropriate, improper, or inadequate. Otherwise, Section XIV shall become effective when EPA issues notice to Respondents that public comments received, if any, do not require EPA to modify or withdraw from Section XIV of this Settlement.

XXVIII. NOTICES AND SUBMISSIONS

100. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

Susan Prout
Associate Regional Counsel
U.S. EPA, Region 5, C-14J
Office of Regional Counsel
77 W. Jackson Blvd.
Chicago, IL 60604
(312) 353-1029
prout.susan@epa.gov

Mary Tierney
Remedial Project Manager
U.S. EPA, Region 5, SR-6J
Superfund & Emergency Management
Division
77 West Jackson Blvd.

Chicago, IL 60604
(312) 886-4785
tierney.mary@epa.gov

James Saric
Remedial Project Manager
U.S. EPA, Region 5, SR-6J
Superfund & Emergency Management Division
77 West Jackson Blvd.
Chicago, IL 60604
(312) 886-0992
james.saric@epa.gov

As to Settling Parties and Other Covered Parties:

AIMCO Michigan Meadows Holdings, LLC, AIMCO Properties, L.P. nka Apartment Income REIT, L.P., and AIMCO-GP, Inc. nka AIR-GP, Inc.

Lisa Cohn
President and General Counsel
AIMCO Michigan Meadows Holdings, LLC
AIMCO Properties, L.P. nka Apartment Income REIT, L.P.
AIMCO-GP, Inc. nka AIR-GP, Inc.
4582 S. Ulster St. Pkwy., Suite 1700
Denver, Colorado 80237

Apartment Investment and Management Company

Jennifer Johnson
Executive Vice President, Chief Administrative Officer & General Counsel
Apartment Investment and Management Company
4582 S. Ulster St. Pkwy., Suite 1450
Denver, Colorado 80237

Scott H. Reisch
Hogan Lovells US LLP
1601 Wewatta Street, Suite 900
Denver, Colorado 80202

Genuine Parts Company

Christopher T. Galla
Vice President & General Counsel
Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339

Douglas E. Cloud
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street, N.E., Promenade, Suite 900
Atlanta, Georgia 30309

XXIX. ATTORNEY GENERAL APPROVAL

101. The Attorney General or his designee has approved the response cost settlement embodied in this Settlement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XXX. INTEGRATION/APPENDICES

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

- a. “Appendix A” is a map generally depicting the Site area.
- b. “Appendix B” is the SOW.

XXXI. EFFECTIVE DATE

103. This Settlement shall be effective upon signature by the Director, Superfund & Emergency Management Division, with the exception of the Past Response Costs compromise included in this Settlement, which shall be effective when EPA issues notice to Respondents and the Other Covered Parties that public comments received, if any, do not require EPA to modify or withdraw from Section XIV (Payment of Response Costs).

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

August 6, 2021

Dated

 Digitally signed by Ballotti,
Doug
Date: 2021.08.06
14:31:33 -05'00'

Douglas Ballotti, Director,
Superfund & Emergency Management Division
Region 5
U.S. Environmental Protection Agency

Signature Page for Settlement Regarding West Vermont Drinking Water Contamination Site

7/30/21
Dated

FOR Genuine Parts Company:



[Name]

[Title]

[Company]

[Address]

CHRISTOPHER T. GALLA
Vice President
General Counsel

Signature Page for Settlement Regarding West Vermont Drinking Water Contamination Site

**FOR AIMCO Michigan Meadows Holdings,
LLC:**

**By: AIMCO Properties, L.P. nka Apartment
Income REIT, L.P.**

**By: AIR GP, Inc.
(fka AIMCO-GP, Inc.)**

7-30-2021

Dated



[Name]

[Title]

[Company]

[Address]

**Lisa R. Cohn
President and General Counsel**

Signature Page for Settlement Regarding West Vermont Drinking Water Contamination Site

**FOR AIMCO Properties, L.P. nka Apartment
Income REIT, L.P. :**

By AIRGL, Inc. (fka AIMCO-GL, Inc.)

7-30-2021

Dated



[Name]

[Title]

[Company]

[Address]

Lisa R. Cohn

President and General Counsel

Signature Page for Settlement Regarding West Vermont Drinking Water Contamination Site

The Other Covered Party identified below executes this Signature Page for the limited purpose of accepting the benefits that such Party is receiving under this Settlement and assenting to such Party's covenants and commitments in Section XX and Section XXII:

FOR AIMCO-GP, Inc. nka AIR-GP, Inc.:

7-30-2021

Dated



[Name]

[Title]

[Company]

[Address]

Lisa R. Cohn


President and General Counsel

Signature Page for Settlement Regarding West Vermont Drinking Water Contamination Site

The Other Covered Party identified below executes this Signature Page for the limited purpose of accepting the benefits that such Party is receiving under this Settlement and assenting to such Party's covenants and commitments in Section XX and Section XXII:

**FOR Apartment Investment and Management
Company**

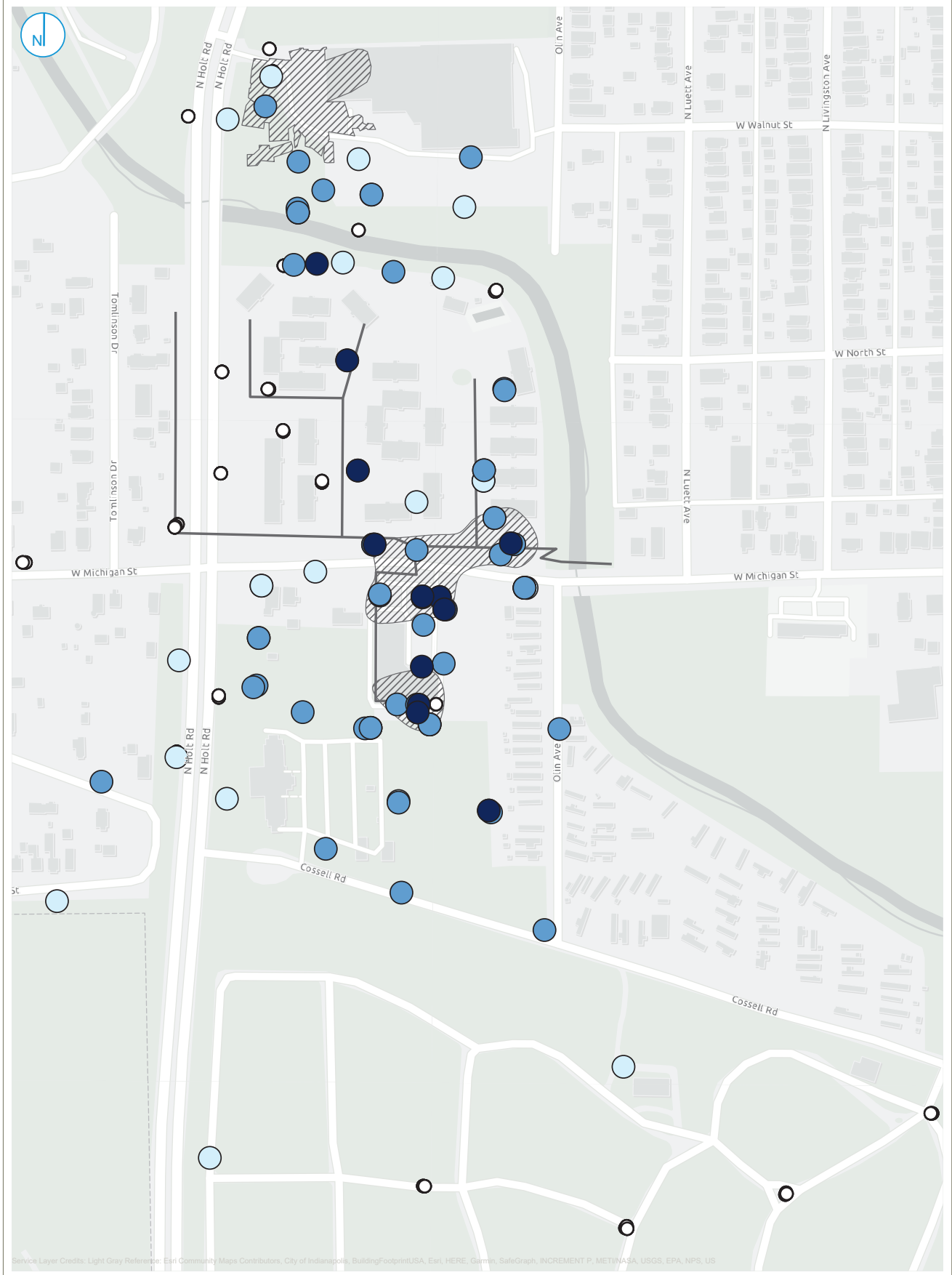
7/30/21
Dated


[Name] Jennifer Johnson
[Title] EVP, General Counsel and CAO
[Company] Apartment Investment + Management Company
[Address] 482 S. Ulster St., Suite 1450, Denver CO 80237

APPENDIX A SITE MAP

FOR ENGINEERING EVALUATION/COST ANALYSIS

**AT THE WEST VERMONT DRINKING WATER
CONTAMINATION SITE, INDIANAPOLIS, INDIANA**



DETECTIONS OF ONE OR MORE CONTAMINANTS OF CONCERN **SOURCE AREA**
≤ MCL
≤ 10X MCL
≤ 100X MCL
> 100X MCL
SEWER LINE

SITE MAP

APPENDIX A

NOTES:
 1) ALL DATA BASED ON OCTOBER 2020 MONITORING EVENT.

RAMBOLL US CORPORATION
 A RAMBOLL COMPANY

RAMBOLL

APPENDIX B
STATEMENT OF WORK

FOR ENGINEERING EVALUATION/COST ANALYSIS

**AT THE WEST VERMONT DRINKING WATER
CONTAMINATION SITE, INDIANAPOLIS, INDIANA**

Table of Contents

I. PURPOSE	1
II. SITE ORGANIZATION	1
III. DOCUMENT REVIEW	2
IV. SCOPE OF WORK AND TASKS	2
1. TASK 1: COMMUNICATIONS AND MEETINGS	2
2. TASK 2: COMMUNITY INVOLVEMENT SUPPORT	3
3. TASK 3: EE/CA SUPPORT PLANS	3
3.1. Health and Safety Plan (H&S Plan)	3
3.2. Quality Assurance Project Plan (QAPP)	3
4. TASK 4: SOIL COC SOURCE AREA DELINEATION	4
4.1. Passive Soil Gas (PSG) Investigation	4
4.2. Active Soil Gas (ASG) Investigation	4
4.3. Additional Soil and/or Groundwater Source Investigation(s)	4
5. TASK 5: GROUNDWATER COC DELINEATION	4
5.1. Installation of New Wells	5
5.2. Initial Rounds of Groundwater Monitoring	5
5.3. Subsequent Rounds of Groundwater Monitoring	5
6. TASK 6: VI WORK	5
6.1. Continue Existing Monitoring and Maintenance at Michigan Plaza Sub-site	5
6.2. VI Assessment – Potential Preferential Sewer Pathway	6
6.3. VI Assessment – Groundwater Vapors	6
7. TASK 7: PILOT STUDIES AND RESPONSE EVALUATION	6
7.1. Air Sparge/Soil Vapor Extraction (AS/SVE) Pilot Study	6
7.2. Other Pilot Study(ies)	6
7.3. Response Alternative Evaluation of Genuine Parts Sub-site	7
8. TASK 8: PROGRESS REPORTS AND INTERIM REPORTS	7
9. TASK 9: ENGINEERING EVALUATION / COST ANALYSIS REPORT	7
V. SCHEDULE	8

Figure 1 – Property Boundary Map

Figure 2 – Groundwater Monitoring Well Locations

Table 1: Initial Semi-Annual Groundwater Monitoring Wells

Table 2: Subsequent Semi-Annual Groundwater Monitoring Wells

Table 3: Water Elevation Measurement Locations

Exhibit A – Schedule

Exhibit B – EE/CA Support Deliverables Submitted Before the Effective Date of the ASOC

STATEMENT OF WORK FOR ENGINEERING EVALUATION/COST ANALYSIS AT WEST VERMONT DRINKING WATER CONTAMINATION SITE, INDIANAPOLIS, INDIANA

I. PURPOSE

The purpose of this Statement of Work (SOW) is to set forth requirements for the preparation of an Engineering Evaluation/Cost Analysis (EE/CA) which shall evaluate alternatives for conducting a non-time-critical removal action (NTCRA) at the West Vermont Drinking Water Contamination Site (Site). This SOW is Appendix B to an Administrative Settlement Agreement and Order on Consent (ASAO) among AIMCO Michigan Meadows Holdings, L.L.C. and AIMCO Properties, L.P. nka Apartment Income REIT, L.P. (AMMH Respondent) and Genuine Parts Company (Genuine Parts Respondent) (collectively, Respondents) and the U.S. Environmental Protection Agency (EPA). The EE/CA shall be conducted consistent with EPA guidance entitled, "Guidance on Conducting Non-Time-Critical Removal Actions Under CERCLA," EPA/540-R-93-057, Publication 9360.32, PB 93-963402, dated August 1993. EPA will consult with the Indiana Department of Environmental Management (IDEM) regarding the EE/CA and NTCRA at the Site. The Respondents shall furnish all personnel, materials, and services necessary for, or incidental to, performing the EE/CA at the Site, except as otherwise specified herein.

In order to develop NTCRA alternatives, the EE/CA shall evaluate the nature and extent of contaminants of concern (COCs) in groundwater, soil, and vapors at the Site in accordance with the ASAO and this SOW. Site-related chlorinated volatile organic compounds (cVOCs) that have been identified as COCs include: tetrachloroethene (PCE); trichloroethene (TCE); dichloroethene (DCE); and vinyl chloride. Other COCs may be identified in the EE/CA, as appropriate. The EE/CA shall include an analysis of the subsurface geologic conditions that may affect performance of NTCRA alternatives to be included in the EE/CA. To the extent possible, as approved by EPA, the EE/CA will incorporate and build on previous work and information.

II. SITE ORGANIZATION

The West Vermont Drinking Water Contamination Site includes a comingled groundwater plume on the west side of Indianapolis, IN. The groundwater contamination is located beneath and downgradient of two areas that EPA has designated Sub-sites for the purposes of this ASAO and SOW. Groundwater contamination is also detected in some wells west of Holt Road in a residential area and south of the Sub-sites in Floral Park Cemetery. Figure 1 shows the two Sub-sites, cemetery, and the residential area.

The Michigan Plaza Sub-site consists of the Michigan Plaza and Maple Creek Village Apartments (formerly known as Michigan Meadows Apartments) properties. Michigan Plaza (also referred to in some Site documents as "the Plaza") is a multi-unit commercial development consisting of addresses between 3801-3823 on West Michigan Street in Indianapolis, Indiana. The Maple Creek Village Apartments (also referenced as the "Apartments" in some Site documents) are located across Michigan Street to the north at 3800 West Michigan Street.

The Genuine Parts Sub-site is located at 700 North Olin Avenue, Indianapolis, Marion County, Indiana (depicted as the Former Allison Plant #10 on Figure 1). The property is the former General Motors Corporation, Allison Gas Turbine Division Plant 10. This SOW focuses on the Western Source Area of the Genuine Parts Sub-site and its associated groundwater contamination. Other contamination associated with the Genuine Parts Sub-site is being addressed through the IDEM Voluntary Remediation Program (VRP). The applicable IDEM VRP project number is 6991004.

III. DOCUMENT REVIEW

In accordance with the Schedule in Exhibit A to this SOW, the Respondents shall submit all documents or deliverables required as part of this SOW to EPA and IDEM, for review and approval by EPA, in consultation with IDEM, in accordance with Paragraph 20 of the ASAOC. Upon EPA's approval, Respondents shall implement the plans. At EPA's request the Respondents shall meet or confer to discuss the Work and deliverables.

IV. SCOPE OF WORK AND TASKS

The Respondents shall complete the following tasks as part of the Work for the Site:

- Task 1: Communication and Meetings
- Task 2: Community Involvement Support
- Task 3: EE/CA Support Plans
- Task 4: Soil COC Source Area Delineation
- Task 5: Groundwater COC Plume Delineation
- Task 6: Vapor Intrusion (VI) Work
- Task 7: Pilot Studies and Response Evaluation
- Task 8: Progress Reports and Interim Data Reports
- Task 9: EE/CA Report

Details regarding these tasks are specified below. Throughout 2020 and into 2021, the Respondents have been voluntarily conducting Work related to the above Tasks, with EPA oversight, in consultation with IDEM. Exhibit B contains a list of documents and records that were submitted by one or both Respondents and reviewed by EPA before the effective date of the ASAOC. These documents and records support the above Tasks leading to the EE/CA.

1. TASK 1: COMMUNICATIONS AND MEETINGS

This task delineates the requirements for the Respondents to provide communication to EPA in a timely and consistent manner. This task will include, but not be limited to, the following:

- Regularly scheduled meetings and/or conference calls among the Respondents and EPA.

- Preparation of progress reports submitted to EPA in accordance with Paragraph 30 of the ASAOC on the schedule in Exhibit A to this SOW.
- Notification to EPA of impending field activities at least 7 days prior to field activities. This will allow EPA to determine whether oversight of any field activities will occur.
- Distribution of deliverables. When modifying deliverables to address EPA comments, if requested by EPA, Respondents shall provide a redline version of the revised deliverables and/or a written response to each comment indicating how and where the comment was addressed.

2. TASK 2: COMMUNITY INVOLVEMENT SUPPORT

EPA, in consultation with IDEM, is responsible for developing and implementing community involvement activities for the Site in accordance with Section 300.415(n) of the National Contingency Plan (NCP). EPA will inform the Respondents of planned community involvement activities and, as EPA deems appropriate, will seek input from the Respondents. EPA has prepared a community involvement plan, in accordance with EPA guidance and the NCP. As needed, EPA will update the community involvement plan. Although implementing the community involvement plan is the responsibility of EPA, if requested by EPA, Respondents shall participate in Site-related community involvement activities, including participation in 1) the preparation of information regarding the Site history and/or Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, 2) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site, or 3) conducting other community involvement activities including those requested or suggested by Respondents and approved by EPA. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight.

3. TASK 3: EE/CA SUPPORT PLANS

In accordance with Sections 3.1 and 3.2 and the schedule in Exhibit A, each Respondent shall submit plans to support the characterization of the Site.

3.1. Health and Safety Plan (H&S Plan)

Each Respondent shall prepare and implement a H&S Plan in accordance with Paragraph 27 of the ASAOC.

3.2. Quality Assurance Project Plan (QAPP)

Prior to the effective date of the ASAOC each Respondent submitted QAPPs and EPA approved or is in the process of approving the QAPPs (see Exhibit B). Each Respondent shall continue to conduct work in accordance with its QAPP. Any needed amendments to the QAPPs shall be developed according to the requirements of Paragraph 28 of the ASAOC.

4. TASK 4: SOIL COC SOURCE AREA DELINEATION

The AMMH Respondent shall complete delineation of COCs in soil at the Michigan Plaza Sub-site, as set out in this Section 4, to locate additional source areas in soil, if any. This delineation shall include a thorough assessment of the extent to which sanitary sewers and/or associated soil are acting as a significant contaminant source to groundwater or a preferential pathway for COCs vapor intrusion of commercial and residential buildings and shall consist of the sampling described in Sections 4.1 and 4.2. If EPA directs Work under Task 4.3, EPA will identify the responsible Respondent(s).

4.1. Passive Soil Gas (PSG) Investigation

Prior to the effective date of the ASAOC, the AMMH Respondent conducted PSG sampling at 63 locations in accordance with the AMMH QAPP. The AMMH Respondent submitted the PSG results on June 9, 2020, with additional interpretation submitted in an August 25, 2020 report. The results will be further evaluated in the EE/CA.

4.2. Active Soil Gas (ASG) Investigation

Prior to the effective date of the ASAOC, and in accordance with the AMMH QAPP, the AMMH Respondent conducted ASG sampling at 12 locations approved by EPA on June 18, 2020, as an added check on PSG data representativeness. The AMMH Respondent submitted the ASG results in a report dated August 25, 2020. The results will be further evaluated in the EE/CA.

4.3. Additional Soil and/or Groundwater Source Investigation(s)

If EPA, in consultation with IDEM, deems it necessary to develop NTCRA alternatives with respect to potential COC source area(s) at the Site, EPA may direct that additional source area investigation(s) be conducted. If EPA so directs, one or both Respondents shall submit a work plan (including a modified QAPP and H&S Plan, if needed) to further investigate additional potential source areas. This plan shall be submitted in accordance with the schedule in Exhibit A and, as needed, may include but is not limited to: 1) soil confirmation samples; and 2) groundwater confirmation samples. The plan shall contain a description of equipment specifications, required analyses, sample types, and sample locations. The plan shall include a schedule for initiation and completion of the work. The results shall be reported in the EE/CA.

5. TASK 5: GROUNDWATER COC DELINEATION

The Respondents shall complete vertical and horizontal delineation of COCs in Site groundwater as set out in this Section 5. Groundwater monitoring has been, and shall continue to be, in accordance with the AMMH QAPP and subsequent additions to the scope of work, and the Genuine Parts QAPP and Groundwater Sampling Work Plan dated May 2020.

5.1. Installation of New Wells

Prior to the effective date of the ASAO, the AMMH Respondent completed vertical aquifer profiling at 13 locations and subsequently installed 16 new monitoring wells at seven of the 13 vertical aquifer profiling locations. Prior to the effective date of the ASAO, the Genuine Parts Respondent completed vertical aquifer sampling at five locations and installed seven new monitoring wells.

If EPA deems it necessary in order to develop NTCRA alternatives with respect to the COC groundwater contamination at the Site (including monitoring the extent of the Site), and if directed by EPA, Respondents shall install and sample additional wells.

5.2. Initial Rounds of Groundwater Monitoring

Prior to the effective date of the ASAO, the Respondents conducted two initial rounds of synoptic groundwater monitoring at the wells listed in Table 1, which are among those shown on Figure 2. The rounds were conducted in June/July and October 2020. The results were reported prior to the effective date of the ASAO (see Exhibit B) and shall be further evaluated in the EE/CA.

5.3. Subsequent Rounds of Groundwater Monitoring

The Respondents shall conduct semi-annual groundwater monitoring starting in April 2021 and every six months thereafter until the earlier of eighteen months after Respondents' submission of the EE/CA or six months after receipt of Notice of Completion pursuant to Section XXVI of the ASAO at the wells listed in Table 2, which are among those shown on Figure 2.

Contemporaneously, the Respondents shall also gauge the depth to groundwater/ water at all of the locations listed in Table 3. If EPA deems it necessary in order to develop NTCRA alternatives with respect to the COC groundwater contamination at the Site (including monitoring the extent of the Site), EPA, in consultation with IDEM, may direct a modification of the wells to be monitored. Respondents may request, for EPA's written approval, a modification of the wells monitored. The results shall be reported in semi-annual monitoring reports.

6. TASK 6: VI WORK

6.1. Continue Existing Monitoring and Maintenance at Michigan Plaza Sub-site

EPA, IDEM, and Respondents acknowledge that response options for the VI pathway will need to be developed in the EE/CA. Methane Shutdown Criteria and COC Shutdown Criteria may be established in the EE/CA, or those criteria may be developed or further refined in design. In accordance with the schedule in Exhibit A, the AMMH Respondent agrees to continue to operate, inspect, and perform maintenance on the existing sub-slab depressurization systems so these systems are effective in: 1) reducing methane in sub-slab soil gas to concentrations less than 5,000 parts-per-million by volume (ppmv), and 2) mitigating vapor intrusion threats from COCs in commercial and residential buildings. The AMMH Respondent shall continue indoor air sampling on an annual basis.

6.2. VI Assessment – Potential Preferential Sewer Pathway

Prior to the effective date of the ASAOC, the AMMH Respondent investigated the potential for vapor intrusion at some apartment buildings. In October 2020, the AMMH Respondent took nine soil gas (SG) samples adjacent to apartment buildings located within 100 feet of the PSG/ASG sample locations that exhibited a screening level exceedance of PCE. The AMMH Respondent submitted the SG results in a report dated December 2, 2020. The results shall be further evaluated in the EE/CA.

6.3. VI Assessment – Groundwater Vapors

The results of the initial groundwater monitoring (Task 5.2) show that shallow groundwater exceeds vinyl chloride VI screening levels near a few properties west of Michigan Plaza and east of Holt Road. AMMH Respondent reported that in the past they were unable to get access to assess potential VI. Respondents shall attempt, in accordance with the terms of the ASAOC for doing so, to get access to evaluate VI and, if successful, submit a work plan (including a modified QAPP and H&S Plan, if needed) for that evaluation. The plan shall contain a description of equipment specifications, required analyses, sample types, sample locations, and sampling frequency. The plan shall include a schedule for initiation and completion of the work. Efforts to complete this sub-task and results if available shall be reported in the EE/CA.

7. TASK 7: PILOT STUDIES AND RESPONSE EVALUATION

The Respondents shall conduct pilot studies of specific remediation technologies that may be necessary to evaluate cVOC response alternatives in the EE/CA as set forth in this Section 7.

7.1. Air Sparge/Soil Vapor Extraction (AS/SVE) Pilot Study

Prior to the effective date of the ASAOC, the AMMH Respondent submitted the draft (June 10, 2020) and revised (October 5, 2020) AS/SVE Pilot Study Work Plan. EPA approved the revised work plan on October 26, 2020. The Pilot Study was completed, and the results reported to EPA on March 2, 2021. On April 6, 2021, the AMMH Respondent submitted a Supplemental AS/SVE Pilot Study Work Plan, which EPA approved on June 1, 2021. The AS/SVE results shall be further evaluated in the EE/CA.

7.2. Other Pilot Study(ies)

If EPA, in consultation with IDEM, deems it necessary in order to develop NTCRA alternatives with respect to the COC groundwater contamination or source area(s) at the Site, EPA may direct that additional pilot study work be conducted. If EPA so directs, one or both Respondents shall submit a work plan (including a modified QAPP and H&S Plan, if needed) for that pilot study work. The plan shall contain a description of equipment specifications, required analyses, sample types, sample locations, and sampling frequency. The plan shall include a schedule for initiation and completion of the work.

7.3. Response Alternative Evaluation of Genuine Parts Sub-site

The EE/CA shall include an appendix that supports site-specific evaluations of the feasibility/efficacy of potential additional response action alternatives on the Western Source Area at the Genuine Parts Sub-site. The evaluation will be based on existing Site data and provide a thorough assessment of alternatives including, but not necessarily limited to AS/SVE and in-situ injection. This appendix shall include a detailed description of technologies used and efficacy of prior response actions taken pursuant to the IDEM VRP by the Genuine Parts Respondent at the Western Source Area of the Genuine Parts Sub-site. These prior response actions are not considered Work under Paragraph 9 of the ASAOC. The body of the EE/CA shall summarize the contents of the appendix.

8. TASK 8: PROGRESS REPORTS AND INTERIM REPORTS

The Respondents shall submit the following Progress Reports and Interim Reports in accordance with the schedule in Exhibit A:

- Monthly Progress Reports (Task 1)
- Groundwater Semi-Annual Monitoring Reports (Task 5.3)

The AMMH Respondent shall submit the following Interim Reports in accordance with the schedule in Exhibit A:

- VI Annual Report – including indoor air results, quarterly methane monitoring results, quarterly Vapor Mitigation System inspection results, and O&M (Task 6.1)

9. TASK 9: ENGINEERING EVALUATION / COST ANALYSIS REPORT

The Respondents shall complete the EE/CA to include the following elements:

Executive Summary

9.1. Introduction

9.2. Site Characterization

- Site Description and Background
- Geology/Hydrogeology – An overview of geology/hydrogeology information at the Site as needed to support the specific objectives of the EE/CA (i.e., to develop appropriate NTCRA alternatives to address COC contamination at the Site). At this time, it is anticipated that the EE/CA will not include a detailed or definitive discussion or description of the extent or attributes of an upper clay till layer unless needed to support the specific objectives of the EE/CA.
- Previous Response Actions
- Source, Nature, and Extent of Contamination — This section of the EE/CA will describe known sources that caused contamination at the Site and generally describe the investigations completed at the Site to date. Data to characterize the nature and extent of contamination will be discussed as needed to support the specific objectives of the EE/CA. The Respondents anticipate identifying: (1) types of hazardous substances; (2)

existing locations of hazardous substances; (3) magnitude of contamination; and (4) potentially affected receptors. At this time, it is anticipated that the EE/CA will not attribute specific source contributions to the groundwater contamination unless needed to support the specific objectives of the EE/CA.

- Analytical Data
- Optional – Streamlined Risk Evaluation – The Respondents propose to include a streamlined risk evaluation that will rely upon sampling data from the Site to finalize the list of COCs and assess current or future potentially complete exposure pathways. EPA will have the final responsibility to establish the bases for action consistent with Section 300.415(b)(2) of the NCP.

9.3. Identification of Removal Action Objectives

- Bases for Action/Removal Action Objectives
- Determination of Removal Scope
- Determination of Removal Schedule
- Identification and Compliance with ARARs

9.4. Identification and Analysis of Removal Action Alternatives

- Removal Action Alternatives to be evaluated relative to achieving the RAOs are anticipated to include treatment, and also may include engineering controls, institutional controls, groundwater monitoring and trend analysis, and/or combinations thereof.

9.5. Detailed Analysis of Alternatives

- Effectiveness
- Implementability
- Cost

9.6. Comparative Analysis of Removal Action Alternatives

V. SCHEDULE

The Respondents shall conduct the Work required by this SOW and the ASAOC in accordance with the schedule found at Exhibit A. The schedule may be modified when: 1) a different schedule is proposed by Respondents and approved by the EPA RPM/OSC in a Work Plan or other EPA approved document; or 2) any Respondent submits in writing a request for a specific extension or schedule modification, including justification and good cause for the extension or modification, and the EPA RPM/OSC, in consultation with IDEM, approves any such request in writing.

EXHIBIT A

SCHEDULE FOR MAJOR DELIVERABLES

The following schedule shall apply to the plans, reports, and documents required by this SOW and the ASAOC. The schedule may be modified in accordance with Section V of the SOW. The Respondents shall submit the following deliverables no later than the due date:

Task/Deliverable	Due Date	Responsible Party
Task 1 Progress Reports	Monthly on the 15 th of each month after the Effective Date of this ASAOC until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC, or as otherwise directed in writing by the RPM/OSC	Respondents jointly
Task 2 Community Involvement Support	As requested by EPA.	Respondents jointly
Task 3.1 H&S Plan	Addendums due with work plans, as needed	EPA directed Respondent(s)
Task 3.2 QAPP	Addendums due with work plans, as needed	EPA directed Respondent(s)
Task 4.3 Soil Source Work Plan (including a modified QAPP and H&S Plan, if needed)	Within 30 days of EPA's request	EPA directed Respondent(s)
Task 4.3 Soil Source investigation results	In accordance with the schedule in the new Soil Source Work Plan	EPA directed Respondent(s)
Task 5.1 Installation of New Wells	Within 45 days of EPA's request or obtaining access, whichever is later	Respondents jointly
Task 5.3 Groundwater Semi-Annual Monitoring Reports	Semi-annually starting April 2021 and every six months thereafter until the earlier of eighteen months after Respondents' submission of the EE/CA or six months after receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	Respondents jointly
Task 6.1 Vapor Mitigation System inspection and O&M and methane monitoring	Quarterly starting May 2021 and every 12 to 14 weeks thereafter until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	AMMH Respondent

Task/Deliverable	Due Date	Responsible Party
Task 6.1 Indoor air sampling	Annually starting December 2021 until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	AMMH Respondent
Task 6.1 VI Annual Report	September 1 each year until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	AMMH Respondent
Task 6.3 VI Assessment Work Plan	Within 30 days of obtaining access	Respondents jointly
Task 6.3 VI Assessment Report	In accordance with the schedule in the VI Assessment Work Plan	Respondents jointly
Task 7.2 Other Pilot Study Work	Work Plan within 30 days of EPA's request. Reporting in accordance with the schedule in the Pilot Study Work Plan	EPA directed Respondent(s)
Task 7.3 Response Alternative Evaluation of Genuine Parts Sub-site	In EE/CA (appendix and text)	Respondents jointly
Task 9 EE/CA	No later than 165 days after the Effective Date	Respondents jointly

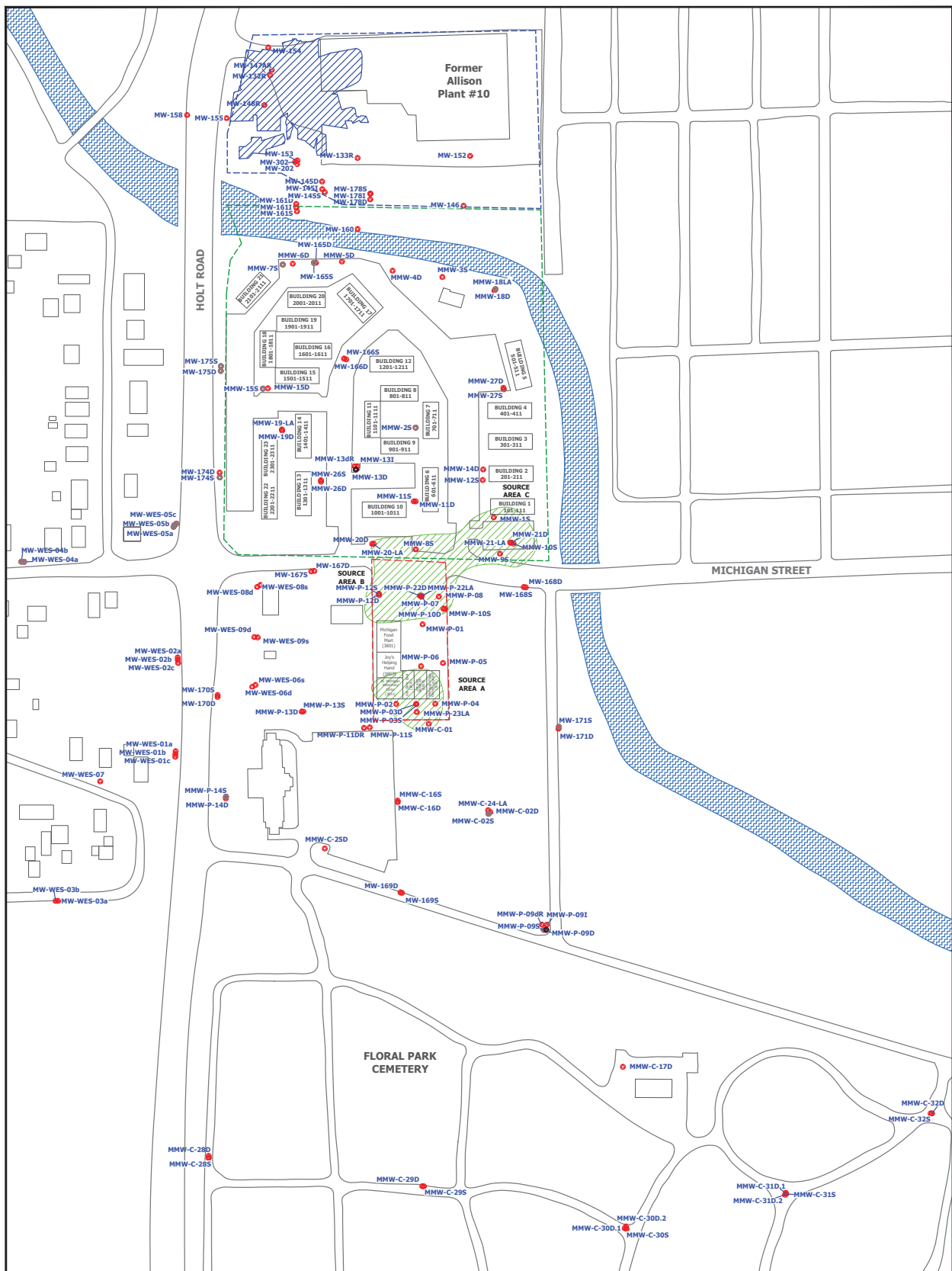
EXHIBIT B
EE/CA SUPPORT DELIVERABLES SUBMITTED BEFORE THE EFFECTIVE DATE OF THE ASAOC

Task	Deliverable	Date	Submitter	EPA Review Status
Task 3.2	AMMH QAPP: Quality Assurance Project Plan, Revision 2, Michigan Plaza Site, dated March 2020, (AMMH QAPP).	March 26, 2020	AMMH Respondent	EPA approval March 30, 2020
Task 3.2	AMMH QAPP: revisions submitted on April 30, 2020	April 30, 2020	AMMH Respondent	Reviewed
Task 3.2	AMMH QAPP: Quality Assurance Project Plan Addendum, Michigan Plaza Site, dated October 7, 2020	October 7, 2020	AMMH Respondent	EPA approval pending
Task 3.2	Genuine Parts QAPP: Quality Assurance Project Plan	May 28, 2020	Genuine Parts Respondent	EPA partial approval June 5, 2020 and final approval pending
Task 4.1	PSG Data Report	June 9, 2020	AMMH Respondent	Reviewed
Task 4.2	ASG proposed work and revised proposed ASG locations figure and table	June 10 and June 18, 2020	AMMH Respondent	EPA approval June 18, 2020
Tasks 4.1 and 4.2	PSG and ASG Sampling and Comparison Report	August 25, 2020	AMMH Respondent	Reviewed
Task 5.1 and 5.2	Genuine Parts Investigation Work Plan	May 15, 2020	Genuine Parts Respondent	EPA approval June 5, 2020

Task 5.1 and 5.2	Soil and Groundwater Investigation Results June 9 -July 15, 2020	August 18, 2020	Genuine Parts Respondent	Reviewed
Task 5.2	Genuine Parts Groundwater Sampling Work Plan	May 15, 2020	Genuine Parts Respondent	EPA approval June 5, 2020
Task 5.2	Groundwater Monitoring Well June 2020 Sampling Event letter report	August 1, 2020	AMMH Respondent	Reviewed
Task 5.2	Synoptic Groundwater Sampling Event Results June 25 – July 27, 2020	August 18, 2020	Genuine Parts Respondent	Reviewed
Task 5.2	Email: West Vermont October 2020 Synoptic Groundwater Results	November 23, 2020	Genuine Parts Respondent	Reviewed
Task 5.2	Email: West Vermont October 2020 Synoptic Groundwater Results	November 30, 2020	AMMH Respondent	Reviewed
Task 6.2	VI Assessment – Potential Preferential Sewer Pathway; proposed additional soil gas sampling – email proposal and revised figures	Sept 4, 2020 email; October 1 and 6, 2020 figures	AMMH Respondent	EPA approval October 1, 2020
Task 6.2	VI Assessment – Potential Preferential Sewer Pathway; October 2020 Soil Gas Investigation Report	December 2, 2020	AMMH Respondent	Reviewed
Task 7.1	Pilot Study: Air Sparge/Soil Vapor Extraction Pilot Study Work Plan.	draft June 10, 2020; revised October 5, 2020	AMMH Respondent	EPA approval October 26, 2020
Task 7.1	AS/SVE Pilot Study Summary Report	March 2, 2021	AMMH Respondent	Reviewed
Task 7.1	Supplemental AS/SVE Pilot Study Work Plan	April 6, 2021	AMMH Respondent	EPA approval June 1, 2021



<div><div>N</div><div><div>W</div><div>E</div><div>S</div></div></div>	<div><div><div></div></div>Former Allison Plant #10</div> <div><div><div></div></div>Michigan Plaza</div> <div><div><div></div></div>Maple Creek Village Apartments</div>	<div>APPROXIMATE GRAPHIC SCALE</div> <div><div>0200400</div><div></div></div> <div>(IN FEET)</div>		<div>PROPERTY BOUNDARY MAP</div>	
		<div><div><div></div></div></div>	<div>7965 E. 106th Street Suite 128 Fishers, Indiana 46038 Ph: 317.570.4919 Fax: 317.570.4943 acuityes.com</div>	<div>WEST VERMONT SITE INDIANAPOLIS, INDIANA</div>	
		<div>ACUITY</div> <div>e • s</div>		<div>Job No.: 1063-1001-002</div>	<div>Date: FEBRUARY 2021</div>
		<div>Drawn By: TR</div>	<div>Version 1</div>		
		<div>Approved By: JS</div>	<div>Figure No: 1</div>		



	<ul style="list-style-type: none"> Groundwater Monitoring Well that will be sampled during future groundwater sampling events Groundwater Monitoring Well sampled October 2020 (removed from future groundwater sampling) Groundwater Monitoring Well previously sampled - abandoned March 2021 	<ul style="list-style-type: none"> Former Allison Plant #10 Property Boundary Apartment Property Boundary Michigan Plaza Property Boundary Source Areas A/B/C Source Area 	<p>APPROXIMATE GRAPHIC SCALE</p> <p>0 110 220</p> <p>(IN FEET)</p>		<p>GROUNDWATER MONITORING WELL LOCATIONS</p>	
			<p>7965 E. 106th Street Suite 128 Fishers, Indiana 46038 Ph: 317.570.4919 Fax: 317.570.4943 acuityes.com</p>		<p>FORMER ALLISON PLANT #10 - MICHIGAN PLAZA</p>	
		<p>Job No.: 1063-1001-002</p>		<p>Date: APRIL 2021</p>		
		<p>Drawn By: BI</p>		<p>Version: Final</p>		
		<p>Approved By: JS</p>		<p>Figure No: 2</p>		

Table 1: Initial Semi-Annual Groundwater Monitoring Wells					
MMW-1S	MMW-26D	MMW-P-01	MW-WES-01a	MW-132R	MW-165S
MMW-2S	MMW-26S	MMW-P-02	MW-WES-01b	MW-133R	MW-165D
MMW-3S	MMW-27D	MMW-P-03D	MW-WES-01c	MW-145S	MW-166S
MMW-4D	MMW-27S	MMW-P-03S	MW-WES-02a	MW-145I	MW-166D
MMW-5D	MMW-C-01	MMW-P-04	MW-WES-02b	MW-145D	MW-167S
MMW-6D	MMW-C-02D	MMW-P-05	MW-WES-02c	MW-147AR	MW-167D
MMW-7S	MMW-C-02S	MMW-P-06	MW-WES-03a	MW-148R	MW-168S
MMW-8S	MMW-C-16D	MMW-P-07	MW-WES-03b	MW-153	MW-168D
MMW-9S	MMW-C-16S	MMW-P-08	MW-WES-04a	MW-154	MW-169S
MMW-10S	MMW-C-17D	MMW-P-09D	MW-WES-04b	MW-155	MW-169D
MMW-11D	MMW-C-24-LA	MMW-P-09S	MW-WES-05a	MW-158	MW-170S
MMW-11S	MMW-C-25D	MMW-P-10D	MW-WES-05b	MW-160	MW-170D
MMW-12S	MMW-C-28D	MMW-P-10S	MW-WES-05c	MW-161S	MW-171S
MMW-13D	MMW-C-28S	MMW-P-11DR	MW-WES-06D	MW-161I	MW-171D
MMW-14D	MMW-C-29D	MMW-P-11S	MW-WES-06S	MW-161D	MW-174S
MMW-15D	MMW-C-29S	MMW-P-12D	MW-WES-07	MW-178S	MW-174D
MMW-15S	MMW-C-30D.1	MMW-P-12S	MW-WES-08D	MW-178I	MW-175S
MMW-18D	MMW-C-30D.2	MMW-P-13D	MW-WES-08S	MW-178D	MW-175D
MMW-18-LA	MMW-C-30S	MMW-P-13S	MW-WES-09D	MW-202	
MMW-19D	MMW-C-31D.1	MMW-P-14D	MW-WES-09S	MW-302	
MMW-19-LA	MMW-C-31D.2	MMW-P-14S			
MMW-20D	MMW-C-31S	MMW-P-22D			
MMW-20-LA	MMW-C-32D	MMW-P-22-LA			
MMW-21D	MMW-C-32S	MMW-P-23-LA			
MMW-21-LA					

Table 2: Subsequent Semi-Annual Groundwater Monitoring Wells

MMW-1S	MMW-P-04	MMW-C-30S	MW-168S
MMW-3S	MMW-P-05	MMW-C-30D.1	MW-168D
MMW-4D	MMW-P-06	MMW-C-30D.2	MW-169S
MMW-5D	MMW-P-07	MMW-C-31S	MW-169D
MMW-6D	MMW-P-08	MMW-C-31D.1	MW-170S
MMW-8S	MMW-P-09I	MMW-C-31D.2	MW-170D
MMW-9S	MMW-P-09dR	MMW-C-32S	MW-171D
MMW-10S	MMW-P-10S	MMW-C-32D	MW-174D
MMW-11S	MMW-P-10D	MW-132R	MW-178S
MMW-11D	MMW-P-11S	MW-133R	MW-178I
MMW-12S	MMW-P-11DR	MW-145S	MW-178D
MMW-13I	MMW-P-12S	MW-145I	MW-202
MMW-13dR	MMW-P-12D	MW-145D	MW-302
MMW-14D	MMW-P-13S	MW-146	MW-WES-01a
MMW-15D	MMW-P-13D	MW-147AR	MW-WES-01b
MMW-18D	MMW-P-14D	MW-148R	MW-WES-01c
MMW-19D	MMW-P-22D	MW-152	MW-WES-02a
MMW-19-LA	MMW-P-22LA	MW-153	MW-WES-02b
MMW-20D	MMW-P-23LA	MW-154	MW-WES-02c
MMW-20-LA	MMW-C-01	MW-155	MW-WES-03a
MMW-21D	MMW-C-02D	MW-158	MW-WES-03b
MMW-21-LA	MMW-C-16S	MW-160	MW-WES-06S
MMW-26S	MMW-C-16D	MW-161S	MW-WES-06D
MMW-26D	MMW-C-17D	MW-161I	MW-WES-07
MMW-27S	MMW-C-24-LA	MW-161D	MW-WES-08S
MMW-27D	MMW-C-25D	MW-165D	MW-WES-08D
MMW-P-01	MMW-C-28S	MW-166S	MW-WES-09S
MMW-P-02	MMW-C-28D	MW-166D	MW-WES-09D
MMW-P-03S	MMW-C-29S	MW-167S	
MMW-P-03D	MMW-C-29D	MW-167D	

Table 3: Water Elevation Measurement Locations

MMW-1S	MMW-P-09S	MW-WES-02a	MW-160
MMW-2S	MMW-P-09I	MW-WES-02b	MW-161S
MMW-3S	MMW-P-09dR	MW-WES-02c	MW-161I
MMW-4D	MMW-P-10S	MW-WES-03a	MW-161D
MMW-5D	MMW-P-10D	MW-WES-03b	MW-162
MMW-6D	MMW-P-11S	MW-WES-04a	MW-163
MMW-7S	MMW-P-11DR	MW-WES-04b	MW-165D
MMW-8S	MMW-P-12S	MW-WES-05a	MW-166S
MMW-9S	MMW-P-12D	MW-WES-05b	MW-166D
MMW-10S	MMW-P-13S	MW-WES-05c	MW-167S
MMW-11S	MMW-P-13D	MW-WES-06S	MW-167D
MMW-11D	MMW-P-14S	MW-WES-06D	MW-168S
MMW-12S	MMW-P-14D	MW-WES-07	MW-168D
MMW-13I	MMW-P-22D	MW-WES-08S	MW-169S
MMW-13dR	MMW-P-22LA	MW-WES-08D	MW-169D
MMW-14D	MMW-P-23LA	MW-WES-09S	MW-170S
MMW-15S	MMW-C-01	MW-WES-09D	MW-170D
MMW-15D	MMW-C-02S	MW-10-1R	MW-171S
MMW-18D	MMW-C-02D	MW-132R	MW-171D
MMW-18-LA	MMW-C-16S	MW-133R	MW-173
MMW-19D	MMW-C-16D	MW-135	MW-174S
MMW-19-LA	MMW-C-17D	MW-145	MW-174D
MMW-20D	MMW-C-24-LA	MW-145I	MW-175S
MMW-20-LA	MMW-C-25D	MW-145D	MW-175D
MMW-21D	MMW-C-28S	MW-146	MW-176
MMW-21-LA	MMW-C-28D	MW-147AR	MW-177
MMW-26S	MMW-C-29S	MW-148R	MW-178S
MMW-26D	MMW-C-29D	MW-150	MW-178I
MMW-27S	MMW-C-30S	MW-151	MW-178D
MMW-27D	MMW-C-30D.1	MW-152	MW-200
MMW-P-01	MMW-C-30D.2	MW-153	MW-201
MMW-P-02	MMW-C-31S	MW-154	MW-202
MMW-P-03S	MMW-C-31D.1	MW-155	MW-301
MMW-P-03D	MMW-C-31D.2	MW-156	MW-302
MMW-P-04	MMW-C-32S	MW-157	IW-1
MMW-P-05	MMW-C-32D	MW-158	IW-2
MMW-P-06	MW-WES-01a	MW-159	*SG-1
MMW-P-07	MW-WES-01b	MW-164	*SG-2
MMW-P-08	MW-WES-01c	MW-165S	* - Stream gauge location

EXHIBIT A

SCHEDULE FOR MAJOR DELIVERABLES

The following schedule shall apply to the plans, reports, and documents required by this SOW and the ASAOC. The schedule may be modified in accordance with Section V of the SOW. The Respondents shall submit the following deliverables no later than the due date:

Task/Deliverable	Due Date	Responsible Party
Task 1 Progress Reports	Monthly on the 15 th of each month after the Effective Date of this ASAOC until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC, or as otherwise directed in writing by the RPM/OSC	Respondents jointly
Task 2 Community Involvement Support	As requested by EPA.	Respondents jointly
Task 3.1 H&S Plan	Addendums due with work plans, as needed	EPA directed Respondent(s)
Task 3.2 QAPP	Addendums due with work plans, as needed	EPA directed Respondent(s)
Task 4.3 Soil Source Work Plan (including a modified QAPP and H&S Plan, if needed)	Within 30 days of EPA's request	EPA directed Respondent(s)
Task 4.3 Soil Source investigation results	In accordance with the schedule in the new Soil Source Work Plan	EPA directed Respondent(s)
Task 5.1 Installation of New Wells	Within 45 days of EPA's request or obtaining access, whichever is later	Respondents jointly
Task 5.3 Groundwater Semi-Annual Monitoring Reports	Semi-annually starting April 2021 and every six months thereafter until the earlier of eighteen months after Respondents' submission of the EE/CA or six months after receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	Respondents jointly
Task 6.1 Vapor Mitigation System inspection and O&M and methane monitoring	Quarterly starting May 2021 and every 12 to 14 weeks thereafter until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	AMMH Respondent

Task/Deliverable	Due Date	Responsible Party
Task 6.1 Indoor air sampling	Annually starting December 2021 until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	AMMH Respondent
Task 6.1 VI Annual Report	September 1 each year until receipt of Notice of Completion pursuant to Section XXVI of the ASAOC	AMMH Respondent
Task 6.3 VI Assessment Work Plan	Within 30 days of obtaining access	Respondents jointly
Task 6.3 VI Assessment Report	In accordance with the schedule in the VI Assessment Work Plan	Respondents jointly
Task 7.2 Other Pilot Study Work	Work Plan within 30 days of EPA's request. Reporting in accordance with the schedule in the Pilot Study Work Plan	EPA directed Respondent(s)
Task 7.3 Response Alternative Evaluation of Genuine Parts Sub-site	In EE/CA (appendix and text)	Respondents jointly
Task 9 EE/CA	No later than 165 days after the Effective Date	Respondents jointly

EXHIBIT B
EE/CA SUPPORT DELIVERABLES SUBMITTED BEFORE THE EFFECTIVE DATE OF THE ASAOC

Task	Deliverable	Date	Submitter	EPA Review Status
Task 3.2	AMMH QAPP: Quality Assurance Project Plan, Revision 2, Michigan Plaza Site, dated March 2020, (AMMH QAPP).	March 26, 2020	AMMH Respondent	EPA approval March 30, 2020
Task 3.2	AMMH QAPP: revisions submitted on April 30, 2020	April 30, 2020	AMMH Respondent	Reviewed
Task 3.2	AMMH QAPP: Quality Assurance Project Plan Addendum, Michigan Plaza Site, dated October 7, 2020	October 7, 2020	AMMH Respondent	EPA approval pending
Task 3.2	Genuine Parts QAPP: Quality Assurance Project Plan	May 28, 2020	Genuine Parts Respondent	EPA partial approval June 5, 2020 and final approval pending
Task 4.1	PSG Data Report	June 9, 2020	AMMH Respondent	Reviewed
Task 4.2	ASG proposed work and revised proposed ASG locations figure and table	June 10 and June 18, 2020	AMMH Respondent	EPA approval June 18, 2020
Tasks 4.1 and 4.2	PSG and ASG Sampling and Comparison Report	August 25, 2020	AMMH Respondent	Reviewed
Task 5.1 and 5.2	Genuine Parts Investigation Work Plan	May 15, 2020	Genuine Parts Respondent	EPA approval June 5, 2020

Task 5.1 and 5.2	Soil and Groundwater Investigation Results June 9 -July 15, 2020	August 18, 2020	Genuine Parts Respondent	Reviewed
Task 5.2	Genuine Parts Groundwater Sampling Work Plan	May 15, 2020	Genuine Parts Respondent	EPA approval June 5, 2020
Task 5.2	Groundwater Monitoring Well June 2020 Sampling Event letter report	August 1, 2020	AMMH Respondent	Reviewed
Task 5.2	Synoptic Groundwater Sampling Event Results June 25 – July 27, 2020	August 18, 2020	Genuine Parts Respondent	Reviewed
Task 5.2	Email: West Vermont October 2020 Synoptic Groundwater Results	November 23, 2020	Genuine Parts Respondent	Reviewed
Task 5.2	Email: West Vermont October 2020 Synoptic Groundwater Results	November 30, 2020	AMMH Respondent	Reviewed
Task 6.2	VI Assessment – Potential Preferential Sewer Pathway; proposed additional soil gas sampling – email proposal and revised figures	Sept 4, 2020 email; October 1 and 6, 2020 figures	AMMH Respondent	EPA approval October 1, 2020
Task 6.2	VI Assessment – Potential Preferential Sewer Pathway; October 2020 Soil Gas Investigation Report	December 2, 2020	AMMH Respondent	Reviewed
Task 7.1	Pilot Study: Air Sparge/Soil Vapor Extraction Pilot Study Work Plan.	draft June 10, 2020; revised October 5, 2020	AMMH Respondent	EPA approval October 26, 2020
Task 7.1	AS/SVE Pilot Study Summary Report	March 2, 2021	AMMH Respondent	Reviewed
Task 7.1	Supplemental AS/SVE Pilot Study Work Plan	April 6, 2021	AMMH Respondent	EPA approval June 1, 2021