

UNITED STATES DEPARTMENT OF JUSTICE
AND
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 7

IN THE MATTER OF:)
HPI Products, Inc.)
St. Joseph, MO)

City of St. Joseph, MO)
Purchaser)

Proceeding under the Comprehensive)
Environmental Response, Compensation,)
and Liability Act, 42 U.S.C. § 9601 et seq.,)
the Solid Waste Disposal Act, 42 U.S.C. §§)
6901 et seq.)

Docket No. MM-07-2024-0044

**ADMINISTRATIVE SETTLEMENT
AGREEMENT AND COVENANT
NOT TO SUE**

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- Appendix 1: Property Description and Map
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I. GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Covenant Not to Sue (“Settlement”) is entered into voluntarily by and between the United States on behalf of the Environmental Protection Agency (EPA) and the prospective purchaser, the City of St. Joseph, Missouri (“Purchaser”). This Settlement provides for the performance of a cleanup action by Purchaser at the property located at 408 S. 8th Street (also listed as 424 South 8th Street), St. Joseph, Missouri (the “Property”), RCRA ID Number MOR000526053, which has been the location of previous waste generation and cleanup actions by HPI Products, Inc.

2. This Settlement is entered into pursuant to the authority of the Attorney General to compromise and settle claims of the United States, consistent with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9601-9675, and the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments (RCRA) 42 U.S.C. §§ 6901 – 6992k. EPA is proceeding under the CERCLA authority vested in the President of the United States and delegated to the Administrator of EPA and further delegated to the undersigned Regional official and the authority vested in the Administrator of the EPA by RCRA, 42 U.S.C. §§ 6901 – 6992k, and redelegated to the undersigned Regional Official.

3. EPA has notified the State of Missouri (the “State”) of this action.

4. The Purchaser agrees to undertake all actions required by the terms and conditions of this Settlement. In view of the risk of claims under CERCLA and RCRA being asserted against Purchaser upon it becoming an owner of the Property, one of the purposes of this Settlement is to resolve Purchaser’s potential CERCLA and RCRA liability in accordance with the covenants not to sue in Section XVII (Covenants Not to Sue by United States), subject to the reservations and limitations contained in Section XVIII (Reservations of Rights by United States).

5. The resolution of this potential liability, in exchange for Purchaser’s performance of the Work, is fair, reasonable, and in the public interest.

6. The United States and Purchaser (collectively, the “Parties”) recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Purchaser in accordance with this Settlement do not constitute an admission of any liability. Purchaser does not admit and it retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement, the validity of the statement of facts and determinations in Section IV (Statement of Facts) of this Settlement. Purchaser agrees to comply with and be bound by the terms of this Settlement, and to not contest the basis or validity of this Settlement or its terms, or the United States’ right to enforce this Settlement.

II. PARTIES BOUND

7. This Settlement is binding upon the United States and Purchaser and upon Purchaser’s successors and assigns. Unless the United States otherwise consents, any change in

ownership status of Purchaser does not alter Purchaser's responsibilities under this Settlement. Except as provided in ¶ 44, Transfer of the Property or any portion thereof does not alter any of Purchaser's obligations under this Settlement. Purchaser's responsibilities under this Settlement cannot be assigned except under a modification executed in accordance with ¶ 86.

8. The undersigned representative of Purchaser certifies that the signatory is authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Purchaser to this Settlement.

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

III. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA and RCRA or in regulations promulgated under CERCLA and RCRA have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto. Whenever terms listed below are used in this Settlement, the following definitions apply:

"Agreement" shall mean this Administrative Settlement Agreement and Covenant Not to Sue and all appendices attached hereto (listed in Section XXVII (Integration/Appendices)). In the event of conflict between this Agreement and any appendix, this Agreement shall control.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Day" or "day" means 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 runs until the close of business of the next working day.

"DOJ" means the United States Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" means the effective date of this Settlement as provided in Section XXXIII.

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

"Existing Contamination" means:

a. any Waste Material present or existing on or under the Property prior to or as of the Effective Date;

b. any Waste Material that migrated from the Property prior to the Effective Date; and

c. any Waste Material present or existing at the Property as of the Effective Date that migrates onto, under, or from the Property after the Effective Date.

“Fund” means the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” means 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 is the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” means 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.

“OSC” means the On-Scene Coordinator as defined in 40 C.F.R. § 300.5.

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

“Parties” means the United States and Purchaser.

“Property” means the property located at 424 S. 8th Street, (also listed as 408 South 8th Street) in St. Joseph, Missouri, to be acquired by Purchaser, which is generally depicted in Appendix 1 of this Settlement. The property has been the site of previous EPA CERCLA assessment work and is subject to a CERCLA/RCRA Unilateral Administrative Order (UAO) and RCRA Consent Decree. The Property is tracked in CERCLIS as HPI Products, Inc.

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

“Purchaser” means the City of St. Joseph, Missouri as the prospective purchaser of the Property.

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

“Response Action” means the response action required under this Settlement.

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

“Settlement” means this Administrative Settlement Agreement and Covenant Not to Sue, all appendices attached hereto (listed in Section XXVII (Integration/Appendices)), and all deliverables included under and incorporated by reference into this Settlement. In the event of conflict between this Settlement and any appendix, this Settlement controls.

“State” means the State of Missouri and each department, agency, and instrumentality of the State, including the Missouri Department of Natural Resources, (“MoDNR”).

“Transfer” means 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.

“Unilateral Administrative Order” or “UAO” means the CERCLA/RCRA Unilateral Administrative Order issued regarding the property in 2007, RCRA-07-2007-0007.

“United States” means the United States of America and each department, agency, and instrumentality of the United States.

“Waste Material” means (a) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (d) “hazardous waste” under Section 1004(5) of RCRA, 42 U.S.C. § 6903(5) and (e) “special waste” under 40 CFR Part 761.

“Work” means all activities and obligations Purchaser is required to perform under this Settlement, except those required by Section X (Record Retention).

“Work Plan” means the document describing the activities Purchaser shall perform to implement the Work required under this Settlement.

IV. STATEMENT OF FACTS

11. HPI Products, Inc. (HPI Products) operated a warehouse facility related to their business of formulation and packaging of chemicals, including pesticides, at 424 S. 8th Street (sometimes referred to as 408 S. 8th Street.) The Property is owned by St. Joseph Properties, LLC (St. Joseph Properties), an associated entity.

12. The Property has been subject to EPA enforcement since at least 2007, when the 2007 UAO was issued requiring proper disposal of all solid and hazardous wastes, and the

ultimate clean-up and disposal of contaminated materials, and any other activities necessary to protect human health and the environment, as may be determined by EPA.

13. The Property is one of the six facilities owned and/or operated by HPI Products or St. Joseph Properties that are subject to the 2011 RCRA/CWA Consent Decree styled *United States and State of Missouri v. HPI Products, Inc. et al.*, No. 5:08-cv-06133-DGK, (W.D.Mo. 2011) (2011 CD). The UAO for this Property was subsequently incorporated into the 2011 CD which was intended to address cleanup issues at the remaining facilities (the Non-UAO Facilities) and require compliance with the previously issued 2007 UAO for this Property, and the two other UAO facilities listed in the 2011 CD.

14. Because of HPI Products, Inc. and its affiliated companies (collectively, "Defendants") continuing failure to comply with the 2007 UAO and the 2011 CD, on June 15, 2021, DOJ filed a Motion with the United States District Court for the Western District/Division of Missouri, requesting the appointment of a Receiver. On January 14, 2022, the Motion was granted, enjoining Defendants from generating waste and appointing a temporary receiver. The temporary receiver has established access and control of Defendants' buildings and assets.

15. Since the 2007 UAO was issued, the Property has fallen into additional disrepair and currently consists of a partially intact structure. The integrity of the roof of the partially intact structure is questionable and the Property has been subject to trespassing and use by transients in recent years.

16. The Purchaser is concerned about the condition of the Property and will perform work at the Property to make it fit for public use. Specifically, the Purchaser intends to restore the Property for use as a parking lot for its fire station on the adjoining parcel.

17. To support the Purchaser's potential acquisition and re-use of the Property, EPA's Brownfields program performed a Phase I environmental assessment via the Targeted Brownfields Assessment program to help identify environmental conditions onsite. In coordination with EPA's RCRA enforcement program, a subsequent Phase II environmental assessment (Phase II), as well as an Analysis of Brownfield Cleanup Alternatives (ABCA), were completed on the Property. The Phase II and ABCA evaluated the proposed use of the Property as a parking lot, conducted sampling, and documented recommended cleanup alternatives.

18. In 2021, EPA conducted additional limited sampling of wastewater and sediments in two former hydraulic pits at the Property. This sampling was conducted due to concerns about potential PCB levels in this wastewater. Sampling confirmed that PCB levels were less than 1 ppm and do not require handling as PCB-regulated waste. The building on the Property also contains light ballasts that may contain PCBs and will require sampling and/or appropriate disposal.

19. These assessments and sampling indicated that an additional Response Action is needed at the Property which includes a Proprietary Control (in the form of an environmental

covenant), installation of a cap (in the form of a parking lot), the proper removal/disposal of PCB light ballasts and removal of liquid and sediments from the pits, and lead based paint and asbestos remediation, as appropriate.

20. The previous assessment work conducted at the Property and completion of the Work contemplated by the Work Plan (including the Response Action) is expected to satisfy the necessary remediation required by the 2007 UAO.

V. DETERMINATIONS

21. Based on the Statement of Facts set forth above, and the administrative record, EPA has determined that:

- a. The Property is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). The Property was historically a "facility" that has operated under RCRA interim status subject to Section 3005(e) RCRA, 42 U.S.C. § 6925(e).
- b. The contamination found at the Property as identified in the Statement of Facts above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
- c. Certain wastes and constituents present at the Property are hazardous wastes and/or hazardous constituents pursuant to Section 1004(5) and Section 3001 of RCRA, 42 U.S.C. § 6903(5) and 6921, and 40 C.F.R. Part 261.
- d. Purchaser is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21) and Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
- e. The conditions described in the Statement of Facts above constitute an actual or threatened "release" of a hazardous substance from the Property as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- f. EPA determined in the 2007 UAO that the conditions at the Property described in the Statement of Facts 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.
- g. The Work 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. DESIGNATION OF CONTRACTOR AND PROJECT COORDINATOR

22. Purchaser 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 21 days after the Effective Date. Purchaser shall also notify EPA of the names, titles, contact information, and qualifications of any other contractors or subcontractors retained to perform the Work at least 14 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 Purchaser. If EPA disapproves of a selected contractor or subcontractor, Purchaser 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 21 days after EPA's disapproval. The qualifications of the persons undertaking the Work for Purchaser are 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.

23. Within 30 days after the Effective Date, Purchaser shall designate a Project Coordinator who will be responsible for administration of all actions by Purchaser required by this Settlement and shall submit to EPA the designated Project Coordinator's name, title, address, telephone number, email address, and qualifications. Purchaser will ensure, to the greatest extent possible, that the Project Coordinator is present on the Property or readily available during the Work. EPA retains the right to disapprove of a designated Project Coordinator who does not meet the requirements of Paragraph 22. If EPA disapproves of the designated Project Coordinator, Purchaser shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information, and qualifications within 21 days following EPA's disapproval. Notice or communication relating to this Settlement from EPA to Purchaser's Project Coordinator constitutes notice or communication to Purchaser. Purchaser has the right, subject to Paragraph 22, to change its designated Project Coordinator. Purchaser shall notify EPA 7 days before such a change is made. The initial notification by Purchaser may be made orally to EPA but shall be promptly followed by a written notice.

24. EPA has designated Kirk Mammoliti of EPA Region 7's Superfund and Emergency Management Division as its Project Coordinator. EPA has the right to change its designated Project Coordinator. All deliverables, notices, notifications, proposals, reports, and requests specified in this Settlement must be in writing, unless otherwise specified, and should be submitted electronically to Kirk Mammoliti, Mammoliti.kirk@epa.gov. If paper copies are submitted in addition to electronic copies, they should be transmitted to Kirk Mammoliti, 11201 Renner Boulevard, Lenexa, Kansas 66219.

25. The Project Coordinator is responsible for overseeing Purchaser's implementation of this Settlement. The Project Coordinator has the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement, or to direct any other removal action undertaken at the Property. Absence of the Project Coordinator from the Property is not cause for stoppage of Work unless specifically directed by the Project Coordinator.

VII. WORK TO BE PERFORMED

26. Purchaser shall perform all actions necessary to implement the Response Action and maintain the asphalt cap, all in accordance with this Settlement and all EPA-approved, conditionally approved, or modified deliverables as required by this Settlement. The Response Action generally includes the following:

- a. Purchaser will execute and record a Proprietary Control (in the form of an environmental covenant), install a cap (in the form of a parking lot), remove/dispose of PCB light ballasts, remove liquid and sediments from the pits, and remediate lead based paint and asbestos, as appropriate.
- b. Purchaser will provide proper documentation regarding the structure, stability, lifespan, composition and engineering specifications of the proposed cap.
- c. Purchaser shall comply with all federal, state, and local requirements and regulations regarding the proper handling and disposal of all building materials;
- d. Purchaser shall comply with the PCB Facility Approval Streamlining Toolbox (FAST): Streamlining the Cleanup Approval Process Link, - <https://www.epa.gov/pcbs/pcb-facility-approval-streamlining-toolbox-fast-streamlining-cleanup-approval-process>, for the removal and disposal of any PCB containing light ballasts on the property. Purchaser shall not dispose of any PCB light ballasts without prior approval from the EPA designated Project Coordinator.

27. **Response Work Plan.** Within 120 days after the Effective Date, Purchaser shall submit to EPA for approval in accordance with ¶ 24 (Deliverables: Specifications and Approval) a work plan for performing the Work as described in ¶ 26 (the "Work Plan"). Purchaser shall perform all actions required by this Settlement in accordance with the Work Plan and all EPA-approved, conditionally-approved, or modified deliverables as required by the Work Plan. All deliverables required to be submitted for approval under this Settlement or the Work Plan shall be subject to approval by EPA in accordance with Paragraph 29 (Submission and Review of Deliverables.). The Work Plan must describe all community impact mitigation activities to be performed to: (a) reduce impacts (e.g., air emissions, dust, odor, traffic, noise, negative economic effects) to residential areas, schools, playgrounds, healthcare facilities, or recreational public areas frequented by community members ("Community Areas") during implementation of the Work; (b) conduct monitoring in Community Areas of impacts from the implementation of the Work; (c) communicate validated sampling data; and (d) make adjustments during the implementation of the Work in order to further reduce negative impacts to affected Community Areas. The Work Plan shall contain information about impacts to Community Areas that is sufficient to assist EPA's Community Involvement Coordinator in performing the evaluations described in the *Superfund Community Involvement Handbook*, OLEM 9230.0-51 (Mar. 2020). The Handbook is located at <https://www.epa.gov/superfund/superfund-community-involvement-tools-and->

resources#handbook. The Work Plan must provide a description of, and an expeditious schedule for, the actions required by this Settlement.

28. **Modification of Work Plan or Related Deliverables.** If EPA determines that it is necessary to modify the work specified in the Work Plan, then EPA shall notify the Purchaser of such modification. If Purchaser objects to the modification it may, within 30 days after EPA's notification, seek dispute resolution under Section XIII. The Work Plan and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if the Purchaser invokes dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this Settlement, and the City shall implement all work required by such modification. The Purchaser shall incorporate the modification into the deliverable required under the Work Plan, as appropriate. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Settlement or as EPA deems necessary to protect public health and the environment.

29. 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 Purchaser receives notification from EPA of the modification, amendment, or replacement.

30. **Community Involvement.** EPA has the lead responsibility for implementing community involvement activities at the Site, including the preparation of a community involvement plan, in accordance with the NCP and EPA guidance. As requested by EPA, Purchaser shall participate in community involvement activities, including participation in (a) the preparation of information regarding the Work for dissemination to the public (including compliance schedules and progress reports), with consideration given to the specific needs of the community, including translated materials and mass media and/or Internet notification, and (b) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site.

31. **Submission and Review of Deliverables**

a. **General Requirements for Deliverables**

(1) Except as otherwise provided in this Settlement, Purchaser shall direct all deliverables required by this Settlement to the Project Coordinator at: Kirk Mammoliti, mammoliti.kirk@epa.gov. Purchaser shall submit all deliverables required by this Settlement and the approved Work Plan to EPA in accordance with the schedule set forth in such document.

(2) Purchaser shall submit all deliverables in electronic form, unless otherwise requested by EPA.

b. **Review and Incorporation of Deliverables.** Unless otherwise provided, EPA will approve, disapprove, require revisions to, or modify deliverables in whole or in part that are submitted by Purchaser under this Settlement. If EPA

requires revisions, EPA will provide a deadline for the resubmission, and Purchaser shall submit the revised deliverable by the required deadline. Once approved or approved with modifications, Purchaser shall commence implementation as required by the deliverable, and the deliverable will be incorporated into and fully enforceable under this Settlement. Purchaser shall not commence or perform any Work except in conformance with the terms of this Settlement.

c. Purchaser may seek subsequent modifications to approved deliverables in accordance with this Section XXV.

32. Health and Safety Plan. As part of the Work Plan, Purchaser shall submit for EPA review and comment, in accordance with Paragraph 29, a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement. Purchaser shall prepare the plan in accordance with "OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities," Pub. 9285.0-OIC (November 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.epaossc.org/HealthSafetyManual/manual-index.htm>. In addition, Purchaser shall ensure that the plan complies with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. Purchaser shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the Work.

33. Quality Assurance, Sampling, and Data Analysis

- a. If sampling will be conducted by the Purchaser in conjunction with performance of the Work, Purchaser 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, reissue notice May 2006) (<https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans>), "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002) (<https://www.epa.gov/quality/guidance-quality-assurance-project-plans-epa-qag-5>), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA-50-B-04-900A-900C, DOD-DTIC-ADA-427785 (March 2005).
- b. **Sampling and Analysis Plan.** If sampling will be conducted by the Purchaser in conjunction with performance of the Work, Purchaser shall submit a Sampling and Analysis Plan to EPA for review and approval in accordance with Paragraph 29. This plan must consist of a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP) that is consistent with the Work Plan, the NCP and applicable guidance documents, including, but not limited to, "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002)

(<https://www.epa.gov/quality/guidance-quality-assurance-project-plans-epa-qag-5>), "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" EPA 240/B-01/003 (March 2001, reissue notice May 2006) (<https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans>), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA-50-B-04-900A-900C, DOD-DTIC-ADA-427785 (March 2005).

- c. Purchaser shall ensure that EPA personnel and their authorized representatives are allowed access at reasonable times to all laboratories used by Purchaser in implementing this Settlement. In addition, Purchaser shall ensure that such laboratories 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 <https://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures>. Purchaser shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Settlement meet the competency requirements set forth in EPA's "Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions" available at <https://www.epa.gov/measurements/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 (<https://www.epa.gov/clp>), SW 846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (<https://www.epa.gov/hw-sw846/sw-846-compendium>), "Standard Methods for the Examination of Water and Wastewater" (<https://www.standardmethods.org/>), 40 C.F.R. Part 136, "Air Toxics - Monitoring Methods" (<https://www3.epa.gov/ttnamti1/airtox.html>).
- d. However, upon approval by EPA, Purchaser 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, American Society for Testing and Materials (ASTM), National Institute of Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA). Purchaser 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, reissue notice May 2006) (<https://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans>), 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. Purchaser shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Settlement are conducted in accordance with the procedures set forth in the QAPP approved by EPA.

- e. Upon request, Purchaser shall provide split or duplicate samples to EPA or its authorized representatives. Purchaser shall notify EPA not less than 7 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA has the right to take any additional samples that EPA deems necessary. Upon request, EPA will provide to Purchaser split or duplicate samples of any samples it takes as part of EPA’s oversight of Purchaser’s implementation of the Work.
- f. Purchaser shall submit to EPA the results of all sampling and/or tests or other data obtained or generated by or on behalf of Purchaser with respect to the Property and/or the implementation of this Settlement.
- g. Purchaser waives any objections to any data gathered, generated, or evaluated by EPA or Purchaser 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 Purchaser objects to any other data relating to the Work, Purchaser 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.

34. **Progress Reports.** Purchaser shall submit a written progress report to the Project Coordinator concerning actions undertaken pursuant to this Settlement on a quarterly basis, or as otherwise requested by the Project Coordinator, from the date of the submission of the Work Plan until issuance of Notice of Completion of Work pursuant to Section XXVI, unless otherwise directed in writing by the Project Coordinator. These reports must 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, planned resolutions of past or anticipated problems, and should include photographs of the Work performed.

35. Final Report. Within 45 days after completion of all Work required by this Settlement, other than continuing obligations listed in Paragraph 101 (notice of completion), Purchaser shall submit for EPA review and approval, in accordance with Paragraph 29, a final report summarizing the actions taken to comply with this Settlement.

- a. The final report must conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP titled "OSC Reports."
- b. The final report must include:
 - (1) a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement,
 - (2) a listing of quantities and types of materials removed off-site or handled on-site,
 - (3) a discussion of removal and disposal options considered for those materials,
 - (4) a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during performance of the Work (e.g., manifests, invoices, bills, contracts, and permits).
 - (5) a discussion of any deviations from the Work Plan.
- c. The final report must also include the following certification signed by a responsible corporate official of Purchaser or Purchaser's Project Coordinator: "I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

36. Off-site Shipments

- a. Purchaser may ship hazardous substances, pollutants and contaminants from the Property 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.

Purchaser will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Purchaser obtains a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

- b. Purchaser may ship Waste Material from the Property to an out-of-state waste management facility only if, prior to any shipment, it provides written notice to the appropriate state environmental official in the receiving facility's state and to the Project Coordinator. This written notice requirement does 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. Purchaser also shall notify the state environmental official referenced above and the Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Purchaser shall provide the written notice after the award of the contract for the Work and before the Waste Material is shipped.
- c. Purchaser may ship investigation derived waste (IDW) from the Property to an off-site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA's "Guide to Management of Investigation Derived Waste," OSWER 9345.3-03FS (January 1992). Wastes shipped off-site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

VIII. PROPERTY REQUIREMENTS

37. **Notices.** Purchaser shall provide all legally required notices with respect to the discovery or release of any hazardous substance at the Property that occurs after the Effective Date.

38. **Non-Interference and Access.** Purchaser shall refrain from using the 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 Work. Upon acquisition of the Property, Purchaser shall provide full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the Property (including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response actions or natural resource restoration at the Property). Commencing on the Effective Date, Purchaser shall provide EPA and their representatives, including contractors, and subcontractors, access to the Property, at all reasonable times to conduct any activity regarding the Settlement at the Property, including the following:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States;
- (3) Conducting investigations regarding contamination at or near the Property;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan;
- (7) Implementing the Work pursuant to the conditions set forth in Paragraph 81 (Work Takeover);
- (8) Implementing a response action by persons performing under EPA oversight;
- (9) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Purchaser or its agents consistent with Section IX (Access to Information);
- (10) Assessing Purchaser's compliance with the Settlement;
- (11) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement or an EPA decision document for the Property;
- (12) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and any Proprietary Controls regarding the Property.

39. Appropriate Care. Commencing on the Effective Date, Purchaser shall exercise appropriate care with respect to hazardous substances found at the Property by taking reasonable steps to stop any continuing release; prevent any threatened future release; and prevent or limit human, environmental or natural resource exposure to any previously released hazardous substance.

40. Land, Water, or Other Resource Use Restrictions. Purchaser shall: (a) remain in compliance with any land use restrictions established in connection with any response action at the Property; (b) implement, maintain, monitor, and report on Proprietary Controls; and (c) not impede the effectiveness or integrity of any Proprietary Controls employed at the Property in connection with a response action.

41. **Proprietary Controls.** The Purchaser shall, not later than thirty (30) days after the Effective Date, submit for EPA approval a proposed Environmental Covenant substantially in the form attached as Appendix 2 to this Settlement to be filed with the Recorder's Office, Buchanan County, State of Missouri, that imposes as Proprietary Controls on the land, water, and other resource use restrictions on the Property identified in subpart a of this Paragraph. The Purchaser shall record the Covenant within ten (10) days after EPA's approval and submit to EPA, within ten (10) days thereafter, a certified copy of the recorded Covenant. The Purchaser shall not Transfer the Property unless it has executed and recorded all Proprietary Controls regarding the Property set forth in this Paragraph.

- a. The following is a summary of land, water, or other resource use restrictions applicable to the Property, which are set forth in in Appendix 2 (Form of Environmental Covenant), (Activity and Use Limitations):
 - (1) Groundwater at the Property shall not be consumed or otherwise used for any purpose, except as approved by EPA. Any additional proposed uses of the groundwater will require a written submittal by the Purchaser, or its transferee, detailing the use and a subsequent approval in writing from the EPA, after reasonable consultation with MDNR. No new groundwater wells shall be installed at the Property without the prior written approval of EPA.
 - (2) The Property may be used for non-residential purposes, such as commercial or industrial uses. Use of the Property for multi-family residential purposes (such as apartments or condominiums); first-floor residential occupancy (such as single-family homes or duplexes, or daycare facilities, elder care facilities, nursing homes, or hospitals) require prior written EPA approval.
 - (3) Breaching of the asphalt cap and excavation or other subsurface work is restricted in the area underlying the asphalt cap. Except in cases of emergency utility repair activities (such as a water or gas main break), any breach of the cap shall be subject to advance approval by EPA. After EPA has approved in writing any work activity that requires the breaching of the cap, EPA shall be notified at least 7 calendar days prior to the start of the approved excavation or subsurface work in the area underlying the asphalt cap.

42. **Notice to Successors-in-Title**

- a. Purchaser shall within 45 days after the Effective Date, submit to EPA for approval a notice to be filed in the appropriate land records office regarding the Property. The notice must: (1) include a proper legal description of the Property; (2) provide notice to all successors-in-title that: (i) Purchaser has entered into an Administrative Settlement Agreement requiring implementation of the Work Plan and compliance

with the property requirements in this Section VIII; and (3) identify the name, RCRA/CERCLA docket number, and Effective Date of this Settlement. Purchaser shall record the notice within 10 days after EPA's approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

b. Purchaser shall, prior to entering into a contract to Transfer any of the Property, or 60 days prior to transferring any of the Property, whichever is earlier:

(1) notify the proposed Transferee that Purchaser has entered into an Administrative Settlement Agreement requiring implementation of such Work and compliance with the requirements at the Property in this Section VIII (identifying the name, RCRA/CERCLA docket number, and the Effective Date of this Settlement); and

(2) notify EPA of the name and address of the proposed Transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee, and notify EPA if Purchaser seeks termination of its obligations in accordance with Paragraph 42.

43. For so long as Purchaser is an owner or operator of any of the Property, Purchaser shall require that Transferees and other parties with rights to use any of the Property provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. Purchaser shall require that Transferees and other parties with rights to use any of the Property implement and comply with any land use restrictions and Proprietary Controls on the Property in connection with any response action, and not contest EPA's authority to enforce any land use restrictions and Proprietary Controls on any of the Property.

44. Upon sale or other conveyance of any of the Property, Purchaser shall require that each Transferee or other holder of an interest in any of the Property agrees to comply with Section X (Record Retention) and this Section VIII (Property Requirements) and not contest EPA's authority to enforce any land use restrictions and Proprietary Controls on any of the Property. After EPA's issuance of the notice of completion of work under Paragraph 101 and Purchaser's written demonstration to EPA that a Transferee or other holder of an interest in any of the Property agrees to comply with the requirements of this Paragraph 42, EPA will notify Purchaser that its obligations under this Settlement, except obligations under Section X (Record Retention), are terminated with respect to any of the Property.

45. Purchaser shall provide a copy of this Settlement to any current lessee, sublessee, and other party with rights to use any of the Property as of the Effective Date.

46. Notwithstanding any provision of this Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water or other resource use restrictions and Proprietary Controls, including related enforcement authorities, under CERCLA, RCRA, and any other applicable statute or regulations.

IX. ACCESS TO INFORMATION

47. Purchaser shall comply, as required by law, with any authorized request for information or administrative subpoena issued by EPA or the State.

48. Purchaser 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 Purchaser's possession or control or that of its contractors or agents relating to activities at the Property 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. Purchaser shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

49. Privileged and Protected Claims

- a. Purchaser may assert all or part of a Record requested by EPA or the State is privileged or protected as provided under federal law, in lieu of providing the Record, provided Purchaser complies with Paragraph 47.b, and except as provided in Paragraph 47.c.
- b. If Purchaser asserts such a privilege or protection, it shall provide EPA and the State 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, Purchaser shall provide the Record to EPA and the State in redacted form to mask the privileged or protected portion only. Purchaser 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 Purchaser's favor.
- c. Purchaser may make no claim of privilege or protection regarding: (1) any data regarding the Property, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Property; or (2) the portion of any Record that Purchaser is required to create or generate pursuant to this Settlement.

50. **Business Confidential Claims.** Purchaser may assert that all or part of a Record provided to EPA and the State under this Section or Section X (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). Purchaser shall segregate and clearly

identify all Records or parts thereof submitted under this Settlement for which Purchaser asserts business confidentiality claims. Records that Purchaser claims to be confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified Purchaser 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 Purchaser.

51. Notwithstanding any provision of this Settlement, EPA and the State retain all their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. RECORD RETENTION

52. For a period of three year following completion of the Work, unless EPA agrees in writing to a shorter time period, Purchaser shall preserve all documents and information relating to the Work and any hazardous substances, pollutants or contaminants found on or released from the Property. At the conclusion of the document retention period, Purchaser shall notify EPA at least 90 days prior to the destruction of any such records, and upon request by EPA, except as provided in Paragraph 47 (Privileged and Protected Claims), Purchaser shall deliver any such records to EPA. These record retention requirements apply regardless of any corporate retention policy to the contrary and is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

XI. COMPLIANCE WITH OTHER LAWS

53. Nothing in this Settlement limits Purchaser's obligations to comply with the requirements of all applicable state and federal laws and regulations, except as provided in Section 121(e)(1) of CERCLA, 42 U.S.C. § 9621(e)(1), 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.

54. 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, Purchaser shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Purchaser may seek relief under the provisions of Section XIV (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that it has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This

Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

55. **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 Property that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Purchaser shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Purchaser shall take these actions in accordance with all applicable provisions of this Settlement. Purchaser shall also immediately notify the Project Coordinator or, in the event of his/her unavailability, the Regional Duty Officer at 913-281-0991 of the incident or Property conditions. If Purchaser fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Purchaser shall reimburse EPA for all costs of such response action not inconsistent with the NCP.

56. **Release Reporting.** Upon the occurrence of any event during performance of the Work that Purchaser 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, Purchaser shall immediately orally notify the Project Coordinator or, in the event of his/her unavailability, the Regional Duty Officer at 913-281-0911 and the National Response Center at (800) 424-8802. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

57. For any event covered under this Section, Purchaser shall submit a written report to EPA within 30 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.

XIII. DISPUTE RESOLUTION

58. 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. EPA and Purchaser shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally. If EPA contends that Purchaser is in violation of this Settlement, EPA will notify Purchaser in writing, setting forth the basis for its position. Purchaser may dispute EPA's position pursuant to Paragraph 59 (Informal Dispute Resolution). EPA shall compile an administrative record regarding the dispute, which must include all statements of position, replies, supplemental statements of position, and the Formal Decision.

59. **Informal Dispute Resolution.** If Purchaser objects to any EPA action taken pursuant to this Settlement, Purchaser shall send the EPA Project Coordinator and EPA

counsel, a written Notice of Dispute describing the objection(s) within 20 days after such action. EPA and Purchaser shall have 60 days from EPA's receipt of Purchaser's 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 EPA and Purchaser pursuant to this Section shall be in writing and will, upon signature by EPA and Purchaser, be incorporated into and become an enforceable part of this Settlement.

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

61. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Purchaser under this Settlement. Except as provided in Paragraph 68, 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. If Purchaser does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XV (Stipulated Penalties).

XIV. FORCE MAJEURE

62. "Force Majeure," for purposes of this Settlement, is defined as any event arising from causes beyond the control of Purchaser, of any entity controlled by Purchaser, or of Purchaser's contractors that delays or prevents the performance of any obligation under this Settlement despite Purchaser's best efforts to fulfill the obligation. The requirement that Purchaser 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 unless Purchaser demonstrates that the increase in costs is significantly impactful to the rates imposed on Purchaser's rate-payers. In that event, Purchaser may only request an extension of time to obtain new or additional funding to complete the project.

63. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Purchaser intends or may intend to assert a claim of force majeure, Purchaser shall notify EPA's Project Coordinator orally, or, in the event of his or her absence, the Director of the Superfund and Emergency Management Division, EPA Region 7, and/or the Director of the Enforcement and Compliance Assurance Division, EPA Region 7, within 14 days of when Purchaser first knew that the event might cause a delay. Within 7 days thereafter, Purchaser 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; Purchaser's rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Purchaser, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Purchaser shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Purchaser shall be deemed to know of any circumstance of which Purchaser, any entity controlled by Purchaser, or Purchaser's contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Purchaser 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 60 and whether Purchaser has exercised best efforts under Paragraph 60, EPA may, in its unreviewable discretion, excuse in writing Purchaser's failure to submit timely or complete notices under this Paragraph.

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

65. If Purchaser elects to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Purchaser 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 Purchaser complied with the requirements of Paragraphs 60 and 61. If Purchaser carries this burden, the delay at issue shall be deemed not to be a violation by Purchaser of the affected obligation of this Settlement identified to EPA.

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

XV. FAILURE OF PURCHASER TO COMPLY WITH SETTLEMENT

67. If Purchaser does not comply with Section VII (Work to be Performed), Purchaser shall be in violation of the Settlement and shall pay to EPA, as a stipulated penalty, \$100 per violation; provided, however, that if EPA disapproves all or a portion of any Deliverable pursuant to 30.b (Review and Submission of Deliverables), any stipulated penalties applicable to the original submission, as provided in this Paragraph, shall accrue during the period set

forth in the notice of disapproval for the Purchaser to correct the deficiency, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided further that, if the original submission was so deficient as to constitute a material breach of Purchaser's obligations under this Settlement, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

68. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 76 (Work Takeover), Purchaser shall be liable for a stipulated penalty in the amount of \$50,000. Stipulated penalties under this Paragraph are in addition to the remedies available under ¶ 76 (Work Takeover). If Purchaser invokes Dispute Resolution under ¶ XIII (Dispute Resolution) with respect to stipulated penalties assessed under this Paragraph, it shall be liable for such penalties only if the result of Dispute Resolution is to uphold EPA's decision to assume performance of all or a portion of the Work.

69. Purchaser shall make payment of stipulated penalties within 30 days of EPA demand at <https://www.pay.gov> using the link for "EPA Miscellaneous Payments Cincinnati Finance Center," including a reference to the docket number and the purpose of the payment. Purchaser shall send a notice of this payment to EPA. The payment of stipulated penalties and Interest, if any, does not alter any obligation by Purchaser under this Settlement.

70. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued under this Settlement.

XVI. CERTIFICATION

71. By entering into this Settlement, Purchaser certifies under penalty of perjury that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Purchaser and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property and to its qualification for this Settlement. Purchaser also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances, pollutants or contaminants at the Property.

XVII. COVENANTS BY UNITED STATES

72. Except as provided in Section XVIII (Reservations of Rights by United States), the United States covenants not to sue or to take administrative action against Purchaser pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), or for Section 7003 of RCRA, 42 U.S.C. § 6973, for Existing Contamination and the Work. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Purchaser of its obligations under this Settlement. These covenants are also conditioned upon the veracity of the information provided to EPA by Purchaser relating to Purchaser's involvement with the Property and the certification made by Purchaser in Paragraph 75. These covenants extend to the successors of Purchaser but only to the extent that the successor of Purchaser is assuming all obligations under this Settlement and the alleged

liability of the successor of Purchaser is based solely on its status as a successor of Purchaser' they do not extend to any other person. Nothing in this Settlement constitutes a covenant not to sue or not to take action or otherwise limits the ability of the United States or EPA to seek or obtain further relief from Purchaser if the information provided to EPA by Purchaser relating to Purchaser's involvement with the Property or the certification made by Purchaser in Paragraph 75 is false or in any material respect inaccurate.

XVIII. RESERVATIONS OF RIGHTS BY UNITED STATES

73. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of the United States or EPA 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 Property. Further, except as specifically provided in this Settlement, nothing in this Settlement shall prevent the United States from seeking legal or equitable relief to enforce the terms of this Settlement or from taking other legal or equitable action as it deems appropriate and necessary.

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

- a. liability for failure by Purchaser to meet a requirement of this Settlement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at or in connection with the Property after the Effective Date, not within the definition of Existing Contamination;
- e. liability resulting from an act or omission that causes exacerbation of Existing Contamination by Purchaser, its successors, assigns, lessees, or sublessees; and
- f. liability arising from the disposal, release or threat of release of Waste Materials outside of the Property, except as provided in clause c of the definition of Existing Contamination.

75. With respect to any claim or cause of action asserted by the United States, Purchaser shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

76. Work Takeover

- a. If EPA determines that Purchaser: (1) has ceased implementation of any portion of the Work, (2) is seriously or repeatedly deficient or late in its performance of the Work, or (3) is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to Purchaser. 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 Purchaser 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 76a, Purchaser has not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify Purchaser in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 76.
- c. Purchaser may invoke the procedures set forth in Paragraph 60 (Formal Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 76. However, notwithstanding Purchaser's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 76 until the earlier of (1) the date that Purchaser remedies, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 60 (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.

XIX. COVENANTS BY PURCHASER

77. Purchaser covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Existing Contamination, the Work, 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 claim arising out of response actions, including any claim under the United States Constitution, the Missouri Constitution, the Tucker Act, 28

U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding Existing Contamination, the Work, and this Settlement.

78. These covenants not to sue shall not apply if the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XVIII (Reservations of Rights by United States), other than in Paragraph 81.a (liability for failure to meet a requirement of the Settlement), or 81.b (criminal liability), or 81.d (violations of federal/state law during or after implementation of the Work), but only to the extent that Purchaser's 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), or Section 112 of CERCLA, 42 U.S.C. § 9612, or 40 C.F.R. Part 307.

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

XX. OTHER CLAIMS

81. By agreeing to 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 Purchaser. Neither the United States nor EPA shall be deemed a party to any contract entered into by Purchaser or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

82. Except as expressly provided in Section XVII (Covenants by United States), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Purchaser 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.

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

XXI. EFFECT OF SETTLEMENT/CONTRIBUTION

84. Nothing in this Settlement creates any rights in, or grants any cause of action to, any person not a Party to this Settlement. Except as provided in Section XIX (Covenants by Purchaser), 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 that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Property against any person not a Party hereto. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

85. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which Purchaser has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are the Work, and all response actions taken or to be taken and all response costs incurred or to be incurred in connection with Existing Contamination by the United States or any other person, except the State. However, if the United States exercises rights under the reservations in Section XVIII (Reservations of Rights by United States)), other than in Paragraphs 79.a (liability for failure to meet a requirement of the Settlement), 79.b (criminal liability), or 79.d (violations of federal/state law during or after implementation of the Work), the "matters addressed" in this Settlement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

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

87. Purchaser shall, with respect to any suit or claim brought by it against any party for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Purchaser 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, Purchaser 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.

XXII. RELEASE AND WAIVER OF LIEN

88. Subject to the Reservations of Rights in Section XVIII of this Settlement, upon issuance of the Notice of Completion in Section XXVI, EPA agrees (i) to release any lien it may have on the Property under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), as a result of

response actions conducted by EPA at the Property and (ii) to release and waive any lien it may have on the Property now and in the future under Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), for costs incurred or to be incurred by EPA in responding to the release or threat of release of Existing Contamination.

XXIII. INDEMNIFICATION

89. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Purchaser 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). Purchaser 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 Purchaser, its officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Purchaser's behalf or under its control, in carrying out activities pursuant to this Settlement. Further, Purchaser 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 Purchaser, 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 Purchaser in carrying out activities pursuant to this Settlement. Neither Purchaser nor any such contractor shall be considered an agent of the United States.

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

91. Purchaser 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 Purchaser and any person for performance of work on or relating to the Property, including, but not limited to, claims on account of construction delays. In addition, Purchaser 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 Purchaser and any person for performance of Work on or relating to the Property, including, but not limited to, claims on account of construction delays.

XXIV. INSURANCE

92. No later than 15 days before commencing any on-site Work, Purchaser shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Work pursuant to Section XXVI (Notice of Completion of Work), commercial general liability insurance with limits of \$1 million per occurrence, and automobile liability insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$2 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities

performed by or on behalf of Purchaser pursuant to this Settlement. In addition, for the duration of the Settlement, Purchaser shall provide EPA with certificates of such insurance and a copy of each insurance policy. Purchaser shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Purchaser shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Purchaser in furtherance of this Settlement. If Purchaser demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Purchaser need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Purchaser shall ensure that all submittals to EPA under this Paragraph identify the RCRA/CERCLA docket number for this action.

XXV. MODIFICATION

93. EPA's Project Coordinator may make minor modifications to any plan or schedule in writing or by oral direction. EPA will promptly memorialize in writing any oral modification, but the modification has as its effective date the date of the Project Coordinator's oral direction, unless otherwise indicated. Any other requirements of this Settlement may be modified in writing by mutual agreement of the Parties, unless otherwise specified in this Settlement.

94. If Purchaser seeks permission to deviate from any approved work plan or schedule, Purchaser's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Purchaser may not proceed with a requested deviation until receiving oral or written approval from EPA's Project Coordinator pursuant to Paragraph 24.

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

XXVI. NOTICE OF COMPLETION OF WORK

96. When EPA's Project Coordinator determines after EPA's review of the final report submitted by Purchaser pursuant to Paragraph 33, that all Work has been fully performed in accordance with this Settlement with the exception of any continuing obligations required by this Settlement, EPA will provide written notice to the Purchaser. Notice of completion of work does not affect the following continuing obligations: property requirements found in Section VII and record retention found in Section X. If EPA determines that any Work other than the continuing obligations has not been completed in accordance with this Settlement, EPA will notify Purchaser and provide a list of the deficiencies. Purchaser shall promptly correct all such deficiencies. Purchaser shall submit a modified Final Report upon completion of the deficiencies.

XXVII. INTEGRATION/APPENDICES

97. This Settlement constitutes the entire agreement among the Parties regarding the subject matter of the Settlement and supersedes all prior representations, agreements and understandings, whether oral or written, regarding the subject matter of the Settlement embodied herein. The following appendices are attached to and incorporated into this Settlement.

- a. Appendix 1 is the description and/or map of the Property.
- b. Appendix 2 is the proposed Environmental Covenant.

XXVIII. ENFORCEMENT

98. The Parties agree that the United States District Court for the Western District of Missouri ("Court") will have jurisdiction pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), for any judicial enforcement action brought with respect to this Settlement.

99. Notwithstanding Paragraph 76 of this Settlement, if Purchaser fails to comply with the terms of this Settlement, the United States may file a lawsuit for breach of this Settlement, or any provision thereof, in the Court. In any such action, Purchaser consents to and agrees not to contest the exercise of personal jurisdiction over it by the Court. Purchaser further acknowledges that venue in the Court is appropriate and agrees not to raise any challenge on this basis.

100. If the United States files a civil action as contemplated by Paragraph 104, above, to remedy breach of this Settlement, the United States may seek, and the Court may grant as relief, the following: a) an order mandating specific performance of any term or provision in this Settlement, without regard to whether monetary relief would be adequate; and b) any additional relief that may be authorized by law or equity.

XXIX. NOTICES AND SUBMISSIONS

101. Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Settlement, are deemed submitted either when an email is transmitted and received, it is hand-delivered, or as of the date of receipt by certified mail/return receipt requested, express mail, or facsimile.

Address submissions to Purchaser to:

Bryan Carter
City of St. Joseph
1100 Frederick Ave.
St. Joseph, MO 64501
bcarter@stjosephmo.gov

Address submissions to EPA to:

Kirk Mammoliti
mammoliti.kirk@epa.gov

XXX. PUBLIC COMMENT

102. This Settlement is subject to a 30-day public comment period, after which the United States may withhold its consent or seek to modify this Settlement if comments received disclose facts or considerations that indicate that this Settlement is inappropriate, improper or inadequate.

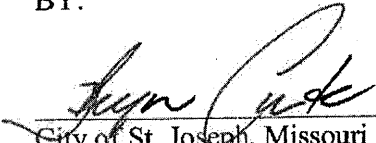
XXXI. EFFECTIVE DATE

103. The effective date of this Settlement is the date upon which both of the following have occurred: (a) EPA issues written notice to Purchaser that the United States has fully executed the Settlement after review of and response to any public comments received, and (b) Purchaser acquires the Property. Purchaser shall notify EPA in writing within three days of acquiring the Property.

Signature Page for Administrative Settlement Agreement (Docket No. MM-07-2024-0044)

IT IS SO AGREED:

BY:



City of St. Joseph, Missouri, Purchaser
Signed by: Bryan Carter
City Manager

5-9-24

Date

Signature Page for Administrative Settlement Agreement (Docket No. MM-07-2024-0044)

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

**MEGHAN
MCCOLLISTER**

Digitally signed by MEGHAN
MCCOLLISTER
Date: 2024.06.13 17:33:18 -05'00'

Meghan A. McCollister
Regional Administrator, Region 7
U.S. Environmental Protection Agency
11201 Renner Boulevard
Lenexa, Kansas 66219

Date

BY:

ROBERT JURGENS

Digitally signed by ROBERT JURGENS
Date: 2024.06.13 15:20:00 -05'00'

Robert D. Jurgens
Director, Superfund and Emergency Management Division
U.S. Environmental Protection Agency Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

Date

BY:

JODI BRUNO

Digitally signed by JODI BRUNO
Date: 2024.06.13 12:22:41 -05'00'

Jodi Bruno
Acting Director, Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

Date

Signature Page for Administrative Settlement Agreement (Docket No. MM-07-2024-0044)

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:

SUSAN AKERS

Digitally signed by SUSAN AKERS

Date: 2024.07.30 11:31:07 -04'00'

Susan M. Akers

Date

Deputy Section Chief, Environmental Enforcement Section

U.S. Department of Justice

Environment and Natural Resources Division

Washington, D.C. 20530