UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9

IN THE MATTER OF:
A&B Mine Sites Nos. 2, 3, 5, 7, 13; Henry Sloan Mine Site No. 1; and Earl Huskon Mine Sites Nos. 1 and 3, in or near Cameron, Arizona and Tuba City, Arizona

EnPro Holdings, Inc.,

Respondent

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR INTERIM REMOVAL ACTION

U.S. EPA Region 9
CERCLA Docket No. 2018-01

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

TABLE OF CONTENTS

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and EnPro Holdings, Inc. ("Respondent"). This Settlement Agreement provides for the performance by Respondent of certain environmental investigation and analysis activities and other actions as provided herein, and the reimbursement by Respondent as provided herein of certain response costs incurred by the United States at or in connection with the A&B Mine Sites Nos. 2, 3, 5, 7, 13; Henry Sloan Mine Site No. 1; and Earl Huskon Mine Sites Nos. 1 and 3 (the "Sites") located near Cameron, Arizona and Tuba City, Arizona, within the Navajo Nation. Maps of the Sites and vicinity are attached as Attachments 1 and 2 to the Scope of Work ("SOW") (Appendix A). The Sites lie within Navajo tribal allotted, trust or fee lands administered by the Bureau of Indian Affairs ("BIA") on behalf of the Navajo Nation.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the Department of Environmental Quality of the State of Arizona (the "State") and the Navajo Nation of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

5. Under this Settlement Agreement, Respondent will perform a removal site evaluation ("RSE") at each of the Sites and an evaluation of the need for interim actions before the completion of the RSEs for A&B No. 2 and A&B No. 3 as provided herein and described in the SOW. EPA will evaluate the results of this Work and, after consultation with the Navajo Nation, will make a response action decision for the Sites. The parties may then discuss the terms of one or more subsequent Settlement Agreements which, if executed, may provide for Respondent's execution of the selected response action and for payment of past response costs and other costs for the Sites.

II. PARTIES BOUND

6. This Settlement Agreement applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent

including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Settlement Agreement.

7. Respondent is jointly and severally liable for carrying out all activities required by this Settlement Agreement.

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

9. EPA intends to consult with and coordinate with the Navajo Nation throughout the performance of the Work and implementation of this Settlement Agreement, and to take the Navajo Nation's comments and concerns into consideration. EPA's failure to do so, however, will not affect Respondent's rights or obligations under this Settlement Agreement.

III. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq*.

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next day that is not a Saturday, Sunday, or Federal holiday.

c. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXX of this Settlement Agreement.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

e. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs,

contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 33 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 44 (emergency response), and Paragraph 71 (work takeover). Future Response Costs shall also include all costs, including direct and indirect costs, a) paid by EPA in connection with the Sites prior to the Effective Date, or b) incurred prior to the Effective Date, but paid after that date.

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

g. "Interim Removal Action" shall mean the response actions required in this AOC and the SOW, provided as Appendix A.

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

i. "Navajo Nation EPA" or "NNEPA" shall mean the Navajo Nation Environmental Protection Agency.

j. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

k. "Parties" shall mean EPA and Respondent.

l. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

m. "Respondent" shall mean EnPro Holdings, Inc.

n. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

o. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and the SOW, provided as Appendix A. In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

p. "Site" or "Sites" shall mean, individually or collectively, the A&B Mine Sites Nos. 2, 3, 5, 7, 13; Henry Sloan Mine Site No. 1; and Earl Huskon Mine Sites Nos. 1 and 3, including proximate areas where hazardous substances generated from these mine sites have been deposited, stored, disposed of, placed, or otherwise come to be located as determined pursuant to the SOW.

q. "State" shall mean the State of Arizona.

r. "Scope of Work" or "SOW" shall mean the statement of work for performance of a removal site evaluation for all Sites and evaluation of the need for interim actions for the Priority Sites, as set forth in Appendix A to this Settlement Agreement, and any modifications made thereto in accordance with this Settlement Agreement.

s. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

t. "Work" shall mean all activities Respondent is required to perform under this Settlement Agreement.

IV. FINDINGS OF FACT

EPA hereby finds the following facts, which Respondent neither admits nor denies:

11. The A&B No. 2 mine claim consists of an area of 101,498.83 m^2. The mine was identified as being operational in 1954. Historical documents showed the operator of the mine as the A & B Mining Corporation in 1954. While operational, the mine had a total production volume of 122 tons. The mine location is at 35.8393003282 N latitude and -111.445669162 W longitude.

12. The A&B No. 3 mine claim consists of an area of 91,824.89 m^2. The mine was identified as being operational from 1954 to 1955. Historical documents showed the operator of the mine as the A&B Mining Corporation from 1954 to 1955. While operational, the mine had a total production volume of 586 tons. The mine location is at 35.8759567587 N latitude and -111.423812903 W longitude.

13. The A&B No. 5 mine claim consists of an area of 20,495.01 m^2. The mine was identified as being operational in 1954. Historical documents showed the operator of the mine as the A & B Mining Corporation in 1954. While operational, the mine had a total production volume of 305 tons. The mine location is at 36.0937913377 N / -111.425189496 W.

14. The A&B No. 7 mine claim consists of an area of 15,613.64 m^2. The mine was identified as being operational in 1954. Historical documents showed the operator of the mine as the A&B Mining Corporation in 1954. While operational, the mine had a total production volume of 24 tons. The mine location is at 36.0525667975 N / -111.439069625 W.

15. The A&B No. 13 mine claim consists of an area of 22,402.85 m^2. The mine was identified as being operational in 1954. Historical documents showed the operator of the mine as the A & B Mining Corporation in 1954. While operational, the mine had a total production volume of 51 tons. The mine location is at 36.0748420037 N / -111.404696618 W.

16. The Henry Sloan No. 1 mine claim consists of two separate mine sites (nos. 117, 118) with a total combined area of 58,599.34 m^2. The mines were identified as being operational from 1954 to 1956. Historical documents identified the operator of the mines as A&B Mining Corporation in 1954, and Harbough & Chinn in 1956. While operational, the mines had a total reported production volume of 353 tons. The location of mine site no. 117 is 36.1031985768 N / -111.39935516 W. The location of mine site no. 118 is 36.1054537227 N / -111.398030155 W.

17. The Earl Huskon No. 1 mine claim consists of an area of 50,117.43 m^2. The mine was identified as being operational from 1954 to 1955. Historical documents showed the operator of the mine as J.W. Bloomfield in 1954, and the A & B Mining Corporation from 1954 to 1955. While operational, the mine had a total reported production volume of 370 tons. The mine location is at 36.1270156015 N / -111.406336346 W.

18. The Earl Huskon No. 3 mine claim consists of an area of 48,647.41 m^2. The mine was identified as being operational from 1954 to 1955. Historical documents showed the operator of the mine as the A&B Mining Corporation from 1954 to 1955. While operational, the mine had a total reported production volume of 1,835 tons. The mine location is at 36.1229292002 N / -111.424204214 W.

19. Through a series of mergers, transactions and name changes between 1959 and 2016, EnPro Holdings, Inc. became the corporate successor to A&B Mining Corporation.

20. Under a 1991 Memorandum of Agreement between the Navajo Nation and EPA Regions 6, 8, and 9, EPA Region 9 has the lead on any EPA response action on lands within the Navajo Nation.

21. In January 2011, EPA's contractor, Weston Solutions, Inc. issued Navajo Abandoned Uranium Mine Site Screen Reports for A&B No. 2 and A&B No. 3 mines. In August 2011, Weston Solutions, Inc. issued Navajo Abandoned Uranium Mine Site Screen Reports for A&B Mine Sites Nos. 5, 7, 13; Henry Sloan Mine Site No. 1; and Earl Huskon Mine Sites Nos. 1 and 3. These reports showed elevated readings of Radium-226 at each of the Sites. Radium-226 is a known human carcinogen, and exposure may be a precursor to bone, liver and breast cancers and other health conditions. Radium-226 is a "hazardous substance" as defined by Section 101(14) of CERCLA. Roadways, washes, structures and yards at or near the Sites may have been impacted by releases of hazardous substances and contaminants transported by wind and by runoff during snow, rain and flood events.

22. Documents obtained from the Navajo Abandoned Mine Lands Department indicate that reclamation activities were recommended at A&B Mines Nos. 2, 3, and 5, Henry Sloan No. 1 and Earl Huskon Nos. 1 and 3, and that scopes of work were developed for these sites. The documents do not indicate whether the scopes of work were implemented.

23. This Settlement Agreement reserves and does not address investigation and cleanup of groundwater or any other response actions not required by this Settlement Agreement.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

24. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. Each of the Sites is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The gamma radiation measurements taken at each of the Sites, as identified in the Findings of Fact above, indicate the presence of radionuclides, which are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

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

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Sites.

e. Respondent's corporate predecessor A&B Mining Corporation was the "operator" of the facilities at the time of disposal of hazardous substances at the facilities, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

f. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from a facility as defined by Section 101(22) of CERCLA, 42 U.S.C.§ 9601(22).

g. The Removal Site Evaluations and Interim Removal Actions required by this Settlement Agreement are necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

h. The Removal Site Evaluations and Interim Removal Actions required by this Settlement Agreement meet the criteria for a removal action under Section 300.415(b) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

25. Based upon the foregoing Findings of Fact, Conclusions of Law, and Determinations, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

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

26. Respondent shall retain one or more contractors to perform the Work and shall notify EPA of the name(s) and qualifications of such contractor(s) within thirty (30) Days of the Effective Date. Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least fifteen (15) 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 Respondent. If EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within thirty (30) Days of EPA's disapproval. The proposed contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP shall be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by EPA.

27. Within thirty (30) Days after the Effective Date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within fifteen (15) Days following EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondent.

28. EPA has designated Sona Chilingaryan, Remedial Project Manager in the Region 9 Superfund Division, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to the OSC and to the Navajo Nation, by U.S. Mail, overnight mail, facsimile, or email as follows:

Sona Chilingaryan
U.S. EPA, Mail Code SFD-6-2
75 Hawthorne St.
San Francisco, CA 94105
Telephone 415-972-3368
Facsimile 415-947-3518
Email: Chilingaryan.Sona@epa.gov

Binod K. Chaudhary
Navajo Nation Environmental Protection Agency
P.O. Box 2946
Window Rock, AZ 86515
Telephone: (928) 871-7820 (Office); (928) 551-0671 (Cell)
Facsimile: (928) 871-7333
Email: bchaudhary@navajo-nsn.gov

Harrison L. Karr
Navajo Nation Department of Justice
P.O. Drawer 2010
Window Rock, AZ 86515
Telephone: 928-871-6347
Facsimile: 928-871-6177
Email: hkarr@nndoj.org

29. EPA and Respondent shall have the right, subject to the requirements of this Section, to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA at least fifteen (15) Days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice. The Navajo Nation may change its representatives by written notice to EPA and Respondent.

30. Notwithstanding the procedures of Paragraph 26, Respondent has proposed, and EPA, after having provided a reasonable opportunity for review and comment by NNEPA, has authorized Respondent to proceed with its chosen contractor, Arcadis U.S., Inc.

VIII. WORK TO BE PERFORMED

31. Respondent shall perform all actions necessary to conduct the RSEs and to implement any Interim Removal Action as determined under the terms of the SOW, all as described in and required by the attached SOW, Appendix A. Respondent shall also post hazard signs around the Sites, secure the Sites, and identify and address physical hazards at the Sites.

a. Work Plans and Implementation.

i. All work plans described in the SOW shall be submitted to EPA for review and approval in accordance with the schedule and deadlines specified in the SOW, and shall be deemed draft work plans until they are approved, or approved with modifications, in writing by EPA, after providing a reasonable opportunity to the NNEPA to review and comment.

ii. EPA may approve, disapprove, require revisions to, or modify any draft work plan in whole or in part. If EPA requires revisions, Respondent shall submit a revised draft work plan within thirty (30) Days of receipt of EPA's notification of the required revisions. Respondent shall implement each work plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan,

the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

iii. Respondent shall not commence any Work except in conformity with the terms of this Settlement Agreement and SOW. Respondent shall not commence implementation of the work plans developed hereunder and in the SOW until receiving written EPA approval pursuant to the preceding sub-paragraph.

b. Reporting.

i. Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement Agreement every month after the date of receipt of EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

ii. Respondent shall submit three (3) copies of all plans, reports or other submissions required by this Settlement Agreement and the SOW, or any approved Work Plan. Upon request by EPA, Respondent shall submit such documents in electronic form.

iii. If Respondent owns or controls real property at any Site, Respondent shall, at least thirty (30) Days prior to the conveyance of any interest in such real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to EPA and the Navajo Nation of the proposed conveyance, including the name and address of the transferee. If Respondent owns or controls property at any Site, Respondent also agrees to require that its successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

c. Final Report. Respondent shall submit for EPA review and approval a final RSE report summarizing the actions taken to comply with this Settlement Agreement, as provided in Section 4.6 of the SOW. The final RSE report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement. The final RSE report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

> Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is 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.

IX. SITE ACCESS

32. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by Respondent, Respondent shall, commencing on the

Effective Date: (1) provide EPA, and its representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement, and (2) provide the NNEPA and its designated representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purposes of overseeing, observing, monitoring, and taking split samples, during any EPA activities related to this agreement.

33. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain necessary access agreements not less than thirty (30) Days prior to the date by which an access agreement will be necessary in order to timely perform Work required under this Settlement Agreement and the SOW. If, after using its best efforts, Respondent is unable to obtain any necessary access agreement by thirty (30) Days prior to the date by which such access agreement will be necessary as described above, Respondent shall immediately notify EPA and the Navajo Nation. For purposes of this Paragraph, "best efforts" includes the payment of reasonable consideration to obtain necessary access. Respondent shall describe in writing its efforts to obtain access. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as EPA deems appropriate, which may include a request for assistance from NNEPA. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs). NNEPA has agreed to provide Navajo Nation's authorization to access Navajo lands in the form of an appropriately executed authorization letter.

34. Commencing on the Effective Date of this Settlement Agreement, Respondent shall refrain from using any Site in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the response measures to be implemented pursuant to this Settlement Agreement. Restricted or prohibited activities include, but are not limited to, excavation and disturbance of any soils in any manner that might cause a release of wastes, except as needed for implementation of this Settlement Agreement.

35. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

36. Respondent shall provide to EPA, within thirty (30) Days of Respondent's receipt of written request, copies of all documents and information within its possession or control or that of its contractors or agents, subject to the provisions of Paragraphs 37 and 38 (business confidentiality claims and privileged and protected claims), relating to activities at the Sites or to the implementation of this Settlement Agreement, 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 related to the Work. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or

testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

37. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Settlement Agreement 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). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public and the Navajo Nation may be given access to such documents or information without further notice to Respondent.

38. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege, work product doctrine, or any other privilege recognized by federal law. If Respondent asserts such a privilege in lieu of providing documents, it shall provide EPA and the Navajo Nation with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

39. Respondent may make no claim of privilege or protection regarding: (1) any data regarding the Sites, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondent is required to create or generate pursuant to this Settlement Agreement.

XI. RECORD RETENTION

40. Until seven (7) years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to any of the Sites, regardless of any corporate retention policy to the contrary. Until seven (7) years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

41. At the conclusion of this document retention period, Respondent shall notify EPA and the Navajo Nation at least ninety (90) Days prior to the destruction of any such records or documents, and, upon request by EPA or the Navajo Nation, Respondent shall deliver any such

records or documents to EPA or the Navajo Nation. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, Respondent shall provide EPA or the Navajo Nation with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. EPA may challenge either Respondent's privilege claim by notice to Respondent within sixty (60) Days following EPA's receipt of such information from Respondent. Respondent shall not destroy any records or documents subject to the privilege claim unless and until allowed by final resolution of EPA's challenge to the claim or EPA's failure to challenge the claim within the time allowed. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

42. Respondent hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding any of the Sites since notification of potential liability by EPA or the filing of suit against it regarding the Sites and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

43. Respondent shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, tribal and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j).

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

44. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from a Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of the OSC's unavailability, Sean Hogan, Acting Assistant Director, Superfund Division, EPA Region 9, (415) 972-3465, of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of such action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

45. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at (415) 972-3178, or in the event of the OSC's unavailability, Sean Hogan, Acting Assistant Director, Superfund Division, EPA Region 9, (415) 972-3465, the Region 9 Spill Response Center at (415) 947-4400 and the National Response Center at (800) 424-8802. Respondent shall submit a written report to EPA within seven (7) Days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement 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, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

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

XV. PAYMENT OF RESPONSE COSTS

47. Payments for Future Response Costs.

a. Within thirty (30) Days of the Effective Date, Respondent shall pay EPA $150,000 in prepayment of Future Response Costs. The total amount paid shall be deposited by EPA in the EnPro Mine Sites Special Account ("EnPro Special Account"), within the EPA Hazardous Substance Superfund. These funds will be used by EPA to conduct or finance future response actions at the Sites. Any amounts received under this subparagraph will be credited to Respondent in the final accounting pursuant to Paragraph 47(c).

b. Respondent shall pay to EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill requiring payment that includes a cost summary listing the direct and indirect costs incurred by EPA and its contractors. Respondent shall make all payments within thirty (30) Days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 49 of this Settlement Agreement. The total amount paid will be deposited by EPA in the EnPro Special Account within the EPA Hazardous Substance Superfund. These funds will be retained and used by EPA to conduct or finance future response actions in connection with the Sites. Any amounts remaining in the EnPro Special Account will be disbursed in accordance with Paragraph 47(c).

c. After EPA issues its written Certification of Completion of Work and EPA has performed a final accounting of Future Response Costs, EPA shall, at EPA's election, offset the final bill for Future Response Costs by the unused amount paid by Respondent pursuant to Paragraphs 47(a) or 47(b) or apply any unused amount paid by Respondent pursuant to Paragraphs 47(a) or 47(b) to any other unreimbursed response costs or response actions

remaining at the Sites for which Respondent is liable, or remit and return to Respondent any unused amount of the funds paid by Respondent pursuant to Paragraphs 47(a) or 47(b).

d. Respondent shall make all payments required by this Paragraph by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Respondent by EPA Region 9, and shall be accompanied by a statement identifying the name and address of the party making payment, the Site name (EnPro), the EPA Region and Sites/Spill ID Number A946 and the EPA docket number for this action (CERCLA Docket No. 2018-01).

e. At the time of payment, Respondent shall send notice that payment has been made to both:

Sona Chilingaryan, Mail Code SFD-6-2
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105

and

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

48. In the event that any payment required under this Section is not made within thirty (30) Days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

49. Respondent may dispute payment of any Future Response Costs billed under this Settlement Agreement, if it determines that EPA has made a mathematical error, or if it believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within thirty (30) Days of receipt of the bill and must be sent to the OSC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondent shall within the thirty (30)-Day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 47. Simultaneously, Respondent shall establish an interest-bearing escrow account in a federally-insured bank duly chartered within the Navajo Nation or a state and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent shall send to the EPA OSC a copy of the notice required pursuant to Paragraph 47(e) at the time of payment of the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow

account. Simultaneously with establishment of the escrow account, Respondent shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If EPA prevails in the dispute, within five (5) Days of the resolution of the dispute, Respondent shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 47. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus associated accrued interest) for which it did not prevail to EPA in the manner described in Paragraph 47. Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondent's obligation to reimburse EPA for its Future Response Costs, except as provided in Paragraph 50.

50. Notwithstanding the provisions of Paragraph 49, the sole method for contesting the mathematical accuracy of the final accounting performed by EPA pursuant to Paragraph 47(c) is as provided in this Paragraph. Respondent may contest the final accounting of Future Response Costs issued under Paragraph 47(c) if it determines that EPA has made a mathematical error. Such objection shall be made in writing within thirty (30) Days after receipt of the final accounting and must be sent to the OSC pursuant to Paragraph 28. Any such objection shall specifically identify the alleged final mathematical error and the basis for objection. EPA will review the alleged mathematical error and either affirm the initial accounting or issue a corrected final accounting. If a corrected final accounting is issued, EPA will take such action as may be necessary to correct the final disposition of unused amounts paid in accordance with Paragraph 47(c). If Respondent disagrees with EPA's decision, Respondent may, within seven (7) Days after receipt of the decision, appeal the decision to the Director of the Superfund Division, EPA Region 9, 75 Hawthorne St., San Francisco, California 94105. The Director of the Superfund Division will issue a final administrative decision resolving the dispute, which shall be binding upon Respondent and shall not be subject to challenge by Respondent pursuant to the dispute resolution provisions of this Consent Decree or in any other forum.

XVI. DISPUTE RESOLUTION

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

52. If Respondent objects to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, it shall notify EPA in writing pursuant to Paragraph 28 of its objection(s) within thirty (30) Days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have thirty (30) Days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

53. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this

Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Division Director level or higher will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondent's obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

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

55. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondent intends or may intend to assert a claim of force majeure, Respondent shall notify EPA's OSC orally or, in his or her absence, the alternate EPA OSC, or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund Division, EPA Region 9, within forty-eight (48) hours of when Respondent first knew that the event might cause a delay. Within seven (7) Days thereafter, Respondent shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondent shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Respondent shall be deemed to know of any circumstance of which Respondent, any entity controlled by Respondent, or Respondent's contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondent from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 54 and whether Respondent has exercised its best efforts under Paragraph 54, EPA may, in its unreviewable discretion, excuse in writing Respondent's failure to submit timely or complete notices under this Paragraph.

56. (a) 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 Agreement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete

those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

(b) If Respondent elects to invoke the dispute resolution procedures set forth in Section XVI (Dispute Resolution), Respondent shall do so no later than fifteen (15) Days after receipt of EPA's notice. In any such proceeding, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of Paragraphs 54 and 55. If Respondent carries this burden, the delay at issue shall be deemed not to be a violation by Respondent of the affected obligation of this Settlement identified to EPA.

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

XVIII. STIPULATED PENALTIES

58. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 59 and 60 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (Force Majeure). "Compliance" by Respondent shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, the SOW, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

59. Stipulated Penalty Amounts - Major.

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

Penalty Per Violation Per Day	Period of Noncompliance
$ 1,000	1st through 14th Day
$ 1,500	15th through 30th Day
$ 2,000	31st Day and beyond

b. Compliance Milestones

i. Failure to timely submit a final report meeting the requirements of Section VIII (Work to Be Performed and the SOW); or

ii. Failure to make a payment when due.

60. Stipulated Penalty Amounts - Other. The following stipulated penalties shall accrue per violation per Day for failure to submit timely or adequate reports or other written documents, failure to timely perform actions required pursuant to this Settlement Agreement, or other noncompliance other than those specified in the preceding Paragraph:

Penalty Per Violation Per Day	Period of Noncompliance
$ 500	1st through 14th Day
$ 1,000	15th through 30th Day
$ 1,500	31st Day and beyond

61. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 71 (Work Takeover), Respondent shall be liable for a stipulated penalty in the amount of $125,000.

62. All penalties shall begin to accrue on the Day after the complete performance is due or the Day a violation occurs, and shall continue to accrue through the final Day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the thirty-first (31st) Day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the EPA Management Official at the Division Director level or higher, under Paragraph 53 of Section XVI (Dispute Resolution), during the period, if any, beginning on the twenty-first (21st) Day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

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

64. All penalties accruing under this Section shall be due and payable to EPA within thirty (30) Days of Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to US EPA Fines and Penalties, Cincinnati Finance Center, PO Box 979077, St. Louis, MO 63197-900, shall

indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number A946, the EPA Docket Number 2018-01, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 47.

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

66. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until fifteen (15) Days after the dispute is resolved by agreement or by receipt of EPA's decision.

67. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 64. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 71 (Work Takeover). Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANT NOT TO SUE BY EPA

68. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all of its obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

69. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to

prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

70. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

71. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

a. In the event EPA determines that Respondent has (i) ceased implementation of any portion of the Work, or (ii) is seriously or repeatedly deficient or late in its performance of the Work, or (iii) 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

Respondent. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide Respondent a period of twenty-one (21) Days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the twenty-one (21)-Day notice period specified in Paragraph 71(a), Respondent has not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portions of the Work as EPA deems necessary ("Work Takeover"). EPA shall notify Respondent in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this sub-paragraph.

c. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 71(b). However, notwithstanding Respondent's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 71(b) until the earlier of (i) the date that Respondent remedies, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice or (ii) the date that a final decision is rendered in accordance with Section XVI (Dispute Resolution), Paragraph 53, requiring EPA to terminate such Work Takeover.

d. After commencement and for the duration of any Work Takeover, EPA shall have immediate access to and benefit of any financial assurance(s) provided pursuant to Section XXVI (Financial Assurance) of this Settlement Agreement in accordance with the provisions of Paragraph 92 of that Section. If and to the extent that EPA is unable to secure the resources guaranteed under any such performance guarantee(s) and Respondent fails to remit a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed, all in accordance with the provisions of Paragraph 92, any unreimbursed costs incurred by EPA in performing Work under the Work Takeover shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs).

XXI. COVENANT NOT TO SUE BY RESPONDENT

72. Respondent 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 the Work, Future Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

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

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or Future Response Costs.

73. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 70(b), (c), and (e) - (g), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

74. Notwithstanding the foregoing, this Settlement Agreement shall not have any effect on claims or causes of action that Respondent has or may have pursuant to CERCLA Section 113(f), 42 U.S.C. § 9613(f), against the United States or any of its agencies or departments, other than EPA, based on its or their alleged status as a potentially responsible party pursuant to CERCLA, 42 U.S.C. § 9607(a), relating to the Work, Future Response Costs, or this Settlement Agreement.

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

76. Nothing in this Settlement Agreement 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).

XXII. OTHER CLAIMS

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

78. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement Agreement, 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.

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

XXIII. CONTRIBUTION

80. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs.

81. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondent has, as of the Effective Date, resolved its liability to the United States for the Work and Future Response Costs.

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

XXIV. INDEMNIFICATION

83. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, 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 Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States.

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

85. Respondent waives all claims 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 Respondent and any person for performance of Work on or relating to the Sites, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Sites, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

86. At least fifteen (15) Days prior to commencing any on-Site work under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of one million dollars, combined single limit, naming EPA as an additional insured. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondent shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. FINANCIAL ASSURANCE

87. In order to ensure completion of the Work, Respondent shall secure financial assurance, initially in the amount of $500,000 ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/, and satisfactory to EPA. Respondent may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

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

e. A demonstration by a Respondent that it meets the financial test criteria of Paragraph 89, accompanied by a standby funding commitment, which obligates the affected Respondent to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or

f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of Paragraph 89.

88. Within thirty (30) Days after the Effective Date, Respondent shall obtain EPA's approval of the form of Respondent's financial assurance. Within thirty (30) Days of such approval, Respondent shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional Financial Management Officer, 75 Hawthorne Street, San Francisco, CA 94105.

89. A Respondent seeking to provide financial assurance by means of a demonstration or guarantee under Paragraph 87.e or 87.f must, within thirty (30) Days of the Effective Date:

a. Demonstrate that either

(1) such Respondent or guarantor has

i. two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and

ii. net working capital and tangible net worth each at least six (6) times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. tangible net worth of at least $10 million; and

iv. assets located in the United States amounting to at least ninety (90) percent of total assets or at least six (6) times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or that

(2) such Respondent or guarantor has

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

ii. tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. tangible net worth of at least $10 million; and

iv. assets located in the United States amounting to at least ninety (90) percent of total assets or at least six (6) times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

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

90. A Respondent providing financial assurance by means of a demonstration or guarantee under Paragraph 87.e or 87.f must also:

a. Annually resubmit the documents described in Paragraph 89.b within ninety (90) Days after the close of the affected Respondent's or guarantor's fiscal year;

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

c. Provide to EPA, within thirty (30) Days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in Paragraph 89.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

91. Respondent shall diligently monitor the adequacy of the financial assurance. If Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Respondent shall notify EPA of such information within seven (7) Days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the Respondent of such determination. Respondent shall, within thirty (30) Days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Respondent, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed sixty (60) Days. Respondent shall follow the procedures of Paragraph 93.a (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondent's inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

92. **Access to Financial Assurance**

a. If EPA issues a notice of implementation of a Work Takeover under Paragraph 71.b, then, in accordance with any applicable financial assurance mechanism and related standby funding commitment, EPA is entitled to: (i) the performance of the Work; and/or (ii) require that any funds guaranteed be paid in accordance with Paragraph 92.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel the mechanism, and the affected Respondent fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 Days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with Paragraph 92.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under Paragraph 71.b, either: (i) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (ii) the financial assurance is a demonstration or guarantee under Paragraph 87.e or 87.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondent shall, within five (5) Days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this Paragraph 92 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or

trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the EnPro Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this Paragraph 92 must be reimbursed as Future Response Costs under Section XV (Payments for Response Costs).

93. (a) **Modification of Amount, Form, or Terms of Financial Assurance**. Respondent may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with Paragraph 88, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondent of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondent may reduce the amount of the financial assurance mechanism only in accordance with: (i) EPA's approval; or (ii) if there is a dispute, the agreement or written decision resolving such dispute under Section XVI (Dispute Resolution). Respondent may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondent pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within thirty (30) Days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondent shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with Paragraph 88.

(b) **Release, Cancellation, or Discontinuation of Financial Assurance**. Respondent may release, cancel, or discontinue any financial assurance provided under this Section only: (i) if EPA issues a Notice of Completion of Work under Section XXVIII (Notice of Completion of Work); (ii) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (iii) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XVI (Dispute Resolution).

XXVII. MODIFICATIONS

94. The OSC may make modifications to any plan or schedule or Scope of Work in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirement of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

95. If Respondent seeks permission to deviate from any approved work plan or schedule or Scope of Work, Respondent's Project Coordinator shall submit a written request to EPA for

approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 94.

96. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVIII. NOTICE OF COMPLETION OF WORK

97. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXIX. SEVERABILITY/INTEGRATION/APPENDICES

98. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondent has sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondent shall remain bound to comply with all the provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

99. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendix is attached to and incorporated into this Settlement Agreement: Appendix A - Scope of Work.

XXX. EFFECTIVE DATE

100. This Settlement Agreement shall be effective upon signature by the Assistant Director of the Superfund Division, U.S. EPA Region 9.

The undersigned representative of Respondent certifies that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind Respondent to the terms and conditions set forth in this document.

For Respondent EnPro Holdings, Inc.

By: _____

Print/Type Name):_____

Title: _____

Agreed this ___ day of November, 2017.

The undersigned representative of Respondent certifies that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind Respondent to the terms and conditions set forth in this document.

For Respondent EnPro Holdings, Inc.

By: Benne C. Hutson

Print/Type Name): BENNE C. HUTSON

Title: VICE - PRESIDENT

Agreed this 6TH day of November, 2017.

It is so ORDERED and Agreed this 7 day of November, 2017.

BY: Acting for Sean Hogan
SEAN HOGAN
Acting Assistant Director, Superfund Division
Partnerships, Land Revitalization and Cleanup Branch
U.S. Environmental Protection Agency, Region 9

EFFECTIVE DATE: 11/7/2017

APPENDIX A

SCOPE OF WORK
FOR ADMINISTRATIVE SETTLEMENT AGREEMENT
AND ORDER ON CONSENT
FOR REMOVAL SITE EVALUATION
FOR ENPRO HOLDINGS ABANDONED URANIUM MINES

1.0 Introduction

This Scope of Work ("SOW") specifies actions that are required to be completed by EnPro Holdings, Inc. ("Respondent") pursuant to the Administrative Order on Consent (AOC) Comprehensive Environmental Response, Compensation, and Liability Act Docket No. 2018-01, entered into voluntarily with the United States Environmental Protection Agency ("USEPA"). This SOW specifies the work to be performed by EnPro Holdings at the following abandoned uranium mines ("AUMs") to investigate and mitigate actual or threatened releases of hazardous substances: A&B Nos. 2, 3, 5, 7, and 13, Henry Sloan No. 1, and Earl Huskon Nos. 1 and 3 ("Sites"). All terms used in this SOW will be interpreted in a manner consistent with the definitions provided in the AOC. In the event of any conflict between this SOW and the AOC, the AOC shall control. The work described in this SOW is for purposes of collecting sufficient information for, and preparing, a Removal Site Evaluation Report ("RSE") for each of the Sites.

2.0 Areas to Be Addressed

The Sites and vicinity are shown in Attachments 1 and 2 to this SOW. The areas to be addressed by this SOW include:

- Priority Sites: A&B Nos. 2 and 3 as shown in Attachment 1
- Sites North of Cameron: A&B Nos. 5, 7, and 13; Henry Sloan No. 1; and Earl Huskon Nos. 1 and 3 as shown in Attachment 2.

The boundaries shown in Attachments 1 and 2 are considered by USEPA to be the approximate area where mining activities took place. The lateral and vertical mining related impacts will be determined from multiple lines of evidence and documented in the final RSE. To assess mining related impacts, the Respondent is required to characterize areas within the Sites and areas near the Sites (i.e., step-out areas) so the extent of mine related impacts is delineated and quantified.

3.0 General Requirements

3.1 Priority Media

Priority media is media that presents the greatest potential risk to human health and the environment to be addressed at the Sites. Priority media for this SOW include soils and sediments. This SOW may be modified to include water sources as priority media if evidence of impacts to water is found as part of RSE investigative activities.

3.2 Potential Contaminants of Concern

Respondent shall analyze soil and sediment samples from selected locations for the following Potential Contaminants of Concern ("PCOC"): radium-226 ("^{226}Ra"), uranium, arsenic,

molybdenum, mercury, selenium and vanadium. Radium-226 and its progeny is the primary risk driver associated with uranium ore extraction. Prior investigations showed elevated gamma radiation levels at the Site. The other PCOCs are frequently associated with mining activities. Respondent shall analyze soil and sediment samples from the Sites, background locations, waste piles, and erosional pathways for additional PCOCs frequently associated with mining activities.

3.3 Initial Investigation Level

For purposes of RSE field work, the initial investigation level is 2.2 picocuries per gram (pCi/g) of radium-226 and the scan minimum detection concentration (MDC) would be 50% of the investigation level, 1.1 pCi/g. Investigation levels for the metals uranium, arsenic, molybdenum, selenium, and vanadium will be calculated as a screening level plus background, using screening levels in the USEPA Region 9 Regional Screening Level tables, available at http://www.epa.gov/region9/superfund/prg.

3.4 Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM)

The activities conducted pursuant to the AOC and this SOW shall be conducted in a manner consistent with MARSSIM guidance.

3.5 Notice of Fieldwork and Sampling

Respondent shall provide USEPA and the Navajo Nation Environmental Protection Agency ("NNEPA") (collectively, "the Agencies") with at least two (2) working days' notice prior to conducting any on-site activities. In addition, Respondent shall notify the Agencies at least two (2) weeks prior to conducting any sampling activities, including soil, sediment, water sampling, and gamma scanning. Such notice will assist the Agencies in providing appropriate oversight and confirming that Respondent has given notice to potentially affected residents.

3.6 Split Samples

Upon request from the USEPA, Respondent shall provide 10 percent split samples to the USEPA for corroboration analysis.

3.7 Access Agreements

Respondent shall obtain access agreements from individuals with rights to use the land. Respondent shall coordinate with the Agencies and local Chapter officials to determine when an access agreement is required and who has rights to land near Sites. All access agreements must be in place for a Site(s) before any work begins. Respondent shall ensure that all those who sign access agreements are informed of the scope and general duration of field activities before they begin. Respondent shall provide copies of signed access agreements to the Agencies prior to the start of any field work described in this SOW.

3.8 Biological Assessment

Respondent shall request information on biological resources located on the Sites from the U.S. Fish & Wildlife Service ("USFWS") and the Navajo Nation Department of Fish & Wildlife ("NNDFW"). Per the recommendation of USFWS and in coordination with NNDFW, Respondent shall conduct a biological resources field survey prior to the start of intrusive field work. The field

survey shall be designed in consultation with the USFWS and in coordination with the NNDFW. The biological resources field survey shall be conducted to identify plants, animals, or habitat requiring protection from field work.

After the field survey work is complete, Respondent shall submit a Biological Assessment Report the USFWS and NNDFW for review. It is anticipated that if no plants, animals, or habitat requiring protection are found, the USFWS will make a no further action recommendation. Respondent shall submit a copy of the final report and the USFWS determination to the USEPA for final approval prior to the start of field intrusive work. Respondent shall provide the NNDFW with copies of USEPA and USFWS correspondence and decisions.

As described above, Respondent may survey areas (e.g., site boundary) before intrusive field work commences, or an on-scene survey specialist may be present during intrusive field work to confirm no biologically sensitive resources are disturbed in "real-time," if approved by USFWS, NNDFW and USEPA. Respondent shall coordinate with and obtain the approval of the USFWS, NNDFW and USEPA before implementing this "real-time" survey approach.

3.9 Cultural Resources Surveys (CRS)

The Respondent shall perform CRS at the Sites and submit a CRS Report to the Navajo Nation Historic Preservation Department ("NNHPD"). Respondent shall not perform intrusive work at the Sites prior to USEPA approval and either NNHPD's review and approval of the CRS Report or NNHPD's permission to proceed with the work with a cultural monitor on site. If no cultural resources of concern are identified by the Respondent, the USEPA or the NNHPD may recommend, in writing, that no mitigating actions are needed.

Areas (e.g., site boundary) may be surveyed before intrusive field work commences, or an on-scene survey specialist may be present during intrusive field work to confirm no culturally sensitive resources are disturbed in "real-time." Respondent shall coordinate with and obtain the approval of the NNHPD and USEPA before implementing this "real-time" survey approach.

Additional information is available at:

- National Historic Preservation Act of 1966, Section 106, 16 United States Code 470f
- Executive Order 11593, Protection of and Enhancement of the Cultural Environment
- Executive Order 13007, Indian Sacred Sites
- 36 Code of Federal Regulations Part 800

4.0 Requirements for Five Phases of the Work—1) Fencing and Signs, 2) Priority Mine RSE Fieldwork, 3) Priority Mine Interim Removal Actions, 4) North of Cameron RSE Fieldwork, and 5) Removal Site Evaluation Reports

This SOW requires five phases of work:

- Phase 1 – Fencing and Signs;
- Phase 2 – Priority Mine Sites RSE;
- Phase 3 – Response Actions to be taken contingent on the outcome of Priority Mine Investigations;
- Phase 4 – RSE work for Sites North of Cameron;

- Phase 5 – Respondent submittal and USEPA approval of a final RSE report.

Respondent has the option to perform Phase 2 and Phase 4 work either simultaneously or sequentially. The schedule outlined in this SOW assumes a sequential approach to work and thus a longer critical pathway to completing the scope of this SOW.

Work at the Priority Sites and Sites North of Cameron will progress from lateral characterization, to background and correlation studies, to vertical characterization, to the streamlined risk assessment. Results from each phase will be reported to the USEPA for review and approval.

RSE field assessment techniques and scopes to be described by the Respondent in the RSE Work Plan are presented below. Respondent shall perform work at Priority Mine Sites ahead of all other Sites. If the Respondent can perform work at both Priority Sites and Sites North of Cameron simultaneously, then Phase 4 field work will be completed on the same schedule as the Priority Sites. The schedule for all RSE activities to be performed and completed can be found in Section 5.0 of this SOW.

4.1 Phase 1—Signs and Fencing

Respondent shall install a minimum of two USEPA approved signs (see Attachment 3) at all Sites. The location of the signs will be determined in consultation with the Agencies and Navajo Chapter officials during a site visit. Respondent shall then submit a letter summarizing the proposed sign locations to USEPA for review and approval. Respondent shall prioritize installing signs at the Priority Sites ahead of the placement of signs at the other Sites. In 2014, as a time-critical removal action, USEPA placed radiation warning signs around A&B No. 3. Respondent shall place more signs at the Site if determined to be necessary by the USEPA and perform ongoing sign maintenance for the duration of RSE activities. After Phase 2 results are evaluated, fencing may be required at Priority Sites A&B Nos. 2 and No. 3 and at the six North of Cameron Sites. Respondent shall submit a summary report of fencing and sign activities at the conclusion of field work for approval by USEPA.

4.2 Phase 2—Priority Mine Sites Removal Site Evaluation Fieldwork

4.2.1 Initial Site Visit: Respondent shall submit for USEPA approval a Lateral Delineation Work Plan and an RSE Workplan that expedite the completion of work at the Priority Sites. To better facilitate USEPA approval of the work plans, the Respondent and USEPA will conduct a Site visit prior to work plan submission to visually assess site conditions and discuss the work plan scope.

4.2.2 Lateral Characterization—Transect Gamma Scan of the Sites; Delineation of Impacts; and Disturbance Identification: Respondent shall conduct a transect gamma scan of the Sites within the initial investigation boundaries. The transects shall be conducted at a width that shows the distribution of surface gamma levels within the Site and step-out areas, and provide a level of detail adequate for determining potential impacts from mining activities.

Respondent shall develop an investigation process, based on multiple lines of evidence (e.g., historical mining/reclamation documents, current field observations, gamma scanning, final investigation level for radium-226 that incorporates background as

determined per Section 4.2.3), to identify the lateral extent of mining-related impacts. Respondent shall propose lines of evidence and reasoning as to whether an area within the initial investigation boundary and/or an area outside of the initial investigation boundary is disturbed by mining-related activities. Respondent's and the USEPA's representatives may consult in the field to identify areas that may be subject to investigation.

4.2.3 Lateral Characterization—Analysis of Sediment and Soil; Correlation Studies; Background Study

Respondent shall test soil and sediment within the areas where gamma scanning is conducted (e.g., background areas, site investigation boundaries) for radium-226 and for uranium, arsenic, molybdenum, selenium, and vanadium.

Respondent shall develop a site-specific statistical correlation between gamma scan instrument results and radium-226 concentrations in soil. Respondent shall collect gamma scan data and surface soil samples to calculate a correlation between gamma scan counts and soil concentrations of radium-226.

Respondent shall conduct a background study in accordance with MARSSIM guidance. One-minute static gamma scan counts shall be co-located with the surface soil samples in the background areas. Surface soil samples shall be taken to evaluate the concentration and activity of radium-226, and the concentrations of uranium, arsenic, molybdenum, selenium, and vanadium.

4.2.4 Scanning Near the Little Colorado River ("LCR") and Nearby Tributaries at A&B No. 3

Following the lateral delineation approach outlined in Section 4.2.2, Respondent shall investigate potential erosional pathways leading from A&B No. 3 to the area below the AUM site. The area to be scanned will be dictated by the Respondent's field observations and shall fully delineate mining-related impacts that may have migrated offsite. USEPA will review the area to be assessed while in the field either during the Initial Site Visit (Section 4.2.1) or potentially during the week of November 13, 2017.

4.2.5 Vertical Characterization—Historical Data Review; Delineation of Impacts; Waste Volume Estimates

Respondent shall review available historical data (e.g., mining documents, reclamation documents) to estimate the potential nature and extent of mining-related impacts. The historic review will inform vertical characterization field investigations.

Respondent shall develop a field investigation process to further characterize the vertical extent of mining-related impacts. The field investigation shall be based on multiple lines of evidence (e.g., historical mining/reclamation documents, current field observations, various sampling techniques).

Respondent shall estimate the volume of potential contaminants of concern as delineated by lateral and vertical investigative techniques. The volume estimate, along with other

information in the RSE Report (e.g., risk evaluation), will be used to evaluate the need for interim and future response actions.

4.2.6 Streamlined Risk Evaluation

Respondent shall conduct a streamlined risk evaluation consistent with USEPA Guidance EPA540-R-93-057 to establish the contaminants of concern and to calculate risk to potential receptors under current site conditions and site-specific exposure pathways.

4.3 Phase 3—Priority Mine Sites Interim Removal Action

The data collected as part of the RSE field work will help inform whether a removal action is needed to protect human health and the environment (including livestock) from the risks posed by the mining-related impacts at the Sites. Due to the proximity of these Sites to populated areas in Cameron, AZ and land use anticipated by the Cameron Chapter, an interim removal action may be needed to protect the community from identified Site related risks due to mining-activities. The need for an interim removal action will be determined by the outcome of the Priority Mine RSE field work described in Section 4.2.

- **A&B No. 2 and No. 3 Interim Removal Action Work Plan:** Subject to USEPA review and approval, if additional action is required based on the Phase 2 results, the Respondent shall submit the *A&B No. 2 and No. 3 Interim Removal Action Work Plan*. This work plan shall discuss interim removal actions to be taken to mitigate the risk and propose a schedule for the removal action for approval by USEPA. The Interim Removal Action Work Plan may be divided into two separate Interim Removal Action Work Plans (i.e., one for A&B No.3 and one for A&B No. 2) if Phase 2 scope at A&B No. 3 is completed before A&B No. 2.
- **A&B No. 2 and No. 3 Removal Action Report:** Respondent shall submit a report describing the implementation of the interim removal actions for approval within 60 days of the of the removal actions being completed.

4.4 Phase 4—Removal Site Evaluations: North of Cameron Sites

If Respondent has not completed RSE field work at North of Cameron Sites concurrent with the Priority Sites RSE activity, then Respondent shall submit a *Phase 4 Removal Site Evaluation Field Work Plan*. All field work steps outlined in Section 4.2 shall be performed at the remaining Sites except for work that is specific to A&B No. 3.

4.5 Additional Field Plans

Respondent shall submit all plans listed below to USEPA ahead of the start of field work for approval.

4.5.1 Health and Safety Plan ("HASP")

Respondent shall develop a HASP that describes site-specific health and safety concerns. The HASP shall include information on potential hazards, including biological hazards, precautions to be taken, equipment, clothing, training of personnel, Health and Safety Officer duties, and activities to inform and protect the public. Maps showing the location

of and route to the nearest hospital, as well as a contingency plan that details procedures to be implemented in case of an emergency, shall be included in the HASP.

4.5.2 Field Sampling Plan ("FSP")

Respondent shall submit an FSP that describes measurements and samples to be taken, frequency of measurements and sampling, material to be measured or sampled, and methodology.

4.5.3 Quality Assurance Project Plan ("QAPP")

Respondent shall submit a QAPP outlining the procedures to support data collection at a high enough quality to meet RSE needs. The QAPP shall include project goals and objectives, sampling, analytical and data requirements, field sampling logistics, and standard operating procedures.

4.5.4 Data Reporting and Data Management Plan ("DMP")

Respondent shall provide raw and validated data to the USEPA in electronic form (required) and written copy (upon request). In addition, Respondent shall provide electronic (required) and written copies (upon request) of reports and validated data to the Agencies. Radiation scanning and other sampling activities shall be tracked and represented in a geographic information system ("GIS") geodatabase with remote viewing capabilities.

Respondent shall submit a DMP that describes the processes and tools to manage and report data generated as part of investigative activities. The DMP shall discuss the procedures and methods used to collect, process, store, verify, and disseminate data to the USEPA and other stakeholders. The DMP shall include the scope and application; data-relevant equipment list; data collection preparation procedures (e.g., set up a remote GIS viewer, identification of previously collected data); data collection procedures in the field; processes for storing, transferring, and backing up data; quality assurance and quality control procedures; and a data transmittal schedule. Respondent shall submit the DMP with the RSE Work Plan or work plan addenda.

4.6 Phase 4—Removal Site Evaluation Report

Respondent shall prepare and submit a complete draft and final RSE Report to the USEPA for approval. The general topics to be addressed in the RSE Report are provided in Attachment 4. The final structure and information that must be included in the Final RSE Report may be modified, as appropriate, upon the completion of field work. If all RSE work is not finished on the Priority Sites schedule, then RSE reports shall be submitted at the end of Phase 2 and Phase 4 field work.

5.0 Schedule for Work Plans, Activities, and Reports

Respondent shall perform all activities and write all documents required under this AOC for submission to USEPA for review and approval, or approval with modifications, consistent with the AOC, with the exception of the HASP, which will be reviewed but not approved. The Work to be performed pursuant to the AOC and this SOW shall be performed in compliance with the following schedule, unless otherwise agreed to by the parties or excused by a Force Majeure:

Surveys

5.1 Cultural Resource Survey

- Respondent shall make best efforts to plan and complete cultural resource surveys to accommodate the priority and non-priority schedules below.

5.2 Biological Survey

- Due 30 days after the Effective Date, Respondent shall request information on biological resources located on the Sites from the USFWS and the NNDFW.
- Per the recommendation of USFWS and in coordination with NNDFW, Respondent shall conduct a biological resources field survey, if necessary.

Priority Sites Schedule

Access agreements and cultural resource / biological survey requirements may impact and change the schedule below.

5.3 Signs and Fencing Letter

- Due 30 days after a site visit with Agencies and Navajo Chapter officials.
- Shall address scope in Section 4.1.

5.4 Lateral Delineation Work Plan, including HASP

- For AUM site A&B No. 3, EnPro has submitted a proposed work plan for USEPA review and approval.
- For AUM site A&B No. 2 the workplan is due 60 days after the Effective Date of the AOC.
- Shall address scope in Sections 4.2.2 and 4.2.4 as well as identify potential background areas.

5.5 Lateral Delineation Field Work

- For AUM site A&B No. 3, following USEPA approval of the work plan that has been submitted by Respondent, the Respondent shall conduct lateral delineation and background identification field work currently planned for the week of November 13, 2017.

- For AUM site A&B No. 2, this field work is due 45 days after USEPA approval of the Lateral Delineation Work Plan.

5.6 Lateral Delineation Report

- Due 45 days after completion of Lateral Delineation Field Work (submitted concurrently with Removal Site Evaluation Work Plan)

5.7 Removal Site Evaluation Work Plan, including HASP, FSP, QAPP and DMP

- Due 45 days after completion of Lateral Delineation Field Work (submitted concurrently with Lateral Delineation Report)
- Shall address remaining scope in Phase 2.

5.8 Removal Site Evaluation Field Work

- Shall be completed 120 days after USEPA approval of the Removal Site Evaluation Work Plan.

5.9 Removal Site Evaluation Report

- Due 60 days after the receipt of final laboratory data.

Non-Priority Sites Schedule

Access agreements and cultural resource / biological survey requirements may impact and change the schedule below, subject to USEPA approval.

5.10 Signs and Fencing Letter

- Due 30 days after a site visit with Agencies and Navajo Chapter officials.
- Shall address scope in Section 4.1.

5.11 Lateral Delineation Work Plan, including HASP

- Due 300 days after the Effective Date of the AOC.
- Shall address scope in Sections 4.2.2 and 4.2.4 as well as identify background areas.

5.12 Lateral Delineation Field Work

- Shall be completed 120 days after USEPA approval of the Lateral Delineation Work Plan.

5.13 Lateral Delineation Report

- Due 60 days after completion of Lateral Delineation Field Work (submitted concurrently with Removal Site Evaluation Work Plan)

5.14 Removal Site Evaluation Work Plan, including HASP, FSP, QAPP and DMP

- Due 60 days after completion of Lateral Delineation Field Work (submitted concurrently with Lateral Delineation Report)
- Shall address remaining scope in Phase 2.

5.15 Removal Site Evaluation Field Work

- Shall be completed 120 days after USEPA approval of the Removal Site Evaluation Work Plan.

5.16 Removal Site Evaluation Report

- Due 120 days after the receipt of final laboratory data.

6.0 Reporting

6.1 Biweekly Technical Calls

Respondent shall, as needed, participate in biweekly technical conference calls with the USEPA OSC, USEPA's consultants, and Navajo Nation representatives. On the biweekly call, Respondent shall provide updates on tasks and raise issues that may need to be resolved to expedite completion of the work. Respondent shall also take call/meeting minutes and distribute them to the USEPA and the project team, including Navajo Nation representatives.

6.2 Monthly Reporting

Respondent shall provide a Monthly Report consistent with requirements of the Settlement Agreement to the OSC/RPM via email.

6.3 Laboratory results

Respondent shall submit a copy of laboratory results to the USEPA in the RSE Report (or interim reports, if submitted).

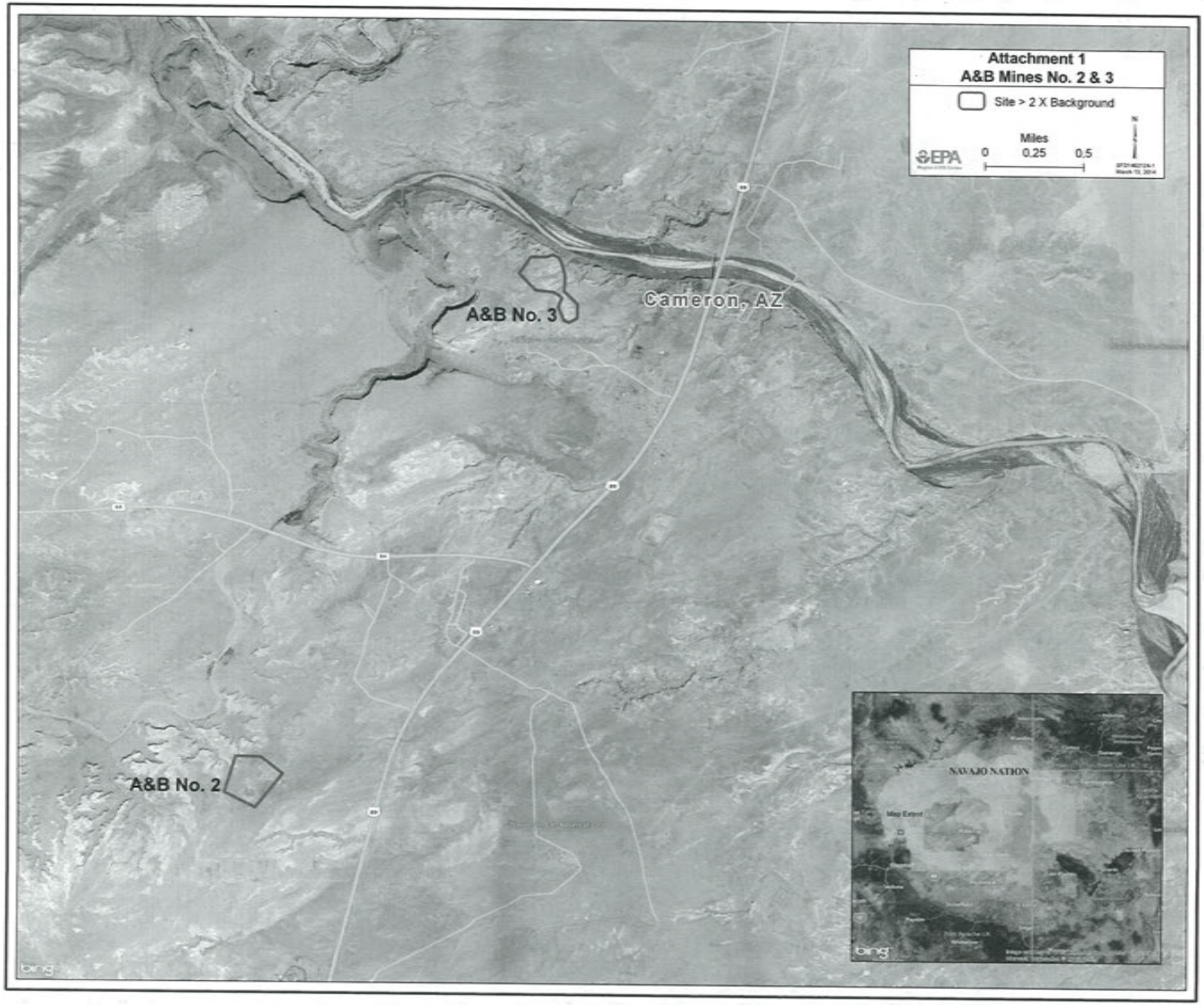
7.0 List of Attachments

Attachment 1 – EnPro Holdings Priority Sites

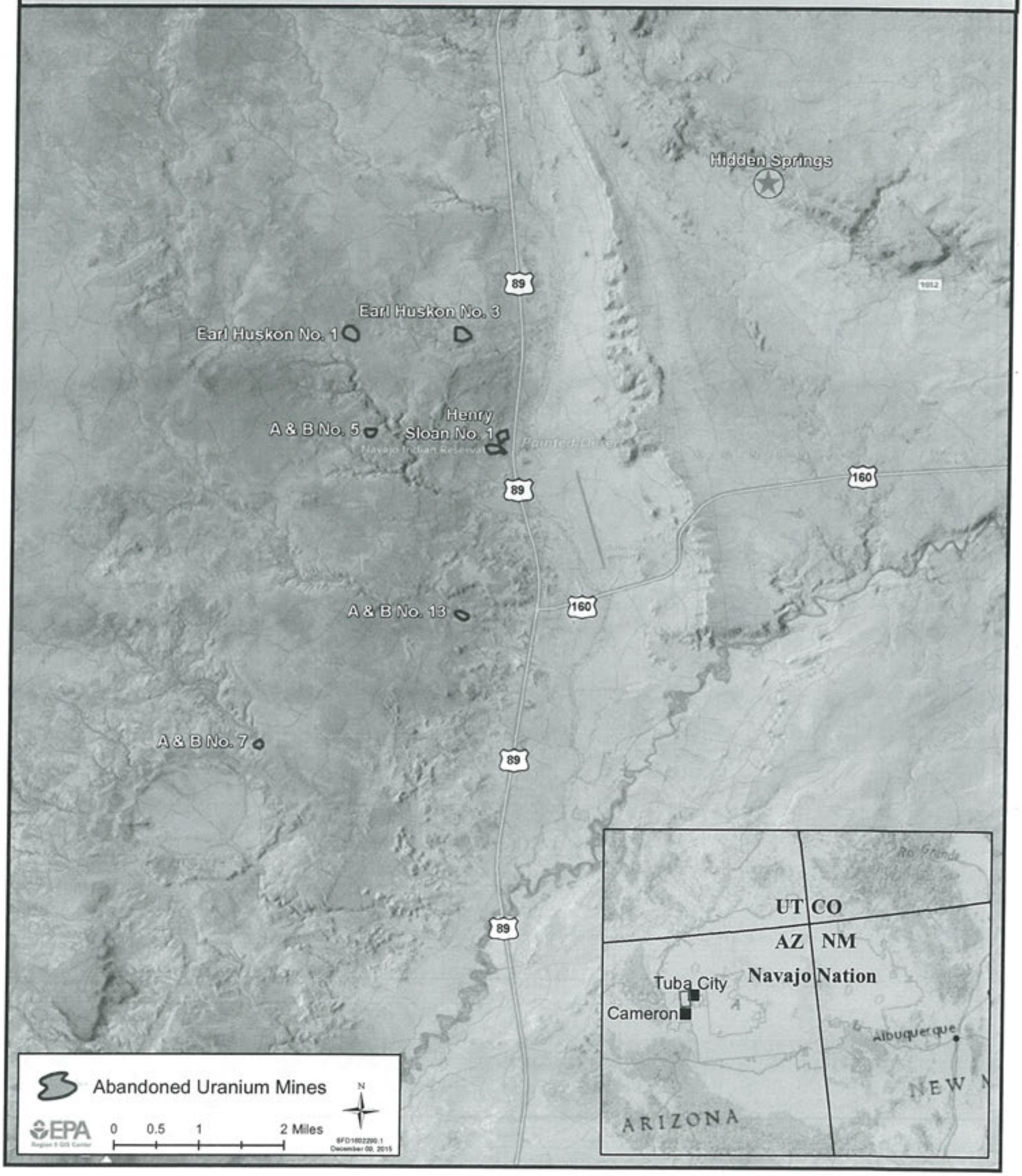
Attachment 2 – EnPro Holdings Sites North of Cameron

Attachment 3 – USEPA Warning Sign

Attachment 4 – Proposed Content for EnPro Holdings Removal Site Evaluation Report


Attachment 1
A&B Mines No. 2 & 3
Site > 2 X Background
Miles
0
0.25
0.5
EPA
A&B No. 3
Cameron, AZ
A&B No. 2
NAVAJO NATION
Map Extent

Attachment 2
Coltec Abandoned Uranium Mines
Bodaway/Gap Chapter



DANGER

ABANDONED URANIUM MINE

KEEP OUT

Ba'ha'dzid - Doo Ko'ne'na'adaa'da

NO Building Gathering Playing Corrals Digging **AT MINES**

Contact Navajo Superfund Program
for Information at 1-800-314-1846
or USEPA at 1-800-231-3075

Attachment 4

Proposed Content for EnPro Holdings Removal Site Evaluation Report

1.0 Introduction
2.0 Site Description
2.1 Location and Topography
2.2 Climate
2.3 Geology and Soils
2.4 Hydrology and Hydrogeology
2.5 Vegetation and Wildlife
2.6 Cultural Resources
2.7 Land Use and Population
3.0 Problem Statement and Objectives
3.1 Previous Environmental Investigations
3.2 Historic Studies
3.3 Navajo Abandoned Mine Lands Program
3.4 USEPA
4.0 Lateral and Vertical Delineation Approach
4.1 Introduction
4.2 Background Study
4.3 Radiological and Metals Field Surveys
4.4 Investigation Levels and Correlation
5.0 Screening Levels and Correlation Development
5.1 Development of Investigation Levels
5.2 Correlation Model Development
6.0 Findings and Discussion of Field Surveys
6.1 Background Study
6.2 Lateral and Vertical Delineation
7.0 Streamlined Risk Assessment
7.1 Receptors
7.2 Exposure Pathways
7.3 Risk Assessment Results
8.0 Regulatory Framework Conclusions (MARSSIM, ARARs, and other Considerations)
9.0 Removal Action Objectives
10.0 Summary and Conclusions
11.0 Recommendations
12.0 References