

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

October 17, 2012

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Marcie R. Horowitz, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
P.O. Box 5600
Woodbridge, New Jersey 07095

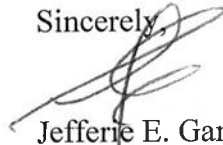
Re: In the Matter of Hamburg Mill Creek Superfund Site
U.S. EPA Docket No. CERC-03-2013-0004-CR

Dear Marcie:

Enclosed please find a Settlement Agreement signed by the Director of the Hazardous Site Cleanup Division, which was filed today with the Regional Hearing Clerk. I will advise as to when the Federal Register notice runs, and the expiration of the comment period.

If you have any questions, please contact me at (215) 814-2697.

Sincerely,



Jeffere E. Garcia
Senior Assistant Regional Counsel

Enclosure

cc: Racine Davis (3HS62)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

HAND DELIVERY

Lydia Guy
Regional Hearing Clerk (3RC00)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Re: **In the Matter of Hamburg Mill Creek Superfund Site.**
U.S. EPA Docket No. CERC-03-2013-0004CR

Dear Ms. Guy:

Enclosed please find the original and one copy of a Administrative Cost Recovery Settlement Agreement, along with a certificate of service, in connection with the above-referenced matter. **This Settlement Agreement is subject to a 30 day public comment period prior to the effective date. Once the comment period is complete, I will inform you.**

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jefferie E. Garcia".

Jefferie E. Garcia
Senior Assistant Regional Counsel

Enclosures

cc: Marcie R. Horowitz, Esq.
Racine Davis (3HS62)



**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

IN THE MATTER OF:)

SETTLEMENT AGREEMENT
FOR RECOVERY OF RESPONSE
COSTS

HAMBURG - MILL CREEK SITE)
Hamburg, Pennsylvania)

Doc. No. CERC-03-2013-0004-CR

Wells Fargo Bank, N.A.)

PROCEEDING UNDER SECTION
122(h)(1) OF CERCLA
42 U.S.C. § 9622(h)(1)

SETTLING PARTY)
_____)

RECEIVED
2012 OCT 17 PM 5:17
REGIONAL HEARING CLERK
EPA REGION III, PHILA. PA

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D and redelegated to the Director of Hazardous Site Cleanup Division of Region III by EPA Region III Delegation No. 14-14-D.

2. This Settlement Agreement is made and entered into by EPA and Wells Fargo Bank, N.A. ("Wells Fargo" or "Settling Party"). Wells Fargo consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Hamburg - Mill Creek Site ("the Site") located in the City of Hamburg, County of Berks, Pennsylvania and the Wells Fargo Parcel, a portion of which is within the Site. The Site is located west of Church Street and south of Franklin Street along the eastern banks of Mill Creek. The Wells Fargo Parcel is located at 555 State Street, Hamburg, Pennsylvania, north of State Street and south of Franklin Street. EPA alleges that the portion of the Wells Fargo Parcel located within the Site is a "facility" as defined

by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA and Wells Fargo entered into an Administrative Order by Consent for Removal Response Action, dated March 31, 2005 ("AOC1"), attached hereto as Appendix A, under which, *inter alia*, Wells Fargo undertook response actions at the Site pursuant to Sections 106(a) and 122(a) of CERCLA, 42 U.S.C. § 9606, 9622, including, but not limited to, development and implementation of an extent-of-contamination study ("EOC").

5. Following completion of the EOC, EPA and Wells Fargo entered into an Administrative Settlement and Order on Consent for Removal Response Action, dated September 18, 2006 ("AOC2"), attached hereto as Appendix B, under which, *inter alia*, Wells Fargo undertook response actions at the Site pursuant to Section 106(a) and 122(a) of CERCLA, 42 U.S.C. § 9606, 9622, including but not limited to, excavation and removal of contaminated soil, site restoration and re-vegetation, confirmatory sampling of clean up, confirmatory documentation on appropriate disposal of contaminated soil and appropriate post-removal Site controls.

6. In conducting the preliminary assessment, site investigation and overseeing the performance of Wells Fargo's response action at the Site, EPA alleges that it has incurred response costs at or in connection with the Site.

7. EPA alleges that Wells Fargo is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

8. At this time, EPA has no reason to believe that Wells Fargo has any relationship to or with any other portion of the Site, other than the portion of the Wells Fargo Parcel that is located within the Site.

9. EPA has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000, excluding interest.

10. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

11. This Settlement Agreement shall be binding upon EPA and upon Settling Party and their heirs, successors and assigns. Any change in legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this

Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

12. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement 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 working day.

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XV.

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

e. "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.

f. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

g. "Parties" shall mean the EPA and the Settling Party.

h. "Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has incurred or paid at or in connection with the Site through the effective date of this Settlement Agreement, including accrued interest on all such costs, as provided for in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

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

j. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendix. In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

k. "Settling Party" shall mean Wells Fargo Bank, N.A. and its successors and assigns, if any, including successors in title.

l. "Site" shall mean the Hamburg - Mill Creek Site located in the City of Hamburg, County of Berks, Pennsylvania. The Site is located north of State Street and south of Franklin Street.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

n. "Work" shall mean all activities Settling Party was required to perform under AOC1 and AOC2.

V. PAYMENT OF RESPONSE COSTS

13. Within 30 days of the effective date of this Settlement Agreement, Settling Party shall pay to EPA **\$30,000.00**. (Thirty Thousand Dollars), in resolution of the alleged liability referenced in Section II above.

14. Payment by Wells Fargo shall be made to EPA by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of NY
ABA 021030004 - Account 68010727
SWIFT Address FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read: "D 68010727 Environmental Protection Agency." The payment shall be accompanied by a statement identifying the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number A3H7, and the EPA docket number for this action.

15. At the time of payment, Settling Party shall also send notice that payment has been made to EPA in accordance with Section XII (Notices and Submissions) and to the EPA Cincinnati Finance Office by email at acctreceivable.cinwd@epa.gov, or by mail to:

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

Such notice shall reference the EPA Region and Site/Spill ID Number A3H7 and the EPA docket number for this action.

16. The total amount to be paid pursuant to Paragraph 13 shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

17. Interest on Late Payments. If Settling Party fails to make any payment required by Paragraph 13 by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

18. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 13 are not paid by the required date due, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 17, \$500.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within thirty (30) days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be payable as set forth in Paragraph 14.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

19. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

20. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Party from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VII. COVENANT NOT TO SUE BY EPA

21. In consideration of the work performed under AOC1 and AOC2, and the payment that will be made by Settling Party under the terms of this Settlement Agreement, and except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), for the Work and Response Costs, respectively. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Response Costs) and amounts due, if any, under Section VI (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. This covenant not to sue extends only to Settling Party and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

22. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 21. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Setting Party with respect to:

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

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

IX. COVENANT NOT TO SUE BY SETTLING PARTY

24. Settling Party covenants not to sue and agrees not to assert any claims or causes of

action against the United States, or its contractors or employees, with respect to the Work, Response Costs and this Settlement Agreement (other than to enforce the terms of this Settlement Agreement), including but not limited to:

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

b. any claims arising out of the response actions at the Site for which the Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs relating to the Site.

25. 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).

26. Settling Party agrees not to assert any claims and to waive all claims or causes of action, including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA that it may have for all matters relating to the Site, against any person where the person's liability to Settling Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

27. The waiver in Paragraph 26 shall not apply with respect to any defense, claim, or cause of action that the Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this

waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

28. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section IX, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement 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).

29. The Parties agree that the actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

30. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that the Settling Party 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), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Response Costs. The Parties further 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 Settling Party has, as of the Effective Date, resolved liability to the United States for the Work and Response Costs.

31. Each Settling Party shall with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

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

33. Effective upon signature of this Settlement Agreement by a Settling Party, such Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Settling Party the payment(s) required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 30, and that, in any action brought by the United States related to the "matters addressed," such Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Parties that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

XI. RETENTION OF RECORDS

34. Until 10 years after the effective date of this Settlement Agreement, Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

35. After the conclusion of the 10-year document retention period in the preceding paragraph, Settling Party shall notify EPA at least 90 days prior to the destruction of any such records and, upon request by EPA, Settling Party shall deliver any such records to EPA. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor. However, no records created or generated as a requirement of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

36. Settling Party 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, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States.

XII. NOTICE AND SUBMISSIONS

37. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, sent certified mail, return receipt requested, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Party.

As to EPA:

Jefferie E. Garcia (3RC42)
Senior Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103

and

Racine Davis (3HS62)
Cost Specialist
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103

As to Settling Party:

Wells Fargo Corporate Properties Group
MAC D1116-L10
1525 West W.T. Harris Boulevard
Charlotte, North Carolina 28262

and

Marcie R. Horowitz, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
P.O. Box 5600
Woodbridge, New Jersey 07095

XIII. INTEGRATION/APPENDICES

38. This Settlement Agreement and appendices constitutes the final, complete and exclusive Settlement 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 appendixes are attached to and incorporated into this Settlement Agreement: Appendix A is AOC1 and Appendix B is AOC2.

XIV. PUBLIC COMMENT

39. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

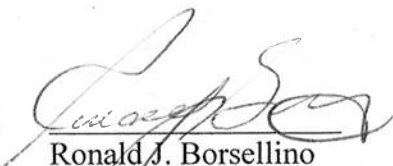
XV. EFFECTIVE DATE

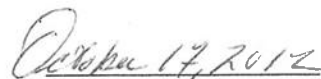
40. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 39 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:


Ronald J. Borsellino
Director, Hazardous Site Cleanup Division


Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of CERC-03-2013-0004-CR, relating to the Hamburg - Mill Creek Site located in Hamburg Pennsylvania:

FOR SETTLING PARTY:

Wells Fargo Bank, N.A.

By: Steven A. Colton

Date: 10-15-2012

Steven A. Colton
Vice President, Environmental Risk & Compliance

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**


IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	FOR RECOVERY OF RESPONSE
)	COSTS
HAMBURG - MILL CREEK SITE)	
Hamburg, Pennsylvania)	
)	Doc. No. CERC-03-2013-0004-CR
)	
Wells Fargo Bank, N.A.)	
)	PROCEEDING UNDER SECTION
)	122(h)(1) OF CERCLA
)	42 U.S.C. § 9622(h)(1)
SETTLING PARTY)	
_____)	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the date provided below, I hand-delivered and filed the original of the United States Environmental Protection Agency's Administrative Cost Recovery Settlement Agreement, with the Regional Hearing Clerk, EPA Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029, and that true and correct copies of the Settlement Agreement, along with its enclosures and/or attachments, were sent via email and overnight mail, to:

Marcie R. Horowitz, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
P.O. Box 5600
Woodbridge, New Jersey 07095

2/17/12
Date



Jefferie E. Garcia (3RC42)
Senior Assistant Regional Counsel
(215) 814-2697