IWM CONSULTING GROUP
7428 Rockville Road | Indianapolis, IN 46214 | 317.347.1111 office | 317.347.9326 fax

May 16, 2019

Ms. Carolyn Bury
Project Manager
Corrective Action Section 2
Remediation and Re-use Branch
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Re: **Off-site Interim Measure Conceptual Design Addendum**
Franklin Power Products, Inc./Amphenol Corporation
Administrative Order on Consent, Docket # R8H-5-99-002
EPA ID # IND 044 587 848
980 Hurricane Road
Franklin, Indiana 46131

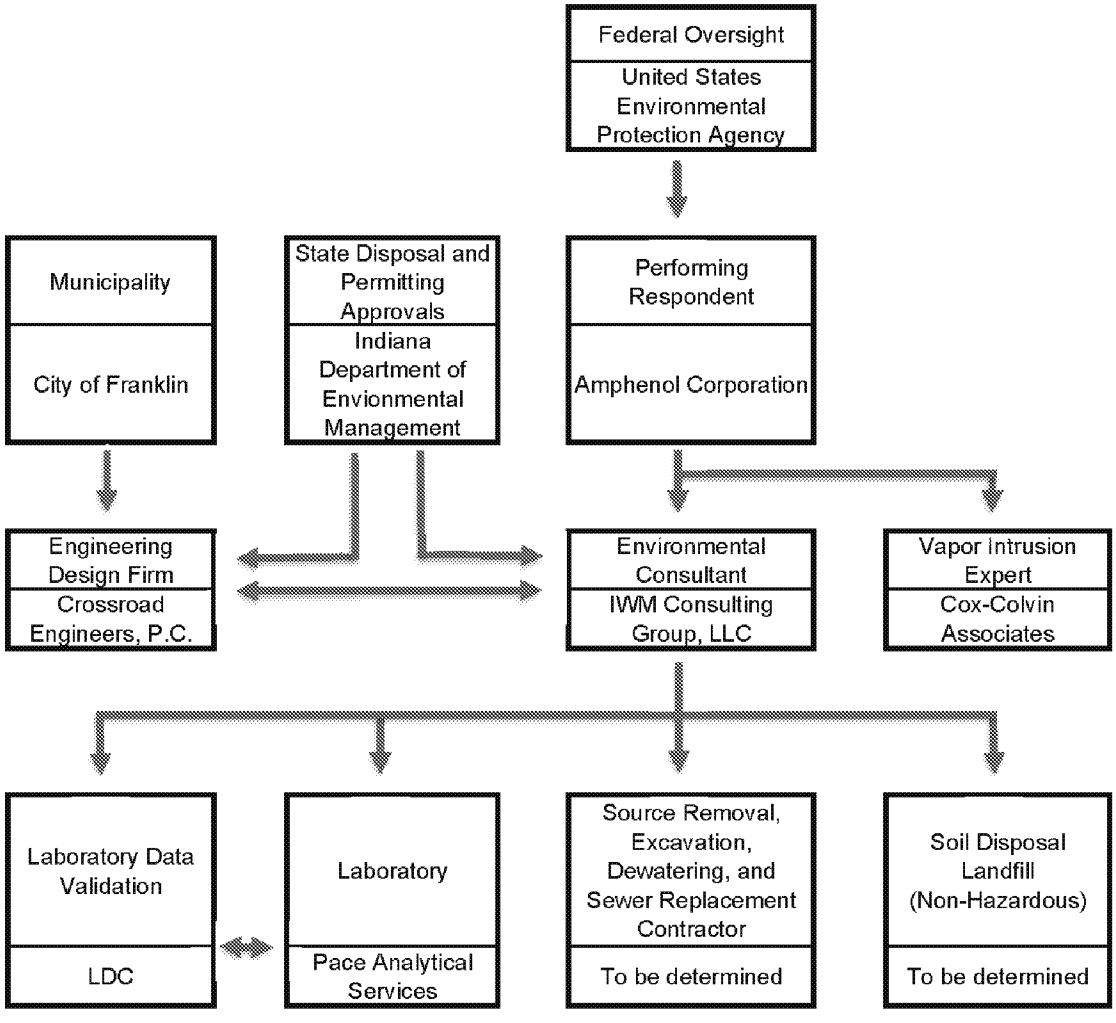
Dear Ms. Bury:

In accordance with the United States Environmental Protection Agency (USEPA) letter dated May 14, 2019, Industrial Waste Management Consulting Group, LLC (IWM Consulting), on behalf of the "Performing Respondent", Amphenol Corporation (Amphenol), is submitting this *Off-site Interim Measure Conceptual Design Addendum* (Addendum). The Addendum will better describe the roles of key companies described in Section 5.6.1 of the *Off-Site Interim Measure Conceptual Design* (Conceptual Design) dated May 7, 2019.

Amphenol will be responsible for payment of all costs associated with implementation of the Off-Site Interim Measure either directly to a contractor, via reimbursement to the City of Franklin, or through IWM Consulting. The USEPA can be assured that Amphenol, under the direction of the USEPA, will be completing all environmental aspects of the Off-Site Interim Measure. Amphenol and the City of Franklin have reached an agreement to permit Amphenol to complete Off-Site Interim Measure implementation activities within the city's right-of-way. The agreement between Amphenol and the City of Franklin has been included as **Attachment A**.

The flow chart shown on the following page will provide an overview of how key companies/entities will interact and provide oversight during implementation of the Off-Site Interim Measure.

Key Company/Entity Interaction Flow Chart for Implementation of Off-Site Interim Measure



Responsibilities of each key company or entity are as follows:

USEPA – The USEPA will provide direction for the project, reviewing and approving work plans, coordinating with the public and other entities, and directing the performing respondent and its contractors.

Amphenol – As performing respondent, Amphenol is ultimately responsible for complying with the Administrative Order on Consent dated November 24, 1998 and will coordinate with the USEPA, the City of Franklin, and IWM Consulting Group to complete all work activities associated with the implementation of the Off-Site Interim Measure.

IWM Consulting Group, LLC – As the environmental consultant to Amphenol, IWM Consulting will be responsible for oversight of the excavation and sewer replacement contractor, as well as contracting the laboratory for confirmatory sample analysis, third party data validation, and the landfill for

disposal of excavated non-hazardous soil. IWM Consulting will provide oversight of all aspects of the soil removal, dewatering, air quality, confirmatory sampling, surface restoration, and overall implementation of the Off-Site Interim Measure. IWM Consulting will prepare a Remediation Derived Waste Contained-In Determination Request for submittal to the Indiana Department of Environmental Management (IDEM) for approval to dispose of impacted soils at a permitted, non-hazardous, solid waste landfill. Additionally, IWM Consulting will prepare and request a Discharge Permit for treated groundwater recovered during excavation activities to the City of Franklin. IWM Consulting will provide pertinent sections of the bid specifications relating to environmental issues and will evaluate and select a qualified contractor to implement the Off-Site Interim Measure.

Cox-Colvin Associates – As a vapor intrusion expert for Amphenol, Cox-Colvin will provide analysis of air samples collected from priority residences and assist with the evaluation of the potential exposure pathways associated with the site.

City of Franklin – The City of Franklin will provide access to their right-of-way to complete the removal and replacement of the sanitary sewer main, as well as excavation of impacted soil from beneath the sanitary sewer main, along portions of North Forsythe Street and Hamilton Avenue. The City of Franklin has a professional services contract with Crossroad Engineers to complete design specifications of the sanitary sewer line as well as to complete inspections during the replacement process. The City of Franklin will also provide a discharge permit for the discharge of treated groundwater which will be recovered during excavation and sewer replacement activities. The City of Franklin will take ownership of the new road surfaces and the replaced sanitary sewer main following completion of the Off-Site Interim Measure.

Crossroad Engineers, P.C. – Crossroad Engineers is the professional services company hired by the City of Franklin to design the replacement sanitary sewer for the Off-Site Interim Measure, provide specifications for bidding purposes, design the traffic control plan, prepare a community relations plan, obtain the Rule 5 Stormwater Protection Plan Notice of Intent, and obtain the IDEM Sanitary Sewer Replacement Permit (as required). Crossroad Engineers will also provide inspections during the replacement of the sanitary sewer and surface restoration to verify design specifications are being met.

IDEM – IDEM will be responsible for reviewing and approving permit application submitted by Crossroad Engineers for the replacement of the sanitary sewer main (as required) along portions of North Forsythe Street and Hamilton Avenue and the notice of intent for the Rule 5 Stormwater Protection Plan Permit. Additionally, IDEM will be responsible for reviewing a Remediation Derived Waste Contained-In Determination Request prepared by IWM Consulting Group to designate soils removed from the excavation as non-hazardous so the soils may be disposed of at a permitted solid waste landfill as non-hazardous.

Please do not hesitate to contact the undersigned with questions or if you need additional information regarding this submittal.

Sincerely,

IWM CONSULTING GROUP, LLC

Christopher D. Parks, LPG #2169
Senior Project Manager

Bradley E. Gentry, LPG #2165
Vice President/Brownfield Coordinator

cc: Mr. Joseph Bianchi, Amphenol (electronic only)
Carolyn Bury, U.S. EPA Region 5, RRB CAS2 (electronic only)
Bhooma Sundar, U.S. EPA Region 5, RRB CAS2 (electronic only)
Conor Neal, U.S. EPA Region 5, RRB CAS2 (electronic only)

ATTACHMENT A

Agreement between Amphenol and City of Franklin

RIGHT OF WAY ACCESS, REPAIR AND PAYMENT AGREEMENT

This Right of Way Access, Repair and Payment Agreement ("Agreement") dated the 6th day of May, 2019 is made by and between the City of Franklin, Indiana, acting through its Board of Public Works and Safety ("City") and Amphenol Corporation ("Amphenol") a Delaware Corporation acting through its duly authorized representative.

RECITALS:

WHEREAS, the City by and through its Board of Public Works monitors all work conducted in its streets and right of ways including but not limited to work that occurs upon its sanitary sewer utility; and

WHEREAS, the City requires a process, including a permitting process, by which the City can monitor work in its streets and right of ways to provide for the method and manner of construction, repair, replacement of utilities, streets, and drive ways and provide for the method and manner of allocating the costs of said repairs; and

WHEREAS, Amphenol is the former owner of certain real estate located at the intersection of Hamilton Avenue and North Forsythe Street (the "Site") within the City of Franklin (such real estate and the immediately surrounding area impacted by regulated constituents emanating from the Site being referred to herein as the "Designated Area"); and

WHEREAS, although Amphenol never operated a facility at the Site, and any contamination at the Site or within the Designated Area occurred prior to Amphenol's ownership of the Site, Amphenol signed a consent order with the United States Environmental Protection Agency ("EPA") regarding cleanup of certain environmental contamination within the Designated Area; and

WHEREAS, the planned cleanup of the contamination in the Designated Area is under the sole jurisdiction and supervision of the EPA under the Resource Conservation and Recovery Act; and

WHEREAS, the planned cleanup of the contamination in the Designated Area is to be overseen by a third party engineering firm chosen and managed by Amphenol (the "Amphenol Consultant"), in accordance with the requirements of an EPA approved work plan (the "EPA Approved Work Plan"), which plan shall be provided to the City by Amphenol promptly after its completion and which shall be attached

as Exhibit A to this Agreement (all work being described in or contemplated by such EPA Approved Work Plan is referred to herein as the "Remediation Work"); and

WHEREAS, the "Remediation Work" requires access to City streets, right of way and sewer improvements and the City is willing to grant said access; and

WHEREAS, management of the non-remediation aspects of the planned work in the Designated Area shall be overseen by CrossRoad Engineers, PC, a third party engineering firm chosen and managed by the City (the "City Consultant"), which firm shall work with Amphenol and the Amphenol Consultant to produce a mutually satisfactory work plan (the "Overall Work Plan") relating to, among other things, the (1) removal of certain streets, pavement and other appurtenances in the Designated Area, (2) replacement of certain sewer lines, and (3) following completion of the Remediation Work, monitoring, inspecting and otherwise determining that the City's infrastructure has been properly restored in accordance with all City requirements, state and federal regulation and is restored to acceptable standards as the City and governing agencies reasonably determine (all such work being referred to herein as the "Overall Project"), which Overall Work Plan shall be attached as Exhibit B to this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City agrees to provide Amphenol, the Amphenol Consultant and their third party contractors and subcontractors (such third party contractors and subcontractors, the "Remediation Firms") with reasonable access to the City's streets, rights of way, easements and other public ways to permit Amphenol, the Amphenol Consultant and the Remediation Firms to complete the Remediation Work and the Overall Project (including work contemplated by the EPA Approved Work Plan).

2. Amphenol will engage the Amphenol Consultant and will be fully responsible for all costs associated with the Amphenol Consultant. All Remediation Firms will be selected by Amphenol and the Amphenol Consultant and will be reasonably acceptable to the City. All Remediation Firms will be formally engaged by Amphenol and Amphenol will pay for all services performed by the Remediation Firms. The City, Amphenol, the City Consultant and the Amphenol Consultant will collaborate on all work

contemplated by the Overall Work Plan (other than the Remediation Work, which will be controlled exclusively by Amphenol).

3. The City will engage the City Consultant and, subject to Paragraph 4 below, the City will pay for all services performed by the City Consultant consistent with the rates set forth in the Professional Services Contract attached as Exhibit C.

4. Amphenol agrees to reimburse the City for all direct out-of-pocket costs and expenses incurred by the City in connection with its engagement of the City Consultant (less $23,305.55 (the "City Contribution"), which amount was previously identified by the City in connection with a smaller non-invasive sewer lining improvement project in the Designated Area which has now been subsumed into the larger project contemplated hereby). Amphenol will reimburse said costs and expenses within 30 days of receipt of written notice from the City (such notice to include copies of detailed invoices from the City Consultant, together with confirmation from the City that it has paid such invoices). The City Contribution will be applied to the first invoice sent to Amphenol and each successive invoice until the City Contribution is fully exhausted. "Direct out of pocket costs and expenses" do not include salaries, overtime, benefits, claims or any other compensation related to the City's employees and shall only include work by the City Consultant with no administrative or overhead mark ups by the City.

5. Unless otherwise specifically modified in this Agreement, in connection with the Overall Project, Amphenol agrees that it shall comply in all material respects with City rules, regulations, ordinances and requirements related to construction, repair, replacement of utilities and pavement within streets or street right of ways.

6. Amphenol, at its sole cost and expense shall comply in all material respects with all environmental laws, approvals, permits and requirements of the EPA. The parties will meet and confer regarding any notice from the City's insurer regarding the alteration of the improvements located within the right of way.

7. The Remediation Work performed by Amphenol shall be at the risk of Amphenol exclusively, except to the extent caused or substantially attributable to the negligent act or omission of the City or the City's Consultant. To the fullest extent permitted by law, and subject to the remaining terms of

this Agreement, Amphenol shall indemnify, defend (at its sole expense) and hold harmless the City and its employees, agents, consultants and assigns, from and against any and all such claims for damages, injury, death or damage to property, demands, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expense which arise directly from the Remediation Work. These indemnity and defense obligations shall apply only to any negligent acts or omissions, gross negligent or willful misconduct of Amphenol related directly to the Remediation Work. The indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated.

8. At the conclusion of the Overall Project, the City Consultant shall inspect and otherwise reasonably determine that the City's infrastructure has been properly restored in accordance with all City requirements and is restored to acceptable City standards as reasonably determined by the City Consultant. The City Consultant shall certify the completion of this work and upon certification, the City shall accept said work. The City agrees that upon completion and acceptance, Amphenol, the Amphenol Consultant and the Remediation Firms shall have no further responsibility, liability or obligation for the Overall Project (excluding Remediation Work) and the City shall hold harmless, Amphenol, the Amphenol Consultant and the Remediation Firms and their respective employees, agents, consultants and assigns, from and against any and all claims for damages, injury, death or damage to property, demands, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expense (including any and all legal costs and expenses incurred by such parties) which arise directly from the Overall Project (excluding the Remediation Work). This hold harmless obligation shall extend to claims occurring after this Agreement is terminated and the work referenced herein has been completed.

9. The parties to this Agreement are acting in their separate capacities and will not act as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party is authorized to act on behalf of the other.

10. All written notices required under this Agreement shall be sent to the parties at the following address by certified mail, return receipt:

A. City of Franklin
Attn: Mayor
70 East Monroe Street
Franklin, Indiana 46131

B. Amphenol Corporation
Attn: General Counsel
358 Hall Avenue
Wallingford, CT 06492

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of law. Any action pursuant to this Agreement shall be brought and tried in the United States District Court for the Southern District of Indiana and each party hereby consents to the personal subject matter adjudication of any such Court and waives objection to such jurisdiction or venue.

10. It is agreed and acknowledged that no action or failure to act by either party as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded to either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as maybe specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

11. Nothing in this Agreement shall be construed to impose a burden upon the City to approve, authorize, accept or direct the Remediation Work and the requirements of Amphenol to comply with all environmental laws, codes and restrictions. Amphenol acknowledges and agrees that it will comply with the approved plans of the governmental agencies with jurisdiction over the Site as required by law and is not relying upon the City or the City Consultant with regard to the Remediation Work. The parties agree that should Amphenol, in performing the Remediation Work, require access to private property outside of the public right of way, it shall be the sole and exclusive responsibility of Amphenol to secure access easements or right of entry to said private property. Amphenol shall pay for and be fully responsible for

any and all costs associated with the access. The City, if requested by Amphenol, shall assist with coordination between Amphenol and the property owner(s) but the City has no obligation nor authority to compel the owner(s) to provide access.

12. This Agreement may be executed in parts and become binding and complete upon execution by the remaining party.

13. The undersigned does here by affirm by the signature below that he/she is duly authorized to enter into this Agreement and has taken all actions necessary to obtain authority to bind the respective parties identified herein.

IN WITNESS WHEREOF, the City has, through duly authorized representatives, entered into this Agreement. Amphenol, through its duly authorized representative, has entered into this Agreement. The parties have read and understand the forgoing terms of this Agreement and by the respective signatures dated below, hereby agree to the terms thereof.

By: _____

Amphenol Corporation
by its Duly Authorized Representative

LANCE E. D'AMICO
Printed Name

SVP + General Counsel
Title

STATE OF Connecticut)
) SS:
COUNTY OF New Haven)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lance E. D'Amico by its authorized representative, Sr. VP and General Counsel, and being first duly sworn upon its oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 25 DAY OF April, 2019.

_____
Notary Public
Printed: Sandra A. Nye
Resident of New Haven County

My Commission Expires/Commission Number:
April 30, 2022 / 131560

City of Franklin, Indiana Board of Public Works & Safety by its Duly Authorized Representative,

_____
Stephen Barnett, Mayor

_____
Melissa Jones, Member

_____
Bob Swinehamer, Member

Attest:

_____
Jayne Rhoades, Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen Barnett, Melissa Jones, Bob Swinehamer and being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2019.

_____
Notary Public
Printed:_____
Resident of _____ County

My Commission Expires/Commission Number:

_____

Prepared by: Lynnette Gray
Attorney No.: 11567-41