IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

UNITED STATES OF AMERICA,

and

STATE OF WEST VIRGINIA, by and through the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION,

CIVIL ACTION: 2:26-cv-00418

Plaintiffs,

v.

THE CHEMOURS COMPANY and
THE CHEMOURS COMPANY FC, LLC,

Defendants.

NOTICE OF LODGING OF CONSENT DECREE
and
REQUEST THAT THE COURT TAKE NO ACTION UNTIL A MOTION FOR ENTRY IS FILED

The United States of America respectfully lodges with the Court a proposed Consent Decree, attached.

The proposed Consent Decree is contingent upon a public comment period, so the United States requests that the Court not sign the Consent Decree unless and until the United States files a Motion for Entry. Pursuant to Paragraph 89 of the proposed Consent Decree, and in accordance with the procedures of 28 C.F.R. § 50.7, the public will have 30 days in which to submit comments to the United States Department of Justice on the proposed Consent Decree. The 30-day period will begin on the date notice of the lodging of the proposed Consent Decree is published in the Federal Register. If, after reviewing the public comments, the Department of Justice concludes that the proposed Consent Decree should be entered, the United States will

inform the Court of any public comments received and any responses thereto and will move for entry of the Consent Decree as a final order of the Court.

Plaintiff therefore respectfully requests that this Court receive the proposed Consent Decree for lodging only and abstain from acting upon the Consent Decree until the period for public comment has expired and the Plaintiff has moved for entry of the proposed Consent Decree.

Respectfully submitted,

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Plaintiffs, the United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), and West Virginia Department of Environmental Protection ("WVDEP") (collectively, "Plaintiffs"), have filed a complaint in this action concurrently with the lodging of this Consent Decree, alleging that Defendants, The Chemours Company and The Chemours Company FC, LLC (collectively, "Defendants" or "Chemours"), violated Section 301 of the Clean Water Act ("CWA"), 33 U.S.C. § 1311; Sections 5 and 15 of the Toxic Substances Control Act ("TSCA"), §§ 2604 and 2614; and Section 3008 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6928. The Complaint further alleges violations of Section 8 of the West Virginia Pollution Control Act ("WPCA"), W. Va. Code § 22-11-8.

The Complaint alleges, inter alia, that Defendants own and operate three manufacturing facilities that have released per- and polyfluouroalkyl substances ("PFAS") into the environment in violation of applicable federal and West Virginia law, which are Washington Works near Parkersburg, West Virginia; Fayetteville Works near Fayetteville, North Carolina; and Chambers Works in Deepwater, New Jersey. Plaintiffs allege that studies have found that some PFAS are highly persistent and bioaccumulative in the environment with little or no degradation occurring in air, water, or soil. EPA has found, as stated in EPA's Final Rule, Toxic Substances Control Act Reporting and Recordkeeping Requirements for Perfluoroalkyl and Polyfluoroalkyl Substances, 88 Fed. Reg. 70516, 70517 (October 11, 2023), that: "There is evidence that exposure to some PFAS in the environment may be linked to harmful health effects in humans and animals, and that continued exposure above specific levels to certain PFAS may lead to adverse health effects." Defendants dispute this finding.

Plaintiffs further allege that releases from the Facilities have affected surface waters, and the drinking water of tens of thousands of people in the areas near the Facilities. The Complaint

seeks injunctive relief to control Defendants' PFAS releases from the Facilities and civil penalties.

The Parties have engaged in good faith discussions concerning the violations alleged in the Complaint. Chemours has already begun planning or implementing certain operational changes at its Facilities and remedial measures, obviating the need for certain injunctive relief.

By agreeing to entry of this Consent Decree, Chemours makes no admission of law or fact with respect to the allegations in the Complaint, and continues to deny any non-compliance or violation of any law or regulation identified therein or in this Consent Decree. For the purpose of avoiding litigation among the Parties, however, Chemours agrees to the requirements of this Consent Decree;

The Parties agree that the United States' filing of the Complaint and entry into this Consent Decree, and Defendants' satisfactorily complying or having fully complied with this Consent Decree, constitute diligent prosecution by the United States and WVDEP, under the CWA, 33 U.S.C. § 1365, and TSCA**,** 15 U.S.C. § 2619, of all matters alleged in the Complaint and addressed by this Consent Decree through the Date of Lodging of this Consent Decree. Whether Defendants are satisfactorily complying with this Consent Decree shall be determined by EPA subject to the Dispute Resolution Provisions of Section IX;

The United States asserts and has taken the position in prior cases that civil penalties for violations of the CWA cannot be contractually indemnified. *See In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010,* 148 F.Supp.3d 563 (E.D. La. 2015), and the United States has also required in a CWA consent decree that the defendant must pay its civil penalty without seeking indemnification from any other entity. *See id*., Partial Consent Decree dated February 19, 2013. The United States also asserts and takes the position

that civil penalties under TSCA cannot be contractually indemnified.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided above, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b); Section 17(a) of TSCA, 15 U.S.C. §2616(a); and Section 3008(a) of RCRA, 42 U.S.C. §6928(a). The Court has supplemental jurisdiction over the WVDEP claims pursuant to 28 U.S.C. § 1367. The Court has jurisdiction over the Parties. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b) and 1395(a), as well as Section 309(b) of the CWA, 33 U.S.C. § 1319(b); Section 17(a) of TSCA, 15 U.S.C. § 2616(a); and Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), because it is a judicial district in which Defendants are found, have been and/or are currently doing business. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to the Court's jurisdiction over this Decree and any such action and over Defendants and consent to venue in this judicial district.

2. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to the CWA, TSCA, RCRA, and WPCA.

II. APPLICABILITY

3. This Consent Decree is binding upon the United States and the WVDEP, and upon Defendants and its successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of all or a portion of a Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendants of its obligation to ensure that the terms of this Consent Decree are implemented, unless: (1) the transferee agrees in writing to undertake the relevant obligations required by this Consent Decree and to be substituted for Chemours as a Party to the Consent Decree and thus be bound by the terms thereof; and (2) the United States, after consultation with WVDEP only with respect to Washington Works obligations, consents in writing to relieve Defendants of their respective obligations under this Consent Decree pursuant to Section XVI of this Consent Decree (Modification). At least 30 Days prior to a proposed transfer of Chemours' obligations under this Consent Decree, or such other period agreed to by the Parties in writing: (i) Chemours shall provide a copy of this Consent Decree to the proposed transferee, if not previously provided; and (ii) shall provide written notice of the prospective transfer, together with a copy of the proposed written agreement transferring obligations to the transferee, to EPA, WVDEP, and the United States Department of Justice, in accordance with Section XIII (Notices). Any attempt to transfer ownership or operation of any Facility without complying with this Paragraph constitutes a violation of this Decree.

5. Defendants shall provide notice of this Consent Decree to each person representing Defendants whose duties might reasonably include compliance with any provision of this Decree. Defendants shall provide notice of this Consent Decree to each contractor performing any work required by this Consent Decree.

6. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, subcontractors or any person representing Defendants to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in CWA, TSCA, RCRA, Safe Drinking Water Act ("SDWA"), or the WPCA or in the regulations promulgated pursuant to the CWA, TSCA, RCRA, SDWA, or the WPCA have the meanings assigned to them in the Acts or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

"Calendar Year" means a one-year period that begins on January 1 and ends on December 31;

"Complaint" means the complaint filed by the United States and the WVDEP in this action;

"Consent Decree" or "Decree" means this Decree and all Appendices attached hereto;

"Day" means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or West Virginia holiday, the period runs until the close of business of the next business day;

"Defendants" means The Chemours Company and The Chemours Company FC, LLC;

"Deliverable" means a plan, report, or other item that Chemours submits to EPA or WVDEP pursuant to this Decree;

"DOJ" means the United States Department of Justice and any of its successor departments or agencies;

"EPA" means the United States Environmental Protection Agency and any of its successor departments or agencies;

"Effective Date" means the definition provided in Section XIV;

"Facilities" means: 1) The Chemours Washington Works Facility in Washington, near Parkersburg, West Virginia located at 8480 DuPont Road, Washington, West Virginia, on the southeastern bank of the Ohio River; 2) the Chemours Fayetteville Works Facility near Fayetteville, North Carolina located at 22828 NC Highway 87 W Fayetteville, Bladen County North Carolina; and 3) the Chemours Chambers Works Facility in Deepwater, New Jersey, located at 67 Canal Road and Route 130, Salem County New Jersey.

"Financial Information" means the documentation identified in Appendix A, which was submitted to the United States by Defendants;

"Section" means a portion of this Decree identified by a Roman numeral;

"United States" means the United States of America, acting on behalf of EPA;

"WVDEP" means the West Virginia Department of Environmental Protection.

IV. CIVIL PENALTY

8. Defendants shall pay $22,500,000 as a civil penalty, plus interest as described in this Paragraph. This payment shall be made in 3 consecutive annual payments of $7,500,000 with the first payment due 30 Days after the Effective Date, and subsequent payments due annually thereafter. Defendants shall include with the first installment payment an additional amount for interest accrued at the current bank prime rate per year on the total penalty amount from the date the United State files a motion to enter the consent decree through the date of

payment. Defendants shall include with each subsequent payment an additional amount for interest accrued at the rate of 6.75% per year on the unpaid balance from the date of the previous payment through the date of the payment. After the Effective Date, the Financial Litigation Unit ("FLU") of the U.S. Attorney's Office for the Southern District of West Virginia will provide to Defendants a calculation of the interest due for each payment.

a. Defendants may make any payment prior to its due date but must contact the FLU in advance for a determination regarding the amount of interest to be included with the payment. If any installment payment includes an overpayment, the amount of the overpayment will be applied to the remaining principal.

b. If Defendants fail to make any payment required under this Paragraph by the due date, Plaintiffs may send Defendants a written notice of late payment. If Defendants fail to make the payment and to pay all interest and stipulated penalties owed within 60 Days of receipt of the notice, all remaining payments and all accrued interest will be due immediately. Interest will continue to accrue on any unpaid amounts until Defendants pay the total amount due. Interest required under this Paragraph is in addition to any stipulated penalties owed under Section VII.

c. Bankruptcy. If either Defendant becomes the subject of a proceeding under the Bankruptcy Code, 11 U.S.C. §§ 101–1532, all remaining payments and all accrued interest will be due immediately, subject to applicable bankruptcy law.

9. Factors Considered in Determining Civil Penalty

a. The factors considered in calculating the civil penalty include: Defendants' good faith cooperation with EPA, WVDEP, and other federal and state regulatory agencies; significant remedial measures Defendants have already undertaken prior to the entry of

this Consent Decree; and the Financial Information submitted by Defendants. Taking into consideration that Financial Information and the size of the company, the United States determined that Defendants have a limited ability to pay the total civil penalty the United States could seek for the violations alleged in this case.

b. Defendants certify that, to the best of their knowledge and belief, after thorough inquiry, they have submitted to EPA and DOJ Financial Information that fairly, accurately, and materially sets forth its financial circumstances at the time provided. The United States reviewed the financial documents listed on Appendix A and publicly available information to determine the penalty amount that Defendants could pay. This certification shall not apply to any Financial Information that included projections or estimates of Defendants' future financial conditions.

10. Defendants shall pay 50% of the penalty amount, together with 50% of accrued interest, if any, to the United States by FedWire Electronic Funds Transfer ("EFT"), in accordance with instructions provided to Defendants by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Southern District of West Virginia after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number, which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to the individuals stated in the Section XIII (Notices). Defendants may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XIII (Notices).

11. At the time of payment, Defendants shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov; and (ii) to DOJ via email or

regular mail in accordance with Section XIII and (iii) to EPA in accordance with Section XIII. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States of America and State of West Virginia, by and through the West Virginia Department of Environmental Protection v. The Chemours Company and The Chemours Company FC, LLC* and shall reference the civil action number, CDCS Number and DOJ case number 90-5-1-1-12112.

12. Defendants shall pay 50% of the penalty amount, together with 50% of accrued interest, if any, to West Virginia. Eleven Million Dollars ($11,000,000) of the civil penalty paid to WVDEP according to the terms of this consent decree, together with any accrued interest paid to WVDEP, will be deposited into the Water Quality Management Fund. Two hundred fifty thousand dollars ($250,000) of the civil penalty paid to WVDEP according to the terms of this consent decree, together with any accrued interest paid to WVDEP, will be deposited into the Hazardous Waste Management Fund. Defendants shall make payments electronically or by mail, as follows: (a) EFTs shall be made by telephone by contacting the WVDEP Business Operations Office at (304) 926-0499; or (b) payments made by certified or cashier's check shall be payable to the "West Virginia Department of Environmental Protection" and shall be mailed to:

Chief Inspector, Environmental Enforcement
West Virginia Department of Environmental Protection
601 57th Street SE
Charleston, West Virginia 25304

13. No Deductibility or Basis for Indemnity. The Defendants agree that neither they nor any affiliated entity shall capitalize into inventory or basis nor shall they take as a tax deduction, in the United States or elsewhere, any portion of the monies paid under this Section (Civil Penalty) or Section VII (Stipulated Penalties) of this Consent Decree. Nor shall the Defendants use or allow to be used any payments of civil penalties to the United States made

pursuant to this Consent Decree as a basis for indemnity or reimbursement from any other party or person. Provided that, if the United States resolves its claims for penalties related to any of the Facilities with another entity, or in the absence of settlement, the government has sued another entity for penalties, and that entity is not contractually precluded from seeking indemnification from Chemours, and in fact seeks indemnification from Chemours, Chemours shall be permitted to seek indemnification from that other entity.

V. COMPLIANCE/MITIGATION

14. Defendants shall fund, perform, and comply with the injunctive relief provisions, including all deadlines and reporting requirements, set forth in: Appendix B (TSCA—GenX 5(e) Substances); Appendix C (TSCA—HPFO); Appendix D (TSCA—Carbooxohalide); Appendix E (Drinking Water Requirements); Appendix F (CWA—Washington Works).

15. Review of Deliverables. After reviewing any Deliverable, EPA (and with regard to CWA/WPCA relief at Washington Works, after consultation with the WVDEP) shall in writing: (a) approve the Deliverable; (b) approve the Deliverable upon specified conditions; (c) approve part of the Deliverable and disapprove the remainder; or (d) disapprove the Deliverable.

16. If the Deliverable is approved pursuant to Paragraph 15(a), Defendants shall take all actions required by the Deliverable, in accordance with its approved terms. If the Deliverable is conditionally approved or approved only in part pursuant to Paragraph 15(b) or (c), Defendants shall, upon written direction from EPA (and with regard to CWA/WPCA relief at Washington Works, after consultation with the WVDEP), take all actions required by the approved portion of the Deliverable that EPA (and with regard to CWA/WPCA relief at Washington Works, after consultation with the WVDEP) determines are severable from any disapproved portions.

17. If the submission is disapproved in whole or in part pursuant to Paragraph 15(c) or (d), Defendants shall, within 45 Days or such other time as the Parties agree to in writing, correct or otherwise address the identified deficiencies and resubmit the Deliverable, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendants shall proceed in accordance with Paragraph 16.

18. If a resubmitted Deliverable, or portion thereof, is disapproved in whole or in part, EPA (and with regard to CWA/WPCA relief at Washington Works, after consultation with the WVDEP) may again require Defendants to correct or otherwise address any identified deficiencies, in accordance with the preceding Paragraphs, or may itself correct any deficiencies.

19. If Defendants elect to invoke Dispute Resolution as set forth in Section IX (Dispute Resolution) concerning a decision by EPA to disapprove, approve on specified conditions, or modify a Deliverable, Defendants shall do so by sending a Notice of Dispute in accordance with Paragraph 50 within 30 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

20. Any stipulated penalties applicable to the original submission, as provided in Section VII, accrue during the 45 Day period or other specified period, but are not payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendants' obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

21. Permits and Approvals. Where any compliance obligation under this Section requires Defendants to obtain a federal, state, or local permit or approval, Defendants shall

submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendants may seek relief under the provisions of Section VIII (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendants have submitted timely and complete applications and have taken all other actions necessary to obtain all such permits or approvals.

22. Certification regarding RCRA Compliance. Each Defendant certifies as true to the best of its knowledge and belief, after a reasonable inquiry, that it has:

a. corrected all violations alleged in the RCRA claims in the Complaint and EPA ID# WVD045875291 and W25-54-031204 CAC and in the Notices of Violation issued by WVDEP to Defendants on March 12, 2025 and April 3, 2025 ("WVDEP 2025 NOVs");

b. is in full compliance at the Facilities with the requirements associated with the violations set forth alleged in the RCRA claims in the Complaint and EPA ID# WVD045875291 and W25-54-031204 CAC, and in the WVDEP 2025 NOV; and

c. taken adequate measures to prevent a recurrence of all violations alleged in the RCRA claims in the Complaint and in the WVDEP 2025 NOV.

23. Drinking Water Relief. Defendants are subject to an administrative order under Section 1431 of SDWA related to Washington Works dated January 6, 2017. Defendants also provide drinking water to residents and drinking water treatment to water systems in the vicinity of Chambers Works. The requirements provided for in Appendix E (Drinking Water Requirements) maintain certain existing requirements and expand upon certain prior obligations by extending the geographic scope, adding contaminants, and lowering the thresholds for the provision of alternate drinking water. Defendants shall comply with the injunctive relief

provisions, including all deadlines and reporting requirements, set forth in Appendix E, and as set forth in Paragraph 71.

24. Other Controls and Mitigation. Defendants will fund and perform additional projects to further reduce their emissions and discharges of PFAS, or provide alternative drinking water relief beyond that set forth in Appendix E (Drinking Water Requirements).

a. Funding for the projects will be capped at $90,000,000 over 15 years plus applicable interest, or an average of $6,000,000 per year when reduced to 2025 dollars (the "annual spend"). To the extent Chemours spends more or less than the estimated annual spend, the difference will roll over into the available totals for subsequent years. After the first five years and each year thereafter until 15 years from the first annual spend or until the cap amount has been reached, Chemours shall adjust the annual spend to account for the average annual inflation rate as measured by the Consumer Price Index published by the Bureau of Labor Statistics using the following formula: Annual Spend = $6,000,000 x (1 + average annual inflation rate)$^{\text{number of years since Date of Lodging}}$ Annual Spend for year N= $6,000,000 x (the CPI at the beginning of year N/the CPI on the Date of Lodging). In adjusting the annual spend to account for average inflation, the adjustment shall exclude the estimated cost of any approved project or project that Chemours has proposed and which EPA has not yet acted upon pursuant to subparagraphs d and e below.

b. Defendants shall identify and provide to EPA an initial set of projects no later than six months from the Date of Entry. Defendants shall provide written project descriptions and an analysis of the expected costs and benefits of the project, the length of time to complete each of the proposed projects, and, where appropriate, any enhancement to worker exposure protections to PFAS compounds at the facility.

c. After receipt of Defendants' initial list of projects, EPA can identify and provide to Defendants in writing additional proposed projects, whether based on the list of projects provided by Chemours or projects the Agencies (EPA or WVDEP, as appropriate) identify. For any project proposed by EPA, the identification will include project descriptions and expected costs and benefits of the project, the length of time to complete a proposed project, and, where appropriate, any enhancement to eliminate or reduce worker exposure to PFAS compounds.

d. Within 60 Days of the receipt of the EPA's list of project descriptions, the Parties shall confer in good faith as to the costs, benefits, and overall length of time to complete each of the projects proposed by EPA or Chemours, on whether the same or similar benefits could be obtained at lesser costs through other potential projects, and whether Chemours is already undertaking any proposed project other than under this Consent Decree.

e. EPA shall have 90 Days after the Parties' conferral to make a determination as to whether to proceed with an identified project. Within 90 Days of a determination that any project shall proceed, Defendants shall submit for EPA's approval a detailed workplan for the project with appropriate deadlines and milestones. The process for disapproval and approval shall comply with procedures in Paragraphs 15–20 (Approval of Deliverables).

f. Following EPA's determination on Defendants' initial list of projects, Defendants can identify additional projects until approved projects have an estimated cost in exceedance of the cap. The process for EPA approval of and implementation of those projects is set forth in subparagraphs b – e above.

g. Once selected, the project descriptions and associated deadlines shall be incorporated into this Consent Decree as non-material modifications. EPA shall determine whether projects have been satisfactorily completed based upon the approved workplan and whether associated deadlines have been met.

h. If Defendants do not agree as to the project selected by EPA or with respect to whether projects have been satisfactorily completed or any other issue with respect to the selection or implementation of the project, Defendants have the right to invoke the dispute resolution provision pursuant to Section IX (Dispute Resolution).

i. Progress on the projects shall be reported in the semi-annual reports set forth in Section VI(Reporting Requirements).

j. Chemours shall keep records adequate for EPA to assess the status of work on the projects and shall provide such records upon demand by EPA.

k. Chemours shall submit, on an annual basis, a detailed accounting of the amounts spent on each project during the last calendar year and a description of the work performed since either the inception of each project or the date the immediately preceding annual report was submitted to EPA. Such accounting shall be submitted to EPA for approval 60 Days after the anniversary of this Consent Decree.

l. Defendants shall be entitled to dollar for dollar credit toward the annual spend if state authorities in New Jersey (with regard to Chambers Works) or North Carolina (with regard to Fayetteville Works) or West Virginia (with regard to Washington Works) require that Defendants undertake work that further reduces existing emissions or discharges of PFAS from the Facilities or provide drinking water relief beyond that set forth in Appendix E (Drinking Water Requirements). Costs incurred by Chemours solely to achieve or maintain compliance

with a current Facility NPDES permit or other existing requirements as of the Effective Date shall not count towards this subparagraph, nor shall costs of complying with this Consent Decree, except that, for clarity (i), any PFAS abatement project pursuant to the final Chambers Works NPDES permit (issued January 8, 2026), (ii) any additional projects beyond those required under Appendix F (CWA—Washington Works) that are developed to reduce the discharge targets set forth in Appendix F, (iii) any projects recommended by the Third Party Evaluator that are not required by the approved Response Plan pursuant to Appendix C (TSCA—HPFO); and (iv) any projects recommended by the Third Party Evaluator that are not required by the approved Response Plan pursuant to Appendix D (TSCA—Carbooxohalide), are not costs of complying with this Consent Decree and shall be eligible for consideration as a mitigation project. However, all credit shall be capped at 40% of $90,000,000. When Defendants are required by state authorities to undertake projects subject to this Paragraph, they shall inform EPA of the description of the project and estimated cost. Upon submission of such notice, Defendants shall be entitled to a provisional credit against that year's spend. Final credit will be applied only after the relevant work has been performed and Defendants have provided and EPA has approved a detailed accounting of the amounts spent on the work.

m. Any major alterations to the timetables or project selection or approval process outlined in this Paragraph may be agreed to in writing by the United States and the Defendants and will be filed with the Court as non-material modifications to the Consent Decree. Defendants shall also inform EPA in writing of minor alterations, which need not be filed with the Court.

25. Mitigation Project Certifications. For purposes of this Paragraph, "Mitigation Projects" refer only to obligations beyond those in existence prior to the Date of Lodging. With

regard to the Mitigation Projects, Defendants certify that the Mitigation Projects are not projects that Defendants were required to construct, perform, or implement other than in settlement of the claims resolved in this Decree; that Defendants have not received and will not receive credit for the Mitigation Projects in any other enforcement action; and that Defendants shall neither generate nor use any pollutant reductions from the Mitigation Projects as netting reductions, pollutant offsets, or to apply for, obtain, trade, or sell any pollutant reduction credits.

VI. REPORTING REQUIREMENTS

26. Defendants shall submit all reports required under any Appendix hereto, under the requirements and schedules set out in such Appendix or workplan submitted under such an Appendix.

27. Defendants shall also submit the following reports to EPA, and DOJ (and with regard to CWA/WPCA relief at Washington Works, the WVDEP) at the addresses set forth in Section XIII (Notices):

a. By July 31st and January 31st of each year after the Effective Date of this Consent Decree, until termination of this Decree pursuant to Section XVII, Defendants shall submit by email a semi-annual report for the preceding six months that includes: the status of any construction or compliance measures being taken under the Consent Decree; completion of milestones; problems encountered or anticipated, together with implemented or proposed solutions; status of permit applications; operation and maintenance difficulties or concerns relating to compliance with Appendix F; and reports to state agencies.

b. The report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If Defendants violate,

or have reason to believe that they may violate, any requirement of this Consent Decree, Defendants shall notify DOJ and EPA (and with regard to CWA/WPCA relief at Washington Works, the WVDEP) of such violation and its likely duration, in writing, within ten business Days of the Day Defendants first become aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendants shall so state in the report. Defendants shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendants become aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendants of their obligation to provide the notice required by Section VIII (Force Majeure).

28. Whenever any violation of this Consent Decree or of any applicable permits or any other event affecting Defendants' performance under this Decree may pose an immediate and substantial endangerment to the public health or welfare or the environment, Defendants shall notify EPA (and with regard to CWA/WPCA relief at Washington Works, the WVDEP) as soon as possible, but no later than 24 hours after Defendants first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

29. Defendants shall ensure that each report submitted under this Section is signed by an official of the submitting party and includes the following certification:

> I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that

there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

30. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

31. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by the CWA, TSCA, RCRA, SDWA, the WPCA, or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

32. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VII. STIPULATED PENALTIES

33. Defendants shall be liable for stipulated penalties to the United States (and with regard to relief at Washington Works, the WVDEP) for violations of this Consent Decree, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Consent Decree, including any work plan or schedule approved under this Consent Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree. Defendants shall be entitled to contest any claim of violation in accordance with the Dispute Resolution provisions set forth below.

34. The stipulated penalties shall be as set forth below:

Requirement	**Period of Violation**	**Amount Per Day**
Late payment of civil penalty, or any applicable installments or interest	1st through 14th Day	$5,000
	15th through 30th Day	$10,000
	31st Day and beyond	$20,000
Transfer of Facilities. Failure to: (a) provide a copy of this Consent Decree to any proposed transferee; (b) provide written notice to the United States at least 30 Days prior to any transfer of any portion of the Facility; or (c) provide a copy of the proposed written agreement with the transferee as required by Paragraph 4	1st through 14th Day	$1,000
	15th through 30th Day	$2,500
	31st Day and beyond	$5,000
Failure to timely complete and submit lists of proposed projects or to submit a timely and complete workplan under Paragraph 24 (Other Controls and Mitigation)	1st through 14th Day	$2,500
	15th through 30th Day	$5,000
	31st Day and beyond	$10,000
Failure to timely perform any project selected under Paragraph 24 (Other Controls and Mitigation) as set out in the relevant work plan and schedule for such project	1st through 31st Day	$5,000
	31st through 60th Day	$10,000
	61st Day and beyond	$15,000
Failure to comply with a specified substantive (non-reporting) compliance requirement of any Appendix, or any requirement set out in any work plans approved under any Appendix. This includes failure to obtain any needed permits. This excludes failure to submit timely and	1st through 14th Day	$4,000
	15th through 30th Day	$6,000

Requirement	Period of Violation	Amount Per Day
complete reports which is subject to the next entry. This also excludes stipulated penalties identified in any other stipulated penalty in this paragraph.	31st Day and beyond	$9,000
Failure to submit a timely and complete report required by: the body of the consent decree, any Appendix, or any approved workplan submitted under any Appendix. This excludes stipulated penalties for reporting obligations identified in any other stipulated penalty in this paragraph.	1st through 14th Day	$1,000
	15th through 30th Day	$2,500
	31st Day and beyond	$5,000

For violations of Appendix F (CWA—Washington Works), the penalties in the table below apply to exceedances of Consent Decree limits as set forth in that Appendix at Paragraph B.3.g. Stipulated penalties for a Consent Decree limit exceedance are to be assessed monthly on a sliding scale based on the magnitude and frequency of each Consent Decree limit exceedance for the same parameter at the same monitoring point, pursuant to the following:

	Magnitude of Exceedance		
Frequency over Rolling 12-month Period	<2x Limit	>2x	≥5x
1–2 exceedances	$1,000	$5,000	$10,000
3–6 exceedances	$2,500	$10,000	$15,000
7–12 exceedances	$5,000	$15,000	$20,000

In addition, for each exceedance of the NPDES permit limits at Washington Works, the following stipulated penalties shall apply:

Requirement	Daily Maximum	Monthly Average or Other
Exceeding any non-PFAS NPDES Permit limit at Washington Works, West Virginia.	$5,000	$10,000

Requirement	Daily Maximum	Monthly Average or Other
Exceeding any NPDES Permit limit for PFAS at Washington Works, West Virginia during the period of installing projects under the CWA—Washington Works Appendix. This does not apply to Outfall 006.	$5,000	$10,000
Exceeding any NPDES Permit limit for PFAS at Outfall 006 at Washington Works, West Virginia before and during the period of installing projects under the CWA—Washington Works Appendix.	$2,500	$5,000
Exceeding any NPDES Permit limit for PFAS at Washington Works, West Virginia after completion of installing the projects under the CWA—Washington Works Appendix.	$7,500	$15,000

There is no stipulated penalty for failing to meet Target PFAS Control Levels during a Demonstration attempt under the Appendix for CWA—Washington Works.

Stipulated penalties for violations of the TSCA appendices are provided for only as set forth in the following table:

Requirement	Amount
Failure to comply with the 99% Requirement for such Facility as set forth in Paragraph 3 of Appendix B during the applicable Compliance Period, including through failure to comply with the Recordkeeping Requirement for the applicable Facility as set forth in Paragraph 2 of Appendix B (GenX).	$45,000

Requirement	Amount
Failure to comply with the monitoring requirements of Paragraphs 7–8 [performing monitoring and using monitoring data] in Appendix B (GenX) for each applicable Compliance Period. This stipulated penalty shall not apply if the stipulated penalty for failure to comply with the 99% Requirement is applied to the same Facility in the same Compliance Period. Failure to comply with LDAR requirement when required during the applicable Compliance Period pursuant to the following Paragraphs in Appendix B (GenX): 15, 21, 26, and 32 [fugitive emissions requirements]. This stipulated penalty shall not apply if the stipulated penalty for failure to comply with the 99% Requirement is applied to the same Facility in the same Compliance Period. Failure to maintain records demonstrating a Facility has met the requirements in Appendix B (GenX) of Paragraphs 5 [calculations use recognized and generally accepted good engineering principles] and 6 [Changes that are not Major Changes]. This stipulated penalty shall not apply if the stipulated penalty for failure to comply with the 99% Requirement is applied to the same Facility in the same Compliance Period. Failure to comply with the 60-day period during which Chemours shall not make a Major Change under Paragraph 3 of Appendix D (Carbooxohalide). Failure to comply with the terms or requirements of the following Paragraphs in Appendix D (Carbooxohalide): 12 [evaluator independence], and 14 [requirements for Chemours' contract with evaluator]. Failure to comply with the terms or requirements of the following Paragraphs in Appendix C (HFPO): 4 [evaluator independence], and 7 [requirements for Chemours' contract with evaluator]. Failure to comply with the documentation requirements set forth in Paragraph 17.h of Appendix D (Carbooxohalide). Failure to comply with the documentation requirements set forth in Paragraph 10.f of Appendix C (HFPO).	$5,000

<table>
<tr><th>Requirement</th><th>Amount</th></tr>
<tr><td>Failure to meet any deadline regarding the Engineering Evaluation pursuant to the following Paragraphs of the Appendix D (Carbooxohalide): 17, 18, 20.

Failure to meet any deadline regarding the Engineering Evaluation pursuant to the following Paragraphs of the Appendix C (HFPO): 10, 11, and 13.</td><td><table><tr><td>1st through 14th Day</td><td>$1,000</td></tr><tr><td>15th through 30th Day</td><td>$2,500</td></tr><tr><td>31st Day and beyond</td><td>$5,000</td></tr></table></td></tr>
<tr><td>Failure to comply with any requirement in Paragraph 7 [restrictions on Carbooxohalide Processes and safety training and PPE requirements]

Failure to meet the deadline to notify EPA of any Major Change under Paragraph 5 of Appendix D (Carbooxohalide), subject to feasibility as described in that Paragraph.

Failure to implement the approved Response Plan in accordance with the schedules set forth therein under Paragraph 19 of Appendix D (Carbooxohalide).

Failure to implement the approved Response Plan in accordance with the schedules set forth therein under Paragraph 12 of Appendix C (HFPO).</td><td><table><tr><td>1st through 14th Day</td><td>$2,500</td></tr><tr><td>15th through 30th Day</td><td>$5,000</td></tr><tr><td>31st Day and beyond</td><td>$10,000</td></tr></table></td></tr>
</table>

35. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

36. Defendants shall pay stipulated penalties to the United States and the WVDEP (with regard to CWA/WPCA relief at Washington Works) within 30 Days of a written demand by either Plaintiff, subject to Paragraph 38 with respect to Dispute Resolution. Defendants shall pay 100% of the total stipulated penalty amount to the United States except that, with regard to CWA/WPCA relief at Washington Works, Defendants shall pay 50% percent of the total stipulated penalty amount due to the United States and 50% percent to the WVDEP. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

37. Either Plaintiff may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due to that Plaintiff under this Consent Decree.

38. Stipulated penalties continue to accrue as provided in Paragraph 35, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of EPA or the WVDEP that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with interest accruing as of the date payment becomes due, to the United States or the WVDEP within 30 Days of the effective date of the agreement or the receipt of EPA's or the WVDEP's decision or order.

b. If the dispute is appealed to the Court and the United States or the WVDEP prevails in whole or in part, Defendants shall pay all accrued penalties determined by

the Court to be owing, together with interest accruing as of the date payment becomes due, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest accruing as of the date payment becomes due, within 15 Days of receiving the final appellate court decision.

d. If Defendants prevail in Dispute Resolution, no penalties or interest shall be due for the disputes resolved in Defendants' favor.

39. Defendants shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 10 and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Defendants shall pay stipulated penalties owing to the WVDEP by the method stated in Paragraph 12.

40. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the WVDEP from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

41. The payment of penalties and interest, if any, shall not alter in any way Defendants' obligation to complete the performance of the requirements of this Consent Decree.

42. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' or the WVDEP's exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights), the United States and the WVDEP

expressly reserve the right to seek any other relief they deem appropriate for Defendants' violation of this Decree or applicable law, including but not limited to an action against Defendants for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

VIII. FORCE MAJEURE

43. "Force majeure," for purposes of this Consent Decree, means any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Defendants 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 any delay or non-performance is, and any adverse effects of the delay or non-performance are, minimized to the greatest extent possible. "Force majeure" does not include financial inability to perform any obligation under this Consent Decree.

44. If any event occurs for which Defendants will or may claim a force majeure, Defendants shall provide notice by email to EPA and the WVDEP (with regard to CWA/WPCA relief at Washington Works) at the email addresses in Section XIII (Notices). The deadline for the notice is seven Days after Defendants first knew or should have known that the event would

likely delay or prevent performance. Defendants shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Defendants knew.

45. If Defendants seek to assert a claim of force majeure concerning the event, Defendants shall submit, within seven Days after the notice under Paragraph 44, a further notice to EPA and the State that includes (a) an explanation and description of the event and its effect on Defendants' completion of the requirements of the Consent Decree; (b) a description and schedule of all actions taken or to be taken to prevent or minimize the delay and/or other adverse effects of the event; (c) if applicable, the proposed extension of time for Defendants to complete the requirements of the Consent Decree; (d) Defendants' rationale for attributing such delay to a force majeure; (e) a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health or welfare or the environment; and (f) proof supporting the claim that the delay was attributable to a force majeure.

46. Failure to submit a timely or complete notice or claim under Paragraph 44 or 45 regarding an event precludes Defendants from asserting any claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether Defendants have exercised its best efforts, under Paragraph 43.

47. After receipt of any claim of force majeure, EPA, after a reasonable opportunity for review and comment by the WVDEP (with regard to relief at Washington Works), will notify Defendants of its determination whether Defendants are entitled to relief under Paragraph 43, and, if so, the excuse of, or the extension of time for, performance of the obligations affected by the force majeure. Any such excuse or extension does not, of itself, excuse or extend the time for performance of any other obligation.

48. If Defendants elect to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendants have the burden of proving that it is entitled to relief under Paragraph 43, that its proposed excuse or extension was or will be warranted under the circumstances, and that it complied with the requirements of Paragraphs 45 –47. If Defendants carry this burden, the delay or non-performance at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

IX. DISPUTE RESOLUTION

49. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendants' failure to seek resolution of a dispute under this Section concerning an issue of which it had notice and an opportunity to dispute under this Section prior to an action by the United States or WVDEP to enforce any obligation of Defendants arising under this Decree precludes Defendants from raising any such issue as a defense to any such enforcement action.

50. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendants send DOJ and EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 60 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

51. Formal Dispute Resolution. Defendants may initiate formal dispute resolution by sending DOJ and EPA within 30 Days after the conclusion of informal dispute resolution under Paragraph 50, a written Statement of Position regarding the matter in dispute. The Statement of Position must include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation relied upon by Defendants. Unless the United States agrees with Defendants' Statement of Position, the United States' responsive Statement of Position is due within 30 Days after receipt of Defendants' Statement of Position. The United States' Statement of Position must include, but need not be limited to, factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on Defendants, unless Defendants files a motion for judicial review of the dispute in accordance with the following Paragraph.

52. If the dispute is solely between Defendants and WVDEP, the procedures set forth in the preceding three paragraphs will apply except the notices and statements shall be between those Parties.

53. Judicial Dispute Resolution. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States (and with regard to CWA/WPCA relief at Washington Works, the WVDEP) a motion requesting judicial resolution of the dispute. Defendants (a) shall file the motion within ten Days of receipt of the United States' (and with regard to CWA/WPCA relief at Washington Works, the WDEP's) Statement of Position pursuant to Paragraph 51; (b) may not raise any issue not raised in informal dispute resolution pursuant to Paragraph 50, unless the Plaintiff(s) raise a new issue of law or fact in their Statement of Position; (c) shall include a written statement of Defendants' position on the

dispute, including any supporting factual data, analysis, opinion, or documentation, and (d) shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

54. The United States (and with regard to CWA/WPCA relief at Washington Works, the WVDEP) shall respond to Defendants' motion within the time period allowed by the Local Rules of this Court. Defendants may file a reply to the extent permitted by the Local Rules.

55. In any judicial dispute resolution proceeding, EPA will compile an administrative record regarding the dispute containing all Statements of Position, including supporting documentation. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

56. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 53 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable administrative law, Defendants shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 53, Defendants shall bear the burden of demonstrating that its position complies with this Consent Decree.

57. The invocation of dispute resolution procedures under this Section does not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment is stayed pending resolution of the dispute as provided in Paragraph 38. If Defendants do not prevail on the disputed issue, stipulated penalties will be assessed and must be paid as provided in Section VII Stipulated Penalties, unless otherwise ordered by the Court.

X. INFORMATION COLLECTION AND RETENTION

58. The United States, the WVDEP only as to Washington Works, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States or the WVDEP in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by Defendants or their representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs or similar data; and

e. assess Defendants' compliance with this Consent Decree.

59. Upon request, Defendants shall provide EPA and/or the WVDEP or their authorized representatives splits of any samples taken by Defendants as part of compliance with this Consent Decree. Upon request, EPA and the WVDEP shall provide Defendants splits of any samples taken by EPA or the WVDEP related to this Consent Decree.

60. Until five years after the termination of this Consent Decree, Defendants shall retain, and shall instruct their contractors and agents to retain all non-identical copies of the following documents, records, or other information (including in electronic form) in, or that come into, their or their contractors' or agents' possession or control (hereafter "Records"):

a. Documentation of all measures undertaken by Defendants to comply with the terms of this Consent Decree;

b. All reports, plans, permits, and documents submitted to the EPA or the WVDEP pursuant to this Consent Decree, including all underlying research and data;

c. All data developed by, or on behalf of, Defendants in the course of complying with the Consent Decree; and

d. All reports, plans, permits and other documents, and data contemplated by any Appendix.

61. Defendants shall maintain Records that were originally created in an electronic format in their native format or in a reasonably accessible format and shall keep them reasonably organized. Unmarked paper printouts of electronic records maintained in accordance with this Paragraph will be considered duplicates or convenience copies and need not be preserved.

62. At the end of this information-retention period, Defendants shall notify the United States and the WVDEP that they have 90 Days to request Defendants' Records. Defendants shall retain and preserve their Records until 90 Days after EPA's receipt of the notice.

63. At any time up until 90 Days after the end of the information-retention period, upon request by the United States or the WVDEP, Defendants shall provide access to the requested Records or copies thereof to the United States or the WVDEP.

64. These information-retention requirements shall apply regardless of any corporate record retention policy.

65. Privileged or Protected Records. In response to a request for Records pursuant to Paragraph 63, Defendants may assert that all or part of a Record is privileged or protected as provided by federal law. If Defendants assert such a privilege, they shall provide the following: (a) the title of the Record; (b) the date of the Record; (c) the name and title of each author of the Record; (d) the name and title of each addressee and recipient of the Record; (e) a description of the contents of the Record; and (f) the privilege or protection asserted by Defendants. If a claim of privilege or protection applies only to a portion of a Record, the Record shall be provided to the United States or the WVDEP in redacted form to mask the privileged or protected portion only. Defendants shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Defendants' favor. Defendants shall not make any claim of privilege or protection regarding the portion of any final record that Defendants are required to create or generate in accordance with this Decree.

66. Confidential Business Information Claims. Notwithstanding Paragraph 65, Defendants are entitled to claim that all or part of a Record submitted to the United States under this Section is Confidential Business Information ("CBI") that is covered by 40 C.F.R. § 2.203. Defendants shall segregate all Records or parts thereof submitted under this Decree which they claim are CBI, label them as "claimed as confidential business information" or "claimed as CBI," and state the statutory authority under which the information is being provided. If some or all information provided in response to this Information Request is claimed to be TSCA CBI, the files must be submitted via the EPA's Central Data Exchange ("CDX") Program Service titled

"CSPP: Submissions for Chemical Safety and Pesticide Programs" under its drop-down "TSCA Enforcement and Compliance Communications" application. If some or all of the information provided is claimed to be TSCA CBI, Defendants agree to complete the certification statement that is incorporated into CDX; provide a second copy of any documents claimed as TSCA CBI with CBI claims redacted to include only that information that you are not claiming as CBI. Records that Defendants properly label in accordance with the preceding sentence will be afforded the protections specified in 40 C.F.R. part 2, subpart B, 15 U.S.C. 2613, and 40 C.F.R. 703.5. If any Record is not properly labelled when it is submitted to EPA or the WVDEP, or if EPA notifies Defendants that the Record is not entitled to confidential treatment under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. part 2, subpart B, the public may be given access to such Record in accordance with the procedures established in the part 2 regulations.

67. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the WVDEP pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

68. This Consent Decree resolves the civil claims of the United States and the WVDEP for the violations alleged in the Complaint filed in this action through the date of Lodging.

69. This Consent Decree also resolves the following Notices of Violation issued to Defendants: TSCA NOV issued by EPA dated February 13, 2019 and the RCRA NOV issued by WVDEP dated April 3, 2025.

70. Additional Resolved Items.

a. This Consent Decree also resolves any potential claims of the United States against Defendants under Section 1431 of SDWA, 42 U.S.C. §300i, with respect to known PFOA and HFPO-DA (and additionally PFOS and PFNA at Chambers Works only), drinking water contamination at or emanating from Facilities as of the date of lodging to the extent this ISE is fully addressed by the work performed under the Appendices to this Consent Decree.

b. This Consent Decree also resolves any potential claims of the United States against Defendants under Section 504 of the CWA, 33 U.S.C. § 1364, with respect to known PFOA and HFPO-DA in discharges from Facilities as of the Date of Lodging to the extent this ISE is fully addressed by the work performed under the Appendices to this Consent Decree.

c. This Consent Decree also resolves any potential claims of the United States against Defendants for penalties under TSCA prior to the Date of Lodging for violations of TSCA Section 8(e), 15 U.S.C. § 2607(e), with respect to substantial risk information associated with releases of GenX Compounds at Fayetteville Works; the TSCA GenX Section 5(e) Order relating to the GenX 99% Restriction; TSCA Section 5, 15 U.S.C. § 2604, with respect to manufacture and distribution of HFPO in commerce without notifying recipients of the Significant New Use Rule Restrictions and without prior submission of a Significant New Use Notice; TSCA Section 8(a), 15 U.S.C. § 2607(a), with respect to accurate and complete

Chemical Data Reporting; and TSCA Section 12(b), 15 U.S.C. § 2611(b), with respect to timely submissions of notices accompanying exports of chemical substances.

71. Applicability of Existing Agreements and Commitments.

a. The Administrative Order on Consent issued pursuant to Section 309 of the CWA at Washington Works (dated April 26, 2023) shall be terminated upon the Effective Date.

b. The Administrative Order on Consent issued pursuant to Section 1431 of SDWA at Washington Works (dated January 6, 2017) shall be terminated with respect to Chemours upon the Effective Date and shall otherwise remain in effect. The January 6, 2017 Order will only be implemented against a third party if Chemours fails to implement the Approved SDWA Work Plan agreed to under this Consent Decree.

c. For Chambers Works, EPA shall hold Chemours responsible for the operating procedures set forth in the approved Work Plan established pursuant to Appendix E (Drinking Water Requirements) rather than the Standard Operating Procedures for the Ongoing 2016 Residential Drinking Water Well Surveying and PFAS Sampling Program, which were modified and approved in 2020.

72. The United States and the WVDEP reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree does not limit the rights of the United States or the WVDEP to obtain penalties or injunctive relief under the CWA, TSCA, RCRA, SDWA or the WPCA or their implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraphs 68–70. Except as expressly set forth in this Consent Decree, the United States and the WVDEP further reserve all legal and equitable remedies to address any conditions if, in the

future, there may be an imminent and substantial endangerment to the public health or welfare or the environment or imminently hazardous chemical substance or mixture arising at, or posed by, Defendants' Facilities, whether related to the violations addressed in this Consent Decree or otherwise, including conditions related to PFOA and HFPO-DA contamination. The United States explicitly reserves all claims under the Comprehensive Environmental Response, Compensation and Liability Act; the Defendants reserve all claims and defenses with respect thereto.

73. The United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information provided by Defendants, or the financial certification made by Defendants in Paragraph 9, was false or, in any material respect, inaccurate at the time provided. This reservation shall not apply to any Financial Information that included projections or estimates of Defendants' future financial conditions.

74. In any subsequent administrative or judicial proceeding initiated by the United States or the WVDEP for injunctive relief, civil penalties, other appropriate relief relating to the Facilities' or Defendants' violations that is otherwise permissible under this Consent Decree, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (res judicata), issue preclusion (collateral estoppel), claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the WVDEP in the subsequent proceeding should have been brought in the instant case; provided, however, that nothing in this Paragraph shall prevent Defendants from asserting any defense that a subsequent administrative judicial or administrative proceeding is barred by the resolution of claims set forth in Paragraphs 68 through 70.

75. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree is not a defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the WVDEP do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, TSCA, RCRA, SDWA, or the WPCA, or with any other provisions of federal, State, or local laws, regulations, or permits.

76. This Consent Decree does not limit or affect the rights of Defendants or of the United States or the WVDEP against any third parties, not party to this Consent Decree, except as expressly provided in Paragraph 71.b, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law. Notwithstanding this, the United States agrees that if Defendants are satisfactorily complying or have fully complied with the injunctive provisions set forth in Section V of this Consent Decree, the United States shall not sue any other entity with respect to the same injunctive relief. Whether Defendants are satisfactorily complying shall be determined by EPA subject to the Dispute Resolution Provisions of Section IX.

77. This Consent Decree does not create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XII. COSTS

78. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the WVDEP are entitled to collect the costs (including

attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendants.

XIII. NOTICES

79. Unless otherwise specified in this Consent Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they must be made in writing and sent by mail or email addressed as follows:

As to DOJ by email (preferred):	eescdcopy.enrd@usdoj.gov Re: DJ # 90-5-1-1-12112
As to DOJ by mail:	EES Case Management Unit Environment and Natural Resources Division U.S. Department of Justice P.O. Box 7611 Washington, D.C. 20044-7611 Re: DJ # 90-5-1-1-12112
As to EPA by email (preferred):	ChemoursPFAS2026@epa.gov
As to EPA by mail:	EPA PFAS Enforcement Team Office of Civil Enforcement US Environmental Protection Agency 1200 Penn Ave. NW, MC: 2210A Washington, DC 20460
As to the WVDEP by email:	brad.m.wright@wv.gov
As to the WVDEP by mail:	Chief Inspector, Environmental Enforcement WV Department of Environmental Protection 601 57th Street SE Charleston, West Virginia 25304
As to Chemours and Chemours FC:	The Chemours Company Office of the General Counsel 1007 Market Street Wilmington, DE 19801 Attn: Kristine M. Wellman kristine.m.wellman@chemours.com

With a copy to:

Allison B. Rumsey
Arnold & Porter
601 Massachusetts Ave NW
Washington DC 20001
allison.rumsey@arnoldporter.com

and

Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
gwmeli@wlrk.com

80. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

81. Notices submitted pursuant to this Section are deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIV. EFFECTIVE DATE

82. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XV. RETENTION OF JURISDICTION

83. The Court retains jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX (Dispute Resolution) and XVI (Modification) or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

84. Except as otherwise set forth in any Appendix or in Paragraph 24 (Other Controls and Mitigation) the terms of this Consent Decree, including any attached Appendices, may be modified only by a subsequent written agreement signed by the United States and Defendants, and where applicable, by the WVDEP. Where the modification constitutes a material change to this Decree, it is effective only upon approval by the Court

85. If any Party seeks a modification to this Consent Decree, it shall send a written notice to the other Parties in accordance with Section XIII (Notices) setting forth the requested changes and the reasons therefor. The Parties shall negotiate informally concerning the modification for a period of up to 30 Days from the date of receipt of the notice, unless that period is modified by written agreement. If at the end of the period of informal negotiations the Parties are not in agreement, the Party seeking the modification retains any rights it may have to seek modification from the Court pursuant to Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

86. After a period of 15 years, if Defendants have 1) completed the requirements of Section V and all Appendices, 2) maintained satisfactory compliance with this Consent Decree and all applicable NPDES permits, and 3) paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendants may serve upon the United States, and as appropriate the WVDEP, a Request for Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation. However, when Defendants have completed work required by particular Appendices of the Consent Decree, Defendants may request Partial Termination of that portion of the Consent Decree prior to 15 years.

87. Following receipt by the United States and the WVDEP of Defendants' Request for Partial Termination or for Complete Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States after consultation with the WVDEP agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

88. If the United States, after consultation with the WVDEP with respect to CWA relief at the Washington Works Facility, does not agree that the Decree may be terminated, Defendants may invoke Dispute Resolution under Section IX. However, Defendants shall not seek Dispute Resolution of any dispute regarding termination until 90 Days after service of their Request for Termination.

XVIII. PUBLIC PARTICIPATION

89. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

90. Each undersigned representative of Defendants and representative of the Environment and Natural Resources Division of the DOJ and the WVDEP identified on the signature page below, certifies that that person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party that person represents to this document.

91. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendants need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XX. INTEGRATION

92. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Consent Decree herein.

XXI. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

93. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Paragraphs 5–18, 23–25, 29, 30, 32, 61–64 and all Appendices, is restitution, remediation, or required to come into compliance with law.

XXII. HEADINGS

94. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

XXIII. APPENDICES

95. The following Appendices are attached to and part of this Consent Decree:

Appendix A (list of Financial Information)

Appendix B (TSCA—GenX 5(e) Substances)

Appendix C (TSCA—HFPO)

Appendix D (TSCA—Carbooxohalide)

Appendix E (Drinking Water Requirements)

Appendix F (CWA—Washington Works).

If there is any conflict between the text of the consent decree and any Appendix, the Appendix shall control.

XXIV. FINAL JUDGMENT

96. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the WVDEP, and Defendants.

Dated and entered this day of _____, 2026

_____

UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF WEST VIRGINIA

FOR THE UNITED STATES OF AMERICA:

Adam R.F. Gustafson
Principal Deputy Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

/s/ Steven O'Rourke
STEVEN O'ROURKE
KATHERINE A. ABEND
Senior Counsels
SYLVIA LAM
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MOORE CAPITO
United States Attorney

/s/ Jason S. Bailey
JASON S. BAILEY
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Counsel for United States of America

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FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Jeffrey A. Hall
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue
Washington, D.C. 20460

Gracie Pendleton, Attorney-Adviser
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance

Michael Martucci
Regional Administrator
U.S. Environmental Protection Agency, Region 2

Amy Van Blarcom-Lackey
Regional Administrator
U.S. Environmental Protection Agency, Region 3

Kevin J. McOmber
Regional Administrator
U.S. Environmental Protection Agency, Region 4

Anne Vogel
US EPA Region 5 Administrator
& Great Lakes National Program Manager

Signature Page for *United States & WVDEP v. The Chemours Company et al.*

FOR THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROECTION:

/s/ C. Scott Driver
C. Scott Driver
Chief, Office of Legal Services
West Virginia Department of Environmental Protection
601 57th Street Southeast
Charleston WV 25304

THE CHEMOURS COMPANY and

THE CHEMOURS COMPANY, FC, LLC,

6/23/2026
Date

Kristine M. Wellman
General Counsel
The Chemours Company and
The Chemours Company, FC, LLC.
1007 Market Street
Wilmington, DE 19801

United States v. Chemours et al.

Consent Decree Appendix A

List of Financial Information Provided by Chemours

1. 2018 – 2020 Budget Review
2. 2019 – 2021 Budget Review
3. 2020 – 2022 Budget Review
4. 2021 – 2022 Budget Review
5. 2022 – 2024 Budget Review
6. 2023 – 2025 Budget Review
7. 2024 – 2028 Capital Expenditure Detail
8. Financial Projection Model for 2017 – 2020
9. Financial Projection Model for 2018 – 2021
10. Financial Projection Model for 2020 – 2022
11. Financial Projection Model for 2021 – 2023
12. Financial Projection Model for 2022 – 2024
13. Financial Projection Model for 2023 – 2025
14. Financial Projection Model for 2024 – 2028

Notes:

All documents listed in this appendix are subject to Fed. R. Evid. 408 and are claimed by Chemours as confidential business information.

The United States also reviewed publicly available information to determine the financial circumstances of the Chemours entities.

APPENDIX B

Terms for Compliance with the TSCA GenX 5(e) Order

I. DEFINITIONS

The definitions in Section III of this Consent Decree ("Definitions") apply, except if a definition therein conflicts with a definition provided in this Appendix, in which case the definition provided in this Appendix shall control. Terms used in this Appendix that are defined in the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, or its implementing regulations have the meanings assigned to them in TSCA or such regulations, unless otherwise provided in this Appendix. The definitions in this Appendix apply to this Appendix only.

"99% Requirement" means the provision of the TSCA GenX 5(e) Order titled "Control of Effluent & Emissions," which states: "The Company shall recover and capture (destroy) or recycle the PMN substances at an overall efficiency of 99% from all the effluent process streams and the air emissions (point source and fugitive)."

"Chambers Works" means the facility owned or operated by Chemours located at 67 Canal Road, Deepwater, New Jersey 08023.

"Compliance Demonstration" means the Facility-specific calculation Chemours must use and perform for each Compliance Period to demonstrate compliance with the specified Compliance Standard for each Facility as described in Sections III–VII (including Section VIII, as incorporated by Sections III-VII) of this Appendix. For purposes of each Facility's Compliance Demonstration, the terms below are defined as follows:

a) "FAD" is an abbreviation of Facility Air Discharges and means the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and released as Point Source Emissions into air from each Point Source at the applicable Facility

during the applicable Compliance Period, which shall be determined as set forth in Paragraph 10 of this Appendix and in each Facility-specific Compliance Demonstration in Sections III–VII of this Appendix.

b) "FAI" is an abbreviation of Facility Air Inlet and means the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility during the applicable Compliance Period in the following and as determined as set forth in Paragraph 10 and in each Facility-specific Compliance Demonstration in Sections III–VII of this Appendix:

i. the inlet to any air pollution control device at the applicable Facility;

ii. where Chemours uses multiple air pollution control devices in succession (a "Train") to treat GenX Compounds, in the inlet to the first air pollution control device in the Train at the applicable Facility; and

iii. in air emissions sent to any Point Source and that do not enter the inlet of any air pollution control device at the applicable Facility.

c) "FWD" is an abbreviation of Facility Water Discharges and means the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and released during the applicable Compliance Period from any discharge outfall at the applicable Facility that receives any Effluent Process Stream, which shall be determined as set forth in Paragraph 11 and in each Facility-specific Compliance Demonstration in Sections III–VII of this Appendix.

d) "FWI" is an abbreviation of Facility Water Inlet and means the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility during

the applicable Compliance Period in the following and as determined as set forth in Paragraph 11 and in each Facility-specific Compliance Demonstration in Sections III–VII of this Appendix:

i. the inlet to any water treatment device at the applicable Facility that receives Effluent Process Stream(s);

ii. the inlet to the first water treatment device in a Train at the applicable Facility where Chemours uses a water treatment Train in Effluent Process Stream(s); and

iii. in Effluent Process Stream(s) sent to any Facility discharge outfall and that do not enter the inlet of any water treatment device at the applicable Facility.

e) "FWSTP" is an abbreviation of Facility Waste Sent to Third Party and means the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and sent during the applicable Compliance Period to third parties for disposal in accordance with Section VIII of this Appendix, as applicable, and excluding, as applicable, the mass in pounds of GenX Compounds accounted for in FAI or FWI.

f) "FWTPR" is an abbreviation of Facility Waste Third Party Releases and means the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and sent during the applicable Compliance Period to third parties for disposal (even if excluded from FWSTP, where applicable) and that are discharged, emitted, or otherwise released to the environment from any such third parties, as calculated in accordance with Section VIII of this Appendix, as applicable. For clarity, the act of injecting GenX Compounds into an Underground Injection Control program ("UIC")[1] permitted Class I non-hazardous industrial or

[1] "UIC" means UIC as defined in 40 C.F.R. Part 144.

hazardous waste underground injection well is not a release to the environment of GenX Compounds.

g) "WWP" is an abbreviation of Washington Works Products and means the mass in pounds of residual GenX Compounds that remains in products that are manufactured or processed at Washington Works and subsequently shipped to customers, any other Facility, or contract processors from Washington Works as set forth in the Washington Works-specific Compliance Demonstration in Paragraph 15 of this Appendix.

h) "WWU" is an abbreviation of Washington Works Use and means the mass in pounds of GenX Compounds manufactured, processed, or used at Washington Works during the applicable Compliance Period, i.e., the mass in pounds of GenX Compounds that are fed into processes at Washington Works during the applicable Compliance Period as set forth in the Washington Works-specific Compliance Demonstration in Paragraph 15 of this Appendix, including GenX Compounds used in Chemours' processes and later disposed of or sent to another Chemours facility for recycling in accordance with Section VIII of this Appendix.

"Compliance Demonstration Records" means the records and calculations Chemours shall use to determine each element of each Facility's Compliance Demonstration as set forth in Sections III–VIII of this Appendix, including the underlying basis for any engineering assumptions, provided that such records and calculations (i) accurately reflect conditions during the Compliance Period at the applicable Facility or third-party disposal facility[2] and (ii) provide a reliable basis for determining each element of the Compliance Demonstration. For any of the calculations and control efficiency determinations required by this Appendix with respect to

[2] Records incorporating best engineering estimates, where applicable, may be deemed to accurately reflect Facility or third-party facility conditions.

third-party disposal at facilities to which GenX Compounds are sent for disposal and are permitted by EPA or by states under EPA-approved programs, Chemours may rely on any credible written information, data, and analysis provided by such third-party permitted operator, unless either of the following types of information in Chemours' possession demonstrate that the permitted operators' information, data, or analysis is not reliable or accurate:

a. Information Chemours receives from EPA, the state permitting authority, or the third-party facility; or

b. Information otherwise in Chemours' possession that is:[3]

    i. substantiated by documents, records, or data specific to the conditions at the third-party facility; or

    ii. in peer-reviewed literature relating to the control efficiency of GenX Compounds that is directly applicable to the operations or conditions of the specific disposal method(s) used by the third-party facility.

"Compliance Standard" means the Facility-specific numerical standard, expressed as a percentage, that Chemours must attain at each Facility as set forth in Sections III-VII of this Appendix when performing the Facility-specific Compliance Demonstration. The Compliance Standard is the standard to which Chemours must control releases of GenX Compounds from a Facility's Effluent Process Stream(s) and Point Source Emissions and Fugitive Emissions as required by this Consent Decree.

[3]Information in Chemours' possession that satisfies the parameters of b.i or b.ii does not necessarily *per se* determine that the permitted operator's information is not reliable or accurate. Rather, such information must be considered in light of all information in Chemours' possession that meets the definition of Compliance Demonstration Records, including credible written information provided to Chemours by the permitted operator, to assess whether the information within the parameters of b.i or b.ii demonstrates that the permitted operator's information is not complete, reliable, or accurate.

"Compliance Period" means the annual period during which Chemours completes the Facility-specific Compliance Demonstration as set forth in Sections III–VII of this Appendix. The initial Compliance Period shall begin on the first day of the first month beginning at least sixty days after the Effective Date of this Consent Decree ("Commencement Date") and end twelve months from the Commencement Date. Each subsequent Compliance Period shall begin on the day following the date that the previous Compliance Period ends, and shall end twelve months from the date the Compliance Period begins.

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

"E1" means heptafluoropropyl 1,2,2,2-tetrafluoroethyl ether (Chemical Abstracts Service Registry Number ("CASRN") 3330-15-2).

"Effluent Process Stream" means wastewater, whether treated or untreated, from a process at a Facility where the GenX Compounds are manufactured, processed, or used, including as byproducts. For clarity, it does not include non-contact cooling wastewater, sanitary and blowdown wastewater except to the extent these wastewaters meet the definition of or are commingled with Effluent Process Streams.

"Enhanced LDAR Program" means Chemours' Fayetteville Works's Leak Detection and Repair Program designed and used to identify and repair leaks of compounds, including GenX Compounds, and which is required by Section 2.2 D.1.h of the Fayetteville Works Title V Permit with an effective date of May 13, 2020.

"Facility" means any site in the United States of America where Chemours manufactures, processes, uses, distributes in commerce, or disposes of GenX Compounds.

"Fayetteville Works" means the facility owned or operated by Chemours located at 22828 NC Highway 87 West, Fayetteville, NC 28306.

"Fayetteville Works Title V Permit" means Chemours' Clean Air Act Title V Permit issued by the North Carolina Department of Environmental Quality, Division of Air Quality for Fayetteville Works and with an effective date of May 13, 2020, or any subsequent such permit.

"Fugitive Emissions" has the same definition as is used in 40 C.F.R. §§ 70.2 and 71.2, i.e., those air emissions which could not reasonably pass through a stack, chimney, vent, or other functionally-equivalent opening.

"GenX Compounds" means hexafluoropropylene oxide dimer acid ("HFPO-DA") (CASRN 13252-13-6) and HFPO-DA ammonium salt (CASRN 62037-80-3), which are subject to the TSCA GenX 5(e) Order, as well as hexafluoropropylene oxide dimer acid fluoride ("HFPO-DAF") (CASRN 2062-98-8)[4].

"Leak Detection and Repair" is a work practice designed and used to identify and repair leaks.[5]

"Major Change" means any of the following when associated with the manufacture, processing, or use of GenX Compounds at any Facility: (a) operation of a new process or process line that has or will have GenX Compounds; (b) change in Process Equipment that has or will have GenX Compounds that is not a replacement in kind as defined in 40 C.F.R. § 68.3 and where the change is reasonably likely to increase emissions or discharges of GenX Compounds; (c) alteration of process chemistry that has or will have GenX Compounds where

[4] Although HFPO-DAF is not subject to the TSCA GenX 5(e) Order, it is included in the definition of GenX Compounds because HFPO-DA and its ammonium salt can be formed as an unintended byproduct of HFPO-DAF manufacture, and analytical testing generally does not distinguish HFPO-DAF from HFPO-DA and its ammonium salt.

[5] See https://www.epa.gov/sites/default/files/2014-02/documents/ldarguide.pdf for LDAR best practices.

the change is reasonably likely to increase emissions or discharges of GenX Compounds; or (d) the mass of GenX Compounds manufactured, processed, or used increases by greater than 25% from the previous monitoring event.

"Paragraph" means a portion of this Appendix identified by an Arabic numeral.

"Parlin" means the facility owned or operated by Chemours located at 250 Cheesequake Rd., Parlin, NJ 08859, which, as of the Date of Lodging, is only operated by Chemours.

"Parties" means the United States Environmental Protection Agency and Chemours.

"Point Source" means a stack, chimney, vent, or other functionally-equivalent opening.

"Point Source Emissions" means all air emissions of GenX Compounds from a Point Source.

"Process Equipment" means any process equipment where GenX Compounds are manufactured, processed, used, or disposed at or from any Facility.

"Recordkeeping Requirement" means the requirement in subparagraph III.a.9 of the TSCA GenX 5(e) Order that states: "The Company shall maintain the following records until 5 years after the date they are created and shall make them available for inspection and copying by EPA in accordance with section 11 of TSCA . . . Records documenting compliance with the Control of Effluent & Emissions section of this Order."

"Section" means the portion of this Appendix identified by a Roman numeral.

"TSCA" means the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*

"TSCA GenX 5(e) Order" means the TSCA Section 5(e) Consent Order that EPA issued regarding Premanufacture Notice Numbers P-08-508 and P-08-509.

"Washington Works" means the facility owned or operated by Chemours located at 8480 DuPont Rd., Washington, WV 26181.

II. GENERAL PROVISIONS AND REQUIREMENTS

1. Scope. For purposes of fulfilling Chemours' obligations with respect to each Facility's Compliance Standard, Compliance Demonstration, and Compliance Demonstration Records as set forth in Sections III–VIII of this Appendix, the terms of this Appendix shall apply to any Facility when GenX Compounds are manufactured, processed, or used at such Facility, including when formed as by-products, and to the disposal of such substances.[6] Maintaining the Compliance Demonstration Records consistent with Paragraph 2 shall be deemed the manner in which Chemours shall comply with the requirement in Paragraph III.a.9 of the PMN Consent Order to maintain "[r]ecords documenting compliance with the Control of Effluent & Emissions section" of the PMN Consent Order. Chemours' creation, maintenance, and retention of the Compliance Demonstration Records annually calculating and demonstrating compliance with the 99% Requirement, and consistency with the specific requirements of Paragraphs 2 and 3, shall satisfy the Compliance Standard and the Recordkeeping Provision requirement for the applicable Facility.

2. Commencing on the Effective Date of this Consent Decree and for as long as Chemours manufactures, processes, uses, or disposes of GenX Compounds at any Facility, Chemours shall comply with the Recordkeeping Requirement at each Facility by:

a. Assembling all Compliance Demonstration Records for the most recent Compliance Period within 60 Days following the end of such Compliance Period;

[6] For illustrative purposes, GenX Compounds that may be contained in the following are not subject to the Compliance Standard, Compliance Demonstration and Compliance Demonstration Records provisions if they are present in the following as of the Date of Lodging or, after the Date of Lodging, if they are not accounted for in FAI or are not in an Effluent Process Stream: construction materials; fencing; excavated soils and debris; trees, timber, roots, flora and fauna; spent carbon or treatment media from the residential drinking water program or remediation program, and drinking water supply. However, GenX Compounds that are being manufactured, processed, or used at a Facility and that may be contained in media such as the following are subject to the Compliance Standard, Compliance Demonstration and Compliance Demonstration Records provisions: spent carbon or treatment media from water treatment equipment from Effluent Process Stream(s) or air pollution control devices.

b. Retaining all Compliance Demonstration Records for five years from the end of the applicable Compliance Period; and

c. Complying with the recordkeeping requirements for third-party disposal as set forth in Paragraphs 37.c, 38.c, 39.c, 40.c, 41.d, and 42.c for each Compliance Period.

3. Commencing on the Effective Date of this Consent Decree and for as long as Chemours manufactures, processes, uses, or disposes of GenX Substances at any Facility, Chemours shall demonstrate compliance with the 99% Requirement by:

a. Performing a complete and accurate Compliance Demonstration applicable to each Facility within 60 Days of the end of the most recent Compliance Period;

b. For each Compliance Period, achieving the Compliance Standard applicable to each Facility as set forth in Sections III-VII (including Section VIII, as incorporated by Sections III-VII) and in accordance with the terms of the Facility's applicable Compliance Demonstration provision; and

c. Complying with the Facility-specific Fugitive Emissions provision as set forth in Paragraphs 15, 21, 26, and 32, as applicable.

4. If any Facility fails to achieve the Compliance Standard for the most recent Compliance Period, Chemours shall notify EPA in writing within 15 Days after the end of the time period specified in Paragraph 3.a and shall provide all Compliance Demonstration Records applicable to that Facility for such Compliance Period.

5. Chemours shall perform any calculations conducted as part of any requirement of this Appendix using appropriate and recognized and generally accepted good mathematical and engineering principles, including, at a minimum, to determine each element of each Facility's Compliance Demonstration set forth in Sections III-VII of this Appendix.

6. Changes that are not Major Changes. A change of the type described in parts b ("A change in Process Equipment that is not a replacement in kind as defined in 40 C.F.R. § 68.3") and c ("An alteration of the process chemistry that has or will have GenX Compounds") of the definition of Major Change shall not be deemed a Major Change if such change is not reasonably likely to increase emissions or discharges of GenX Compounds. If Chemours determines that a change described in parts b or c is not reasonably likely to increase emissions or discharges of GenX Compounds, then Chemours shall create, maintain, and, upon request, provide to EPA a written explanation as to its determination, including any documentation supporting the basis for its determination. If EPA disagrees with Chemours' determination, the Parties shall confer in good faith in an effort to resolve the disagreement. If the Parties fail to resolve disagreements within 30 Days of the Parties' conference, Chemours shall invoke the Dispute Resolution procedures set forth in Section IX of this Consent Decree.

7. Unavailability of monitoring data from the applicable Compliance Period. To the extent GenX Compounds monitoring was not performed for a particular Point Source during the applicable Compliance Period, Chemours shall perform the applicable Compliance Demonstration based on the most recent GenX Compounds monitoring results for such Point Source. If operating conditions during the most recent GenX Compounds monitoring event are not representative of the operating conditions during the current Compliance Period, Chemours shall use calculations to adjust the prior monitoring results such that they are representative of the operating conditions and GenX Compounds emissions during the current Compliance Period.

8. Chemours may discontinue monitoring for a particular Point Source only if three consecutive monitoring results demonstrate a consistent mass of GenX Compounds emissions or

validate Chemours' determination of the mass of GenX Compounds emissions from the Point Source, provided that:

a. After any Major Change to a process associated with such Point Source, Chemours shall conduct at least one additional monitoring event for GenX Compounds at such Point Source before the end of the current Compliance Period, or within 120 Days of the start-up of the Major Change, whichever is later. If that monitoring event validates Chemours' determination of the mass of GenX Compounds emissions from that Point Source, Chemours may discontinue monitoring for GenX Compounds at such Point Source. If the monitoring event for such Point Source does not validate Chemours' determination, Chemours may only discontinue monitoring if the results of two additional monitoring events performed in consecutive Compliance Periods at such Point Source demonstrate a consistent mass of GenX Compounds emissions or validate Chemours' determination.

b. If Chemours does not discontinue monitoring for a particular Point Source, Chemours shall use the most recent applicable monitoring data for that Point Source in conducting the Facility-specific Compliance Demonstration as set forth in Sections III–VII of this Appendix.

9. Reporting. For the first three Compliance Periods for each applicable Facility after the Effective Date of the Consent Decree, Chemours shall provide to EPA a copy of the Compliance Demonstration Records for each Facility for which Chemours completed a Compliance Demonstration for that Compliance Period in accordance with Sections III–VIII of this Appendix.

10. For purposes of calculating FAD and FAI for each Facility as set forth in Sections III–VII of this Appendix, Chemours shall calculate the mass of GenX Compounds inlet to air pollution control devices or emitted from any Point Source as follows:

a. Where Chemours has conducted GenX Compounds monitoring (whether pursuant to the Facility-specific requirements in Sections III–VII of this Appendix, a Clean Air Act Title V permit, or otherwise) at a Point Source that is representative of actual GenX Compounds emissions from such Point Source, Chemours shall use such monitoring results to determine FAD and FAI for the Compliance Period.

b. For any modes of operation (e.g., startup, shutdown, or maintenance operations) for which the collected monitoring results for a Point Source are not representative of GenX Compounds emissions during the Compliance Period, Chemours shall use calculations to determine FAD and FAI for the Compliance Period during such modes of operation.

c. The cumulative mass in pounds of GenX Compounds inlet to the air pollution control device associated with a Point Source, if any, (or, where Chemours uses an air treatment Train to treat GenX Compounds, the inlet to the first air pollution control device in a Train), during a Compliance Period, shall be determined by adding the mass in pounds of GenX Compounds inlet to the air pollution control device associated with the Point Source, if any, for that Compliance Period as estimated under Paragraph 10.a and 10.b of this Appendix.

d. The cumulative mass in pounds of GenX Compounds Point Source Emissions during a Compliance Period shall be determined by adding the mass in pounds of such GenX Compounds Point Source Emissions during the applicable Compliance Period as estimated under Paragraph 10.a and 10.b of this Appendix.

11. For purposes of calculating FWD and FWI for each Facility as set forth in Sections III–VII of this Appendix, Chemours shall use the direct measured values of the mass in pounds of GenX Compounds from the most recent applicable water monitoring results, which shall be obtained pursuant to the schedule required by any applicable National Pollution Discharge Elimination System permit or other Clean Water Act requirements for monitoring that are effective. Notwithstanding the foregoing, at a minimum, Chemours must perform water monitoring for GenX Compounds at least once during each Compliance Period at 1) the inlet to any water treatment device at the applicable Facility that receives an Effluent Process Stream and 2) the outlet from any discharge outfall at the Facility to which Chemours sends an Effluent Process Stream.

12. Chemours reserves its rights under Section VI of the TSCA GenX 5(e) Order. Following any modification of the TSCA GenX 5(e) Order, the Parties shall work in good faith to appropriately revise the Compliance Demonstration and, if the Parties are unable to resolve any disagreement on appropriate revisions, the Dispute Resolution provision set forth in Section IX of the Consent Decree shall apply. Pursuant to Section VI of the TSCA GenX 5(e) Order, Chemours may petition the appropriate EPA office to modify the 99% Requirement upon a demonstration that influent concentrations of GenX Compounds have been reduced to such a level that 99% removal is no longer technically feasible. Through this Consent Decree, the United States and EPA's Office of Enforcement and Compliance Assurance do not express any view or position or make any decision regarding the outcome of the review of such a petition by the relevant EPA decision-maker.

III. FAYETTEVILLE WORKS

13. Compliance Demonstration. During each Compliance Period, Chemours shall achieve the Compliance Standard for Fayetteville Works, which must be equal to or greater than 99.5% when the following calculation is performed:

$$100 \times \left(1 - \left(\frac{(FAD + FWD + FWTPR)}{(FAI + FWI + FWSTP)}\right)\right) \geq 99.5\ Percent$$

Chemours shall calculate each of the numerical inputs of this equation as follows:

a. FAD. Chemours shall calculate FAD as follows: Where monitoring of Point Source Emissions is not technically feasible or safe to perform, Chemours shall determine the mass in pounds of GenX Compounds for each Point Source that emits GenX Compounds and in accordance with Paragraph 7 of this Appendix. For all other Point Sources that emit GenX Compounds, Chemours shall determine the mass in pounds of Point Source Emissions by measuring the mass in pounds of GenX Compounds in the outlets from those Point Sources in accordance with Paragraphs 10 and 14 of this Appendix, including in the outlets from the following Point Sources that emit GenX Compounds at Fayetteville Works, which list of such outlets is current and complete as of the Date of Lodging and which shall be updated to the extent additional Point Sources emit GenX Compounds:

i. Outlet from the PPA carbon adsorber (ID No. ACD-A2);

ii. Outlet from the VE-North Indoor Fugitives carbon adsorber (ID No. NCD-Q3);

iii. Outlet from the VE-South Indoor Fugitives carbon adsorber (ID No. NCD-Q4);

iv. Outlet from the Semiworks carbon adsorber (ID No. SCD-SW1); and

v. Outlet from the stack for the thermal oxidizer (ID No. NCD-Q1).

b. FAI. Chemours shall calculate FAI by measuring the mass in pounds of GenX Compounds as follows and in accordance with Paragraphs 10 and 14 of this Appendix:

i. in the inlet to any air pollution control device;

ii. in the inlet to the first air pollution control device where Chemours uses an air pollution control Train to treat GenX Compounds; and

iii. in air emissions sent to any Point Source and that do not enter the inlet of any air pollution control device.

In measuring the mass in pounds of GenX Compounds pursuant to Paragraph 13.b.i-.ii, Chemours shall monitor in the inlets of the following air pollution control devices that treat GenX Compounds at Fayetteville Works, which list of such inlets is current and complete as of the Date of Lodging and which shall be updated to the extent additional air pollution equipment or other Point Sources receive GenX Compounds:

i. Inlet to the PPA carbon adsorber (ID No. ACD-A2)[7];

ii. Inlet to the VE-North Indoor Fugitives carbon adsorber (ID No. NCD-Q3);

iii. Inlet to the VE-South Indoor Fugitives carbon adsorber (ID No. NCD-Q4);

iv. Inlet to the Semiworks carbon adsorber (ID No. SCD-SW1); and

v. Inlet to the thermal oxidizer (ID No. NCD-Q1).

c. FWD. As of the Date of Lodging, Chemours is not discharging any Effluent Process Stream out of Outfall 002. If at any point, Chemours discharges any Effluent

[7] This inlet will be used even though, as of the Date of Lodging, process streams at this Facility are first treated by a scrubber before being sent to the carbon adsorber.

Process Stream from Outfall 002, it shall calculate FWD by measuring the mass in pounds of GenX Compounds released from Outfall 002 in accordance with Paragraph 11 of this Appendix. If Chemours sends an Effluent Process Stream to any other discharge outfall, the mass in pounds of GenX Compounds discharged from such outfall must be included in FWD in accordance with Paragraph 11 of this Appendix.

d. FWI. Chemours shall calculate FWI by measuring the mass in pounds of GenX Compounds as follows and in accordance with Paragraph 11 of this Appendix:

i. at the inlet to any water treatment device that receives Effluent Process Stream(s);

ii. at the inlet to the first water treatment device in a Train where Chemours uses a water treatment Train to treat GenX Compounds in Effluent Process Stream(s); and

iii. in Effluent Process Stream(s) sent to any discharge outfall and that do not enter the inlet of any water treatment device.

e. FWSTP. Chemours shall calculate FWSTP by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

f. FWTPR. Chemours shall calculate FWTPR by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

14. For purposes of calculating FAD and FAI, Chemours shall use direct measured values of GenX Compounds as documented in the most recent applicable air monitoring results as obtained pursuant to the Fayetteville Works Title V Permit, if any. Notwithstanding the requirements of the Fayetteville Works Title V Permit, Chemours must perform air monitoring for GenX Compounds at least once during the Compliance Period, except where such monitoring is not technically feasible or safe to perform.

15. Fugitive Emissions shall not be included in the calculation provided in Paragraph 13 of this Appendix. Chemours shall continue to operate the Enhanced LDAR Program and shall continue to operate the Enhanced LDAR Program required by any subsequent Fayetteville Works Title V Permit. If any Fayetteville Works Title V Permit does not require the Enhanced LDAR Program, or a program that is designed to identify and repair leaks of compounds, including GenX Compounds, to a greater extent than the Enhanced LDAR Program, Chemours shall continue to implement the requirements of the Enhanced LDAR Program as to Fugitive Emissions of GenX Compounds.

IV. WASHINGTON WORKS

16. Compliance Demonstration. During each Compliance Period, Chemours shall achieve the Compliance Standard for Washington Works, which must be equal to or greater than 99.5% when the following calculation is performed:

$$100 \times \left(1 - \left(\frac{(FAD + FWD + FWTPR)}{(WWU - WWP)}\right)\right) \geq 99.5\ Percent^{8}$$

Chemours shall calculate each of the numerical inputs of this equation as follows:

a. FAD. Chemours shall calculate FAD by determining the mass of GenX Compounds in accordance with Paragraphs 10 and 17 of this Appendix. Attachment B of this Appendix is a table showing all forced air Point Sources, which list of such forced air Point Sources is current and complete as of the Date of Lodging and which shall be updated to the extent additional forced air Point Sources emit GenX Compounds.

[8] For clarity, Attachment A to this Appendix is a diagram of the mass balance approach to calculating the denominator of the Washington Works Compliance Demonstration.

b. FWD. Chemours shall calculate FWD by measuring the mass in pounds of GenX Compounds released from any discharge outfall to which Chemours sends an Effluent Process Stream in accordance with Paragraph 11 of this Appendix;

c. FWTPR. Chemours shall calculate FWTPR by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

d. WWP. Chemours shall calculate WWP by measuring the mass in pounds of GenX Compounds in accordance with Paragraph 19 of this Appendix.

e. WWU. Chemours shall calculate WWU by measuring the mass in pounds of GenX Compounds in accordance with Paragraph 18 of this Appendix.

17. For purposes of calculating FAD, Chemours shall use direct measured values of GenX Compounds as documented in the most recent applicable air monitoring results at each Point Source as set forth in Paragraph 17.a–.b of this Appendix, once Chemours obtains those measurements. For the Compliance Period(s) before Chemours obtains direct measured values for such source, it shall determine the mass in pounds of GenX Compounds emissions. For any Point Source for which Chemours will not use direct measured values, it shall use calculations to determine the mass in pounds of GenX Compounds emissions. The following terms shall govern direct measurements of Point Source Emissions:

a. Forced Air Point Sources. To calculate emissions of GenX Compounds, no later than two Calendar Years after the Effective Date, and at least every two Calendar Years thereafter, Chemours shall use direct measured values of GenX Compounds from each forced air Point Source at which such measurements are technically feasible and can be obtained safely. To the extent Chemours monitors emissions of GenX Compounds from such Point Sources more frequently than once every two Calendar Years, Chemours shall use the most recent measured

values of GenX Compounds emissions in performing the Compliance Demonstration for each Compliance Period. Where Chemours asserts that GenX Compounds in Process Equipment are converted fully into E1, Chemours shall perform at least one monitoring event at a forced air Point Source for such Process Equipment within one Calendar Year after the Effective Date in order to detect the presence of GenX Compounds. If any monitoring event(s) for such Point Sources show that GenX Compounds exceed the level of quantitation, Chemours shall continue to perform further monitoring for GenX Compounds at such Point Source in accordance with this Paragraph. If all monitoring event(s) for such Point Sources show that GenX Compounds are below the level of quantitation, Chemours may discontinue monitoring at such Point Sources. Chemours shall document the results of the monitoring of each forced air Point Source for Process Equipment that Chemours is assessing for potential full conversion of GenX Compounds into E1 as well as the results of any subsequent monitoring Chemours performs pursuant to this Paragraph 17.a. Chemours shall submit these monitoring results as part of its reporting obligations pursuant to Paragraph 9.

b. Non-Forced Air Point Sources. No later than during the second Compliance Period, Chemours shall calculate Point Source Emissions from each non-forced air Point Source. No later than during the third Compliance Period, Chemours shall, based on these emissions calculations, prioritize and obtain direct measurements from the top 10% of non-forced air Point Sources (i.e., the non-forced air Point Sources that rank in the top 10% for greatest GenX Compounds emissions based on Chemours' calculations), where such direct measurement is technically feasible and can be safely obtained. Where technically feasible and safe to do so, Chemours shall obtain direct measurements for the remaining non-forced air Point Sources at a rate of 10% per year based on the priority established through its calculations, with

monitoring performed serially (e.g., in Year 1 of monitoring—measure the top 10%; Year 2 of monitoring—measure the top 11-20%, etc.). For each non-forced air Point Source where direct measurements cannot be obtained for technical or safety reasons but where Chemours would otherwise test based on its priority (e.g., a source within the top 10% in Year 1 of monitoring), Chemours shall obtain direct measurements at the non-forced air Point Source with the next highest mass of GenX Compounds releases as determined pursuant to Chemours' calculations. Chemours need not obtain direct measurements where its calculations show that GenX Compounds emissions for a given non-forced air Point Source would be less than 0.5 pounds per year.

i. Following any Major Change to the processes that have or will have GenX Compounds and are associated with a non-forced air Point Source, Chemours shall:

1. update its calculations of the mass in pounds of GenX Compounds releases from each non-forced air Point Source;

2. establish an updated testing priority based on the updated estimate of the mass in pounds of GenX Compounds releases (including adding to the priority any non-forced air Point Source that previously was excluded from testing because it had estimated GenX Compounds emissions of less than 0.5 pounds per year but that has an estimated mass in pounds of GenX Compounds emissions of greater than or equal to 0.5 pounds per year under the updated emissions estimate following the Major Change); and

3. implement such updated testing priority, except that Chemours need not perform monitoring at any non-forced air Point Source that it has already monitored pursuant to the Consent Decree.

18. For purposes of calculating the WWU, Chemours shall add the mass in pounds of GenX Compounds in inventory present at Washington Works at the beginning of the Compliance Period and the mass in pounds of GenX Compounds shipped to Washington Works and received during the Compliance Period, less the inventory of GenX Compounds remaining at Washington Works at the end of the Compliance Period. In calculating WWU, any GenX Compounds in excess of five pounds that, in a single event, were spilled or otherwise not fed into a process that manufactures, processes, or uses GenX Compounds shall be deducted.

19. In calculating WWP, Chemours shall use the Larson Test, and/or Site Method WW 4394 and WW 4395, or other suitable method.

20. Chemours shall complete the air emissions project as set forth in the table below:[9]

Project	**Completion Date**
One common liquid ring compressor will be installed for the PFA Autoclave and Autoclave number 9 that will reduce the venting to atmosphere after the reaction is completed for, respectively, the PFA Autoclave and Autoclave number 9.	May 31, 2027

21. Fugitive Emissions shall not be included in the calculation provided in Paragraph 16 of this Appendix. Within 60 Days of the Effective Date, Chemours shall develop and implement a Leak Detection and Repair program with requirements concerning Fugitive

[9] The air emissions project is described more fully in Chemours' June 18, 2026 submittal to the United States through the JEFS Box platform with file name CBI_Paragraph 20 Projects.pdf.

Emissions of GenX Compounds substantively equivalent to those in the Enhanced LDAR Program.

V. CHAMBERS WORKS

22. To comply with the 99% Requirement with respect to Chambers Works, Chemours shall, in addition to complying with the terms of Paragraphs 3.a and 3.c, achieve the Compliance Standard set forth in Paragraph 24 and in accordance with the terms of the Compliance Demonstration set forth in Paragraph 24 beginning on the third anniversary of the Commencement Date.

23. For purposes of compliance with Paragraphs 2 and 3, Chemours shall only be required to perform the Compliance Demonstration set forth in Paragraph 24 of this Appendix during each Compliance Period when GenX Compounds are manufactured, processed, or used at or disposed of from Chambers Works.

24. Compliance Demonstration. During each Compliance Period, Chemours shall achieve the Compliance Standard for Chambers Works, which must be greater than 99% when the following calculation is performed:

$$100 \times \left(1 - \left(\frac{(FAD + FWD + FWTPR)}{(FAI + FWI + FWSTP)}\right)\right) > 99\ Percent$$

Chemours shall calculate each of the numerical inputs of this equation as follows:

a. FAD. Chemours shall calculate FAD as follows: Where monitoring of Point Source Emissions is not technically feasible or safe to perform, Chemours shall determine the mass in pounds of GenX Compounds for each Point Source that emits GenX Compounds in accordance with Paragraph 7 of this Appendix. For all other Point Sources that emit GenX Compounds, Chemours shall determine the mass in pounds of Point Source Emissions by measuring the mass in pounds of GenX Compounds in the outlets from those Point Sources in

accordance with Paragraphs 10 and 25 of this Appendix, including in the outlets from the following Point Sources that emit GenX Compounds at Chambers Works, which list of such outlets is current as of the Date of Lodging and which shall be updated to the extent additional air pollution control devices or other Point Sources emit GenX Compounds:

a. Stack PT1628 (for the FRD-926 Manufacturing Process); and

b. Stack PT1701 (for the Krytox™ Manufacturing Process).

b. FAI. Chemours shall calculate FAI by determining the mass in pounds of GenX Compounds as follows and in accordance with Paragraph 25 of this Appendix:

a. in the inlet to any air pollution control device;

b. in the inlet to the first air pollution control device where Chemours uses an air pollution control Train to treat GenX Compounds; and

c. in air emissions sent to any Point Source and that do not enter the inlet of any air pollution control device.

In measuring the mass in pounds of GenX Compounds pursuant to Paragraph 24.b.i.-.b.ii Chemours shall monitor at the inlets of the following air pollution control devices that treat GenX Compounds at Chambers Works, which list of such inlets is current and complete as of the Date of Lodging and which shall be updated to the extent additional air pollution control devices or other Point Sources receive GenX Compounds:

i. Carbon adsorber AD-5 (for the FRD-926 Manufacturing Process); and

ii. Carbon adsorber AD-1 (for the Krytox™ Manufacturing Process).

c. FWD. Chemours shall calculate FWD by measuring the mass in pounds of GenX Compounds released from any discharge outfall at Chambers Works to which Chemours

sends an Effluent Process Stream, which is measured at DSN 662A as of the Date of Lodging, and which shall be updated in accordance with Paragraph 11 of this Appendix to the extent additional discharge outfall(s) receive Effluent Process Stream(s).

d. FWI. Chemours shall calculate FWI by measuring the mass in pounds of GenX Compounds as follows and in accordance with Paragraph 11 of this Appendix:

i. at the inlet to any water treatment device that receives Effluent Process Stream(s);

ii. at the inlet to the first water treatment device in a Train where Chemours uses a water treatment Train to treat GenX Compounds in Effluent Process Stream(s); and

iii. in untreated Effluent Process Stream(s) sent to any discharge outfall.

e. FWSTP. Chemours shall calculate FWSTP by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

f. FWTPR. Chemours shall calculate FWTPR by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

25. For purposes of calculating FAD and FAI, Chemours shall use direct measured values of GenX Compounds as documented in the most recent applicable air monitoring results obtained pursuant to any applicable Clean Air Act permit then in effect associated with the Krytox Manufacturing Process and/or FRD-926 Manufacturing Process. Notwithstanding the requirements of any such Clean Air Act permit, Chemours must perform air monitoring for GenX Compounds for the Point Sources and air pollution control device(s) set forth in Paragraph 24.a and .b (including updated lists of Point Sources and control device(s)) at least once during

each Compliance Period in which such process is run, except where not technically feasible or safe to perform.

26. Fugitive Emissions shall not be included in the calculation provided in Paragraph 24 of this Appendix. Within 60 Days of the Effective Date, Chemours shall develop and implement a Leak Detection and Repair program with requirements concerning Fugitive Emissions of GenX Compounds substantively equivalent to those in the Enhanced LDAR Program.

VI. PARLIN

27. Compliance Demonstration. During each Compliance Period, Chemours shall achieve the Compliance Standard for Parlin, which must be greater than 99% when the following calculation is performed:

$$100 \times \left(1 - \left(\frac{(FAD + FWD + FWTPR)}{(FAI + FWI + FWSTP)}\right)\right) > 99\ Percent$$

Chemours shall calculate each of the numerical inputs of this equation as follows:

a. FAD. Chemours shall calculate FAD as follows: Where monitoring of Point Source Emissions is not technically feasible or safe to perform, Chemours shall determine the mass in pounds of GenX Compounds for each Point Source that emits GenX Compounds in accordance with Paragraph 7 of this Appendix. For all other Point Sources that emit GenX Compounds, Chemours shall determine the mass in pounds of Point Source Emissions by determining the mass in pounds of GenX Compounds in the outlets from each Point Source that emits GenX Compounds in accordance with Paragraphs 10 and 28 of this Appendix, including in the outlets from the following Point Sources that emit GenX Compounds at Parlin, which list of such outlets is current and complete as of the Date of Lodging and which shall be updated to the extent additional Point Sources receive GenX Compounds:

i. Thermal convertor stack – PT138;

ii. Heat Treatment Oven #1 – PT133;

iii. Heat Treatment Oven #2 – PT137; and

iv. Sources associated with the release of dust containing GenX Compounds, including but not limited to PT62.

b. FAI. Chemours shall calculate FAI by determining the mass in pounds of GenX Compounds as follows and in accordance with Paragraphs 10 and 28 of this Appendix:

i. in the inlet to any air pollution control device;

ii. in the inlet to the first air pollution control device where Chemours uses an air pollution control Train to treat GenX Compounds; and

iii. in air emissions sent to any Point Source and that do not enter the inlet of any air pollution control device.

In measuring the mass in pounds of GenX Compounds pursuant to 27.b.i.-.ii, Chemours shall monitor at the inlets of the following air pollution control devices that treat GenX Compounds at Parlin, which list of such inlets is current and complete as of the Date of Lodging and which shall be updated to the extent additional air pollution devices or other Point Sources receive GenX Compounds:

i. Spray dryer thermal converter;

ii. Carbon beds CD4001 and CD4002;

iii. T4 dust collector (NJ ID: CD62); and

iv. CT-03 dust collector (PT50 and NJ ID CD50).

c. FWD. Chemours shall calculate FWD by measuring the mass in pounds of GenX Compounds released from any discharge outfall to which Chemours sends an Effluent

Process Stream in accordance with Paragraph 11 of this Appendix. As of the Date of Lodging, there is no such discharge outfall. Chemours shall update the list of such discharge outfalls in accordance with Paragraph 11 of this Appendix to the extent additional discharge outfall(s) receive Effluent Process Stream(s).

d. FWI. Chemours shall calculate FWI by measuring the mass in pounds of GenX Compounds at the following and in accordance with Paragraph 11 of this Appendix:

i. the inlet to any water treatment device that receives Effluent Process Stream(s);

ii. the inlet to the first water treatment device in a train where Chemours uses a water treatment Train to treat GenX Compounds in Effluent Process Stream(s); and

iii. untreated Effluent Process Stream(s) sent to any discharge outfall.

e. FWSTP. Chemours shall calculate FWSTP by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

f. FWTPR. Chemours shall calculate FWTPR by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

28. For purposes of calculating FAD and FAI, Chemours shall use direct measured values of GenX Compounds as documented in the most recent applicable monitoring results, taken at least once each Compliance Period and, if applicable, as obtained pursuant to any applicable Clean Air Act permit then in effect 1) at the inlets to any air pollution control device receiving GenX Compounds or, if Chemours uses an air treatment Train to treat GenX Compounds, the inlet to the first air pollution control device in a Train, and 2) in the outlets

exiting the treatment Train that emit GenX Compounds or in the outlets from any Point Source that emits GenX Compounds, provided that for Heat Treatment Ovens #1 or Oven #2:

a. Direct measurements of either may be used for the other; and

b. If Chemours makes a Major Change with respect to either Heat Treatment Ovens #1 or #2, then Chemours shall use direct measurements of the outlets from each of the air pollution control devices for Heat Treatment Ovens #1 and #2, taken at least once each Compliance Period, in the calculation of FAD, and direct measurements of the inlets of each of the air pollution control devices for Heat Treatment Ovens #1 and #2, taken at least once each Compliance Period, in the calculation of FAI, except if such measurement is not feasible, then Chemours may use calculations to estimate the mass in pounds of GenX Compounds inlet to an air pollution control device.

For purposes of determining the mass in pounds of GenX Compounds that enters the T4 dust collector (NJ ID: CD62) and the amount of GenX Compounds released in dust (including, but not limited to, GenX Compounds released from PT62), Chemours may use calculations only. If Chemours determines that no GenX Compounds are present in dust that enters the T4 dust collector and/or that no GenX Compounds are released in dust, it shall document in writing the basis for its determination, including supporting calculations or other relevant records.

VII. OTHER FACILITIES

29. Notification. In the event that Chemours commences or re-commences manufacturing, processing, or use of GenX Compounds or disposes of GenX Compounds at or from any Facility that is not set forth in Sections III–VI of this Appendix, Chemours shall notify EPA in writing within 90 Days of the commencement (or re-commencement) of such operations.

30. Compliance Demonstration. During each Compliance Period, Chemours shall achieve the Compliance Standard for any other Facility, which must be greater than 99% when the following calculation is performed:

$$100 \times \left(1 - \left(\frac{(FAD + FWD + FWTPR)}{(FAI + FWI + FWSTP)}\right)\right) > 99\ Percent$$

Chemours shall calculate each of the numerical inputs of this equation as follows:

a. FAD. Chemours shall calculate FAD as follows: Where monitoring of Point Source Emissions is not technically feasible or safe to perform, Chemours shall determine the mass in pounds of GenX Compounds for each Point Source that emits GenX Compounds in accordance with Paragraph 7 of this Appendix. For all other Point Sources that emit GenX Compounds, Chemours shall determine the mass in pounds of Point Source Emissions by measuring the mass in pounds of GenX Compounds in the outlets from each Point Source that emits GenX Compounds in accordance with Paragraphs 10 and 31 of this Appendix.

b. FAI. Chemours shall calculate FAI by measuring the mass in pounds of GenX Compounds as follows and in accordance with Paragraph 31 of this Appendix:

i. in the inlet to any air pollution control device;

ii. in the inlet to the first air pollution control device where Chemours uses an air pollution control Train to treat GenX Compounds; and

iii. in air emissions sent to any Point Source and that do not enter the inlet of any air pollution control device.

c. FWD. Chemours shall calculate FWD by determining the mass in pounds of GenX Compounds released from any discharge outfall to which Chemours sends an Effluent Process Stream in accordance with Paragraph 11 of this Appendix.

d. FWI. Chemours shall calculate FWI by measuring the mass in pounds of GenX Compounds as follows and in accordance with Paragraph 11 of this Appendix:

i. at the inlet to any water treatment device that receives Effluent Process Stream(s);

ii. at the inlet to the first water treatment device in a Train where Chemours uses a water treatment Train to treat GenX Compounds in Effluent Process Stream(s); and

iii. in untreated Effluent Process Stream(s) sent to any discharge outfall.

e. FWSTP. Chemours shall calculate FWSTP by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

f. FWTPR. Chemours shall calculate FWTPR by determining the mass in pounds of GenX Compounds in accordance with Section VIII of this Appendix, as applicable.

31. For purposes of calculating FAD and FAI, Chemours shall use direct measured values of GenX Compounds as documented in the most recent applicable monitoring results, as obtained pursuant to any applicable Clean Air Act permit then in effect. Notwithstanding the requirements of any applicable Clean Air Act permit, Chemours must perform air monitoring for GenX Compounds at least once during the Compliance Period, except where not technically feasible or safe to perform.

32. Fugitive Emissions shall not be included in the calculation provided in Paragraph 30 of this Appendix. Prior to commencing or re-commencing manufacturing, processing, use or disposal of GenX Compounds, Chemours shall develop and implement a Leak Detection and

Repair program with requirements concerning Fugitive Emissions of GenX Compounds substantively equivalent to those in the Enhanced LDAR Program.

VIII. THIRD-PARTY DISPOSAL

33. For any Facility, the terms of this Section apply to any Compliance Period in which Chemours sends GenX Compounds to a third party for disposal.

34. Chemours shall calculate FWTPR and FWSTP for the Compliance Demonstration as set forth in Sections III–VII of this Appendix and document compliance with the corresponding Recordkeeping Requirement for each Facility in accordance with Paragraphs 37–47 of this Appendix for all GenX Compounds disposed of by a third party that receives GenX Compounds sent by Chemours for disposal.[10]

35. For each Facility that sends GenX Compounds to any third party for disposal, Chemours shall determine, respectively, the overall FWTPR and FWSTP for any Compliance Period by adding the contributions to those terms as calculated, as applicable, under Paragraphs 37-42 and any other third-party disposal method consistent with Paragraph 43.

36. FWTPR for any applicable Facility during any Compliance Period shall be the total mass in pounds of GenX Compounds that will be released from disposal management of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to any third-party for disposal during the Compliance Period.[11] Except as provided in Paragraph 38.b of

[10] The Parties recognize that there may not currently be records available as to the control efficiency of third-party disposal facilities that are specific to GenX Compounds. The U.S. agrees that currently available records concerning an applicable Facility's control efficiencies can meet the definition of Compliance Demonstration Records and be relied upon by Chemours to support the Compliance Demonstration even where those records are not specific to GenX Compounds.

[11] Diagrams showing how to calculate FWTPR for various methods of disposal are depicted in Attachment C of this Appendix. Use of other reasonable engineering estimates in accordance with Paragraph 5, including EPA-approved modeling techniques for estimating releases from Subtitle C landfills, may also be used to calculate FWTPR.

this Appendix, Chemours shall calculate FWTPR for any applicable Facility for any Compliance Period using the following equation:

$$\text{FWTPR} = \begin{array}{c}\text{(Total mass in pounds of GenX Compounds sent to third-party disposal facility during the applicable Compliance Period)}\end{array} \times \begin{array}{c}\text{(1 – GenX Compounds control efficiency)}\end{array}$$

Where "GenX Compounds control efficiency" is the control efficiency of GenX Compounds achieved by the method of disposal used by the third party as determined in accordance with Paragraphs 37.b, 39.b, 40.b, 41.a, and 42.b of this Appendix, as applicable.

37. Underground Injection Wells.

a. Calculation of FWSTP. Chemours shall calculate the applicable Facility's FWSTP for the Compliance Period for GenX Compounds that are injected into a UIC permitted Class I non-hazardous industrial or hazardous waste underground injection well by determining the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to any third-party UIC permitted Class I non-hazardous industrial or hazardous waste underground injection well during the Compliance Period.

b. Calculation of FWTPR. Chemours shall calculate the applicable Facility's FWTPR for the Compliance Period in accordance with Paragraph 36 and such calculation shall be based on the GenX Compounds control efficiency of the third-party UIC permitted Class I non-hazardous industrial or hazardous waste underground injection well as determined in accordance with the records maintained pursuant to Paragraph 37.c.ii of this Appendix.

c. Recordkeeping. Chemours shall comply with the Recordkeeping Requirement by retaining for at least five years from the date of each instance GenX Compounds are sent from a Facility to a third party for underground injection into a UIC Class I non-

hazardous industrial or hazardous waste injection well and, upon request, provide EPA with the following records:

i. As applicable, a copy of the third-party underground disposal facility's Class I RCRA permit; and

ii. Records documenting the basis for Chemours' determination of the GenX Compounds control efficiency of the third-party underground injection site as set forth in Paragraph 37.b of this Appendix. Examples of such records could include, but are not limited to, leak detection data, studies of UIC permitted Class I underground injection wells, scientific publications, other relevant studies or research, or EPA guidance, including guidance related to minimum criteria for approval of Class I injection permits (though guidance related to minimum criteria for permit approval is not *per se* sufficient to determine the quantity of GenX Compounds released, if any, from UIC permitted Class I underground injection wells). Subject to the definition of Compliance Demonstration Records, a petition approved (and not subsequently revoked, or disapproved, or otherwise invalidated) by the Director under 40 C.F.R. Part 148, Subpart C that includes a demonstration with respect to fluid movement under 40 C.F.R. § 148.20(a)(1)(i) shall independently support a determination of no release of GenX Compounds from the third-party UIC.

38. RCRA Subtitle C Landfills.

a. Calculation of FWSTP. Chemours shall calculate the applicable Facility's FWSTP for the Compliance Period for GenX Compounds that are sent to RCRA Subtitle C permitted waste landfills by determining the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to any third-party RCRA Subtitle C permitted waste landfill during the Compliance Period.

b. Calculation of FWTPR. Chemours shall calculate the applicable Facility's FWTPR for the Compliance Period based on the GenX Compounds control efficiency of the third-party landfill as calculated using the following equation:

FWTPR	=	(Total mass of GenX Compounds in leachate that is not collected and is released directly from the landfill of the GenX Compounds sent during the Compliance Period)	+	(Total mass of GenX Compounds in leachate that is collected and released after management or treatment of the GenX Compounds sent during the Compliance Period)

Chemours shall calculate each of the numerical inputs of this equation as follows:

i. The "mass of GenX Compounds in leachate that is not collected and is released directly from the landfill" shall be calculated as follows:

(Mass of GenX Compounds sent to third-party landfill during the Compliance Period)	x	(1, i.e., the assumed fraction of GenX Compounds sent to third-party landfill during the Compliance Period that partition to leachate during that Period)	x	(1 − Overall GenX Compounds collection efficiency of double-liner system)

ii. The "Total mass of GenX Compounds in leachate that is collected and released after management or treatment" shall be calculated as follows:

(Total mass of GenX Compounds sent to third-party landfill during that Compliance Period)	x	(1, i.e., the assumed fraction of GenX Compounds sent to third-party landfill during the Compliance Period that partition to leachate during that Period)	x	(Overall GenX Compounds collection efficiency of double-liner system)	x	(1 − Control efficiency of GenX Compounds in collected leachate)

c. Recordkeeping. Chemours shall comply with the Recordkeeping Requirement by retaining for at least five years from the date of each instance GenX Compounds

are sent from a Facility to a third party for disposal in a RCRA Subtitle C permitted landfill and, upon request, provide EPA with the following records:

i. A copy of the third-party landfill's RCRA Subtitle C permit;

ii. Records documenting the basis for Chemours' determination of the overall GenX Compounds collection efficiency of a landfill's leachate collection system that will be used to calculate the equation set forth in Paragraph 37.b of this Appendix. Examples of such records offered in support of the collection efficiency could include, but are not limited to, leak detection or other third-party landfill operator supplied data, studies of RCRA permitted Subtitle C landfills, scientific publications, other relevant studies or research, or EPA guidance;

iii. Records documenting the basis for Chemours' determination of the overall control efficiency of GenX Compounds in collected leachate, including, but not limited to, records of the GenX Compounds disposal method(s) used by third-party landfill operators or third parties to which the operators send leachate for disposal and records of the overall GenX Compounds control efficiency achieved by such disposal method(s). Specifically:

1. For any third-party disposal method set forth in Section VIII of this Appendix, records documenting compliance with all requirements set forth in the Paragraph under Section VIII of this Appendix pertaining to that disposal method to determine its control efficiency and the records documenting the basis for such control efficiency. For example, if the collected leachate is sent to a UIC permitted Class I non-hazardous industrial or hazardous waste injection well, Chemours shall determine the control efficiency and maintain records in accordance with the terms in Paragraph 37 of this Appendix.

2. For any third-party disposal method that is not set forth in Section VIII of this Appendix, the terms of Paragraph 44 of this Appendix shall apply.

3. If the third-party landfill applies multiple disposal methods to GenX Compounds in collected leachate and the quantity of such GenX Compounds subject to a particular disposal method cannot be determined, records documenting the basis of the control efficiency of GenX Compounds in collected leachate shall be based solely on the least efficient disposal method (i.e., the disposal method that results in the greatest quantity of releases of GenX Compounds).

iv. As an alternative to maintaining the records set forth in Paragraph 38.c.iii of this Appendix, Chemours may document the basis for its determination of the overall control efficiency of GenX Compounds in collected leachate based solely on the least efficient disposal method for collected leachate available to a RCRA Subtitle C permitted hazardous waste landfill and explain in writing the basis for its determination that such method is the least efficient. Examples of records offered in support of the control efficiency could include, but are not limited to, studies by third-party landfill operators, studies by Chemours, published studies or research, or data from EPA guidance.

39. RCRA Subtitle D Landfills.

a. Calculation of FWSTP. Chemours shall calculate the applicable Facility's FWSTP for the Compliance Period for GenX Compounds that are sent to RCRA Subtitle D permitted waste landfills by determining the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to the applicable RCRA Subtitle D permitted landfill during the Compliance Period.

b. Calculation of FWTPR. Chemours shall calculate the applicable Facility's FWTPR for the Compliance Period in accordance with Paragraph 36 and such calculation shall be based on the GenX Compounds control efficiency of the RCRA Subtitle D permitted landfill,

which shall be assumed as 0%, i.e., the entire mass of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to any third-party for disposal at a RCRA Subtitle D permitted landfill during the Compliance Period shall also be the mass used for FWTPR unless modified pursuant to Paragraph 44 of this Appendix.

c. Recordkeeping. Chemours shall comply with the Recordkeeping Requirement by retaining for at least five years from the date of each instance GenX Compounds are sent from a Facility to a third party for disposal in a RCRA Subtitle D permitted waste landfill and, upon request, provide EPA with a copy of the third-party landfill's RCRA Subtitle D permit.

40. RCRA Subtitle C Incineration.

a. Calculation of FWSTP. Chemours shall calculate the applicable Facility's FWSTP for the Compliance Period for GenX Compounds manufactured, processed, or used at the applicable Facility and sent to third-party hazardous waste incinerators permitted under RCRA Subtitle C by determining the mass in pounds of GenX Compounds sent to such third-party incinerator during the Compliance Period.

b. Calculation of FWTPR. Chemours shall calculate the applicable Facility's FWTPR for the Compliance Period in accordance with Paragraph 36 and such calculation shall be based on the GenX Compounds control efficiency of the third-party hazardous waste incinerators permitted under RCRA Subtitle C as determined in accordance with the records maintained pursuant to Paragraph 40.c.ii of this Appendix.

c. Recordkeeping. Chemours shall comply with the Recordkeeping Requirement by retaining for at least five years from the date of each instance GenX Compounds are sent from a Facility to a third party for incineration by a hazardous waste incinerator

permitted under RCRA Subtitle C and, upon request, provide EPA with a copy of the following records:

i. A copy of the third-party incinerator's Subtitle C RCRA permit; and

ii. Records documenting the basis for Chemours' determination of the GenX Compounds control efficiency of the third-party incinerator required under Paragraph 40.b of this Appendix. Examples of such records include, but are not limited to, stack test data, studies of RCRA permitted Subtitle C hazardous waste incinerators, scientific publications, other relevant studies or research, or EPA guidance. Alternatively, Chemours may document the basis for Chemours' determination of the GenX Compounds control efficiency of the third-party incinerator as set forth in Paragraph 40.b by implementing the calculation set forth in Paragraph 41.b of this Appendix and maintaining the corresponding records in accordance with Paragraph 41.d of this Appendix.

41. Thermal treatment other than as permitted under RCRA Subtitle C.

a. Calculation of FWSTP. Chemours shall calculate the applicable Facility's FWSTP for the Compliance Period for GenX Compounds that are sent to third-party thermal treatment units that are not permitted under RCRA Subtitle C by determining the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to a third-party for disposal in a thermal treatment unit not permitted under RCRA Subtitle C during the Compliance Period.

b. Calculation of FWTPR. Chemours shall calculate the applicable Facility's FWTPR for the Compliance Period in accordance with Paragraph 36 and such calculation shall be based on the GenX Compounds control efficiency of the third-party thermal treatment unit not

permitted under RCRA Subtitle C as determined in accordance with the records maintained pursuant to Paragraph 41.d of this Appendix.

c. Alternatively, the "control efficiency" for purposes of calculating the applicable Facility's FWTPR shall be assumed as 0%, i.e., the entire mass of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to any third-party for thermal treatment other than as permitted under RCRA Subtitle C shall also be the mass of GenX Compounds used for the applicable Facility's FWTPR, except for as provided by Paragraph 44 of this Appendix.

d. Recordkeeping. Chemours shall comply with the Recordkeeping Requirement by retaining for at least five years from the date of each instance GenX Compounds are sent from a Facility to a third party for thermal treatment at a facility that is not permitted under RCRA Subtitle C and, upon request, provide EPA with a copy of the following records:

i. Records demonstrating that the third-party treatment unit operates at no less than 750 degrees Celsius;

ii. The names and permitting information for each facility to which Chemours sent its GenX Compounds for thermal treatment during each Compliance Period;

iii. Records documenting the basis for Chemours' determination of the GenX Compounds control efficiency achieved by the thirdparty facility when using its thermal treatment method (e.g., rotary kiln, cement kilns, etc.) and applying the specified treatment conditions when thermally treating GenX Compounds (i.e., temperature and residence time); and

iv. Written agreement from the third party to Chemours that the third party will thermally treat GenX Compounds using the thermal treatment conditions identified in the information provided under Paragraph 41.d.iii of this Appendix.

42. Wastewater Treatment.

a. Calculation of FWSTP. Chemours shall calculate the applicable Facility's FWSTP for the Compliance Period for GenX Compounds that are sent to third-party wastewater treatment facilities by determining the mass in pounds of GenX Compounds manufactured, processed, or used at the applicable Facility and sent to any third-party wastewater treatment facility during the Compliance Period.

b. Calculation of FWTPR. Chemours shall calculate the applicable Facility's FWTPR for the Compliance Period in accordance with Paragraph 36 and such calculation shall be based on the GenX Compounds control efficiency of the wastewater treatment facility as determined in accordance with the records maintained pursuant to Paragraph 42.c of this Appendix.

c. Recordkeeping. Chemours shall comply with the Recordkeeping Requirement by retaining for at least five years from the date of each instance GenX Compounds are sent from a Facility to a third-party wastewater treatment facility, and, upon request, provide EPA with a copy of records demonstrating the control efficiency (expressed as a percentage) of GenX Compounds achieved by the third party using its current water treatment method(s).

43. Chemours may utilize methods of third-party disposal other than those set forth in Paragraphs 37–42 of this Appendix, provided that within 30 Days of sending GenX Compounds to a third party for a method of disposal not set forth in Paragraphs 37–42 of this Appendix, Chemours shall:

a. Notify EPA of such sending of GenX Compounds for disposal; and

b. Propose to EPA for approval whether and, if so, how to, in the Compliance Demonstration for the applicable Facility as set forth in Sections III–VII of this Appendix,

appropriately account for the quantity of GenX Compounds disposed and released under the new method(s) in the Facility-specific FWSTP and FWTPR, as applicable. Chemours' proposal shall include the appropriate control efficiency for the new method(s) of disposal, including supporting records. EPA shall review and respond to the proposal within 30 Days. If EPA does not respond to Chemours within 30 Days, the proposal shall be deemed approved by EPA. If EPA responds to Chemours within 30 Days and during that period does not approve the proposal, the Parties shall consult in good faith to resolve the dispute. If the Parties are unable to resolve the dispute within 30 Days of good-faith consultations, the Parties agree to resolve the dispute through Dispute Resolution pursuant to Section IX of the Consent Decree. Unless and until there is agreement on the control efficiency of the new disposal method, such method shall be assumed to have the control efficiency proposed and documented by Chemours. If Dispute Resolution pursuant to Section IX of the Consent Decree results in a measure of the control efficiency different than that proposed by Chemours, Chemours shall prospectively and retroactively apply the final control efficiency to all GenX Compounds from manufacturing, processing, or use operations sent to the relevant disposal method(s), subject to Paragraph 44 of this Appendix.

44. If Chemours or EPA becomes aware of information, including but not limited to relevant EPA guidance, that could change the Compliance Demonstration, either Party may propose to appropriately change the Compliance Demonstration with respect to third-party disposal on a prospective basis. If the Party that receives the proposed change to the Compliance Demonstration does not approve of the proposal within 30 Days, the Parties shall consult in good faith to resolve the dispute. If the parties are unable to resolve within 30 Days of good-faith consultations, the Parties agree to resolve the dispute through Dispute Resolution pursuant to Section IX of the Consent Decree.

45. For all methods of third-party disposal set forth in Paragraphs 33-42 and any other third-party disposal method consistent with Paragraph 43 of this Appendix, Chemours must include in FWSTP for the associated Facility, as applicable, the mass in pounds of GenX Compounds from manufacturing, processing, or use operations sent to a third party for disposal, provided such mass in pounds of GenX Compounds is not concurrently included in the denominator of such Facility (e.g., as part of a quantity of GenX Compounds inlet to the Facility's pollution control equipment). Accordingly, the mass in pounds of GenX Compounds sent to a third-party for disposal may be included in the denominator only once, for example, either as part of the mass in pounds of GenX Compounds (a) inlet to the applicable Facility's pollution control equipment or (b) sent to a third-party disposal facility. Notwithstanding the foregoing, in determining FWTPR for any method of third-party disposal, Chemours shall use as the total mass of GenX Compounds the actual mass in pounds of GenX Compounds sent for third-party disposal.

46. For all methods of third-party disposal set forth in Paragraphs 33-42 and any other third-party disposal method consistent with Paragraph 43 of this Appendix, Chemours shall send material containing GenX Compounds to third parties in sealed containers and handle such material in a manner that mitigates to the maximum extent practicable releases (e.g., air emissions, leaks) of GenX Compounds during storage and transfer.

47. For all methods of third-party disposal set forth in Paragraphs 33-42 and any other third-party disposal method consistent with Paragraph 43 of this Appendix, Chemours shall comply with the Recordkeeping Requirement by retaining for at least five years from the date of each instance GenX Compounds are sent from a Facility records demonstrating that Chemours sent such GenX Compounds from manufacturing, processing, or use operations in sealed

containers and handled such materials in a manner that mitigates to the maximum extent practicable releases of GenX Compounds during storage and transfer and, upon request, provide EPA with a copy of such records.

Attachment A to Appendix B

Attachment A to Appendix B (Terms for Compliance with the TSCA GenX 5(e) Order)

United States' Illustration of the Mass Balance Approach to Calculate the Denominator of the Washington Works Compliance Demonstration Equation

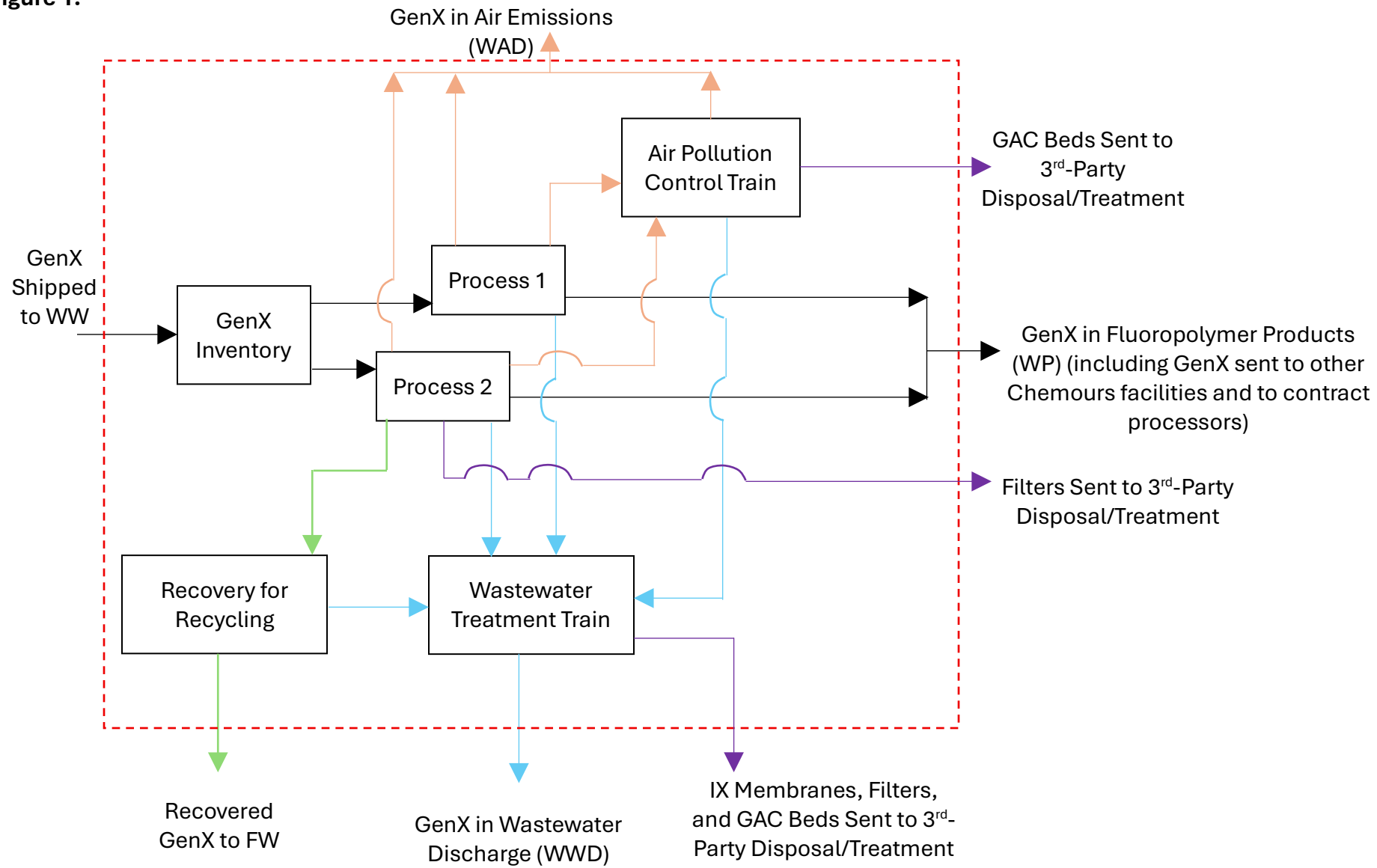
The Control provision of the TSCA 5(e) Order requires the "recover and capture (destroy) or recycle the PMN substances at an overall efficiency of 99% from all the effluent process streams and the air emissions (point source and fugitive)." To calculate control efficiency, we must know the basis on which efficiency is to be calculated. This basis informs the denominator of the efficiency equation.

The Order requires the control of GenX Compounds from all "effluent process streams" and "air emissions (point source and fugitive)". Therefore, "effluent process streams" and "air emissions" must form the basis, i.e., the denominator, of the efficiency calculation. The general form of the efficiency equation is shown in Equation 1:

Equation 1:

$$Control\ Efficiency\ (\%) = \frac{GenX\ Recovered\ and\ Captured\ (Destroyed)\ or\ Recycled}{GenX\ in\ Effluent\ Process\ Streams\ and\ Air\ Emissions} \times 100$$

Figure 1:


GenX in Air Emissions (WAD)
Air Pollution Control Train
GAC Beds Sent to 3rd-Party Disposal/Treatment
GenX Shipped to WW
GenX Inventory
Process 1
Process 2
GenX in Fluoropolymer Products (WP) (including GenX sent to other Chemours facilities and to contract processors)
Filters Sent to 3rd-Party Disposal/Treatment
Recovery for Recycling
Wastewater Treatment Train
Recovered GenX to FW
GenX in Wastewater Discharge (WWD)
IX Membranes, Filters, and GAC Beds Sent to 3rd-Party Disposal/Treatment

Legend for Figure 1:

Black arrows: Process streams of GenX (e.g., GenX arriving at the site, fed into processes, residual in fluoropolymer products)

Orange arrows: Air emissions, including GenX sent to air pollution control devices

Blue arrows: Effluent process streams of GenX to and from wastewater treatment

Green arrows: Effluent process streams of GenX to recovery for recycling

Purple arrows: GenX captured from effluent process streams sent to third-party disposal or treatment

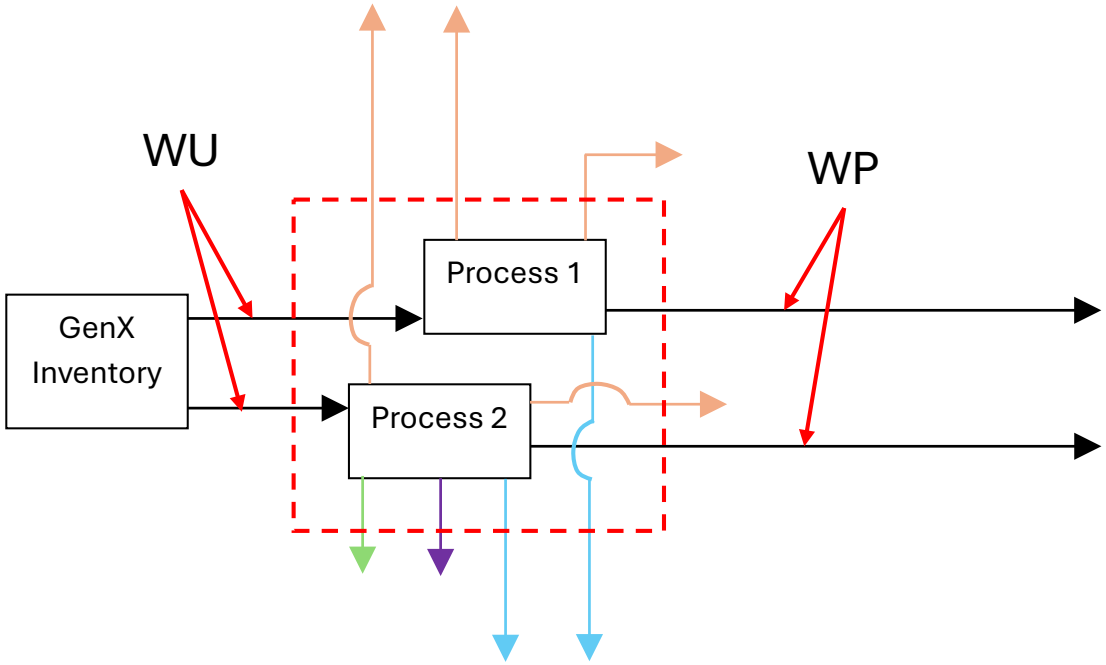


Figure 2. Mass balance of GenX streams into and from the GenX-using processes.

In Figure 2, WU represents the amount of GenX fed into the processes and WP represents the amount of GenX exiting the processes as residual in fluoropolymer products. As shown in Figure 2, WU minus WP equals the amount of GenX exiting the processes via the orange, blue, green, and purple streams inlet to control devices or directly into the environment without control. In other words, WU minus WP equals all GenX in effluent process streams and air emissions. Thus, WU minus WP (where WP includes GenX in all products, including GenX sent to other Chemours facilities) is the proper denominator for a mass balance approach to calculating compliance at Washington Works with the 5(e) Order's Control provision.

Attachment B to Appendix B

Attachment B to Appendix B (Terms for Compliance with the TSCA GenX 5(e) Order)

Inventory of Washington Works Forced Air Point Sources Associated with Processes that Contain GenX Compounds

Area	"Forced Air Point Source" ID	"Forced Air Point Source" Name	Pursuant to Paragraph 16.a of Appendix B, whether direct measured values of GenX Compounds from are technically feasible and can be safely obtained and, if not, why.	Whether Chemours asserts as of the Date of Lodging that the Forced Air Point Source is one where GenX Compounds in Process Equipment are converted fully into E1
PFA	C1FQE	PFA Autoclave	No - unsafe to peform monitoring	No
PFA	C1GDE	L1 Stab Tank	Yes	No
PFA	C1GFE	Pannevis Filter Vac. Pump	Yes	No
PFA	C1NPE	Amm. Carb. Recovery	Yes	No
PFA	C1FSE	L1 Dryer	Yes	No
PFA	C1FVE	L1 Extruder Vent	Yes	Yes
PFA	C1NHE	L2 Pelletizers	Yes	No
PFA	C1NGE	L2 Decanter	Yes	No
PFA	C1PCE	L2 Belt Filter	Yes	No
PFA	C1PGE	L2 Dryer	Yes	No
PFA	C1PNE	L2 Extruder Vent	Yes	Yes
FEP	C2EJE	Polykettle #2	No - unsafe to peform monitoring	No
FEP	C2EFE	Polykettle #3	No - unsafe to peform monitoring	No
FEP	C2DKE	Coagulator #2	Yes	No
FEP	C2EGE	Line 3 Coagulators	Yes	No
FEP	C2DAE	IX Feed and Stab Tanks	Yes	No
FEP	N/A	Wet Finishing Bag Filter	Yes	No
FEP	C2DTE	Dryers 2&3 Exhaust	Yes	No
FEP	C2ERE	Extruder Vent	Yes	Yes
PTFE Granular	T5HCE	Polykettle #4	No - unsafe to peform monitoring	No
PTFE Granular	T5HDE	Polykettle #5	No - unsafe to peform monitoring	No
PTFE Granular	T5HIE	Dryer	Yes	No
PTFE Granular	T5HGE	Dryer	Yes	No
PTFE	T6IBE	Autoclave 6 Vacuum Jet	No - unsafe to peform monitoring	No

Area	"Forced Air Point Source" ID	"Forced Air Point Source" Name	Pursuant to Paragraph 16.a of Appendix B, whether direct measured values of GenX Compounds from are technically feasible and can be safely obtained and, if not, why.	Whether Chemours asserts as of the Date of Lodging that the Forced Air Point Source is one where GenX Compounds in Process Equipment are converted fully into E1
PTFE	T6ICE	Autoclave 7 Vacuum Jet	No - unsafe to peform monitoring	No
PTFE	T6IDE	Autoclave 8 Vacuum Jet	No - unsafe to peform monitoring	No
PTFE	T6IUE	Autoclave 9 Vacuum Jet	No - unsafe to peform monitoring	No
PTFE	T6SJE	Waste Wax Decanter	Yes	No
PTFE	T6PGE (T6QG or T6QH)	IX and Stab Tanks	Yes	No
PTFE	T6ICZE	PTFE Dryer Vents	Yes	No
PTFE	T6IXE	Dryer Cooling Zone	Yes	No
PFA	C1EYE	L1 Gala Dryer	Yes	Yes
PFA	C1POE	L2 Gala Dryer [Permit calls it a Pellet dryer]	Yes	Yes
FEP	C2EBE	L4 Extruder and Gala Dryer	Yes	Yes
FEP	C2KDE	L3 Gala Dryer	Yes	Yes

Attachment C to Appendix B

Attachment C to Appendix B (Terms for Compliance with the TSCA GenX 5(e) Order)

Two Illustrations Regarding Incorporating Third-Party Disposal into the Compliance Demonstration

Illustration A: Incorporating RCRA Subtitle C Landfills into the Compliance Demonstration

Paragraph 38 of Appendix B applies to third-party disposal via RCRA Subtitle C landfills. The following are two illustrative examples regarding how to incorporate third-party disposal via a single third-party RCRA Subtitle C landfill for a single Facility into the Compliance Demonstration for a single Compliance Period.

The quantities of and control efficiencies relating to GenX Compounds contained in the examples below are for illustrative purposes only.

All terms used herein that are defined in Appendix B have the meanings assigned therein.

1. Determination of FWSTP

Facility Y has a process that generates process wastewater that contains 1,000 lb of GenX Compounds. Therefore, the contribution to FWI is 1,000 lb. This process wastewater is sent to an on-site treatment process with 90% destruction efficiency with respect to GenX Compounds. Thus, 90% (900 lb) of the GenX Compounds waste is successfully destroyed. The remaining dewatered solid wastes, containing 10% (100 lb) of the GenX Compounds, are sent to a third-party landfill (see Figure 1).

Because the 100 lb of GenX Compounds waste within the dewatered solids is already accounted for as a contribution to FWI, this quantity of GenX Compounds waste is not also a contribution to the FWSTP. See Appendix B, Section I, Definition of FWSTP.

2. Determination of FWTPR

Following on-site treatment at Facility Y, the remaining waste that contains GenX Compounds is sent to a third-party RCRA Subtitle C landfill. From the landfill waste matrix, Chemours will assume 100% of the GenX Compounds partition into the landfill leachate pursuant to Paragraph 38.b. The leachate migrates downward through the landfill and into the double liner system. A portion of the leachate, which contains GenX Compounds, is collected by the double liner system. The remainder of the leachate passes through the double liner system and enters the environment.

In this illustrative example, the leachate collected by the double liner system and that contains GenX Compounds is sent into an on-site leachate treatment process. A portion of the GenX Compounds is treated by the on-site leachate treatment process and the

remainder, if any, is released into the environment. Below are examples of on-site leachate treatment processes.

FWTPR is calculated per Paragraph 38.b of Appendix B (see Equation 1 below).

Equation 1:

FWTPR	=	(Total mass of GenX Compounds in leachate that is not collected and is released directly from the landfill of the GenX Compounds sent during the Compliance Period)	+	(Total mass of GenX Compounds in leachate that is collected and released after management or treatment of the GenX Compounds sent during the Compliance Period)

2.1. Example 1

The wastes containing 100 lb of GenX Compounds are added to the landfill. In this illustrative example, the following assumptions are used (see Figure 2).

From this waste matrix, Chemours will assume 100% of the GenX Compounds (100 lb) partition into the landfill leachate pursuant to Paragraph 38.b. The leachate migrates downward through the landfill and into the double liner system. The double liner system has a collection efficiency of 99.96%. Therefore, 0.04% of the leachate—which contains 0.04 lb of GenX Compounds—passes through the liner system and enters the environment. This calculation is in accordance with Paragraph 38.b.i of Appendix B.

99.96% of the leachate—which contains 99.96 lb of GenX Compounds—is captured by the double liner system. This captured leachate is sent into an on-site leachate treatment process, which sequesters the GenX Compounds into cement with a capture efficiency of 100% with respect to GenX Compounds. So, 100% of the GenX Compounds (99.96 lb) in treated leachate is sequestered. The remaining 0% of the GenX Compounds (0 lb) in treated leachate is released into the environment. This calculation is in accordance with Paragraph 38.b.ii of Appendix B.

FWTPR is calculated per Paragraph 38.b of Appendix B (see Equation 1 on page 2).

Equation 2:

$$FWTPR = 0.04\ lb + 0\ lb = 0.04\ lb$$

2.2. Example 2

The wastes containing 100 lb of GenX Compounds are added to the landfill. In this illustrative example, the following assumptions are used (see Figure 3).

From this waste matrix, Chemours will assume 100% of the GenX Compounds (100 lb) partition into the landfill leachate pursuant to Paragraph 38.b. The leachate migrates downward through the landfill and into the double liner system. The double liner system has a collection efficiency of 99.96%. Therefore, 0.04% of the leachate—which contains 0.04 lb of GenX Compounds—passes through the liner system and enters the environment. This calculation is in accordance with Paragraph 38.b.i of Appendix B.

99.96% of the leachate—which contains 99.96 lb of GenX Compounds—is captured by the double liner system. This captured leachate is sent into an on-site leachate treatment process, which treats the GenX Compounds with a treatment efficiency of 95% with respect to GenX Compounds. So, 95% of the GenX Compounds (94.962 lb) in treated leachate is destroyed. The remaining 5% of the GenX Compounds (4.998 lb) in treated leachate is released into the environment. This calculation is in accordance with Paragraph 38.b.ii of Appendix B.

FWTPR is calculated per Paragraph 38.b of Appendix B (see Equation 1 on page 2).

Equation 3:

$$FWTPR = 0.04\ lb + 4.998\ lb = 5.038\ lb$$

3. Compliance Demonstration

3.1. Example 1

The 1,000 lb of GenX Compounds that was originally generated as process wastewater and sent into on-site treatment is added in the denominator of the Compliance Demonstration as part of the FWI. This on-site treatment begins the "treatment train," which comprises the on-site treatment, the third-party landfill, and the third-party landfill leachate treatment process. The 100 lb of GenX Compounds sent to the landfill is not added to the denominator because it is already accounted for in the 1,000 lb sent to on-site treatment (see Appendix B, Section I, Definition of FWSTP).

As illustrated in Section 2.1, 0.04 lb of GenX Compounds enters the environment by passing through the landfill double liner system and 0 lb of GenX Compounds enters the environment after the leachate treatment process. These two values are summed to calculate FWTPR, which is 0.04 lb.

The contribution from this third-party landfill into the Compliance Demonstration of Facility Y is as follows in Equation 4:

Equation 4:

$$Compliance\ Demonstration = \left(1 - \frac{0.04 + Other\ terms\ as\ appropriate}{1{,}000 + Other\ terms\ as\ appropriate}\right) \times 100$$

3.2. Example 2

The 1,000 lb of GenX Compounds that was originally generated as process wastewater and sent into on-site treatment is added in the denominator of the Compliance Demonstration as part of the FWI. This on-site treatment begins the "treatment train," which comprises the on-site treatment, the third-party landfill, and the third-party landfill leachate treatment process. The 100 lb of GenX Compounds sent to the landfill is not added to the denominator because it is already accounted for in the 1,000 lb sent to on-site treatment (see Appendix B, Section I, Definition of FWSTP).

As illustrated in Section 2.2, 0.04 lb of GenX Compounds enters the environment by passing through the landfill double liner system and 4.998 lb of GenX Compounds enters the environment after the leachate treatment process. These two values are summed to calculate FWTPR, which is 5.038 lb.

The contribution from this third-party landfill into the Compliance Demonstration of Facility Y is as follows in Equation 5:

Equation 5:

$$Compliance\ Demonstration = \left(1 - \frac{5.038 + Other\ terms\ as\ appropriate}{1{,}000 + Other\ terms\ as\ appropriate}\right) \times 100$$

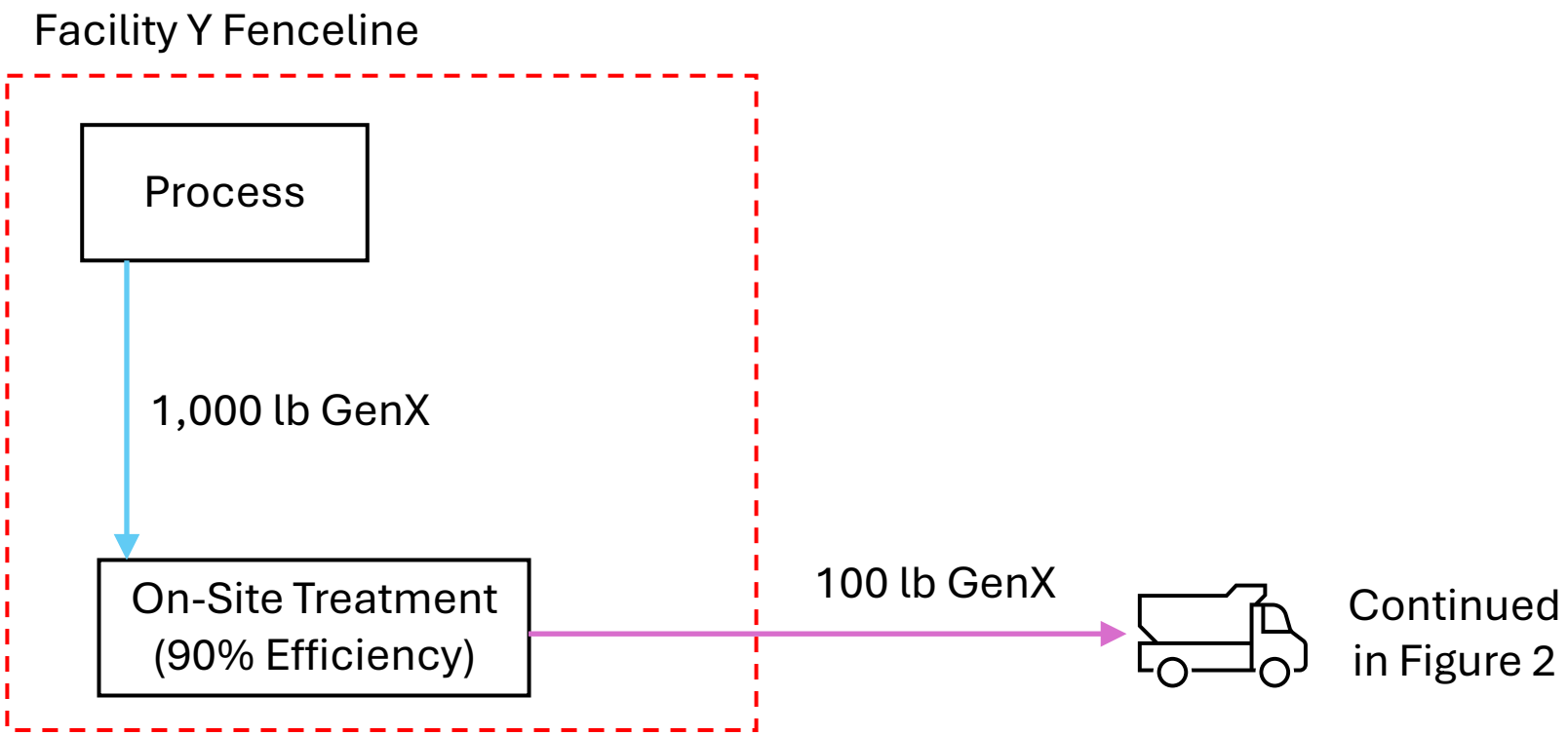


Figure 1 (above). Illustration of a process at Facility Y that generates process wastewater that is treated on site and the remaining waste containing GenX Compounds is sent to a third-party RCRA Subtitle C landfill.

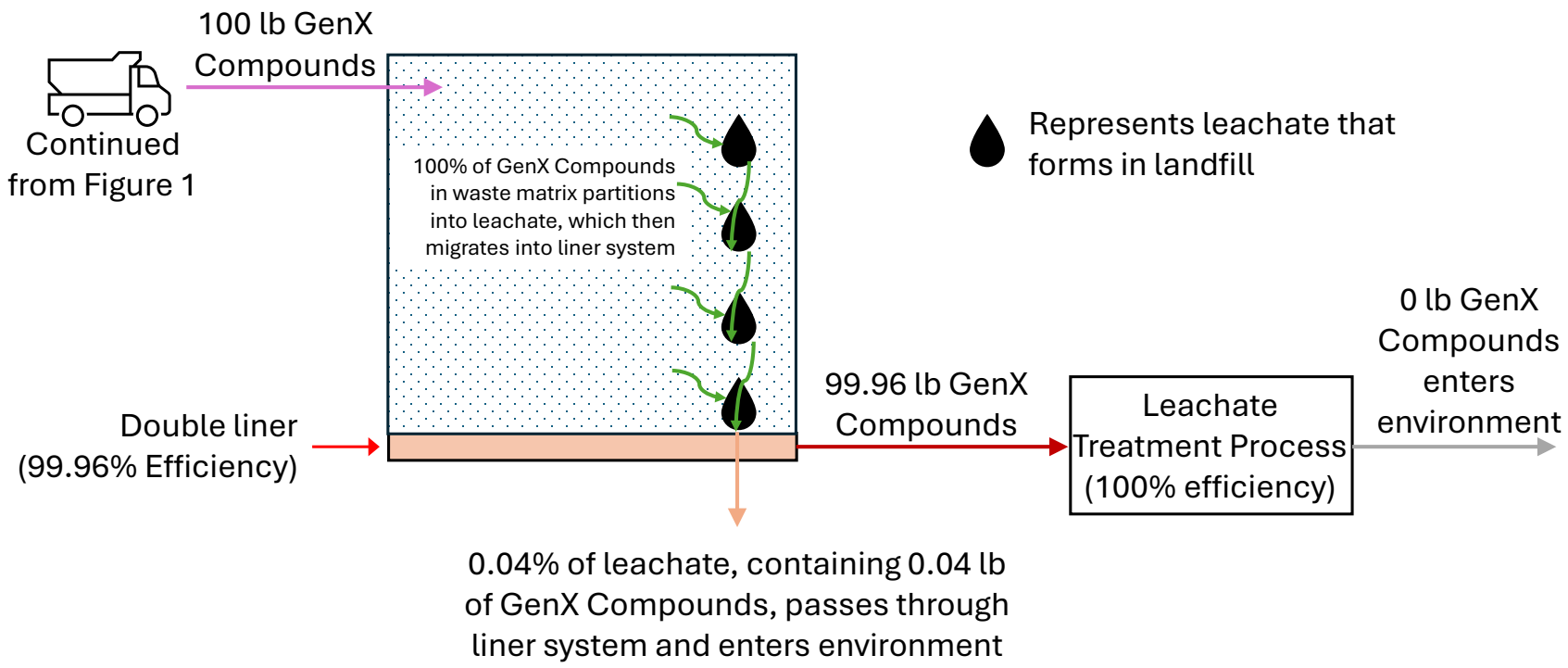


Figure 2 (above). Illustration of the fate and transport of GenX Compounds that are sent to a third-party RCRA Subtitle C landfill for Example 1.

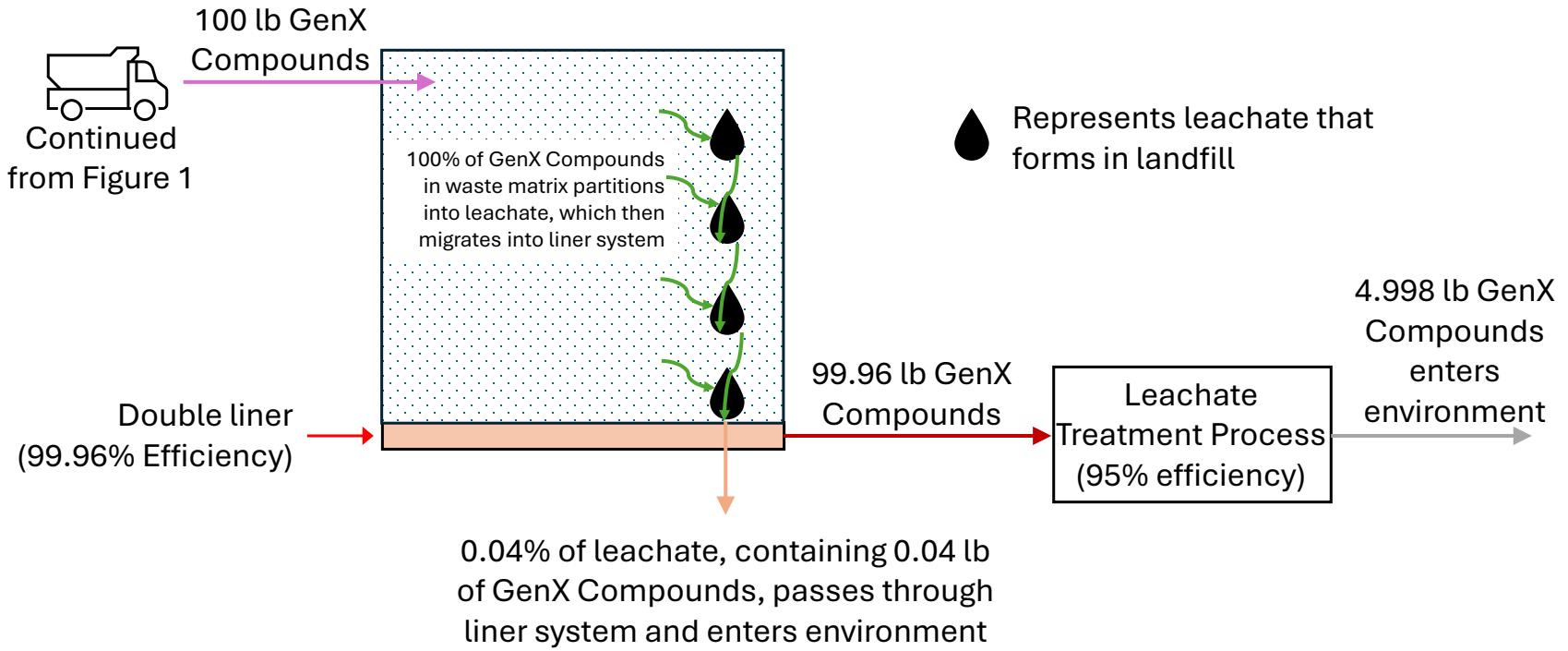


Figure 3 (above). Illustration of the fate and transport of GenX Compounds that are sent to a third-party RCRA Subtitle C landfill for Example 2.

Legend for Figures 1, 2, and 3:

Process waste stream containing 1,000 lb of GenX Compounds sent to on-site treatment

On-site treatment destroys 900 lb of GenX Compounds and results in 100 lb of remaining GenX Compounds waste, which is sent to an off-site landfill

Landfill leachate assumed to contain 100 lb of GenX Compounds migrates into liner system

0.04% of leachate passes through landfill liner system and enters environment

99.96% of leachate, which contains 99.96 lb GenX Compounds, captured by liner system and sent to treatment

Quantity of GenX Compounds in leachate that is not treated and is released into the environment (0 lb in Example 1 and 4.998 lb in Example 2)

Illustration B: Incorporating Third-Party Disposal Applicable to Paragraph 40 of Appendix B into the Compliance Demonstration

Paragraph 40 of Appendix B applies to third-party disposal via RCRA Subtitle C incineration The following is an illustration of incorporating third-party disposal via RCRA Subtitle C incineration. Specifically, this example illustrates incorporating a single third-party carbon bed thermal reactivation unit that is permitted under RCRA Subtitle C into the Compliance Demonstration for a single Facility in a single Compliance Period.

The quantities and control efficiencies regarding GenX Compounds contained in the illustration are for illustrative purposes only.

All terms used herein that are defined in Appendix B have the meanings assigned therein.

4. Determination of FWSTP

Facility Y has a process that generates a process waste gas stream that is sent to a carbon bed air pollution control device and then emitted into the atmosphere through a stack (see Figure 1). During the first Compliance Period, the process generates a waste gas stream that contains 125 lbs of GenX Compounds. Therefore, the contribution to FAI is 125 lbs. The carbon bed air pollution control device has a control efficiency of 80%. Therefore, 20% of the GenX Compounds (25 lbs) are emitted into the atmosphere. Thus, the contribution to FAD is 25 lbs. At the end of the first Compliance Period a single spent carbon bed from this air pollution control device is sent to a third-party carbon bed thermal reactivation unit. This spent carbon bed contains 100 lbs of GenX Compounds. Because the 100 lbs of GenX Compounds waste in the spent carbon beds is already accounted for as a contribution to FAI, this quantity of GenX Compounds waste is not also a contribution to the FWSTP. See Appendix B, Section I, Definition of FWSTP.

5. Determination of FWTPR

The spent carbon bed containing 100 lbs of GenX is sent to a third party for thermal reactivation (see Figure 2). FWTPR is calculated according to the equation in Paragraph 36 (see Equation 1 below).

Equation 1:

$$\text{FWTPR} = \begin{array}{c}\text{(Total mass of GenX Compounds sent to third-party disposal facility during the applicable Compliance Period)}\end{array} \times \begin{array}{c}\text{(1 – GenX Compounds control efficiency)}\end{array}$$

In this illustrative example, the thermal reactivation unit has a 99% destruction efficiency with respect to GenX Compounds, and any undestroyed GenX Compounds are released to the air. Therefore, 1 lb of GenX Compounds is emitted into the atmosphere.

In this illustrative example, the third party does not place the spent carbon from the carbon bed into its thermal reactivation unit until the following Calendar Year. Even though this 1 lb of GenX Compounds is emitted into the atmosphere in the following Calendar Year, this 1 lb of GenX Compounds is included in the determination of FWTPR for the first Compliance Period.

6. Compliance Demonstration

The 125 lbs of GenX Compounds that were originally generated as process waste gas and sent into the carbon bed air pollution control device are added in the denominator of the Compliance Demonstration as part of the FAI. The 100 lbs of GenX Compounds sent to the third-party thermal reactivation unit is not added to the denominator because it is already accounted for in the 125 lbs sent to Facility Y's on-site carbon bed air pollution control device (see Appendix B, Section I, Definition of FWSTP.).

The contribution to FAD is 25 lbs. The contribution to FWTPR is 1 lb.

The equation for determining the contribution from this third-party thermal reactivation to the Compliance Demonstration of Facility Y in the first Compliance Period is set forth in Equation 2 below.

Equation 2:

$$Compliance\ Demonstration = \left(1 - \frac{25 + 1 + Other\ terms\ as\ appropriate}{125 + Other\ terms\ as\ appropriate}\right) \times 100$$

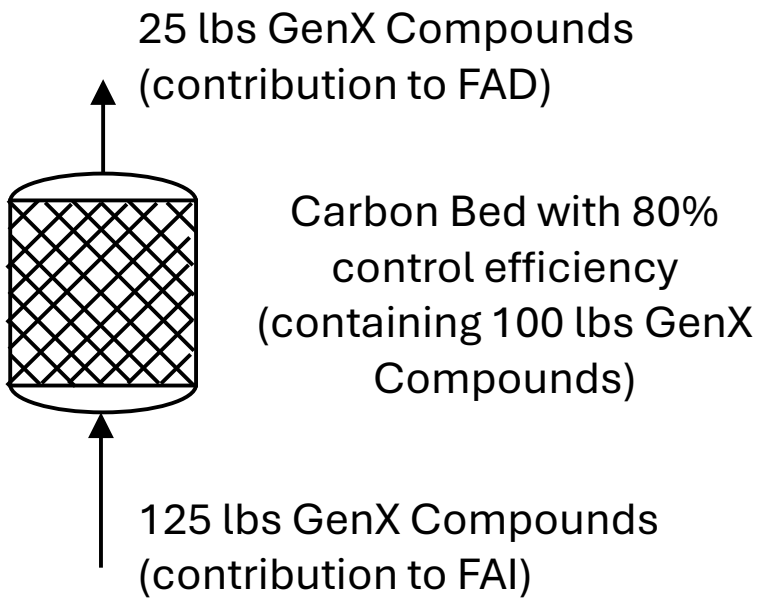


Figure 4 (above). Illustration of a waste gas stream at Facility Y that is sent to a carbon bed air pollution control device.

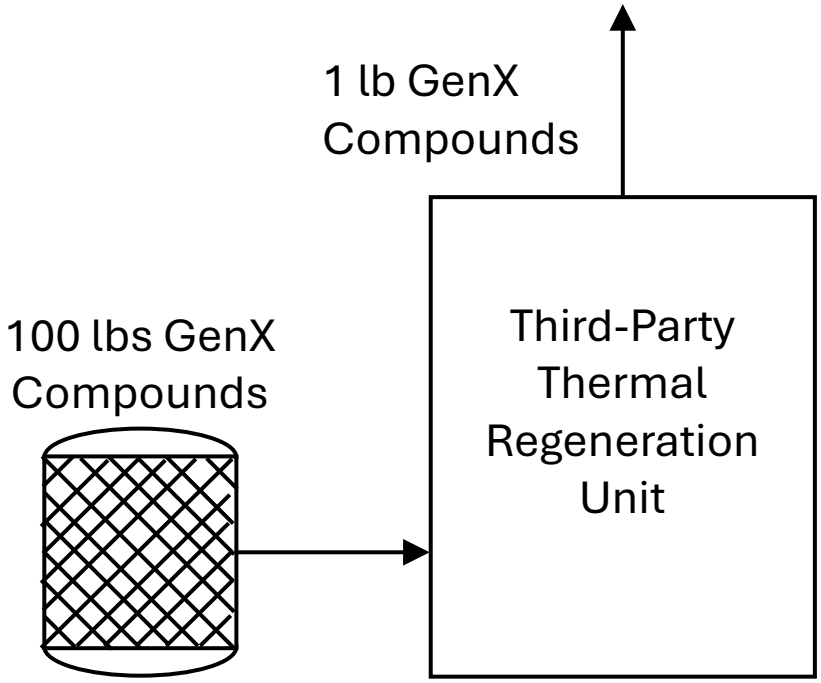


Figure 5 (above). Illustration of the spent carbon bed from Facility Y sent to a third-party thermal reactivation unit.

APPENDIX C

HFPO Injunctive Terms

I. DEFINITIONS

The definitions in this Appendix apply to this Appendix only. Further, the definitions in Section III of this Consent Decree ("Definitions") apply.

"Control" or "Controls" means engineering controls, administrative controls, and personal protective equipment ("PPE") as identified in Occupational Safety and Health Administration's ("OSHA") hierarchy of controls [1] or any pollution control devices that reduce or eliminate releases from a process (e.g., thermal oxidizer, operations and maintenance), including any additional controls or enhancements/other changes to existing controls that are used to prevent or minimize Releases. The term "Control" or "Controls" does not include "elimination" and "substitution" notwithstanding their representation within the OSHA's hierarchy of controls.

"Engineering Evaluation" for the purposes of this Appendix means the comprehensive engineering assessment and documentation of the HFPO Processes conducted to fulfill the obligations of Section II of this Appendix.

"Engineering Evaluator" or "Evaluator" means the independent third-party engineering firm selected and hired to conduct the Engineering Evaluation.

"Engineering Evaluation Report" or "Report" means the report prepared by the Engineering Evaluator that documents the results of the Engineering Evaluation, the Engineering

[1] OSHA, Identifying Hazard Control Options: The Hierarchy of Controls, https://www.osha.gov/sites/default/files/Hierarchy_of_Controls_02.01.23_form_508_2.pdf.

Evaluator's recommendations, and any other requirements for the Report as set forth in Paragraph 9 of this Appendix.

"Fayetteville Works Title V Permit" means Chemours' Clean Air Act Title V Permit issued by the North Carolina Department of Environmental Quality, Division of Air Quality for Fayetteville Works.

"Fugitive Emissions" has the same definition as is used in 40 C.F.R. §§ 70.2 and 71.2, i.e., those air emissions which could not reasonably pass through a stack, chimney, vent, or other functionally-equivalent opening.

"HFPO" means hexafluoropropylene oxide (Chemical Abstract Service Registry Number 428-59-1).

"HFPO Processes" means all operations at Fayetteville Works in which HFPO is manufactured or processed for commercial use.

"LDAR Program" means Chemours' Leak Detection and Repair Program at Fayetteville Works that is designed and used to identify and repair leaks of HFPO from the HFPO Processes.

"Mechanical Integrity Program" means Chemours' program of ensuring that process equipment is fabricated from the proper materials of construction and is properly installed, maintained, and replaced to prevent failures and accidental Releases.

"Paragraph" means a portion of this Appendix identified by an Arabic numeral.

"Parties" means the United States Environmental Protection Agency and Chemours.

"Point Source" means a stack, chimney, vent, or other functionally-equivalent opening. For the purposes of subparagraph 15.c (titled "Monitoring Data") and subparagraph 17.e (titled "Point Source Releases") of this Appendix, Point Sources will not include conservation vents or

pressure relief devices when used as safety devices as the term "safety device" is defined in 40 C.F.R. § 63.901.

"Release" or "Releases" means any emissions (including Fugitive Emissions and inadvertent emissions or emergency release sources) and discharges of HFPO from a source within the HFPO Processes that may result in worker exposure or release to the environment.

"Response Plan" means the plan required by Section III of this Appendix that Chemours will create in response to the Engineering Evaluation Report and through which it will document its plans to implement Controls to further reduce or prevent potential Releases of HFPO from the HFPO Processes.

"Stationary Air Monitoring Program" means the procedures, equipment, and instrumentation used to detect Fugitive Emissions, including air monitoring instrumentation installed in one or more stationary locations.

II. ENGINEERING EVALUATION OF THE HFPO PROCESSES

1. Chemours shall undertake and complete an Engineering Evaluation using an Engineering Evaluator at Fayetteville Works in accordance with the requirements of Section II of this Appendix.

2. Submission of Candidates for Engineering Evaluator. Within 30 Days of the Date of Lodging, Chemours shall submit to EPA for approval a list of at least three qualified third-party candidates for Engineering Evaluator. The list should include the name, affiliation, and address of each candidate. The candidate list may include an indication of Chemours' preferred selection and provide the basis for this preference. The list should include the following for each of the candidates:

a. Requirements for Independence. Chemours shall certify for each candidate:

i. That the candidate was not involved in the design or construction of the HFPO Processes; and

ii. That the candidate has not conducted research, development, design, construction, financial, engineering, legal, consulting, or other advisory services for Chemours within the last three years.

b. Qualifications for the Engineering Evaluator. Chemours shall submit documentation provided by each candidate regarding their competence including, if applicable, the following areas:

i. Operations of the HFPO Processes or similar processes;

ii. Recognized and generally accepted good engineering practices for this type of process;

iii. Application and design of air pollution control devices for this type of process; and

iv. Estimating implementation and annual operation and maintenance costs; and

v. Industrial hygiene practices.

3. Selection of Engineering Evaluator. No candidate to serve as Engineering Evaluator may serve in such role, including performing the duties of the Engineering Evaluator set forth in Paragraphs 7–9 of this Appendix, until receiving EPA approval to do so. EPA shall base its determination as to whether to approve a candidate for Engineering Evaluator by assessing the candidate's competence in the areas listed in Paragraph 2.b.i-.v of this Appendix,

based on the candidate documentation submitted by Chemours pursuant to Paragraph 2.b of this Appendix. EPA will use its best efforts to review Chemours' candidate list within 15 Days of receipt of the candidate list. EPA shall notify Chemours as to whether it approves any proposed candidate on the list to perform the duties of the Engineering Evaluator. If EPA does not approve any of the candidates on the candidate list, within 30 Days of receipt of written notice that EPA has not approved any of the candidates on Chemours' first list, then Chemours shall submit to EPA a second list of least three qualified candidates in accordance with Paragraphs 2.a-.b of this Appendix and containing each candidate's name, affiliation, and address. If, after Chemours has submitted a second list of at least three qualified candidates for Engineering Evaluator, the Parties are unable to agree on an Engineering Evaluator, the Parties agree to resolve the selection of the Engineering Evaluator through the Dispute Resolution process described in Section IX of the Consent Decree. If EPA prevails in Dispute Resolution, then the candidate submission and review process for Engineering Evaluator set forth in this Paragraph shall continue until EPA approves of a candidate.

4. Hiring of Engineering Evaluator. Upon EPA approval of a candidate from Chemours' list of proposed Engineering Evaluators as described in Paragraphs 2–3 of this Appendix, Chemours shall enter into a contract with the approved Engineering Evaluator to perform the duties described in Paragraphs 7–9 of this Appendix. Chemours shall ensure that:

a. The Engineering Evaluator acts independently and objectively when performing all activities related to the evaluation of the HFPO Processes;

b. The Engineering Evaluator does not provide any commercial, business, or voluntary services to Chemours for a period of at least two years after the submission of the Engineering Evaluation Report required by Paragraph 9 of this Appendix; and

c. Chemours shall not provide future employment to the Engineering Evaluator or its personnel who managed, conducted, or otherwise participated in the Engineering Evaluation for a period of at least two years after the submission of the Engineering Evaluation Report required by Paragraph 9 of this Appendix.

5. In the event the Engineering Evaluator approved by EPA is no longer available or willing to perform the work described in Paragraphs 7–9 of this Appendix when notified of their selection by Chemours, then Chemours shall, within 30 Days after receipt of EPA's approval pursuant to Paragraph 3 of this Appendix, re-submit a list of at least three qualified, third-party candidates that meet the requirements detailed in Paragraph 2.a–.b of this Appendix. Chemours may include any previously submitted candidates that EPA has not disapproved. EPA will use its best efforts to review Chemours' candidate list within 15 Days of receipt of the candidate list. If the Parties are unable to agree on an Engineering Evaluator, the Parties agree to resolve the selection of the Engineering Evaluator through the Dispute Resolution process described in Section IX of the Consent Decree.

6. Chemours shall provide the Engineering Evaluator with a copy of this Appendix, as well as grant them access to the HFPO Processes, and shall provide or otherwise make available any necessary personnel, documents, and health and safety training to fully perform all activities required by Appendix.

7. Contractual Timelines for Engineering Evaluation and Report. Chemours' contract with the Engineering Evaluator shall require the Engineering Evaluator to perform the following duties:

a. Within 90 Days of being hired by Chemours, complete the Engineering Evaluation of the HFPO Processes in accordance with Paragraph 8 of this Appendix; and

a. Within 60 Days of completing the Engineering Evaluation, prepare and concurrently submit to EPA and Chemours the Engineering Evaluation Report as set forth in Paragraph 9 of this Appendix.

8. Engineering Evaluation. The Engineering Evaluator shall undertake the following actions and address the items listed below in the Engineering Evaluator's Report as detailed in Paragraph 9 of this Appendix:

a. With respect to the information required by Paragraph 8.a.i–.ii of this Appendix below, conduct an on-site review of the HFPO Processes that assesses the accuracy and completeness of the description and documentation of the current HFPO Processes, including the boundaries of the HFPO Processes, site maps, and depictions of the placements and types of air monitoring equipment, as and to the extent they are described and documented in its submittal to EPA ("the Submittal") for this Appendix.[2] The Engineering Evaluator shall ensure that their assessment of the Submittal for this Appendix includes a review of the accuracy and completeness of the information detailed in Paragraph 8.a.i–.ii of this Appendix. To the extent the Engineering Evaluator finds that the Submittal for this Appendix does not contain all the information required by Paragraph 8.a.i–.ii of this Appendix, or identifies information required by Paragraph 8.a.i–.ii of this Appendix that warrants clarification or correction, the Engineering Evaluator shall supplement, clarify, or correct the Submittal for this Appendix to:

i. Identify all points for potential Releases from the HFPO Processes; and

[2] Chemours submitted this Submittal, titled "Section 4 Communication" (COMMS-24-0260), to EPA through the agency's Central Data Exchange on June 21, 2024.

ii. Provide a process flow diagram (i.e., a diagram illustrating the process configuration using graphical symbols that show all major equipment, piping, connections with other processes, and utilities) that identifies all potential Release points.

b. Quantifying Potential Releases and Determining Their Causes. Estimate the quantity in mass of HFPO released from each potential Release points during a Calendar Year, using the expected HFPO production rates at Fayetteville Works. Additionally, the Engineering Evaluator shall determine the potential causes for any potential Releases at each identified potential Release point.

i. Monitoring Data. The estimate of the quantity of HFPO Released from each Point Source pursuant to Paragraph 8.b shall be based on at least one monitoring event that includes HFPO as an analyte and is performed during normal operations when such Point Source is accessible and where monitoring can be safely performed. The monitoring event shall occur during normal operations at a time when each Point Source is expected to have the highest quantity of Releases in mass during the period of the Engineering Evaluation.[3] Data from monitoring events within the twelve months preceding the Engineering Evaluation as required by the Fayetteville Works Title V Permit may be used as long as the monitoring event occurred during normal operations at a time when the Point Source was expected to have the highest quantity of Releases in mass during that twelve-month period.

ii. Models and Other Engineering Tools. In addition to relying on monitoring data and other engineering tools to determine the expected quantity of Point Source Releases, when the Engineering Evaluator uses calculation methods, modeling, and other

[3] Such Point Source monitoring events shall use the methods required and protocol approved pursuant to the Fayetteville Works Title V Permit.

engineering tools to determine the quantity of Point Source Releases or outdoor Fugitive Emissions, the Engineering Evaluator shall employ its best professional judgment and recognized and generally accepted good engineering methods to estimate the quantities of Releases.

c. Efficacy of Existing Controls. Determine the expected efficacy of existing pollution control devices for preventing and mitigating potential Releases. For potential Point Source Releases to air, this determination shall be based on the monitoring conducted pursuant to Paragraph 8.b.i of this Appendix, along with other existing information and calculations to determine the expected reduction efficiency of each pollution control device (expressed as a percentage of HFPO removed or destroyed on a mass basis). For potential Fugitive Emissions from the HFPO Processes, this determination involves evaluating Chemours' programs and Controls to address and prevent such Fugitive Emissions, which may include elements such as those set forth in Paragraph 8.c.i-.iii. For any of the following element(s) that are not included in a Chemours' program and/or not documented in the corresponding written component, the Engineering Evaluator shall propose recommendations to incorporate such element(s) into Chemours' program to address and prevent Fugitive Emissions and/or corresponding written component, as part of the Engineering Evaluation Report required by Paragraph 9 of this Appendix:

i. LDAR Program.[4]

1) *Component Identification*. Identification of all relevant components included in the LDAR Program and procedures for maintaining up-to-date documentation of identified relevant components.

2) *Personnel Oversight and Training*. Contractor oversight and regular training for all applicable employees and contractors covering their respective duties under the LDAR Program.

3) *LDAR Program Audit*. Routine comprehensive LDAR Program audits, procedures for timely correction of identified deficiencies, and documentation of audit findings and responses.

4) *Monitoring*.

a) *Instrumentation*. Monitoring instrumentation appropriate for detecting HFPO leaks and procedures to routinely maintain and calibrate the instrumentation.

b) *Frequency*. Frequency of routine monitoring, taking into consideration of components that could contribute most to equipment leaks.

c) *Documentation*. Documentation of monitoring results and relevant details, including date and time stamps and identification of the monitored component(s), the monitoring instrument(s) used, and the personnel who conducted the monitoring.

[4] To the extent applicable, the Engineering Evaluator will review the adequacy of the LDAR Program using the practices identified in EPA's Leak Definition and Repair: Best Practices Guide, https://www.epa.gov/sites/default/files/2014-02/documents/ldarguide.pdf.

d) *Quality Assurance/Quality Control*. Quality assurance/quality control procedures for monitoring results.

5) *Corrective Actions.* Procedures for timely implementation of corrective actions in response to identified leaks, including but not limited to scheduling and implementing repair/replacement of a leaking component, operational changes, and monitoring changes.

6) *Leak Definition.* A leak definition of HFPO that describes how a leak of HFPO is identified is provided for each type of instrumentation. For instrumentation capable of quantifying airborne concentrations, the leak definition includes a leak definition concentration and reference compound(s). For optical gas imaging instrumentation, the leak definition includes the wavelength band selection and reference compound(s).

7) *Records Maintenance.* Storage and maintenance of relevant LDAR Program records, including monitoring results.

ii. Stationary Air Monitoring Program.

1) *Instrumentation.* The capability of the instrumentation used for stationary air monitoring to detect Fugitive Emissions, including at the HFPO detection limit, and procedures to routinely maintain, test, and calibrate the instrumentation.

2) *Location.* The quantity and location of stationary air monitors in areas around the HFPO Processes to detect any potential Fugitive Emissions and allow for early detection of such Releases.

3) *Frequency.* The frequency of sampling for HFPO at stationary air monitors and the frequency of analysis of such sampling, for the early detection of Fugitive Emissions.

iii. Mechanical Integrity Program. Mechanical Integrity Program and that includes procedures and practices to 1) ensure equipment is fastened and connected according to specification during service to prevent Fugitive Emissions; 2) ensure open-ended valves or piping (except emergency pressure relief devices) are equipped with a cap, blind flange, or plug when material is not flowing through the valve or piping; and 3) identify opportunities to replace unrepairable valves with low-emitting ones.

1) Pressure testing procedures for the HFPO Processes prior to startup.

2) Administrative and engineering Controls during container loading.

3) Mechanisms for capture and control of Releases from pressure relief devices.

9. Engineering Evaluation Report. The Engineering Evaluator will complete an Engineering Evaluation Report that includes the following:

a. A copy of the Submittal for this Appendix and any other pertinent materials supplied by Chemours with any supplementations, clarifications, and corrections made by the Engineering Evaluator pursuant to Paragraph 8.a of this Appendix;

b. A record of all relevant data and findings from the Engineering Evaluation as set forth in Paragraph 8.b–.c of this Appendix, including, as applicable, all supplemental materials provided and instances of the Engineering Evaluator's use of professional judgment,

engineering assumptions, separate assessments, estimations, and calculations, including monitoring data, source test data, equations, and assumptions used in carrying out the on-site assessment and in preparing the Engineering Evaluator's Report;

c. The Engineering Evaluator's proposed additional Controls and changes to existing Controls for the HFPO Processes to further reduce or prevent the potential for Releases. For each proposed Control or change to an existing Control, the Report will:

i. Include an estimate of the quantity in mass of reductions in Releases, and estimate the annual quantity in mass of reductions in potential worker exposure to HFPO that would be achieved by each proposal;

ii. Provide estimated implementation and annual operations and maintenance costs; and

iii. As applicable, explain whether such Control is commercially available and technically feasible.

III. RESPONSE PLAN TO ENGINEERING EVALUATION REPORT

10. Within 45 Days of its receipt of the Engineering Evaluation Report, Chemours shall submit a proposed Response Plan to EPA for review and approval. The proposed Response Plan shall identify Controls to further reduce or prevent potential Releases from the HFPO Processes. The proposed Response Plan shall describe how the implementation of the proposed Plan will, to the extent possible, further reduce or prevent Releases from the HFPO Processes, applying the exclusive factors identified in Paragraph 10.a of this Appendix. EPA's review of the proposed Response Plan will evaluate whether the proposed Response Plan will achieve further reductions in Releases applying the exclusive factors set forth in Paragraph 10.a of this Appendix, as well as evaluate the adequacy of the proposed Response Plan with respect to the elements set

forth in Paragraphs 10.b–.e of this Appendix. The proposed Response Plan shall include the following elements:

a. Identification and rationale of Chemours' choice of Controls selected, including effectiveness in reducing or preventing Releases, technical feasibility, and cost considerations. If Chemours chooses a Control that will achieve a lesser reduction in Releases than another Control proposed in the Report, Chemours shall specify why it chose its selected Control over the proposed one(s) that might achieve greater reductions in Releases;

b. Actions being or to be taken to implement selected Controls, including proper installation, maintenance, training, and other steps;

c. A proposed schedule to implement the selected Controls and actions identified in Paragraphs 10.a–.b of this Appendix; and

d. A plan for incorporating monitoring of potential Release points into the existing site program to ensure that it includes the following:

i. Point Source Releases. Chemours shall conduct periodic monitoring and/or sampling at each potential Point Source of Releases, as identified by the Submittal for this Appendix and other related materials provided by Chemours (and any supplementations, clarifications, and corrections made by the Engineering Evaluator pursuant to subparagraph 8.a of this Appendix),, which shall be included in the Report pursuant to Paragraph 9.a of this Appendix. Periodic monitoring and/or sampling events will be undertaken during normal operations of the HFPO Processes at the frequency and using the methods required and protocol approved pursuant to the Fayetteville Works Title V Permit, but no less than once per Calendar Year;

ii. Fugitive Emissions. Chemours shall implement any monitoring and/or sampling protocols set forth in its LDAR Program and Stationary Air Monitoring Program, including any revised monitoring and/or sampling protocols identified pursuant to Paragraph 10.a of this Appendix; and

iii. Monitoring and Sampling. Chemours shall initiate all monitoring and/or sampling obligations identified pursuant to Paragraph 10.d of this Appendix upon EPA's approval of the Response Plan.

e. Steps for Corrective Action. The Response Plan shall include a description of the measures to be taken in the event of any start-up, shutdown, or malfunction of one or more of the HFPO Processes that may impact the effectiveness of any implemented Controls or that otherwise may cause a Release during start-up, shutdown, or malfunction. Chemours' procedures to mitigate potential Releases during any start-up, shutdown, or malfunction event must require implementing such mitigation measures when appropriate as expeditiously as possible.

f. Documentation. Chemours shall retain the following for the period of time specified in the Fayetteville Works Title V Permit, but no less than five years:

i. Documentation of all inspections, evaluations, plans and schedules for future maintenance, testing, and periodic updates to the Controls to ensure effectiveness; and

ii. Documentation related to any occurrence prompting a Release during any start-up, shutdown, or malfunction event (including its duration and the estimated quantity of HFPO released). This documentation shall also specify any subsequent corrective actions taken during the event to mitigate that potential Release and if the actions were effective.

11. Review and Approval. EPA will use its best efforts to comment on the proposed Response Plan within 45 Days after receipt. Within 45 Days of receiving any EPA comments on

the proposed Response Plan, Chemours shall either: 1) revise the Response Plan in response to EPA's written comments and submit the revised Response Plan to EPA for review and approval or 2) request a conference of the Parties and the Engineering Evaluator in order to timely discuss EPA's comments on the Response Plan and for the Parties to seek to resolve any areas of disagreement within 30 Days following the Parties' conference. If the Parties fail to resolve disagreements within 30 Days of the Parties' conference, Chemours shall invoke the Dispute Resolution procedures set forth in Section IX of this Consent Decree.

12. Implementation. Upon approval by EPA of a final Response Plan, Chemours shall implement the Response Plan in accordance with the schedules set forth therein.

13. Notification and Information Submission. Within 90 Days of implementing the Controls identified in the approved Response Plan, Chemours shall notify EPA that the implementation is complete and provide the following:

i. The date on which Chemours began fully operating all Controls identified in the approved Response Plan; and

ii. All monitoring and/or sampling data obtained since entry of the Consent Decree at each potential Release point identified in the Response Plan as approved by EPA.

APPENDIX D

Carbooxohalide Injunctive Terms

I. DEFINITIONS

The definitions in this Appendix apply to this Appendix only. Further, the definitions in Section III of this Consent Decree ("Definitions") apply.

"Carbooxohalide"[1] means the chemical substance identified by Chemical Abstract Service Registry Number referenced in Paragraph 43 of the Complaint.

"Carbooxohalide Processes" means those operations at Fayetteville Works in which Carbooxohalide is manufactured or processed for commercial use.

"Control" or "Controls" means engineering controls, administrative controls, and personal protective equipment ("PPE") as identified in the Occupational Safety and Health Administration's ("OSHA's") hierarchy of controls[2] or any pollution control devices that reduce or eliminate releases from a process (e.g., thermal oxidizer, operations and maintenance), including any additional controls or enhancements/other changes to existing controls that are used to prevent or minimize Releases. The term "Control" or "Controls" does not include "elimination" and "substitution" notwithstanding their representation within the OSHA's hierarchy of controls.

"Engineering Evaluation" for the purposes of this Appendix means the comprehensive engineering assessment and documentation of the Carbooxohalide Processes conducted to fulfill the obligations of Section III of this Appendix.

[1] The term Carbooxohalide refers to a substance that is not considered to be a per- or polyfluoroalkyl substance as the term has been defined in a regulation implementing the Toxic Substances Control Act, 40 C.F.R. § 705.3.
[2] OSHA, Identifying Hazard Control Options: The Hierarchy of Controls, https://www.osha.gov/sites/default/files/Hierarchy_of_Controls_02.01.23_form_508_2.pdf.

"Engineering Evaluator" or "Evaluator" means the independent third-party engineering firm selected and hired to conduct the Engineering Evaluation.

"Engineering Evaluation Report" or "Report" means the report prepared by the Engineering Evaluator that documents the results of the Engineering Evaluation, the Engineering Evaluator's recommendations, and any other requirements for the Report as set forth in Paragraph 16 of this Appendix.

"Fayetteville Works Title V Permit" means Chemours' Clean Air Act Title V Permit issued by the North Carolina Department of Environmental Quality, Division of Air Quality for Fayetteville Works.

"Fugitive Emissions" has the same definition as is used in 40 C.F.R. §§ 70.2 and 71.2, i.e., those air emissions which could not reasonably pass through a stack, chimney, vent, or other functionally-equivalent opening.

"LDAR Program" means Chemours' Leak Detection and Repair Program at Fayetteville Works that is designed and used to identify and repair leaks of compounds from the Carbooxohalide Processes.

"Major Change" means any of the following when associated with the manufacture, process, or use of Carbooxohalide:

a) operation of a new process or process line that has or will have Carbooxohalide;

b) alteration of process chemistry that has or will have Carbooxohalide following the most recent Engineering Evaluation Report and where the process chemistry alteration is reasonably likely to increase Releases as compared to the quantity in mass of annual Releases as estimated by the Engineering Evaluator pursuant to Paragraph 16.b; or

c) the mass of Carbooxohalide manufactured in the Carbooxohalide Processes increases or is expected to increase by greater than 50% over any rolling 12-month period as compared to the annual production volume in mass of Carbooxohalide as estimated by the Engineering Evaluator pursuant to Paragraph 16.c.

"Mechanical Integrity Program" means Chemours' program of ensuring that process equipment is fabricated from the proper materials of construction and is properly installed, maintained, and replaced to prevent failures and accidental Releases.

"Paragraph" means a portion of this Appendix identified by an Arabic numeral.

"Parties" means the United States Environmental Protection Agency and Chemours.

"Point Source" means a stack, chimney, vent, or other functionally-equivalent opening. For the purposes of Paragraph 15.c (titled "Monitoring Data") and Paragraph 17.e (titled "Point Source Releases") of this Appendix, Point Sources will not include conservation vents or pressure relief devices when used as safety devices as the term "safety device" is defined in 40 C.F.R. § 63.901.

"Release" or "Releases" means any emissions (including Fugitive Emissions and inadvertent emissions or emergency release sources) and discharges of Carbooxohalide from a source within the Carbooxohalide Processes that may result in worker exposure or release to the environment.

"Response Plan" means the plan required by Section IV of this Appendix that Chemours will create in response to the Engineering Evaluation Report and through which it will document its plans to implement Controls to further reduce or prevent potential Releases of Carbooxohalide from the Carbooxohalide Processes.

"Stationary Air Monitoring Program" means the procedures, equipment, and instrumentation used to detect Fugitive Emissions, including air monitoring instrumentation installed in one or more stationary locations.

"Thermal Oxidizer" means the thermal oxidizer that is installed and operated at Fayetteville Works as of the Date of Lodging.

II. TERMS OF MANUFACTURING, PROCESSING, AND USE FOR CARBOOXOHALIDE

1. Chemours shall manufacture, process, and use Carbooxohalide only in accordance with the terms of this Section of this Appendix.

2. Chemours shall hire an Engineering Evaluator to conduct an Engineering Evaluation in accordance with the requirements in Section III of this Appendix, and Chemours shall complete a Response Plan in accordance with the requirements in Section IV of this Appendix.

3. If Chemours intends to modify the manufacturing, processing, or use of Carbooxohalide at Fayetteville Works as described in its submittal to EPA ("the Submittal"),[3] it may do so, except that a Major Change shall be made as provided for in Paragraphs 4–5 of this Appendix.

4. Chemours may make any Major Change to the Carbooxohalide Processes as they are described in the Submittal in accordance with the procedures in Paragraph 5 of this Appendix; provided, however, that, subject to Section VIII of the Consent Decree ("Force Majeure"), Chemours shall not make any Major Change during the 60-Day period under

[3] The Submittal comprises the following documents: the submission by Chemours to EPA titled "Pre Notice Communication" (PC-25-0003) that Chemours submitted through the agency's Central Data Exchange on October 22, 2024, and the document that Chemours transmitted to the United States on June 18, 2026 through the JEFS Box platform, with file name CBI_Carbooxohalide Information.pdf.

Paragraph 15.b of the Engineering Evaluator's completion of the Engineering Evaluation and the submission of the Engineering Evaluation Report to EPA and Chemours.

5. In the event Chemours makes a Major Change, Chemours shall notify EPA, in writing and, to the extent feasible, at least 90 Days prior to implementing the Major Change, and include in such notice an explanation of why, considering any associated Controls, such Major Change will not materially increase Releases. EPA will use its best efforts to review the notice and determine within 30 Days whether, considering any associated Controls, the Major Change is likely to materially increase Releases. If EPA disagrees with Chemours, the Parties shall confer (in-person or telephonically) within 30 Days from the conclusion of EPA's review in an effort to resolve the disagreement. If, after conferring, the Parties do not resolve their disagreement, then Chemours shall hire an Engineering Evaluator to determine if the Major Change is likely to materially increase Releases and, if so, the Evaluator shall propose Controls to further reduce or prevent Releases.

6. If Chemours hires an Engineering Evaluator pursuant to Paragraph 5 of this Appendix, the terms of Sections III–IV of this Appendix shall apply, but only with respect to any Carbooxohalide Processes affected by the Major Change, and with the modifications specified in Paragraph 6.a–.d of this Appendix below:

a. Regarding the submission of a list of candidates to serve as Engineering Evaluator pursuant to Paragraph 10 of this Appendix, Chemours shall submit such list to EPA within 30 Days of the date of the conference between EPA and Chemours required by Paragraph 5 of this Appendix.

b. For purposes of Paragraph 16.a of this Appendix (regarding the Engineering Evaluation), instead of references to the Submittal for this Appendix (except to the

extent the Submittal is applicable to the Major Change), Chemours shall provide, and the Engineering Evaluator shall review, all appropriate descriptions and documentation related to the Major Change, including, as applicable, an explanation of the Major Change, including how it will or may affect current Carbooxohalide Processes and Releases, any additional Carbooxohalide Point Sources caused by the Major Change, drawings and specifications pertaining to the Major Change, site maps, depictions of the placement and types of any existing and proposed air monitoring equipment, descriptions of existing and proposed Controls, including how those Controls will minimize or prevent Releases. Further, to the extent the Engineering Evaluator finds that the descriptions and documentation related to the Major Change does not contain all the information required by Paragraph 16.a.i–.ii, or identifies information required by Paragraph 16.a.i.–.ii that warrants clarification or correction, the Engineering Evaluator shall supplement, clarify, or correct such descriptions and documentation pursuant to Paragraph 16.a.i-.ii.

c. Paragraph 16.a of this Appendix (regarding the Engineering Evaluation Report) is modified to read as follows: "A copy of the Submittal for this Appendix (with any supplementations, clarifications, and corrections made by the Engineering Evaluator pursuant to Paragraph 16.a of this Appendix) and/or, as applicable, the descriptions and documentation related to the Major Change that shall be provided to the Engineering Evaluator pursuant to Paragraph 6.b, and any supplementations, clarifications, and corrections made by the Engineering Evaluator pursuant of this Appendix.";

d. Paragraph 18.d.i of this Appendix (regarding the "Response Plan to Engineering Evaluation Report" and titled "Point Source Releases") is modified to read as follows: "Chemours shall conduct periodic monitoring and/or sampling at each potential Point

Source of Releases, as included in the Engineering Evaluator's Report and as identified by the Submittal for this Appendix (with any supplementations, clarifications, and corrections made by the Engineering Evaluator pursuant to Paragraph 16.a of this Appendix), which shall be included in the Report (provided pursuant to Paragraph 16.a of this Appendix) and/or, as applicable, by the updated descriptions and documentation related to the Major Change (provided pursuant to Paragraph 6.b of this Appendix). Periodic monitoring and/or sampling events will be undertaken during normal operations of the Carbooxohalide Processes at the frequency and using the methods required and protocol approved pursuant to the Fayetteville Works Title V Permit, but no less than once per Calendar Year."

7. Chemours shall operate the Carbooxohalide Processes, including with respect to any Major Change, in accordance with the following:

a. Chemours shall not manufacture, process, or use Carbooxohalide at any domestic facility it owns or operates other than Fayetteville Works.

b. Chemours shall not distribute Carbooxohalide to third parties, including contract manufacturers or contract processors, for manufacturing, processing, or use or further distribution.

c. Chemours shall send non-fugitive waste gases in the Carbooxohalide Processes to the Thermal Oxidizer or any air pollution control device that destroys Carbooxohalide with an efficiency that is no less than that achieved by the Thermal Oxidizer.

d. Chemours shall capture Fugitive Emissions of Carbooxohalide when such emissions occurs inside a building and send such emissions to carbon beds before Release.

e. Chemours shall ensure that all on-site personnel, including both Chemours' and contractors' personnel, who may need to sample Carbooxohalide-containing material, or service or repair Carbooxohalide-containing equipment:

i. receive necessary safety training;

ii. are covered by Fayetteville Works's existing hazard communication program for Carbooxohalide; and

iii. are provided with PPE, including, as appropriate, PPE consistent with Level B as defined in Appendix B to 29 C.F.R. § 1910.120.

f. Chemours shall not store Carbooxohalide on-site at Fayetteville Works.

8. Chemours shall maintain (and make available for review and inspection by the Engineering Evaluator and EPA) the following records on site at Fayetteville Works: the estimated annual Carbooxohalide production and use quantities; Thermal Oxidizer efficiency records when generated for purposes of the Fayetteville Works Title V Permit; and any diagrams or depictions Chemours possesses of the Carbooxohalide Processes at Fayetteville Works that are more current than the diagrams and depictions included in the Submittal.

III. ENGINEERING EVALUATION OF THE CARBOOXOHALIDE PROCESSES

9. Chemours shall undertake and complete an Engineering Evaluation using an Engineering Evaluator at Fayetteville Works in accordance with the requirements of Section III of this Appendix.

10. Submission of Candidates for Engineering Evaluator. Within 30 Days of the Date of Lodging, Chemours shall submit to EPA for approval a list of at least three qualified, third-party candidates for Engineering Evaluator. The list should include the name, affiliation, and address of each candidate. The candidate list may include an indication of Chemours' preferred

selection and provide the basis for this preference. The candidate list must also include the following for each candidate:

a. Requirements for Independence. Chemours shall certify for each candidate:

i. That the candidate was not involved in the design or construction of the Carbooxohalide Processes; and

ii. That the candidate has not conducted research, development, design, construction, financial, engineering, legal, consulting, or other advisory services for Chemours within the last three years.

b. Qualifications for the Engineering Evaluator. Chemours shall submit documentation provided by each candidate regarding their competence including, if applicable, the following areas:

i. Operations of the Carbooxohalide Processes or similar processes;

ii. Recognized and generally accepted good engineering practices for this type of process;

iii. Application and design of air pollution control devices for this type of process;

iv. Estimating implementation and annual operation and maintenance costs; and

v. Industrial hygiene practices.

11. Selection of Engineering Evaluator. No candidate to serve as Engineering Evaluator may serve in such role, including performing the duties of the Engineering Evaluator set forth in Paragraphs 15–17 of this Appendix, until receiving EPA approval to do so. EPA shall

base its determination as to whether to approve a candidate for Engineering Evaluator by assessing the candidate's competence in the areas listed in Paragraph 10.b.i-.v, based on the candidate documentation submitted by Chemours pursuant to Paragraph 10.b. EPA will use its best efforts to review Chemours' candidate list within 15 Days of receipt of the candidate list. EPA shall notify Chemours as to whether it approves any proposed candidate on the list to perform the duties of the Engineering Evaluator. If EPA does not approve any of the candidates on the candidate list, within 30 Days of receipt of written notice that EPA has not approved any of the candidates on Chemours' first list, then Chemours shall submit to EPA a second list of least three qualified candidates in accordance with Paragraph 10.a-.b of this Appendix and containing each candidate's name, affiliation, and address. If, after Chemours has submitted a second list of at least three qualified candidates for Engineering Evaluator, the Parties are unable to agree on an Engineering Evaluator, the Parties agree to resolve the selection of the Engineering Evaluator through the Dispute Resolution process described in Section IX of the Consent Decree. If EPA prevails in Dispute Resolution, then the candidate submission and review process for Engineering Evaluator set forth in this Paragraph shall continue until EPA approves of a candidate.

12. Hiring of Engineering Evaluator. Upon EPA approval of a candidate from Chemours' list of proposed Engineering Evaluators as described in Paragraphs 10–11 of this Appendix, Chemours shall enter into a contract with the approved Engineering Evaluator to perform the duties described in Paragraph 15-17 of this Appendix. Chemours shall ensure that:

a. The Engineering Evaluator acts independently and objectively when performing all activities related to the evaluation of the Carbooxohalide Processes;

b. The Engineering Evaluator does not provide any commercial, business, or voluntary services to Chemours for a period of at least two years after the submission of the Engineering Evaluation Report required by Paragraph 17 of this Appendix; and

c. Chemours shall not provide future employment to the Engineering Evaluator or its personnel who managed, conducted, or otherwise participated in the Engineering Evaluation for a period of at least two years after the submission of the Engineering Evaluation Report required by Paragraph 17 of this Appendix.

13. In the event the Engineering Evaluator approved by EPA is no longer available or willing to perform the work described in Paragraphs 15–17 of this Appendix when notified of their selection by Chemours, then Chemours shall, within 30 Days after receipt of EPA's approval pursuant to Paragraph 11 of this Appendix, re-submit a list of at least three qualified, third-party candidates that meet the requirements detailed in Paragraph 10.a.–10.b of this Appendix. Chemours may include any previously submitted candidates that EPA has not disapproved. EPA will use its best efforts to review Chemours' candidate list within 15 Days of receipt of the candidate list. If the Parties are unable to agree on an Engineering Evaluator, the Parties agree to resolve the selection of the Engineering Evaluator through the Dispute Resolution process described in Section IX of the Consent Decree.

14. Chemours shall provide the Engineering Evaluator with a copy of this Appendix, as well as grant them access to the Carbooxohalide Processes, and shall provide or otherwise make available any necessary personnel, documents, and health and safety training to fully perform all activities required by Appendix.

15. Contractual Timelines for Engineering Evaluation and Report. Chemours' contract with the Engineering Evaluator shall require the Engineering Evaluator to perform the following duties:

a. Within 120 Days of being hired by Chemours, complete the Engineering Evaluation of the Carbooxohalide Processes in accordance with Paragraph 16 of this Appendix; and

b. Within 60 Days of completing the Engineering Evaluation, prepare and concurrently submit to EPA and Chemours the Engineering Evaluation Report as set forth in Paragraph 17 of this Appendix.

16. Engineering Evaluation. The Engineering Evaluator shall undertake the following actions and address the items listed below in the Engineering Evaluator's Report as detailed in Paragraph 17 of this Appendix:

a. With respect to the information required by Paragraphs 16.a.i.–.ii of this Appendix below, conduct an on-site review of the Carbooxohalide Processes that assesses the accuracy and completeness of the description and documentation of the current Carbooxohalide Processes, including the boundaries of the Carbooxohalide Processes, site maps, and depictions of the placements and types of air monitoring equipment, as described and documented in the Submittal for this Appendix. The Engineering Evaluator shall ensure that their assessment of the Submittal includes a review of the accuracy and completeness of the information detailed in Paragraph 16.a.i.–ii, below, of this Appendix. To the extent the Engineering Evaluator finds that the Submittal for this Appendix does not contain all the information required by Paragraph 16.a.i–.ii of this Appendix, or identifies information required by Paragraph 16.a.i.–.ii of this

Appendix that warrants clarification or correction, the Engineering Evaluator shall supplement, clarify, or correct the Submittal for this Appendix to:

i. Identify all points for potential Releases from the Carbooxohalide Processes; and

ii. Provide a process flow diagram (i.e., a diagram illustrating the process configuration using graphical symbols that show all major equipment, piping, connections with other processes, and utilities) that identifies all potential Release points.

b. Quantifying Potential Releases and Determining Their Causes. Estimate the quantity in mass of Carbooxohalide released from each potential Release point during a Calendar Year using the maximum Carbooxohalide production rates at Fayetteville Works. In determining such quantity, the Engineering Evaluator shall consider all relevant factors and review Chemours' estimate of the annual quantity in mass of Carbooxohalide released under maximum production rates at Fayetteville Works as documented in the Submittal. Additionally, the Engineering Evaluator shall determine the potential causes for any potential Releases at each identified potential Release point.

i. Monitoring Data. The estimate of the quantity of Carbooxohalide Released from each Point Source pursuant to Paragraph 16.b shall be based on at least one monitoring event that includes Carbooxohalide as an analyte and is performed during normal operations when such Point Source is accessible and where monitoring can be safely performed. The monitoring event shall occur when each Point Source is expected to have the highest quantity of Releases in mass during the period of the Engineering Evaluation.[4] Data from

[4] Such point source monitoring events shall use the methods required and protocol approved pursuant to the Fayetteville Works Title V Permit.

monitoring events within the twelve months preceding the Engineering Evaluation as required by the Fayetteville Works Title V Permit may be used as long as the monitoring event occurred during normal operations at a time when the Point Source was expected to have the highest quantity of Releases in mass during that twelve-month period.

ii. Models and Other Engineering Tools. In addition to relying on monitoring data and other engineering tools to determine the expected quantity of Point Source Releases, when the Engineering Evaluator uses calculation methods, modeling, and other engineering tools to determine the quantity of Point Source Releases or outdoor Fugitive Emissions, the Engineering Evaluator shall employ its best professional judgment and recognized and generally accepted good engineering methods to estimate the quantities of Releases.

c. Quantifying Production Volume. Estimate the quantity in mass of Carbooxohalide manufactured during a Calendar Year using the maximum Carbooxohalide production rates at Fayetteville Works. In determining such quantity, the Engineering Evaluator shall consider all relevant factors and review Chemours' estimate of the annual quantity in mass of Carbooxohalide manufactured under maximum production rates at Fayetteville Works as documented in the Submittal.

d. Efficacy of Existing Controls. Determine the expected efficacy of existing pollution control devices for preventing and mitigating potential Releases. For potential Point Source Releases to air, this determination shall be based on the monitoring conducted pursuant to Paragraph 16.b.i of this Appendix, along with other existing information and calculations to determine the expected reduction efficiency of each pollution control device (expressed as a percentage of Carbooxohalide removed or destroyed on a mass basis). For potential Fugitive

Emissions from the Carbooxohalide Processes, this determination involves evaluating Chemours' programs and Controls to address and prevent such Releases, which may include elements such as those set forth in Paragraph 16.d.i-.iii. For any of the following element(s) that are not included in Chemours' program and/or not documented in the corresponding written component, the Engineering Evaluator shall propose recommendations to incorporate such element(s) into Chemours' program to address and prevent Fugitive Emissions and/or corresponding written component, as part of the Engineering Evaluation Report required by Paragraph 17 of this Appendix:

i. LDAR Program.[5]

1) *Component Identification*. Identification of all relevant components included in the LDAR Program and procedures for maintaining up-to-date documentation of identified relevant components.

2) *Personnel Oversight and Training*. Contractor oversight and regular training for all applicable employees and contractors covering their respective duties under the LDAR Program.

3) *LDAR Program Audit*. Routine comprehensive LDAR Program audits, procedures for timely correction of identified deficiencies, and documentation of audit findings and responses.

[5] To the extent applicable, the Engineering Evaluator will review the adequacy of the LDAR Program using the practices identified in EPA's Leak Definition and Repair: Best Practices Guide, https://www.epa.gov/sites/default/files/2014-02/documents/ldarguide.pdf.

4) *Monitoring*.

a) *Instrumentation*. Monitoring instrumentation appropriate for detecting Carbooxohalide leaks and procedures to routinely maintain and calibrate the instrumentation.

b) *Frequency*. Frequency of routine monitoring, taking into consideration of components that could contribute most to equipment leaks.

c) *Documentation*. Documentation of monitoring results and relevant details, including date and time stamps and identification of the monitored component(s), the monitoring instrument(s) used, and the personnel who conducted the monitoring.

d) *Quality Assurance/Quality Control*. Quality assurance/quality control procedures for monitoring results.

5) *Corrective Actions.* Procedures for timely implementation of corrective actions in response to identified leaks, including but not limited to scheduling and implementing repair/replacement of a leaking component, operational changes, and monitoring changes.

6) *Leak Definition.* A leak definition of Carbooxohalide that describes how a leak of Carbooxohalide is identified is provided for each type of instrumentation. For instrumentation capable of quantifying airborne concentrations, the leak definition includes a leak definition concentration and reference compound(s).[6] For optical gas imaging

[6] As of the Date of Lodging, Chemours uses reference compound(s) as described in the LDAR for Miscellaneous Organic NESHAPs. However, the Engineering Evaluator shall exercise their independent professional judgment in making recommendations, if any, concerning appropriate reference compound(s) pursuant to Paragraph 16.d.i.1.a.ii.6)

instrumentation, the leak definition includes the wavelength band selection and reference compound(s).

7) *Records Maintenance*. Storage and maintenance of relevant LDAR Program records, including monitoring results.

ii. Stationary Air Monitoring Program.

1) *Instrumentation*. The capability of the instrumentation used for stationary air monitoring to detect Fugitive Emissions, including at the Carbooxohalide detection limit, and procedures to routinely maintain, test, and calibrate the instrumentation.

2) *Location*. The quantity and location of stationary air monitors in areas around the Carbooxohalide Processes to detect any potential Fugitive Emissions and allow for early detection of such Releases.

3) *Frequency*. The frequency of sampling for Carbooxohalide at stationary air monitors and the frequency of analysis of such sampling, for the early detection of Fugitive Emissions.

iii. Mechanical Integrity Program. Mechanical Integrity Program that includes procedures and practices to 1) ensure equipment is fastened and connected according to specification during service to prevent Fugitive Emissions; 2) ensure open-ended valves or piping (except emergency pressure relief devices) are equipped with a cap, blind flange, or plug when material is not flowing through the valve or piping; and 3) identify opportunities to replace unrepairable valves with low-emitting ones.

1) Pressure testing procedures for the Carbooxohalide Processes prior to startup.

2) Administrative and engineering Controls during container loading.

3) Mechanisms for capture and Control of Releases from pressure relief devices.

e. Worker Exposure. Determine any potential for worker exposure to Carbooxohalide and, if so, the causes of such potential worker exposure. Quantify worker exposure by referring to available information and existing monitoring data provided by Chemours personnel concerning worker exposure to Carbooxohalide and, in the event the Engineering Evaluator determines in their best professional judgment that additional information is needed to quantify worker exposure, the Engineering Evaluator may obtain such information through direct measurement or engineering estimates that are representative of potential worker exposure, provided the method selected does not affect timely completion of the Engineering Evaluation and Engineering Evaluation Report.

17. Engineering Evaluation Report. The Engineering Evaluator will complete an Engineering Evaluation Report that includes the following:

a. A copy of the Submittal for this Appendix and any other pertinent materials supplied by Chemours with any supplementations, clarifications, and corrections made by the Engineering Evaluator pursuant to Paragraph 16.a of this Appendix;

b. A record of all relevant data and findings from the Engineering Evaluation as set forth in Paragraph 16.b.i–.ii of this Appendix, including, as applicable, all supplemental materials provided and instances of the Engineering Evaluator's use of professional judgment, engineering assumptions, separate assessments, estimations, and calculations, including monitoring data, source test data, equations, and assumptions used in carrying out the on-site assessment and in preparing the Engineering Evaluator's Report;

c. The Engineering Evaluator's proposed additional Controls and changes to existing Controls for the Carbooxohalide Processes to further reduce or prevent the potential for Releases and worker exposure to Carbooxohalide. For each proposed Control or change to an existing Control, the Report will:

i. Include an estimate of the quantity in mass of reductions in Releases, and estimate the annual quantity in mass of reductions in potential worker exposure to Carbooxohalide, that would be achieved by each proposal;

ii. Provide estimated implementation and annual operations and maintenance costs; and

iii. As applicable, explain whether such Control is commercially available and technically feasible.

IV. RESPONSE PLAN TO ENGINEERING EVALUATION REPORT

18. Within 45 Days of its receipt of the Engineering Evaluation Report, Chemours shall submit a proposed Response Plan to EPA for review and approval. The proposed Response Plan shall identify Controls to further reduce or prevent potential Releases, including potential worker exposure to Carbooxohalide, from the Carbooxohalide Processes. The Response Plan shall describe how the implementation of the proposed Plan will, to the extent possible, further reduce or prevent Releases, including worker exposure to Carbooxohalide, from the Carbooxohalide Processes, applying the exclusive factors identified in Paragraph 18.a of this Appendix. EPA's review of the proposed Response Plan will evaluate whether the proposed Response Plan will achieve further reductions in Releases and worker exposure to Carbooxohalide applying the exclusive factors set forth in Paragraph 18.a, as well as evaluate the

adequacy of the proposed Response Plan with respect to the elements set forth in Paragraph 18.b–.e of this Appendix. The proposed Response Plan shall include the following elements:

a. Identification and rationale of Chemours' choice of Controls selected, including effectiveness in reducing or preventing Releases and worker exposure to Carbooxohalide, technical feasibility, and cost considerations. If Chemours chooses a Control that will achieve a lesser reduction in Releases, including a lesser reduction in worker exposure to Carbooxohalide, than another Control proposed in the Report, Chemours shall specify why it chose its selected Control over the proposed one(s) that might achieve greater reductions in Releases, including greater reductions in worker exposure to Carbooxohalide;

b. Actions being or to be taken to implement selected Controls, including proper installation, maintenance, training, and other steps;

c. A proposed schedule to implement the selected Controls and actions identified above in Paragraph 18.a–.b of this Appendix; and

d. A plan for incorporating monitoring of potential Release points into the existing site program to ensure that it includes the following:

i. Point Source Releases. Chemours shall conduct periodic monitoring and/or sampling at each potential Point Source of Releases, as identified by the Submittal for this Appendix and other related materials provided by Chemours (and any supplementations, clarifications, and corrections made by the Engineering Evaluator pursuant to Paragraph 16.a of this Appendix), which shall be included in the Report pursuant to Paragraph 17.a of this Appendix. Periodic monitoring and/or sampling events will be undertaken during normal operations of the Carbooxohalide Processes at the frequency and using the methods

required and protocol approved pursuant to the Fayetteville Works Title V Permit, but no less than once per Calendar Year;

ii. Fugitive Emissions. Chemours shall implement any monitoring and/or sampling protocols set forth in its LDAR Program and Stationary Air Monitoring Program, including any revised monitoring and/or sampling protocols identified pursuant to Paragraph 18 of this Appendix; and

iii. Monitoring and Sampling. Chemours shall initiate monitoring and/or sampling obligations identified pursuant to Paragraph 18.d of this Appendix upon EPA's approval of the Response Plan.

e. Steps for Corrective Action. The Response Plan shall include a description of the measures to be taken in the event of any start-up, shutdown, or malfunction of one or more of the Carbooxohalide Processes that may impact the effectiveness of any implemented Controls or that otherwise may cause a Release, including worker exposure to Carbooxohalide, during start-up, shutdown, or malfunction. Chemours' procedures to mitigate potential Releases, including potential worker exposure to Carbooxohalide, during any start-up, shutdown, or malfunction event must require implementing such mitigation measures when appropriate as expeditiously as possible.

f. Documentation. Chemours shall retain the following for the period of time specified in the Fayetteville Works Title V Permit, but no less than five years:

i. Documentation of all inspections, evaluations, plans and schedules for future maintenance, testing, and periodic updates to the Controls to ensure effectiveness; and

ii. Documentation related to any occurrence prompting a Release during any start-up, shutdown, or malfunction event (including its duration and the estimated

quantity of Carbooxohalide released). This documentation shall also specify any subsequent corrective actions taken during the event to mitigate that potential Release, including potential worker exposure to Carbooxohalide, and if the actions were effective.

19. Review and Approval. EPA will use its best efforts to comment on the proposed Response Plan within 45 Days after receipt. Within 45 Days of receiving any EPA comments on the proposed Response Plan, Chemours shall either: 1) revise the Response Plan in response to EPA's written comments and submit the revised Response Plan to EPA for review and approval or 2) request a conference of the Parties and the Engineering Evaluator in order to timely discuss EPA's comments on the Response Plan and for the Parties to seek to resolve any areas of disagreement within 30 Days following the Parties' conference. If the Parties fail to resolve disagreements within 30 Days of the Parties' conference, Chemours shall invoke the Dispute Resolution procedures set forth in Section IX of this Consent Decree.

20. Implementation. Upon approval by EPA of a final Response Plan, Chemours shall implement the Response Plan in accordance with the schedules set forth therein.

21. Notification and Information Submission. Within 90 Days of implementing all Controls identified in the approved Response Plan, Chemours shall notify EPA that the implementation is complete and provide the following:

i. The date on which Chemours began fully operating all Controls identified in the approved Response Plan; and

ii. All monitoring and/or sampling data obtained since entry of the Consent Decree at each potential Release point identified in the Response Plan approved by EPA.

Appendix E: Drinking Water Requirements

I. Definitions

1. Terms used in this Appendix that are defined in the Safe Drinking Water Act, 42 U.S.C. § 300f et seq, the Clean Water Act, or Water Pollution Control Act or in regulations promulgated pursuant to such Acts shall have the meanings assigned to them in such Acts and regulations, unless otherwise provided in this Consent Decree. Terms used in this Appendix that are defined in Section III (Definitions) of this Consent Decree have the meanings assigned to them in that Section. Whenever the terms set forth below are used in this Appendix, the following definitions apply:

a. "2017 1431 AOC for Washington Works" means the First Amendment to Order on Consent, dated January 6, 2017, and entered on to administrative dockets SDWA-03-2009-0127-DS and SDWA-05-2009-0001.

b. "Calendar Year" means a one-year period that begins on January 1 and ends on December 31.

c. "Chambers Works Geographic Scope" means the area in New Jersey around Chambers Works that is subject to the sampling requirements of this Consent Decree. The Chambers Works Sampling Map (Attachment A) depicts the initial Chambers Works Geographic Scope, which may be expanded pursuant to the "step-out" sampling requirements of this Consent Decree.

d. "Finished Water" means water that has passed through all treatment processes and is at the point of use for human consumption.

e. "GWUDI" means groundwater under the direct influence of surface water.

f. "HFPO-DA" is an acronym for hexafluoropropylene oxide dimer acid,

which is a PFAS.

g. "HFPO-DA Trigger for Treatment" means the Source Water concentration of HFPO-DA for an eligible Private Water System or Public Water System above which Chemours must offer to provide a temporary and permanent alternative drinking water supply and shall be 10 ppt. If the EPA promulgates a new maximum contaminant level ("MCL") for HFPO-DA which becomes effective, then the HFPO-DA Trigger for Treatment shall be met when the HFPO-DA concentration is greater than the new MCL. If no new MCL for HFPO-DA becomes effective, then the HFPO-DA Trigger for Treatment shall be met when the HFPO-DA concentration is greater than 10ppt.

h. "Method 533" means the EPA method titled "Method 533: Determination of Per- And Polyfluoroalkyl Substances in Drinking Water by Isotope Dilution Anion Exchange Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry."

i. "Method 1633" means the EPA method titled "Method 1633A Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS."

j. "Nationwide Utility Settlement" means settlement of claims in *Aqueous Film-Forming Foam (AFFF) Prods. Liab. Litig. (MDL 2873)*, Master Dkt. No. 2:18-MN-2873-RMG (D.S.C.)

k. "PFAS" is an acronym for per- and polyfluoroalkyl substances.

l. "PFNA" is an acronym for perfluorononanoic acid, which is a PFAS.

m. "PFOA" is an acronym for perfluorooctanoic acid, which is a PFAS.

n. "PFOS" is an acronym for perfluorooctane sulfonic acid, which is a PFAS.

o. "ppt" means parts per trillion.

p. "Private Water System" means a system that is used for human consumption by individual property users or serves less than 25 persons per year and/or is otherwise not a Public Water System.

q. "Public Water System" means a system that provides piped drinking water for human consumption to persons within the meaning of Section 1401 of the Safe Drinking Water Act, 42 U.S.C. § 300f(4) and 40 C.F.R. § 141.2.

r. "QAPP" is an acronym for Quality Assurance Project Plan.

s. "Reporting Limit" means the minimum quantity of a target analyte that can be reported with a specified degree of confidence under ideal sample preparation conditions, multiplied by a factor which corrects for any analytical adjustments made during the analyses.

t. "Resampling-Eligible System" means a water system with prior sampling results that did not trigger the alternative drinking water requirements of this Consent Decree and is eligible for resampling that could trigger those requirements.

u. "Sampling Outreach" means oral or written communication, as required in the EPA-approved Work Plan ("Work Plan").

v. "Sector" means a defined geographic area that generally extends radially outward from the facility center coordinate location, as depicted on the Washington Works Sampling Map (Attachment B) and the Chambers Works Sampling Map (Attachment A).

w. "Source Water" means groundwater, GWUDI, or spring water prior to any kind of treatment.

x. "Treatment Outreach" means oral or written communication, as described in the Work Plan.

y. "Washington Works Geographic Scope" means the area around the

Washington Works facility that is subject to the sampling and treatment requirements of this Consent Decree. The Washington Works Sampling Map (Attachment B) depicts the initial Washington Works Geographic Scope which includes the Washington Works Phase 1 Area and Initial Washington Works Phase 2 Area. The Phase 2 Area may be expanded pursuant to the "step-out" sampling requirements of this Appendix.

z. "Washington Works Phase 1 Area" means the geographic area depicted on the Washington Works Sampling Map (Attachment B), which consists of the geographic area within a 15-mile radius of Washington Works in all Sectors.

aa. "Work Plan" means the EPA-approved Work Plan as described in Section IX of this appendix.

bb. "Initial Washington Works Phase 2 Area" means the geographic area depicted on the Washington Works Sampling Map (Attachment B), which consists of (a) the geographic area between a 15-mile and 25-mile radius of Washington Works for Sectors 1, 2, 3, 10, 11, and 12; (b) the geographic area between a 15-mile and 20-mile radius of Washington Works for Sectors 7 and 8; and (c) the geographic area consisting of the Ohio River area ("Ohio River Area") for Sector 7 (to a radius of 30 miles from Washington Works) and Sector 8 (to a radius of 35 miles from Washington Works).

II. Sampling Requirements

2. Chemours shall offer to sample and, if the offer is accepted, sample the Source Water of all eligible Private Water Systems and Public Water Systems in the Washington Works Geographic Scope and in the Chambers Works Geographic Scope for the analytes included in EPA Method 533. This requirement to sample all eligible Private Water Systems and Public Water Systems includes systems that were previously sampled, regardless of the results of that

sampling, unless the system has Existing Sampling Data as described in Paragraph 6 of this Appendix.

3. ***Water Systems Eligible for Sampling.*** The following water systems will be eligible for sampling:

a. All Private Water Systems within the Chambers Works Geographic Scope and Washington Works Geographic Scope.

b. Public Water Systems within the Chambers Works Geographic Scope and Washington Works Geographic Scope that were not eligible for inclusion in the Nationwide Utility Settlement.

c. Newly installed Private Water Systems and Public Water Systems within the Chambers Works Geographic Scope and the Washington Works Geographic Scope, as identified in accordance with the Work Plan.

4. ***Sampling Timing***. As described in the Work Plan, if the offer to sample is accepted, Chemours shall attempt to schedule to collect the sample within [14] Days. Chemours shall collect the sample on the earliest date agreed to by the water system owner. Chemours shall follow the applicable provisions set forth in Section III of this Appendix (Alternative Drinking Water Requirements) following receipt of lab-validated sampling data.

5. ***Sampling Method***. For all sampling and resampling under this Section, Chemours shall use the most current EPA Method 533 and shall analyze for all analytes included in the most current EPA Method 533.

6. ***Existing Sampling Data.***

a. Existing sampling data may be used in lieu of new sampling data to determine that (1) the Triggers for Alternative Drinking Water Requirements set forth in

Paragraph 14 of this Appendix are met; and (2) the "step-out" criteria set forth in Subparagraphs 8.d and 9.a.ii of this Appendix are met, provided that the existing sampling data meets all of the following conditions:

i. The existing sampling data was collected using EPA Method 533, EPA Method 1633, or other validated method;

ii. The existing sampling data includes all analytes for which a Trigger for Alternative Drinking Water is specified in this Appendix;

iii. The existing sampling data is submitted to EPA for review as provided by the laboratory as well as in a searchable format as described in the Work Plan.

b. Existing sampling data may be used in lieu of new sampling data to determine that (1) the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix are not met; and (2) the "step-out" criteria set forth in Subparagraphs 8.d and 9.a.ii of this Appendix are not met, provided that the existing sampling data meets all of the following conditions:

i. The existing sampling data was collected using EPA Method 533, EPA Method 1633, or other validated method;

ii. The existing sampling data includes all analytes for which a Trigger for Alternative Drinking Water is specified in this Appendix;

iii. For existing sampling data below the Triggers for Alternative Drinking Water, the Reporting Limit is less than 4 ppt for PFOA and less than the HFPO-DA Trigger for Treatment;

iv. The existing sampling data is submitted to EPA for review as

provided by the laboratory as well as in a searchable format as described in the Work Plan; and

v. The existing data was collected within 1 year of the Effective Date.

c. If existing sampling data for a system meets the conditions at Subparagraph 6.b of this Appendix and demonstrates that the Triggers for Alternative Drinking Water are not met, then the system shall be identified as a Resampling-Eligible System.

7. ***Sampling Outreach Frequency***. Within the Washington Works Geographic Scope and Chambers Works Geographic Scope, Chemours shall conduct Sampling Outreach to each eligible Private Water System and Public Water System as described in the Work Plan with the offer to sample their respective Private Water System or Public Water System at the frequency set forth in Subparagraphs 7.a and 7.b below.

a. In the first year Chemours is required to offer sampling to a Private Water System or Public Water System as described in Subparagraphs 8.a-8.c of this Appendix, Chemours shall offer to sample at least 3 times, with at least 3 weeks in between each offer ("3X3W Sampling Offer Process").

b. If a Private Water System or Public Water System declines, and the declination is documented in a manner consistent with the Work Plan, or if the system is non-responsive, as defined in the Work Plan, to the sampling offer, then for year 2 through year 5 from the date a Private Water System or Public Water System becomes eligible for sampling, Chemours shall offer to sample at least 1 time each Calendar Year. Provided there are no real property sales and transfers for that property, the offer to sample will be discontinued after five years if Chemours has not received a response to its request to sample.

8. ***Washington Works Sampling Approach.*** For Private Water Systems and Public

Water Systems in the Washington Works Geographic Scope, Chemours shall follow a phased approach to sampling, as set forth below and depicted in the Washington Works Sampling Map (Attachment B).

a. First, within [7] Days of the latter of the Effective Date or Work Plan approval for eligible Private Water Systems and Public Water Systems in the Washington Works Phase 1 Area, Phase 2 Area, and any other area up to the step-out boundaries provided in Subparagraph 8.d.v below, where previous sampling data demonstrates PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment in Source Water, Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process.

b. Sampling for Washington Works Phase 1 Area:

i. Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process to all other Private Water Systems and Public Water Systems in the Washington Works Phase 1 Area in the following sequence:

ii. Systems within a 5-mile radius of Washington Works within [15] Days of the latter of Effective Date or Work Plan approval.

iii. Systems within a 10-mile radius of Washington Works within [30] Days of the latter of the Effective Date or Work Plan approval.

iv. Systems within a 15-mile radius of Washington Works within [45] Days of the latter of the Effective Date or Work Plan approval.

c. Sampling for Washington Works Phase 2 Area:

i. Within [60] Days after completing the Phase 1 Area 3X3W

Sampling Offer Process ("Phase 2 Start Date") Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process to all other eligible Private Water Systems and Public Water Systems in the Initial Washington Works Phase 2 Area. Chemours shall make sampling offers in the Initial Washington Works Phase 2 area in the following sequence:

1. Systems within a 20-mile radius of Washington Works within [30] Days of the Phase 2 Start Date.
2. Systems within a 25-mile radius of Washington Works within [120] Days of the Phase 2 Start Date.
3. Systems within a 30-mile radius of Washington Works within the Ohio River Area for Sectors 7 and 8 within [210] Days of the Phase 2 Start Date.
4. Systems within a 35-mile radius of Washington Works within the Ohio River Area for Sector 8 within [300] Days of the Phase 2 Start Date.

d. ***Step-Out Process for Washington Works Sampling***. Chemours shall commence sampling outreach to eligible Public Water Systems and Private Water Systems beyond the Washington Works Phase 1 Area and Initial Washington Works Phase 2 Area within 60 Days of Chemours' receipt of lab-validated sampling results that meet the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix. Chemours shall comply with the following "step-out" process:

i. If any sample within 1 mile of an existing Sector's outer boundary

demonstrates PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Treatment Trigger, then the geographic area in which Chemours must offer to sample shall be extended 5 miles radially outward from the existing outer boundary of that Sector, and that geographic area shall become part of the Washington Works Geographic Scope.

ii. If there are no eligible Private Water Systems or Public Water Systems within 1 mile of an existing Sector's existing outer boundary, then Chemours must "step out" 1 mile radially from the existing outer boundary of that Sector and offer to sample eligible Private Water Systems and Public Water Systems within the extended 1-mile outer boundary area. If there are no eligible Private Water Systems or Public Water Systems within the extended 1-mile outer boundary area, then Chemours shall continue to "step out" radially in 1-mile increments until an eligible Private Water System or Public Water System is found.

iii. If any eligible Private Water System or Public Water System within a 1-mile outer boundary area has a sampling result with PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment, then the geographic area in which Chemours is required to offer to sample shall be extended 5 miles radially outward from the outer boundary containing the affected system and, and that geographic area shall become part of the Washington Works Geographic Scope.

iv. The "step-out" process is iterative. Once a Sector's outer boundary is extended by 5 miles, if a sample result in that Sector within 1 mile of that

Sector's new outer boundary demonstrates PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment, then the outer boundary shall be extended 5 miles radially outward.

v. The "step-out" process for a Sector ends upon the satisfaction of either of the following:

1. The area in a Sector within 1 mile of that Sector's outer boundary contains at least one sampling-eligible Private Water System or Public Water System and no systems with sampling results with PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment; or
2. The county boundary or boundaries are reached, where the boundaries are the county boundaries of Athens (OH), Gallia (OH), Jackson (WV), Mason (WV), Meigs (OH), Monroe (OH), Morgan (OH), Noble (OH), Pleasants (WV), Washington (OH), Wirt (WV), and Wood (WV).

vi. "Step-out" criteria for Private Water Systems and Public Water Systems within the Ohio River Area will be based solely on sampling results for eligible Private Water Systems and Public Water Systems located within the Ohio River Area as depicted in Attachment B. The "step-out" procedure shall follow the procedure set forth in Subparagraph 8.d. of this Appendix.

vii. If there are eligible Private Water Systems or Public Water Systems with sampling results where PFOA concentrations are above 4 ppt or HFPO-DA concentrations are above the HFPO-DA Trigger for Treatment within

the 25-30 mile Ohio River Area in Sector 8, then Chemours shall propose for EPA approval an expanded Ohio River Area from the 35-mile boundary to the boundary of Gallia County.

viii. When the requirement to offer to sample is triggered through the "step-out" process, Chemours shall commence the 3X3W Sampling Offer Process.

9. ***Chambers Works Sampling Approach***. For eligible Private Water Systems and Public Water Systems in the Chambers Works Geographic Scope, Chemours shall follow the sampling approach as set forth below and depicted in the Chambers Works Sampling Map (Attachment A).

a. Initial Sampling:

i. Within [7] Days of the later of the Effective Date or Work Plan approval for eligible Private Water Systems and Public Water Systems within an 8-mile radius of Chambers Works, where previous sampling data demonstrates PFOA concentrations above 4 ppt, PFOS concentrations above 13 ppt, PFNA concentrations above 13 ppt, or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment in Source Water, Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process.

ii. Within [30] days of completion the 3X3W Sampling Offer Process in Paragraph 9.a.1 above, Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence Sampling Outreach to all other eligible Private Water Systems and Public Water Systems within an 8-mile

radius of Chambers Works.

b. ***Step-Out" Process for Chambers Works Sampling***. Chemours shall commence sampling outreach to eligible Private Water Systems and Public Water Systems beyond the initial 8-mile radius from Chambers Works within 60 Days of Chemours' receipt of lab-validated sampling results that meet the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix. Chemours shall comply with the following "step-out" process:

i. If any sample within 1 mile of the outer boundary for initial Chambers Works sampling (within a radius between 7-8 miles from Chambers Works within New Jersey) demonstrates PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment, then the geographic area in which Chemours is required to offer to sample shall be extended an additional 1 mile radially outward within that Sector from the existing outer boundary (to a radius of 9 miles from Chambers Works within New Jersey) and shall become part of the Chambers Works Geographic Scope.

ii. When one of the following conditions is met, then the geographic area in which Chemours is required to offer to sample shall be extended an additional 1 mile radially outward within that Sector from the existing outer boundary and shall become part of the Chambers Works Geographic Scope:

iii. There are no eligible Private Water Systems or Public Water Systems within the most recent 1-mile "step-out" area for that Sector;

iv. For "step-out" areas up to a radius of 10 miles from Chambers Works, any sample within the most recent "step-out" area for that sector

demonstrates PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment; or

v. For "step-out" areas beyond a radius of 10 miles from Chambers Works, any sample within the most recent "step-out" area for that Sector demonstrates HFPO-DA levels above the HFPO-DA Trigger for Treatment;

vi. The "step-out" process for a Sector ends upon the satisfaction of one of the following three conditions:

vii. For a radius of up to 10 miles from Chambers Works, the most recent "step-out" area for that Sector contains at least one Private Water System or Public Water System and no systems sampled demonstrate PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment;

viii. For a radius beyond 10 miles from Chambers Works, the most recent "step-out" area for that Sector contains at least one Private Water System or Public Water System and no systems sampled demonstrate HFPO-DA levels above the HFPO-DA Trigger for Treatment; or

ix. The boundary for either Gloucester County or Salem County has been reached.

10. ***Concurrent Sampling at Chambers Works***. Chemours may conduct the resampling of wells in Miles 0-7 in a phased approach, but this will be conducted concurrently with the sampling of Miles 7-8 and/or subsequent step out sampling to Mile 10, Gloucester County, and Salem County.

11. ***Eligibility for Sampling at Request of Affected Private Water System or Public Water System***.

a. After Chemours makes an offer to sample and the eligible Private Water System or Public Water System declines or does not respond to the offer, the eligible system can make a sampling request at any time where the system has not been sampled pursuant to this Consent Decree.

b. An eligible Private Water System or Public Water System may request resampling pursuant to the Resampling provision set forth in Paragraph 12.c of this Appendix.

12. ***Resampling***. Chemours shall resample eligible Private Water Systems and Public Water Systems for which lab-validated sampling data obtained pursuant to this Consent Decree demonstrates that these systems do not meet any of the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix (collectively, "Resampling-Eligible Systems"), as described in this Paragraph and required by the Work Plan:

a. Chemours shall resample 10 percent of Resampling-Eligible Systems each year for a period of 10 years from the Effective Date.

b. Chemours must consult with EPA to determine the specific subset of the Resampling-Eligible Systems that will be resampled each Calendar Year as described in the Work Plan.

c. Resampling can be requested by an affected consumer of a Resampling-Eligible System at any time, up to a maximum of once per Calendar Year.

d. Following receipt of lab-validated data for resampled systems, Chemours shall follow the applicable provisions set forth in Section III of this Appendix (Alternative Drinking Water Requirements), Subparagraph 8.d of this Appendix (Step-Out Provisions for

Chambers Works Sampling), and Subparagraph 9.a.ii of this Appendix (Step-Out Provisions for Washington Works Sampling).

13. Within [14] Days of Chemours' receipt of lab-validated sampling results or Chemours' invocation Paragraph 6 of this Appendix (Existing Sampling Data), Chemours shall provide notification of those results to affected Private Water System consumers and Public Water Systems as described in the Work Plan.

III. Alternative Drinking Water Requirements

14. ***Triggers for Alternative Drinking Water Requirements.*** Chemours shall meet the requirements set forth in Paragraph 16 of this Appendix (Temporary Alternative Drinking Water Supply) and Paragraph 17 of this Appendix (Permanent Alternative Drinking Water Supply) for all eligible Private Water and Public Water Systems where lab-validated sampling data demonstrates that:

a. Source Water in the Washington Works Geographic scope up to and including the 20-mile radius from Washington Works contains PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment;

b. Source Water in the Washington Works Geographic scope beyond the 20-mile radius from Washington Works meets one of the following two conditions:

i. PFOA concentration that is both above 4 ppt and above the PFOS concentration for the Source Water sample; or

ii. HFPO-DA concentration that is above the HFPO-DA Trigger for Treatment.

c. Source Water in the Chambers Works Geographic Scope contains PFOA concentrations above 4 ppt, PFOS concentrations above 13 ppt, PFNA concentrations above 13

ppt, or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment.

15. Private Water Systems and Public Water Systems currently receiving treatment under the 2017 1431 AOC for Washington Works shall continue to receive treatment, with Operation and Maintenance Requirements set forth in Paragraph 22 of this Appendix.

16. ***Requirements for Temporary Alternative Drinking Water Supply***. For those eligible Private Water Systems and Public Water Systems where new lab-validated sampling data meets the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix, Chemours shall offer a temporary provision of bottled water as soon as practicable, but in any event no later than [14] Days after receipt of the new lab-validated sampling data as described in the Work Plan. For those eligible Private Water Systems and Public Water Systems where Chemours invokes Paragraph 6 of this Appendix (Existing Sampling Data) in lieu of resampling, Chemours shall offer a temporary provision of bottled water as soon as practicable, but in any event no later than [14] Days after the Effective Date as described in the Work Plan. As described in the Work Plan, once an eligible Private Water System or Public Water System accepts temporary bottled water, Chemours shall provide temporary bottled water until a permanent alternative drinking water supply is provided, except as follows:

a. If the affected Private Water System or Public Water System declines, orally or in writing to accept the temporary provision of bottled water, and the declination is documented in a manner consistent with the Work Plan.

b. If Chemours is providing the affected Private Water System or Public Water System bottled water as an alternative drinking water supply as of the Effective Date, Chemours shall notify such “grandfathered” Private Water Systems and Public Water Systems

that they are entitled to receive, and shall receive, bottled water from Chemours for 10 years from the Effective Date, regardless of whether another exception in this Paragraph applies. This exception applies unless and until a permanent alternative drinking water supply is provided or the consumer declines, orally or in writing, to continue receiving bottled water, and the declination is documented in a manner consistent with the Work Plan. Chemours shall inform such grandfathered Private Water Systems and Public Water Systems that they may request a permanent alternative drinking water supply at any time and, upon request, Chemours shall provide a permanent alternative drinking water supply for such systems.

c. If the affected Private Water System or Public Water System declines orally or in writing the offer of permanent alternative drinking water supply, and the declination is documented in a manner consistent with the Work Plan, Chemours may cease providing bottled water one year from the receipt of the declination except if they qualify as a grandfathered Private Water System or Public Water System as provided in Subparagraph 16.b of this Appendix.

d. If the affected Private Water System or Public Water System is non-responsive, as defined by the Work Plan, to the offer of a permanent alternative drinking water supply and the non-responsiveness is documented in a manner consistent with the Work Plan, Chemours may cease providing temporary bottled water after one year from Chemours' initial offer of a permanent alternative drinking water supply except if they qualify as a grandfathered Private Water System or Public Water System as provided in Subparagraph 16.b of this Appendix.

17. ***Requirements for Permanent Alternative Drinking Water Supply.***

a. Treatment Outreach Frequency:

i. Within [14] Days of receiving lab-validated sampling data that meets the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix, Chemours shall conduct Treatment Outreach to the affected Private Water System or Public Water System with an offer to provide a permanent alternative drinking water supply as described in the Work Plan.

ii. In the first year after receipt of lab-verified sampling results that meet the Triggers for Alternative Drinking Water Requirements set forth at Paragraph 14 of this Appendix, Chemours shall conduct Treatment Outreach at least 3 times, with at least 3 weeks between each offer.

iii. For year 2 through year 5 from receipt of lab-verified sampling results that meet the Triggers for Alternative Drinking Water Requirements, Chemours shall conduct Treatment Outreach at least 1 time each Calendar Year.

iv. The permanent alternative drinking water options offered to the affected Private Water System or Public Water System consumers shall consist of a connection to a Public Water System, if available, or a treatment system. For a treatment system, an affected Private Water System or Public Water System may choose a viable option from the following treatment systems: point-of-entry ("POE") granular activated carbon ("GAC") system, (up to 3) point-of-use reverse osmosis ("RO") systems, or other EPA-approved treatment system as described in the Work Plan.

b. As soon as practicable, but in any event no later than [14] Days after an affected Private Water System or Public Water System selects a permanent alternative drinking water option, Chemours shall act to initiate design and seek necessary regulatory permits to facilitate installation of the selected option.

c. Chemours shall begin providing the selected permanent alternative drinking water option as described in the Work Plan.

Revisions to Sampling Requirements and Alternative Drinking Water Requirements

18. Possible Proximate Separate Source(s). If Chemours identifies a proximate separate source(s) of PFAS in the Washington Works Geographic Scope or in the Chambers Works step-out area, Chemours may submit to EPA for consideration information about that source's contribution to the contamination.

a. Timing, Number and Scope of Submissions. There shall be no more than 4 submissions each for Washington Works and Chambers Works for each 6-month period running from January 1 through June 30 and from July 1 through December 31, unless Chemours requests to exceed this submission limit and EPA agrees. Each submission shall be provided for an individual Private Water System or Public Water System that Chemours identifies, unless there is a basis for Chemours to aggregate more than one system in a single submission based on geographic proximity of such systems to each other or to the proximate separate source of contamination. Aggregated submission will include a system-specific analysis of the source of contamination for each system included in the submission.

b. Evaluation of Submissions. Based on its review of each submission, EPA will determine whether the requirements of Paragraph 8.d of this Appendix (Step-Out Process for Washington Works Sampling), Paragraph 9.b of this Appendix (Step-Out Process for Chambers

Works Sampling), Paragraph 16 of this Appendix (Requirements for Temporary Alternative Drinking Water Supply) and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply) shall not apply for the Private Water System(s) or Public Water System(s) included in that submission. Such determination by EPA shall be subject to the provisions of Consent Decree Section IX (Dispute Resolution).

c. Requirements During EPA's Review of Submission. From the date of each submission until EPA notifies Chemours of its determination in writing or, if Chemours disputes an EPA determination pursuant to Consent Decree Section IX (Dispute Resolution), until the final resolution of that dispute, including any judicial review pursuant to Consent Decree Paragraphs 53-56:

i. Chemours shall provide bottled water for each Private Water System(s) and Public Water System(s) included in that submission; and

ii. For the Private Water System(s) and Public Water System(s) included in that submission, Chemours does not have to comply with the requirements of Paragraph 8.d of this Appendix (Step-Out Process for Washington Works Sampling), Paragraph 9.b of this Appendix (Step-Out Process for Chambers Works Sampling), and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply).

iii. Once a determination is made that Chemours does not have to comply with the requirements of Paragraph 8.d of this Appendix (Step-Out Process for Washington Works Sampling), Paragraph 9.b of this Appendix (Step-Out Process for Chambers Works Sampling), and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply), Chemours

may cease providing bottled water to the Private Water Systems and Public Systems in that submission following 50 days written notice to those Systems, as described in the Work Plan.

IV. Treatment Operation and Maintenance

19. ***Private Water System and Public Water System Treatment Operation and Maintenance ("O&M")***.

a. Chemours shall conduct performance sampling of point-of-entry GAC treatment systems at Private Water Systems and Public Water Systems in the Chambers Works Geographic Scope and Washington Works Geographic Scope at the following frequency:

i. In the first two years following the start of operation of the treatment system, Chemours shall conduct performance sampling once per quarter following the installation of the treatment system as described in the Work Plan.

ii. Thereafter, Chemours may submit alternate proposed sampling frequencies and a rationale for its proposal of performance sampling for EPA review and approval. At a minimum, performance sampling shall be completed by Chemours at least once per Calendar Year as described in the Work Plan. Chemours shall continue to maintain treatment systems at Private Water Systems and Public Water Systems until each system's Source Water, prior to treatment, has concentrations below the Triggers for Alternative Drinking Water Requirements set forth at Paragraph 14 of this Appendix for four consecutive performance sampling events.

b. As to RO units, Chemours shall install RO units that signal (by indicator light or other notification method) when the unit requires maintenance, shall inform the system

about RO unit maintenance signals and requirements, and shall conduct the maintenance when the system informs Chemours that the maintenance is required. Chemours shall conduct confirmatory performance sampling on a subset of RO units after installation as further described in the Work Plan to ensure the units are functioning appropriately and are meeting the required performance standards. Chemours shall also conduct performance sampling at any system's request up to once per year.

V. Public Water Systems: Existing Treatment and O&M Under the 2017 1431 AOC for Washington Works

20. Chemours shall continue to maintain the existing treatment systems for Public Water Systems until the systems' Source Water, prior to treatment, has a PFOA concentration that is equal to or less than 4 ppt and an HFPO-DA concentration that is equal to or less than the HFPO-DA Trigger for Treatment for four consecutive quarters.

21. If both the PFOA and HFPO-DA MCLs are invalidated, then Chemours shall continue to maintain existing treatment systems for Public Water Systems until the systems' Source Water, prior to treatment, have a PFOA concentration that is equal to or less than 70 ppt for four consecutive quarters.

22. Chemours shall maintain the treatment systems to treat water to a PFOA concentration that is equal to or less than 4 ppt and an HFPO-DA concentration that is equal to or less than the HFPO-DA Trigger for Treatment (or 70 ppt for PFOA in the event both MCLs are invalidated). The manner of operation and maintenance as described in the Work Plan shall be consistent with requirements for Public Water Systems under the Safe Drinking Water Act.

VI. Tracking Real Property Sales and Transfers

23. For 20 years from the Effective Date, as described in the Work Plan, Chemours

shall track real property sales and transfers within the Chambers Works Geographic Scope and Washington Works Geographic Scope for the following properties with a Private Water System or Public Water System:

a. Properties for which sampling was declined or there has been no response to the offer to sample.

i. If there is a real property sale or transfer for one of these properties that results in a change in ownership, the requirements of Paragraph 3 of this Appendix (Water Systems Eligible for Sampling), Paragraph 7 of this Appendix (Sampling Outreach Frequency), and Paragraph 11 of this Appendix (Eligibility for Sampling at Request of Affected Private Water System Consumers or Public Water System), shall, except the deadlines for Sampling Outreach set forth in Paragraph 8 of this Appendix (Washington Works Sampling Approach) and Paragraph 9 of this Appendix (Chambers Works Sampling Approach), run from the date the property sale or transfer is identified by Chemours according to the Work Plan rather than the Effective Date.

ii. The lab-validated results of sampling conducted pursuant to Subparagraph 23.a.i of this Appendix shall be subject to the requirements of Section III of this Appendix (Alternative Drinking Water Requirements).

b. Properties for which the prior affected Private Water System consumer or Public Water System refused or did not respond to options for alternative drinking water supply described at Paragraphs 16 of this Appendix (Requirements for Temporary Alternative Drinking Water Supply) and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply). If there is a real property sale or transfer for one of these properties

that results in a change in ownership, Chemours shall:

i. Follow the requirements set forth in Paragraph 16 of this Appendix (Requirements for Temporary Alternative Drinking Water Supply), except the deadline to offer temporary bottled water shall be [14] Days from the date the property sale or transfer is identified by Chemours according to the Work Plan.

ii. Follow the requirements set forth in Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply), except the deadline to conduct Treatment Outreach shall be [14] Days from the date the property sale or property transfer is identified by Chemours according to the Work Plan. Upon notification of the Private Water System or Public Water System's agreement for permanent alternative water, Chemours shall complete installation as required in the Work Plan.

VII. Reporting Requirements

24. Chemours shall provide progress reports to EPA and the States, as described in the Work Plan, on the requirements of the following Sections of this Appendix: Section II (Sampling Requirements), Section III (Alternative Drinking Water Requirements), Section V (Treatment Operation and Maintenance), Section VI (Public Water Systems Eligible for Treatment and O&M Under the 2017 1431 AOC for Washington Works), and Section VII (Tracking Real Property Sales and Transfers).

VIII. Work Plan Submission

25. Chemours shall submit a proposed Work Plan within [7] Days of the Effective Date. EPA will review the submission and may either approve, disapprove, or revise the proposed Work Plan as provided for in Consent Decree Paragraphs 17-20. Once approved by

EPA, Chemours will implement that Work Plan based on the timing in Paragraph 8 of this Appendix (Washington Works Sampling Approach) and Paragraph 9 of this Appendix (Chambers Works Sampling Approach).

a. When EPA determines that the Work Plan is near final, EPA will provide the Work Plan to New Jersey for its review and comment on elements relevant to Chambers Works. EPA will consider comments from New Jersey that are not in conflict with the terms of Appendix E of the Consent Decree and are provided within 30 Days of the State's receipt of the Work Plan. EPA and Chemours may offer to meet with New Jersey about its comments before the Work Plan is finalized and approved by EPA.

26. The Work Plan shall establish procedures and requirements on, but not be limited to, the following topics:

a. Eligibility.

i. Procedures for identifying eligible public and private water systems.

ii. Procedures for identifying Public Water Systems eligible for inclusion in the Nationwide Utility Settlement.

iii. Procedures for tracking real property sales and transfers on a scheduled basis

iv. Procedures for identifying newly installed eligible private and public water systems.

v. Procedures for identifying "grandfathered" systems on permanent bottled water.

b. Initial Sampling Outreach.

i. Outreach procedures including templates and scripts

ii. Procedures for public outreach when an occupant is different than the owner.

iii. Procedures for when systems do not respond, letters are returned to sender, or systems refuse sampling, including formal templates for refusal.

c. Sampling.

i. Sampling plan.

ii. QAPP.

d. Treatment Outreach.

i. Outreach procedures for notifying systems of sampling results, including templates and scripts.

ii. Outreach procedures for when sampling results indicate a system is not eligible for treatment.

iii. Procedures for when the offer for temporary and permanent treatment is accepted, including formal templates for acceptance of installation of treatment.

iv. Procedures for providing temporary alternative drinking water supply.

v. Procedures for when systems do not respond or refuse provision of a temporary alternative drinking water supply, including formal templates for refusal.

vi. Procedures for providing permanent bottled water for "grandfathered" systems.

vii. Procedures for when systems do not respond or refuse permanent treatment, including formal templates for refusal.

e. Treatment Installation.

i. Temporary Alternative drinking water supply outreach procedures, including templates and scripts.

ii. Permanent Alternative drinking water supply outreach procedures, including templates and scripts.

iii. Procedures for implementing a Permanent Alternative drinking water supply for connection to a Public Water System and for installing GAC or RO to a residence.

iv. Procedures for when systems become eligible for treatment after resampling or if "grandfathered" systems request permeant treatment.

v. Procedures for Chemours to propose and for EPA to review and accept other treatment systems (other than POE GAC and POU RO).

f. O&M

i. Outreach procedures, including templates and scripts.

ii. Procedures for when systems do not respond or refuse O&M, including formal templates for refusal.

iii. Sampling Plan.

iv. QAPP.

v. Procedures for carrying out O&M/ media replacement.

vi. Procedures for determining performance sampling frequency after year 2.

vii. Procedures for carrying out O&M at the Public Water Systems already receiving treatment under the 2017 1431 AOC for Washington Works.

g. Resampling.

i. Procedures for identifying the subset of eligible wells for resampling.

ii. Outreach procedures, including templates and scripts.

iii. Procedures for when systems do not respond or refuse resampling, including formal templates for refusal.

iv. Procedures for when a resampling-eligible system requests sampling.

v. Sampling plan.

vi. QAPP.

h. ***Reporting.*** In an Excel spreadsheet(s) (including latitude/longitude) provide for Public and Private Water Systems:

i. Systems that declined or did not respond to offers to sample. If at any time an offer to sample is accepted, then the system shall be removed.

ii. Systems that declined or did not respond to offers of temporary or permanent alternate drinking water supplies. If at any time an offer of temporary or permanent alternate drinking water supplies is accepted, then the system shall be removed.

iii. Systems that declined or did not respond to offers of O&M. If at any time an offer of O&M is accepted, then the system shall be removed.

iv. All raw sampling data.

v. Systems that did not meet the Criteria for Alternative Water.

vi. Systems that meet the Criteria for Alternative Water.

vii. Systems on Temporary Alternative Water.

viii. Systems that have installation agreements in place but are awaiting permanent alternate drinking water installation.

ix. Systems with GAC installed.

x. Systems with RO installed.

xi. Private Water Systems connected to a Public Water System and which Public Water System it was connected to.

xii. Systems on “grandfathered” bottled water.

xiii. Resampling-eligible systems.

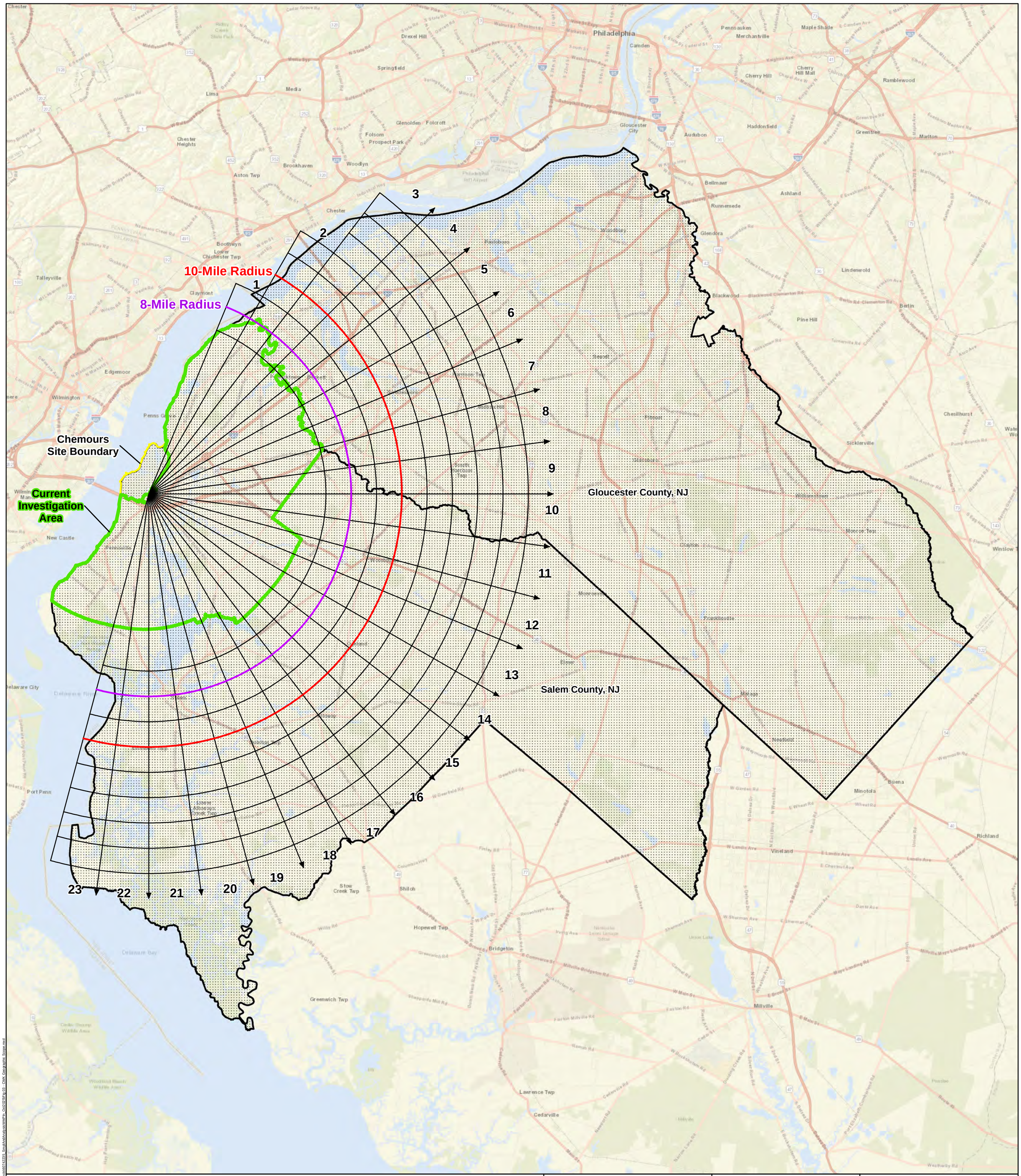
xiv. Resampled systems with analytical results.

xv. Real property sales and transfers.

xvi. Newly installed eligible systems.

xvii. Systems where the Treatment Operation and Maintenance criteria for ceasing treatment has been met.

xviii. A map depicting current sampling areas and sampling results.



Legend

- Current Residential Investigation Area
- Site Boundary
- County Boundary
- 8-Mile Radius
- 10-Mile Radius

0 1.25 2.5 5

Miles

1 inch = 2.5 miles

MAP FORMATTED FOR "C" (17" X 22") SIZE SHEET.
TEXT SCALE NOT VALID FOR DIFFERENT PAGE SIZE.

World Street Map Information
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

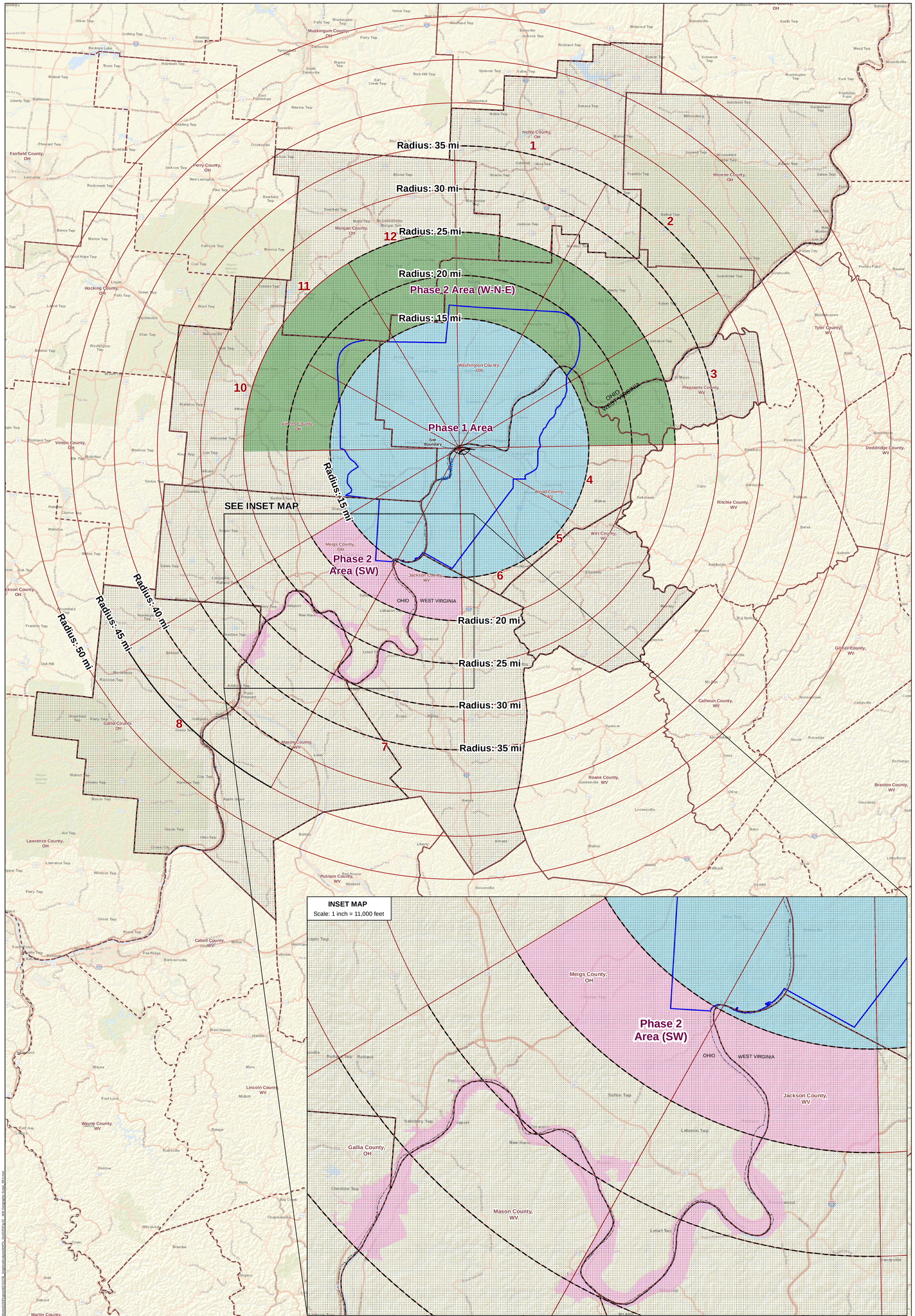
AECOM
248 Chapman Road
Suite 101
Newark, DE 19702

Chambers Works Geographic Scope

Work Plan for the Chemours 2026 DW Program
Washington Works Facility
Parkersburg, West Virginia and
Chambers Works Complex
Deepwater, New Jersey

TASK NUMBER: 25001	PROJECT NUMBER: 60742235
DESIGNED BY: K. L. DAVIS	DATE: 10/2/2025
DRAWN BY: C.DUFFY/G.TANASE	FIGURE NUMBER: 3
DATA QUALITY CHECK BY: S. NORCROSS	

C:\Users\tanaseg\AECOM\EC GIS Services - DCS-AMERICAS\Doc\Port Washington Work\GIS\Projects\60742235_SrvyAndAnalysis\WkPln_Oct2025\Fig 03 - CWK Geographic Scope.mxd



INSET MAP
Scale: 1 inch = 11,000 feet

Legend

- 2017 Order Investigation Area
- Site Boundary
- County Boundary
- State Boundary

Current Investigation Areas

- Phase 1 Area
- Phase 2 Area (W-N-E)
- Phase 2 Area (SW)
- Ohio River Area

0 2.5 5 10
Miles
1 inch = 5 miles
MAP FORMATTED FOR "D" (22" X 34") SIZE SHEET.
TEXT SCALE NOT VALID FOR DIFFERENT PAGE SIZE.

World Street Map Information
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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Washington Works
Geographic Scope

Work Plan for the Chemours 2026 DW Program
Washington Works Facility
Parkersburg, West Virginia and
Chambers Works Complex
Deepwater, New Jersey

TASK NUMBER: 25001	PROJECT NUMBER: 60742235
DESIGNED BY: K. L. DAVIS	DATE: 2/24/2026
DRAWN BY: C.DUFFY/G.TANASE	FIGURE NUMBER: 2
DATA QUALITY CHECK BY: A. PEARCE	

Appendix E: Drinking Water Requirements

I. Definitions

1. Terms used in this Appendix that are defined in the Safe Drinking Water Act, 42 U.S.C. § 300f et seq, the Clean Water Act, or Water Pollution Control Act or in regulations promulgated pursuant to such Acts shall have the meanings assigned to them in such Acts and regulations, unless otherwise provided in this Consent Decree. Terms used in this Appendix that are defined in Section III (Definitions) of this Consent Decree have the meanings assigned to them in that Section. Whenever the terms set forth below are used in this Appendix, the following definitions apply:

a. "2017 1431 AOC for Washington Works" means the First Amendment to Order on Consent, dated January 6, 2017, and entered on to administrative dockets SDWA-03-2009-0127-DS and SDWA-05-2009-0001.

b. "Calendar Year" means a one-year period that begins on January 1 and ends on December 31.

c. "Chambers Works Geographic Scope" means the area in New Jersey around Chambers Works that is subject to the sampling requirements of this Consent Decree. The Chambers Works Sampling Map (Attachment A) depicts the initial Chambers Works Geographic Scope, which may be expanded pursuant to the "step-out" sampling requirements of this Consent Decree.

d. "Finished Water" means water that has passed through all treatment processes and is at the point of use for human consumption.

e. "GWUDI" means groundwater under the direct influence of surface water.

f. "HFPO-DA" is an acronym for hexafluoropropylene oxide dimer acid,

which is a PFAS.

g. "HFPO-DA Trigger for Treatment" means the Source Water concentration of HFPO-DA for an eligible Private Water System or Public Water System above which Chemours must offer to provide a temporary and permanent alternative drinking water supply and shall be 10 ppt. If the EPA promulgates a new maximum contaminant level ("MCL") for HFPO-DA which becomes effective, then the HFPO-DA Trigger for Treatment shall be met when the HFPO-DA concentration is greater than the new MCL. If no new MCL for HFPO-DA becomes effective, then the HFPO-DA Trigger for Treatment shall be met when the HFPO-DA concentration is greater than 10ppt.

h. "Method 533" means the EPA method titled "Method 533: Determination of Per- And Polyfluoroalkyl Substances in Drinking Water by Isotope Dilution Anion Exchange Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry."

i. "Method 1633" means the EPA method titled "Method 1633A Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS."

j. "Nationwide Utility Settlement" means settlement of claims in *Aqueous Film-Forming Foam (AFFF) Prods. Liab. Litig. (MDL 2873)*, Master Dkt. No. 2:18-MN-2873-RMG (D.S.C.)

k. "PFAS" is an acronym for per- and polyfluoroalkyl substances.

l. "PFNA" is an acronym for perfluorononanoic acid, which is a PFAS.

m. "PFOA" is an acronym for perfluorooctanoic acid, which is a PFAS.

n. "PFOS" is an acronym for perfluorooctane sulfonic acid, which is a PFAS.

o. "ppt" means parts per trillion.

p. "Private Water System" means a system that is used for human consumption by individual property users or serves less than 25 persons per year and/or is otherwise not a Public Water System.

q. "Public Water System" means a system that provides piped drinking water for human consumption to persons within the meaning of Section 1401 of the Safe Drinking Water Act, 42 U.S.C. § 300f(4) and 40 C.F.R. § 141.2.

r. "QAPP" is an acronym for Quality Assurance Project Plan.

s. "Reporting Limit" means the minimum quantity of a target analyte that can be reported with a specified degree of confidence under ideal sample preparation conditions, multiplied by a factor which corrects for any analytical adjustments made during the analyses.

t. "Resampling-Eligible System" means a water system with prior sampling results that did not trigger the alternative drinking water requirements of this Consent Decree and is eligible for resampling that could trigger those requirements.

u. "Sampling Outreach" means oral or written communication, as required in the EPA-approved Work Plan ("Work Plan").

v. "Sector" means a defined geographic area that generally extends radially outward from the facility center coordinate location, as depicted on the Washington Works Sampling Map (Attachment B) and the Chambers Works Sampling Map (Attachment A).

w. "Source Water" means groundwater, GWUDI, or spring water prior to any kind of treatment.

x. "Treatment Outreach" means oral or written communication, as described in the Work Plan.

y. "Washington Works Geographic Scope" means the area around the

Washington Works facility that is subject to the sampling and treatment requirements of this Consent Decree. The Washington Works Sampling Map (Attachment B) depicts the initial Washington Works Geographic Scope which includes the Washington Works Phase 1 Area and Initial Washington Works Phase 2 Area. The Phase 2 Area may be expanded pursuant to the "step-out" sampling requirements of this Appendix.

z. "Washington Works Phase 1 Area" means the geographic area depicted on the Washington Works Sampling Map (Attachment B), which consists of the geographic area within a 15-mile radius of Washington Works in all Sectors.

aa. "Work Plan" means the EPA-approved Work Plan as described in Section IX of this appendix.

bb. "Initial Washington Works Phase 2 Area" means the geographic area depicted on the Washington Works Sampling Map (Attachment B), which consists of (a) the geographic area between a 15-mile and 25-mile radius of Washington Works for Sectors 1, 2, 3, 10, 11, and 12; (b) the geographic area between a 15-mile and 20-mile radius of Washington Works for Sectors 7 and 8; and (c) the geographic area consisting of the Ohio River area ("Ohio River Area") for Sector 7 (to a radius of 30 miles from Washington Works) and Sector 8 (to a radius of 35 miles from Washington Works).

II. Sampling Requirements

2. Chemours shall offer to sample and, if the offer is accepted, sample the Source Water of all eligible Private Water Systems and Public Water Systems in the Washington Works Geographic Scope and in the Chambers Works Geographic Scope for the analytes included in EPA Method 533. This requirement to sample all eligible Private Water Systems and Public Water Systems includes systems that were previously sampled, regardless of the results of that

sampling, unless the system has Existing Sampling Data as described in Paragraph 6 of this Appendix.

3. ***Water Systems Eligible for Sampling.*** The following water systems will be eligible for sampling:

a. All Private Water Systems within the Chambers Works Geographic Scope and Washington Works Geographic Scope.

b. Public Water Systems within the Chambers Works Geographic Scope and Washington Works Geographic Scope that were not eligible for inclusion in the Nationwide Utility Settlement.

c. Newly installed Private Water Systems and Public Water Systems within the Chambers Works Geographic Scope and the Washington Works Geographic Scope, as identified in accordance with the Work Plan.

4. ***Sampling Timing***. As described in the Work Plan, if the offer to sample is accepted, Chemours shall attempt to schedule to collect the sample within [14] Days. Chemours shall collect the sample on the earliest date agreed to by the water system owner. Chemours shall follow the applicable provisions set forth in Section III of this Appendix (Alternative Drinking Water Requirements) following receipt of lab-validated sampling data.

5. ***Sampling Method***. For all sampling and resampling under this Section, Chemours shall use the most current EPA Method 533 and shall analyze for all analytes included in the most current EPA Method 533.

6. ***Existing Sampling Data.***

a. Existing sampling data may be used in lieu of new sampling data to determine that (1) the Triggers for Alternative Drinking Water Requirements set forth in

Paragraph 14 of this Appendix are met; and (2) the "step-out" criteria set forth in Subparagraphs 8.d and 9.a.ii of this Appendix are met, provided that the existing sampling data meets all of the following conditions:

i. The existing sampling data was collected using EPA Method 533, EPA Method 1633, or other validated method;

ii. The existing sampling data includes all analytes for which a Trigger for Alternative Drinking Water is specified in this Appendix;

iii. The existing sampling data is submitted to EPA for review as provided by the laboratory as well as in a searchable format as described in the Work Plan.

b. Existing sampling data may be used in lieu of new sampling data to determine that (1) the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix are not met; and (2) the "step-out" criteria set forth in Subparagraphs 8.d and 9.a.ii of this Appendix are not met, provided that the existing sampling data meets all of the following conditions:

i. The existing sampling data was collected using EPA Method 533, EPA Method 1633, or other validated method;

ii. The existing sampling data includes all analytes for which a Trigger for Alternative Drinking Water is specified in this Appendix;

iii. For existing sampling data below the Triggers for Alternative Drinking Water, the Reporting Limit is less than 4 ppt for PFOA and less than the HFPO-DA Trigger for Treatment;

iv. The existing sampling data is submitted to EPA for review as

provided by the laboratory as well as in a searchable format as described in the Work Plan; and

v. The existing data was collected within 1 year of the Effective Date.

c. If existing sampling data for a system meets the conditions at Subparagraph 6.b of this Appendix and demonstrates that the Triggers for Alternative Drinking Water are not met, then the system shall be identified as a Resampling-Eligible System.

7. ***Sampling Outreach Frequency***. Within the Washington Works Geographic Scope and Chambers Works Geographic Scope, Chemours shall conduct Sampling Outreach to each eligible Private Water System and Public Water System as described in the Work Plan with the offer to sample their respective Private Water System or Public Water System at the frequency set forth in Subparagraphs 7.a and 7.b below.

a. In the first year Chemours is required to offer sampling to a Private Water System or Public Water System as described in Subparagraphs 8.a-8.c of this Appendix, Chemours shall offer to sample at least 3 times, with at least 3 weeks in between each offer ("3X3W Sampling Offer Process").

b. If a Private Water System or Public Water System declines, and the declination is documented in a manner consistent with the Work Plan, or if the system is non-responsive, as defined in the Work Plan, to the sampling offer, then for year 2 through year 5 from the date a Private Water System or Public Water System becomes eligible for sampling, Chemours shall offer to sample at least 1 time each Calendar Year. Provided there are no real property sales and transfers for that property, the offer to sample will be discontinued after five years if Chemours has not received a response to its request to sample.

8. ***Washington Works Sampling Approach.*** For Private Water Systems and Public

Water Systems in the Washington Works Geographic Scope, Chemours shall follow a phased approach to sampling, as set forth below and depicted in the Washington Works Sampling Map (Attachment B).

a. First, within [7] Days of the latter of the Effective Date or Work Plan approval for eligible Private Water Systems and Public Water Systems in the Washington Works Phase 1 Area, Phase 2 Area, and any other area up to the step-out boundaries provided in Subparagraph 8.d.v below, where previous sampling data demonstrates PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment in Source Water, Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process.

b. Sampling for Washington Works Phase 1 Area:

i. Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process to all other Private Water Systems and Public Water Systems in the Washington Works Phase 1 Area in the following sequence:

ii. Systems within a 5-mile radius of Washington Works within [15] Days of the latter of Effective Date or Work Plan approval.

iii. Systems within a 10-mile radius of Washington Works within [30] Days of the latter of the Effective Date or Work Plan approval.

iv. Systems within a 15-mile radius of Washington Works within [45] Days of the latter of the Effective Date or Work Plan approval.

c. Sampling for Washington Works Phase 2 Area:

i. Within [60] Days after completing the Phase 1 Area 3X3W

Sampling Offer Process ("Phase 2 Start Date") Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process to all other eligible Private Water Systems and Public Water Systems in the Initial Washington Works Phase 2 Area. Chemours shall make sampling offers in the Initial Washington Works Phase 2 area in the following sequence:

1. Systems within a 20-mile radius of Washington Works within [30] Days of the Phase 2 Start Date.
2. Systems within a 25-mile radius of Washington Works within [120] Days of the Phase 2 Start Date.
3. Systems within a 30-mile radius of Washington Works within the Ohio River Area for Sectors 7 and 8 within [210] Days of the Phase 2 Start Date.
4. Systems within a 35-mile radius of Washington Works within the Ohio River Area for Sector 8 within [300] Days of the Phase 2 Start Date.

d. ***Step-Out Process for Washington Works Sampling***. Chemours shall commence sampling outreach to eligible Public Water Systems and Private Water Systems beyond the Washington Works Phase 1 Area and Initial Washington Works Phase 2 Area within 60 Days of Chemours' receipt of lab-validated sampling results that meet the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix. Chemours shall comply with the following "step-out" process:

i. If any sample within 1 mile of an existing Sector's outer boundary

demonstrates PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Treatment Trigger, then the geographic area in which Chemours must offer to sample shall be extended 5 miles radially outward from the existing outer boundary of that Sector, and that geographic area shall become part of the Washington Works Geographic Scope.

ii. If there are no eligible Private Water Systems or Public Water Systems within 1 mile of an existing Sector's existing outer boundary, then Chemours must "step out" 1 mile radially from the existing outer boundary of that Sector and offer to sample eligible Private Water Systems and Public Water Systems within the extended 1-mile outer boundary area. If there are no eligible Private Water Systems or Public Water Systems within the extended 1-mile outer boundary area, then Chemours shall continue to "step out" radially in 1-mile increments until an eligible Private Water System or Public Water System is found.

iii. If any eligible Private Water System or Public Water System within a 1-mile outer boundary area has a sampling result with PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment, then the geographic area in which Chemours is required to offer to sample shall be extended 5 miles radially outward from the outer boundary containing the affected system and, and that geographic area shall become part of the Washington Works Geographic Scope.

iv. The "step-out" process is iterative. Once a Sector's outer boundary is extended by 5 miles, if a sample result in that Sector within 1 mile of that

Sector's new outer boundary demonstrates PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment, then the outer boundary shall be extended 5 miles radially outward.

v. The "step-out" process for a Sector ends upon the satisfaction of either of the following:

1. The area in a Sector within 1 mile of that Sector's outer boundary contains at least one sampling-eligible Private Water System or Public Water System and no systems with sampling results with PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment; or
2. The county boundary or boundaries are reached, where the boundaries are the county boundaries of Athens (OH), Gallia (OH), Jackson (WV), Mason (WV), Meigs (OH), Monroe (OH), Morgan (OH), Noble (OH), Pleasants (WV), Washington (OH), Wirt (WV), and Wood (WV).

vi. "Step-out" criteria for Private Water Systems and Public Water Systems within the Ohio River Area will be based solely on sampling results for eligible Private Water Systems and Public Water Systems located within the Ohio River Area as depicted in Attachment B. The "step-out" procedure shall follow the procedure set forth in Subparagraph 8.d. of this Appendix.

vii. If there are eligible Private Water Systems or Public Water Systems with sampling results where PFOA concentrations are above 4 ppt or HFPO-DA concentrations are above the HFPO-DA Trigger for Treatment within

the 25-30 mile Ohio River Area in Sector 8, then Chemours shall propose for EPA approval an expanded Ohio River Area from the 35-mile boundary to the boundary of Gallia County.

viii. When the requirement to offer to sample is triggered through the "step-out" process, Chemours shall commence the 3X3W Sampling Offer Process.

9. ***Chambers Works Sampling Approach***. For eligible Private Water Systems and Public Water Systems in the Chambers Works Geographic Scope, Chemours shall follow the sampling approach as set forth below and depicted in the Chambers Works Sampling Map (Attachment A).

a. Initial Sampling:

i. Within [7] Days of the later of the Effective Date or Work Plan approval for eligible Private Water Systems and Public Water Systems within an 8-mile radius of Chambers Works, where previous sampling data demonstrates PFOA concentrations above 4 ppt, PFOS concentrations above 13 ppt, PFNA concentrations above 13 ppt, or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment in Source Water, Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence the 3X3W Sampling Offer Process.

ii. Within [30] days of completion the 3X3W Sampling Offer Process in Paragraph 9.a.1 above, Chemours shall either invoke Paragraph 6 of this Appendix (Existing Sampling Data) or shall commence Sampling Outreach to all other eligible Private Water Systems and Public Water Systems within an 8-mile

radius of Chambers Works.

b. ***Step-Out" Process for Chambers Works Sampling***. Chemours shall commence sampling outreach to eligible Private Water Systems and Public Water Systems beyond the initial 8-mile radius from Chambers Works within 60 Days of Chemours' receipt of lab-validated sampling results that meet the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix. Chemours shall comply with the following "step-out" process:

i. If any sample within 1 mile of the outer boundary for initial Chambers Works sampling (within a radius between 7-8 miles from Chambers Works within New Jersey) demonstrates PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment, then the geographic area in which Chemours is required to offer to sample shall be extended an additional 1 mile radially outward within that Sector from the existing outer boundary (to a radius of 9 miles from Chambers Works within New Jersey) and shall become part of the Chambers Works Geographic Scope.

ii. When one of the following conditions is met, then the geographic area in which Chemours is required to offer to sample shall be extended an additional 1 mile radially outward within that Sector from the existing outer boundary and shall become part of the Chambers Works Geographic Scope:

iii. There are no eligible Private Water Systems or Public Water Systems within the most recent 1-mile "step-out" area for that Sector;

iv. For "step-out" areas up to a radius of 10 miles from Chambers Works, any sample within the most recent "step-out" area for that sector

demonstrates PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment; or

v. For "step-out" areas beyond a radius of 10 miles from Chambers Works, any sample within the most recent "step-out" area for that Sector demonstrates HFPO-DA levels above the HFPO-DA Trigger for Treatment;

vi. The "step-out" process for a Sector ends upon the satisfaction of one of the following three conditions:

vii. For a radius of up to 10 miles from Chambers Works, the most recent "step-out" area for that Sector contains at least one Private Water System or Public Water System and no systems sampled demonstrate PFOA levels above 4 ppt or HFPO-DA levels above the HFPO-DA Trigger for Treatment;

viii. For a radius beyond 10 miles from Chambers Works, the most recent "step-out" area for that Sector contains at least one Private Water System or Public Water System and no systems sampled demonstrate HFPO-DA levels above the HFPO-DA Trigger for Treatment; or

ix. The boundary for either Gloucester County or Salem County has been reached.

10. ***Concurrent Sampling at Chambers Works***. Chemours may conduct the resampling of wells in Miles 0-7 in a phased approach, but this will be conducted concurrently with the sampling of Miles 7-8 and/or subsequent step out sampling to Mile 10, Gloucester County, and Salem County.

11. ***Eligibility for Sampling at Request of Affected Private Water System or Public Water System***.

a. After Chemours makes an offer to sample and the eligible Private Water System or Public Water System declines or does not respond to the offer, the eligible system can make a sampling request at any time where the system has not been sampled pursuant to this Consent Decree.

b. An eligible Private Water System or Public Water System may request resampling pursuant to the Resampling provision set forth in Paragraph 12.c of this Appendix.

12. ***Resampling***. Chemours shall resample eligible Private Water Systems and Public Water Systems for which lab-validated sampling data obtained pursuant to this Consent Decree demonstrates that these systems do not meet any of the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix (collectively, "Resampling-Eligible Systems"), as described in this Paragraph and required by the Work Plan:

a. Chemours shall resample 10 percent of Resampling-Eligible Systems each year for a period of 10 years from the Effective Date.

b. Chemours must consult with EPA to determine the specific subset of the Resampling-Eligible Systems that will be resampled each Calendar Year as described in the Work Plan.

c. Resampling can be requested by an affected consumer of a Resampling-Eligible System at any time, up to a maximum of once per Calendar Year.

d. Following receipt of lab-validated data for resampled systems, Chemours shall follow the applicable provisions set forth in Section III of this Appendix (Alternative Drinking Water Requirements), Subparagraph 8.d of this Appendix (Step-Out Provisions for

Chambers Works Sampling), and Subparagraph 9.a.ii of this Appendix (Step-Out Provisions for Washington Works Sampling).

13. Within [14] Days of Chemours' receipt of lab-validated sampling results or Chemours' invocation Paragraph 6 of this Appendix (Existing Sampling Data), Chemours shall provide notification of those results to affected Private Water System consumers and Public Water Systems as described in the Work Plan.

III. Alternative Drinking Water Requirements

14. ***Triggers for Alternative Drinking Water Requirements.*** Chemours shall meet the requirements set forth in Paragraph 16 of this Appendix (Temporary Alternative Drinking Water Supply) and Paragraph 17 of this Appendix (Permanent Alternative Drinking Water Supply) for all eligible Private Water and Public Water Systems where lab-validated sampling data demonstrates that:

a. Source Water in the Washington Works Geographic scope up to and including the 20-mile radius from Washington Works contains PFOA concentrations above 4 ppt or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment;

b. Source Water in the Washington Works Geographic scope beyond the 20-mile radius from Washington Works meets one of the following two conditions:

i. PFOA concentration that is both above 4 ppt and above the PFOS concentration for the Source Water sample; or

ii. HFPO-DA concentration that is above the HFPO-DA Trigger for Treatment.

c. Source Water in the Chambers Works Geographic Scope contains PFOA concentrations above 4 ppt, PFOS concentrations above 13 ppt, PFNA concentrations above 13

ppt, or HFPO-DA concentrations above the HFPO-DA Trigger for Treatment.

15. Private Water Systems and Public Water Systems currently receiving treatment under the 2017 1431 AOC for Washington Works shall continue to receive treatment, with Operation and Maintenance Requirements set forth in Paragraph 22 of this Appendix.

16. ***Requirements for Temporary Alternative Drinking Water Supply***. For those eligible Private Water Systems and Public Water Systems where new lab-validated sampling data meets the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix, Chemours shall offer a temporary provision of bottled water as soon as practicable, but in any event no later than [14] Days after receipt of the new lab-validated sampling data as described in the Work Plan. For those eligible Private Water Systems and Public Water Systems where Chemours invokes Paragraph 6 of this Appendix (Existing Sampling Data) in lieu of resampling, Chemours shall offer a temporary provision of bottled water as soon as practicable, but in any event no later than [14] Days after the Effective Date as described in the Work Plan. As described in the Work Plan, once an eligible Private Water System or Public Water System accepts temporary bottled water, Chemours shall provide temporary bottled water until a permanent alternative drinking water supply is provided, except as follows:

a. If the affected Private Water System or Public Water System declines, orally or in writing to accept the temporary provision of bottled water, and the declination is documented in a manner consistent with the Work Plan.

b. If Chemours is providing the affected Private Water System or Public Water System bottled water as an alternative drinking water supply as of the Effective Date, Chemours shall notify such “grandfathered” Private Water Systems and Public Water Systems

that they are entitled to receive, and shall receive, bottled water from Chemours for 10 years from the Effective Date, regardless of whether another exception in this Paragraph applies. This exception applies unless and until a permanent alternative drinking water supply is provided or the consumer declines, orally or in writing, to continue receiving bottled water, and the declination is documented in a manner consistent with the Work Plan. Chemours shall inform such grandfathered Private Water Systems and Public Water Systems that they may request a permanent alternative drinking water supply at any time and, upon request, Chemours shall provide a permanent alternative drinking water supply for such systems.

c. If the affected Private Water System or Public Water System declines orally or in writing the offer of permanent alternative drinking water supply, and the declination is documented in a manner consistent with the Work Plan, Chemours may cease providing bottled water one year from the receipt of the declination except if they qualify as a grandfathered Private Water System or Public Water System as provided in Subparagraph 16.b of this Appendix.

d. If the affected Private Water System or Public Water System is non-responsive, as defined by the Work Plan, to the offer of a permanent alternative drinking water supply and the non-responsiveness is documented in a manner consistent with the Work Plan, Chemours may cease providing temporary bottled water after one year from Chemours' initial offer of a permanent alternative drinking water supply except if they qualify as a grandfathered Private Water System or Public Water System as provided in Subparagraph 16.b of this Appendix.

17. ***Requirements for Permanent Alternative Drinking Water Supply.***

a. Treatment Outreach Frequency:

i. Within [14] Days of receiving lab-validated sampling data that meets the Triggers for Alternative Drinking Water Requirements set forth in Paragraph 14 of this Appendix, Chemours shall conduct Treatment Outreach to the affected Private Water System or Public Water System with an offer to provide a permanent alternative drinking water supply as described in the Work Plan.

ii. In the first year after receipt of lab-verified sampling results that meet the Triggers for Alternative Drinking Water Requirements set forth at Paragraph 14 of this Appendix, Chemours shall conduct Treatment Outreach at least 3 times, with at least 3 weeks between each offer.

iii. For year 2 through year 5 from receipt of lab-verified sampling results that meet the Triggers for Alternative Drinking Water Requirements, Chemours shall conduct Treatment Outreach at least 1 time each Calendar Year.

iv. The permanent alternative drinking water options offered to the affected Private Water System or Public Water System consumers shall consist of a connection to a Public Water System, if available, or a treatment system. For a treatment system, an affected Private Water System or Public Water System may choose a viable option from the following treatment systems: point-of-entry ("POE") granular activated carbon ("GAC") system, (up to 3) point-of-use reverse osmosis ("RO") systems, or other EPA-approved treatment system as described in the Work Plan.

b. As soon as practicable, but in any event no later than [14] Days after an affected Private Water System or Public Water System selects a permanent alternative drinking water option, Chemours shall act to initiate design and seek necessary regulatory permits to facilitate installation of the selected option.

c. Chemours shall begin providing the selected permanent alternative drinking water option as described in the Work Plan.

Revisions to Sampling Requirements and Alternative Drinking Water Requirements

18. Possible Proximate Separate Source(s). If Chemours identifies a proximate separate source(s) of PFAS in the Washington Works Geographic Scope or in the Chambers Works step-out area, Chemours may submit to EPA for consideration information about that source's contribution to the contamination.

a. Timing, Number and Scope of Submissions. There shall be no more than 4 submissions each for Washington Works and Chambers Works for each 6-month period running from January 1 through June 30 and from July 1 through December 31, unless Chemours requests to exceed this submission limit and EPA agrees. Each submission shall be provided for an individual Private Water System or Public Water System that Chemours identifies, unless there is a basis for Chemours to aggregate more than one system in a single submission based on geographic proximity of such systems to each other or to the proximate separate source of contamination. Aggregated submission will include a system-specific analysis of the source of contamination for each system included in the submission.

b. Evaluation of Submissions. Based on its review of each submission, EPA will determine whether the requirements of Paragraph 8.d of this Appendix (Step-Out Process for Washington Works Sampling), Paragraph 9.b of this Appendix (Step-Out Process for Chambers

Works Sampling), Paragraph 16 of this Appendix (Requirements for Temporary Alternative Drinking Water Supply) and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply) shall not apply for the Private Water System(s) or Public Water System(s) included in that submission. Such determination by EPA shall be subject to the provisions of Consent Decree Section IX (Dispute Resolution).

c. Requirements During EPA's Review of Submission. From the date of each submission until EPA notifies Chemours of its determination in writing or, if Chemours disputes an EPA determination pursuant to Consent Decree Section IX (Dispute Resolution), until the final resolution of that dispute, including any judicial review pursuant to Consent Decree Paragraphs 53-56:

i. Chemours shall provide bottled water for each Private Water System(s) and Public Water System(s) included in that submission; and

ii. For the Private Water System(s) and Public Water System(s) included in that submission, Chemours does not have to comply with the requirements of Paragraph 8.d of this Appendix (Step-Out Process for Washington Works Sampling), Paragraph 9.b of this Appendix (Step-Out Process for Chambers Works Sampling), and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply).

iii. Once a determination is made that Chemours does not have to comply with the requirements of Paragraph 8.d of this Appendix (Step-Out Process for Washington Works Sampling), Paragraph 9.b of this Appendix (Step-Out Process for Chambers Works Sampling), and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply), Chemours

may cease providing bottled water to the Private Water Systems and Public Systems in that submission following 50 days written notice to those Systems, as described in the Work Plan.

IV. Treatment Operation and Maintenance

19. ***Private Water System and Public Water System Treatment Operation and Maintenance ("O&M")***.

a. Chemours shall conduct performance sampling of point-of-entry GAC treatment systems at Private Water Systems and Public Water Systems in the Chambers Works Geographic Scope and Washington Works Geographic Scope at the following frequency:

i. In the first two years following the start of operation of the treatment system, Chemours shall conduct performance sampling once per quarter following the installation of the treatment system as described in the Work Plan.

ii. Thereafter, Chemours may submit alternate proposed sampling frequencies and a rationale for its proposal of performance sampling for EPA review and approval. At a minimum, performance sampling shall be completed by Chemours at least once per Calendar Year as described in the Work Plan. Chemours shall continue to maintain treatment systems at Private Water Systems and Public Water Systems until each system's Source Water, prior to treatment, has concentrations below the Triggers for Alternative Drinking Water Requirements set forth at Paragraph 14 of this Appendix for four consecutive performance sampling events.

b. As to RO units, Chemours shall install RO units that signal (by indicator light or other notification method) when the unit requires maintenance, shall inform the system

about RO unit maintenance signals and requirements, and shall conduct the maintenance when the system informs Chemours that the maintenance is required. Chemours shall conduct confirmatory performance sampling on a subset of RO units after installation as further described in the Work Plan to ensure the units are functioning appropriately and are meeting the required performance standards. Chemours shall also conduct performance sampling at any system's request up to once per year.

V. Public Water Systems: Existing Treatment and O&M Under the 2017 1431 AOC for Washington Works

20. Chemours shall continue to maintain the existing treatment systems for Public Water Systems until the systems' Source Water, prior to treatment, has a PFOA concentration that is equal to or less than 4 ppt and an HFPO-DA concentration that is equal to or less than the HFPO-DA Trigger for Treatment for four consecutive quarters.

21. If both the PFOA and HFPO-DA MCLs are invalidated, then Chemours shall continue to maintain existing treatment systems for Public Water Systems until the systems' Source Water, prior to treatment, have a PFOA concentration that is equal to or less than 70 ppt for four consecutive quarters.

22. Chemours shall maintain the treatment systems to treat water to a PFOA concentration that is equal to or less than 4 ppt and an HFPO-DA concentration that is equal to or less than the HFPO-DA Trigger for Treatment (or 70 ppt for PFOA in the event both MCLs are invalidated). The manner of operation and maintenance as described in the Work Plan shall be consistent with requirements for Public Water Systems under the Safe Drinking Water Act.

VI. Tracking Real Property Sales and Transfers

23. For 20 years from the Effective Date, as described in the Work Plan, Chemours

shall track real property sales and transfers within the Chambers Works Geographic Scope and Washington Works Geographic Scope for the following properties with a Private Water System or Public Water System:

a. Properties for which sampling was declined or there has been no response to the offer to sample.

i. If there is a real property sale or transfer for one of these properties that results in a change in ownership, the requirements of Paragraph 3 of this Appendix (Water Systems Eligible for Sampling), Paragraph 7 of this Appendix (Sampling Outreach Frequency), and Paragraph 11 of this Appendix (Eligibility for Sampling at Request of Affected Private Water System Consumers or Public Water System), shall, except the deadlines for Sampling Outreach set forth in Paragraph 8 of this Appendix (Washington Works Sampling Approach) and Paragraph 9 of this Appendix (Chambers Works Sampling Approach), run from the date the property sale or transfer is identified by Chemours according to the Work Plan rather than the Effective Date.

ii. The lab-validated results of sampling conducted pursuant to Subparagraph 23.a.i of this Appendix shall be subject to the requirements of Section III of this Appendix (Alternative Drinking Water Requirements).

b. Properties for which the prior affected Private Water System consumer or Public Water System refused or did not respond to options for alternative drinking water supply described at Paragraphs 16 of this Appendix (Requirements for Temporary Alternative Drinking Water Supply) and Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply). If there is a real property sale or transfer for one of these properties

that results in a change in ownership, Chemours shall:

i. Follow the requirements set forth in Paragraph 16 of this Appendix (Requirements for Temporary Alternative Drinking Water Supply), except the deadline to offer temporary bottled water shall be [14] Days from the date the property sale or transfer is identified by Chemours according to the Work Plan.

ii. Follow the requirements set forth in Paragraph 17 of this Appendix (Requirements for Permanent Alternative Drinking Water Supply), except the deadline to conduct Treatment Outreach shall be [14] Days from the date the property sale or property transfer is identified by Chemours according to the Work Plan. Upon notification of the Private Water System or Public Water System's agreement for permanent alternative water, Chemours shall complete installation as required in the Work Plan.

VII. Reporting Requirements

24. Chemours shall provide progress reports to EPA and the States, as described in the Work Plan, on the requirements of the following Sections of this Appendix: Section II (Sampling Requirements), Section III (Alternative Drinking Water Requirements), Section V (Treatment Operation and Maintenance), Section VI (Public Water Systems Eligible for Treatment and O&M Under the 2017 1431 AOC for Washington Works), and Section VII (Tracking Real Property Sales and Transfers).

VIII. Work Plan Submission

25. Chemours shall submit a proposed Work Plan within [7] Days of the Effective Date. EPA will review the submission and may either approve, disapprove, or revise the proposed Work Plan as provided for in Consent Decree Paragraphs 17-20. Once approved by

EPA, Chemours will implement that Work Plan based on the timing in Paragraph 8 of this Appendix (Washington Works Sampling Approach) and Paragraph 9 of this Appendix (Chambers Works Sampling Approach).

a. When EPA determines that the Work Plan is near final, EPA will provide the Work Plan to New Jersey for its review and comment on elements relevant to Chambers Works. EPA will consider comments from New Jersey that are not in conflict with the terms of Appendix E of the Consent Decree and are provided within 30 Days of the State's receipt of the Work Plan. EPA and Chemours may offer to meet with New Jersey about its comments before the Work Plan is finalized and approved by EPA.

26. The Work Plan shall establish procedures and requirements on, but not be limited to, the following topics:

a. Eligibility.

i. Procedures for identifying eligible public and private water systems.

ii. Procedures for identifying Public Water Systems eligible for inclusion in the Nationwide Utility Settlement.

iii. Procedures for tracking real property sales and transfers on a scheduled basis

iv. Procedures for identifying newly installed eligible private and public water systems.

v. Procedures for identifying "grandfathered" systems on permanent bottled water.

b. Initial Sampling Outreach.

i. Outreach procedures including templates and scripts

ii. Procedures for public outreach when an occupant is different than the owner.

iii. Procedures for when systems do not respond, letters are returned to sender, or systems refuse sampling, including formal templates for refusal.

c. Sampling.

i. Sampling plan.

ii. QAPP.

d. Treatment Outreach.

i. Outreach procedures for notifying systems of sampling results, including templates and scripts.

ii. Outreach procedures for when sampling results indicate a system is not eligible for treatment.

iii. Procedures for when the offer for temporary and permanent treatment is accepted, including formal templates for acceptance of installation of treatment.

iv. Procedures for providing temporary alternative drinking water supply.

v. Procedures for when systems do not respond or refuse provision of a temporary alternative drinking water supply, including formal templates for refusal.

vi. Procedures for providing permanent bottled water for "grandfathered" systems.

vii. Procedures for when systems do not respond or refuse permanent treatment, including formal templates for refusal.

e. Treatment Installation.

i. Temporary Alternative drinking water supply outreach procedures, including templates and scripts.

ii. Permanent Alternative drinking water supply outreach procedures, including templates and scripts.

iii. Procedures for implementing a Permanent Alternative drinking water supply for connection to a Public Water System and for installing GAC or RO to a residence.

iv. Procedures for when systems become eligible for treatment after resampling or if "grandfathered" systems request permeant treatment.

v. Procedures for Chemours to propose and for EPA to review and accept other treatment systems (other than POE GAC and POU RO).

f. O&M

i. Outreach procedures, including templates and scripts.

ii. Procedures for when systems do not respond or refuse O&M, including formal templates for refusal.

iii. Sampling Plan.

iv. QAPP.

v. Procedures for carrying out O&M/ media replacement.

vi. Procedures for determining performance sampling frequency after year 2.

vii. Procedures for carrying out O&M at the Public Water Systems already receiving treatment under the 2017 1431 AOC for Washington Works.

g. Resampling.

i. Procedures for identifying the subset of eligible wells for resampling.

ii. Outreach procedures, including templates and scripts.

iii. Procedures for when systems do not respond or refuse resampling, including formal templates for refusal.

iv. Procedures for when a resampling-eligible system requests sampling.

v. Sampling plan.

vi. QAPP.

h. ***Reporting.*** In an Excel spreadsheet(s) (including latitude/longitude) provide for Public and Private Water Systems:

i. Systems that declined or did not respond to offers to sample. If at any time an offer to sample is accepted, then the system shall be removed.

ii. Systems that declined or did not respond to offers of temporary or permanent alternate drinking water supplies. If at any time an offer of temporary or permanent alternate drinking water supplies is accepted, then the system shall be removed.

iii. Systems that declined or did not respond to offers of O&M. If at any time an offer of O&M is accepted, then the system shall be removed.

iv. All raw sampling data.

v. Systems that did not meet the Criteria for Alternative Water.

vi. Systems that meet the Criteria for Alternative Water.

vii. Systems on Temporary Alternative Water.

viii. Systems that have installation agreements in place but are awaiting permanent alternate drinking water installation.

ix. Systems with GAC installed.

x. Systems with RO installed.

xi. Private Water Systems connected to a Public Water System and which Public Water System it was connected to.

xii. Systems on “grandfathered” bottled water.

xiii. Resampling-eligible systems.

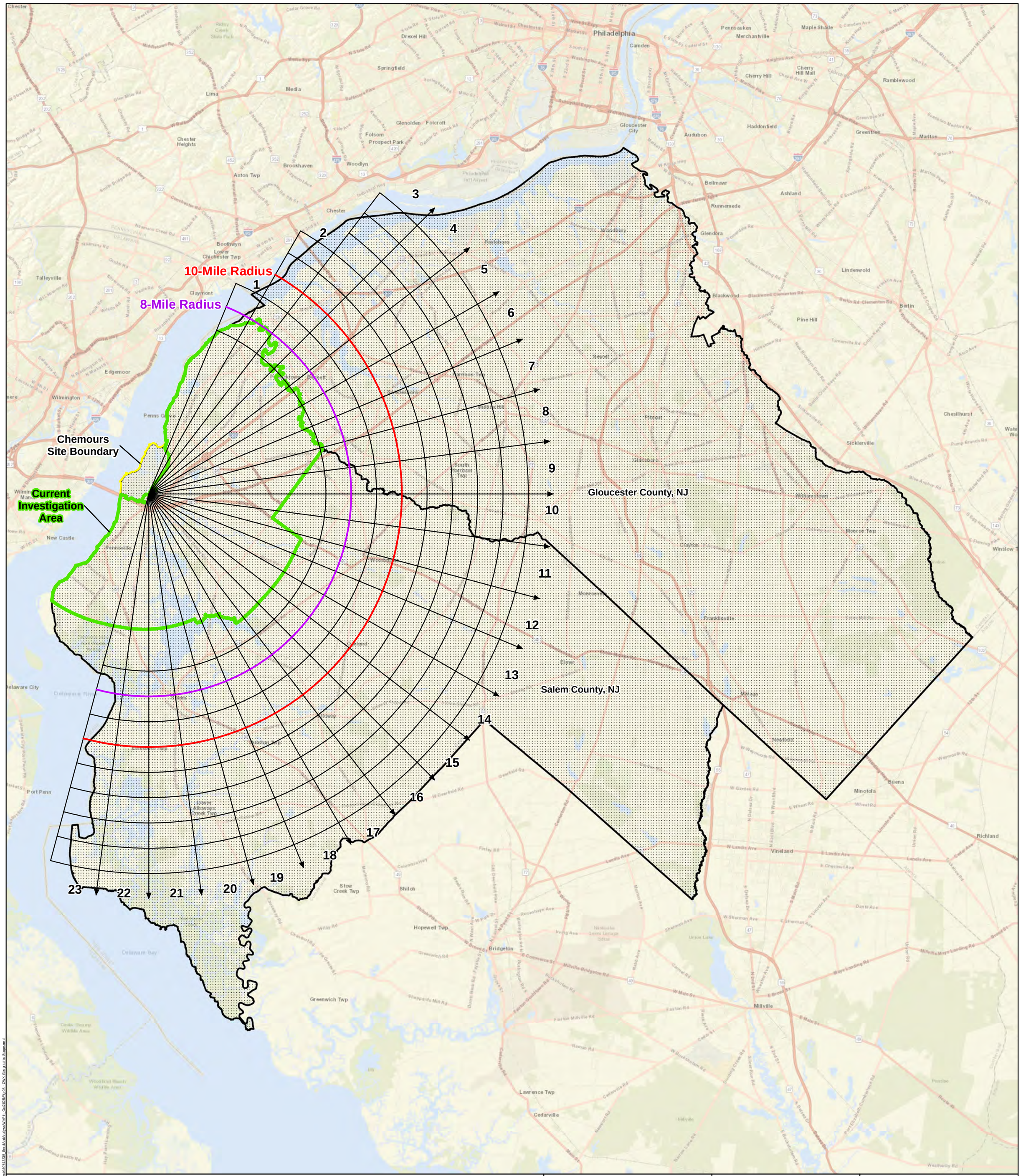
xiv. Resampled systems with analytical results.

xv. Real property sales and transfers.

xvi. Newly installed eligible systems.

xvii. Systems where the Treatment Operation and Maintenance criteria for ceasing treatment has been met.

xviii. A map depicting current sampling areas and sampling results.



Legend

- Current Residential Investigation Area
- Site Boundary
- County Boundary
- 8-Mile Radius
- 10-Mile Radius

0 1.25 2.5 5

Miles

1 inch = 2.5 miles

MAP FORMATTED FOR "C" (17" X 22") SIZE SHEET.
TEXT SCALE NOT VALID FOR DIFFERENT PAGE SIZE.

World Street Map Information
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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Chambers Works Geographic Scope

Work Plan for the Chemours 2026 DW Program
Washington Works Facility
Parkersburg, West Virginia and
Chambers Works Complex
Deepwater, New Jersey

TASK NUMBER: 25001	PROJECT NUMBER: 60742235
DESIGNED BY: K. L. DAVIS	DATE: 10/2/2025
DRAWN BY: C.DUFFY/G.TANASE	FIGURE NUMBER: 3
DATA QUALITY CHECK BY: S. NORCROSS	

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Radius: 35 mi
Radius: 30 mi
Radius: 25 mi
Radius: 20 mi
Radius: 15 mi
Phase 2 Area (W-N-E)
Phase 1 Area
Site Boundary
SEE INSET MAP
Phase 2 Area (SW)
OHIO
WEST VIRGINIA
Radius: 20 mi
Radius: 25 mi
Radius: 30 mi
Radius: 35 mi
Radius: 15 mi
Radius: 40 mi
Radius: 45 mi
Radius: 50 mi
1
2
3
4
5
6
7
8
10
11
12
Noble County, OH
Monroe County, OH
Morgan County, OH
Washington County, OH
Athens County, OH
Meigs County, OH
Jackson County, WV
Wood County, WV
Wirt County, WV
Ritchie County, WV
Pleasants County, WV
Gallia County, OH
Mason County, WV
Putnam County, WV
Cabell County, WV
Lincoln County, WV
Wayne County, WV
Lawrence County, OH
Roane County, Gandeeville WV
Braxton County, WV
Calhoun County, WV
Gilmer County, WV
Doddridge County, WV
Tyler County, WV
Pennsboro
Harrisville
Pullman
Berea
Auburn
Smithville
Big Springs
Grantsville
Cedarville
Normantown
Spencer
Looneyville
Ellenboro
West Union
Alma
Middlebourne
Porters Falls
Reader
Paden City
Sistersville
Cairo
Petroleum
Sissonville
Nebo
Walton
Amma
Wallback
Ivydale
Little Birch
Gassaway
Exchange
Orma
Chloe
Rosedale
Shock
Meadow Creek
Kenna
Ripley
Mt Zion
Reedy
Grantsville
Big Bend
Ivydale
Cedarville
Normantown
Auburn
Berea
Pullman
Harrisville
Cairo
Petroleum
Ellenboro
West Union
Doddridge County, WV
Pennsboro
Ritchie County, WV
Wirt County, WV
Wood County, WV
Jackson County, WV
Meigs County, OH
Athens County, OH
Washington County, OH
Morgan County, OH
Noble County, OH
Monroe County, OH
Pleasants County, WV
Tyler County, WV
Gallia County, OH
Mason County, WV
Putnam County, WV
Cabell County, WV
Lincoln County, WV
Wayne County, WV
Lawrence County, OH
Roane County, Gandeeville WV
Braxton County, WV
Calhoun County, WV
Gilmer County, WV
Doddridge County, WV

INSET MAP
Scale: 1 inch = 11,000 feet

Meigs County, OH
Phase 2 Area (SW)
OHIO
WEST VIRGINIA
Jackson County, WV
Gallia County, OH
Mason County, WV

Legend

- 2017 Order Investigation Area
- Site Boundary
- County Boundary
- State Boundary

Current Investigation Areas

- Phase 1 Area
- Phase 2 Area (W-N-E)
- Phase 2 Area (SW)
- Ohio River Area

Map Extent
Pennsylvania
Ohio
West Virginia
Kentucky
Virginia

0 2.5 5 10
Miles
1 inch = 5 miles

MAP FORMATTED FOR "D" (22" X 34") SIZE SHEET.
TEXT SCALE NOT VALID FOR DIFFERENT PAGE SIZE.

World Street Map Information
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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Washington Works Geographic Scope

Work Plan for the Chemours 2026 DW Program
Washington Works Facility
Parkersburg, West Virginia and
Chambers Works Complex
Deepwater, New Jersey

TASK NUMBER:	PROJECT NUMBER:
25001	60742235
DESIGNED BY: K. L. DAVIS	DATE: 2/24/2026
DRAWN BY: C.DUFFY/G.TANASE	FIGURE NUMBER: 2
DATA QUALITY CHECK BY: A. PEARCE	

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APPENDIX F

Clean Water Act—Washington Works Injunctive Relief

A. DEFINITIONS

"Projects" means the treatment system projects listed in Appendix F, Table 1 that Defendants shall design, install, and implement with the objective to reduce PFOA and HFPO-DA levels in the effluent from Washington Works.

"Demonstration" means the sampling conducted pursuant to the sampling protocol set forth in Paragraph B.3.c.1 and performance metric set forth in Paragraph B.3.c.2 to confirm that a Project's treatment system is achieving the target values specified in Table 1, Column: Target PFAS Control Levels.

"Storm event" means "a rainfall event with greater than 0.1 inch of rainfall and at least 72 hours from the previously measurable—greater than 0.1 inch rainfall—storm event" as defined at 40 C.F.R. § 122.21(g)(7)(ii).

"Monthly average" means the average of the analytical measurements of samples taken to demonstrate compliance with Consent Decree Limits for a particular pollutant over a calendar month, calculated as the sum of all the analytical measurements of such samples measured during a calendar month divided by the number of such samples measured during that month.

"Process water" means "any water which, during manufacturing or processing, comes

into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product" as defined at 40 C.F.R. § 122.2.

"Groundwater" means "water below the land surface in a zone of saturation" as defined at 40 C.F.R. § 144.3.

"Stormwater" means "stormwater runoff, snow melt runoff and surface runoff and drainage" as defined at 40 C.F.R. § 122.26(b)(13).

"PFOA" is an acronym for perfluorooctanoic acid, which is a PFAS.

"HFPO-DA" is an acronym for hexafluoropropylene oxide dimer acid, which is a PFAS.

"Third-Party Consultant" means the independent third-party consulting firm selected and hired to submit the independent Third-Party Report as discussed in Paragraph B.3.f. and to the extent required therein.

"Consent Decree Limits" means the highest allowable monthly average concentration of PFOA and HFPO-DA at the outflow of a treatment system for each Project identified in Table 1 as set forth in Paragraph B.3.g, below.[1]

---

1 As used with this Consent Decree, Consent Decree Limits are in addition to and do not replace any applicable effluent limits found in current or future effective NPDES permits. The Projects in this Appendix and the demonstration of attainable numeric levels for treatment or abatement systems may be used by Chemours for consideration in subsequent NPDES permit renewal applications for such systems, and the Consent Decree Limits are not meant to establish any final discharge limits by themselves. The use of Consent Decree Limits in this Appendix represents levels that are believed to be technologically achievable for such systems in an effort to achieve

B. PFAS POLLUTION REDUCTION MEASURES

1. Defendants shall implement the Projects specified in Table 1 to reduce the PFOA and HFPO-DA levels in its effluent at Washington Works.

2. **Project Deadlines:** Defendants shall adhere to the deadlines for Projects specified in Table 1 of this Appendix, Column: Deadlines.

a. Final Designs for applicable Projects shall be subject to EPA review and approval, in consultation with WVDEP.

b. Within 14 Days of EPA's approval of a Final Design, Chemours shall provide an updated schedule for completion of the Project through commissioning and optimization. The Project schedule shall include critical path timelines for major Project components, to the extent available. EPA shall, within 14 Days of receipt of a Project schedule, provide approval or comment on the proposed timeline. Chemours shall provide a response to comments within 14 Days of receipt for EPA review. Upon review, EPA shall approve, further comment, or reject the proposed schedule. EPA's rejection of a schedule shall be subject to Dispute Resolution provisions of the Consent Decree. During such period, Chemours shall continue to advance the Project expeditiously. Final deadlines shall then be incorporated into Table 1 of this Appendix as enforceable deadlines under the Consent Decree.

---

and/or maintain compliance with current NDPES permit limits at Washington Works, including based upon their anticipated flow and constituents, and shall not be used as evidence as to any Party's position as to the use of these levels as Maximum Contaminant Levels ("MCLs") or for setting final discharge limits at a surface water outfall.

c. Within 7 business days after a Project deadline, Defendants shall submit written communication to EPA and WVDEP that either (1) confirms that the deadline was met or (2) provides a new date by which Defendants anticipate implementing the Project and reasons for the missed deadline.

d. Within 7 business days of implementing a Project with a missed deadline, Defendants shall submit written communication to EPA and WVDEP to document the date of completion.

e. Progress Reports: Within 30 Days following the end of a quarter, Defendants shall submit quarterly reports to EPA and WVDEP that summarize deadline compliance for all Projects identified in Table 1 and status updates (including any actions needed) for any outstanding Projects with missed deadlines.

3. Project Design & Target Control Levels

a. For process water, groundwater intake, and certain stormwater Projects (Table 1, Projects 1, 2, 4–7, 9, 11–14), Defendants shall design, install, and implement treatment systems with the objective to control PFOA and HFPO-DA to the levels specified in Table 1, Column: Target PFAS Control Levels.

b. Sampling Plan: Within 60 Days of Date of Entry, Defendants shall submit a sampling plan for EPA and WVDEP approval that proposes a sampling method and provides details on sampling locations, collection, and analysis for use during any Demonstration attempts pursuant to Paragraphs B.3.c and B.3.e or routine sampling pursuant to Paragraph B.5. Any analysis of samples taken to determine whether the

Target PFAS Control Levels were achieved during a Demonstration attempt or whether Consent Decree Limits were met will have to be performed via a lab with the appropriate certification required by W.V. Code § 22-1-15.

c. Demonstration: Within 5 Days of each Project's completed commissioning/optimization date, Defendants shall initiate a Demonstration period to confirm that the Project's treatment system is achieving the target values specified in Table 1, Column: Target PFAS Control Levels. The Demonstration period for process water and groundwater treatment systems shall end after a four consecutive week period. The Demonstration period for stormwater-related treatment systems shall end after occurrence of the four consecutive qualifying storm events identified in Paragraph B.3.c.1.b. Defendants shall use the sampling protocol and performance metric set forth below, and provide all sampling results to EPA and WVDEP within 60 Days of the conclusion of a Demonstration period for a particular Project:

(1) Sampling Protocol: Defendants shall sample PFOA and HFPO-DA concentrations at the outflow of the treatment system for the Project—

(a) *For Process Water and Groundwater*: three times per week for four consecutive weeks during normal operations.

(b) *For Stormwater*: during four consecutive qualifying storm events, provided those qualifying storm events result in outflow at the treatment system and a sample can be

collected safely during the storm event. If one or more qualifying storm events do not result in outflow at the treatment system or a sample cannot be collected safely during the storm event, then additional qualifying storm events shall be sampled instead. In such event, the four qualifying storm events need not be consecutive.

(2) Performance Metric: Defendants will have achieved the Target PFAS Control Levels for a Project if the average PFOA and HFPO-DA concentrations during the Demonstration period are at or below the corresponding Target PFAS Control Levels for the treatment system.

(3) If the Target PFAS Control Levels are achieved, then the obligations set forth below in Paragraphs B.3.d–B.3.f will not be triggered, and the Consent Decree Limits set forth in Paragraph B.3.g will go into effect.

d. Additional Actions: If Defendants are unable to demonstrate the Target PFAS Control Levels are being achieved, then Defendants shall take additional actions (e.g., optimization, diagnostic sampling) within 60 Days after the initial Demonstration period to attempt to achieve the Target PFAS Control Levels ("Additional Actions"). Defendants may request an extension of the Additional Actions period based on technical considerations. No later than 45 Days after completing the Additional Actions,

Defendants shall provide a report to EPA and WVDEP documenting the Additional Actions performed and dates of completion.

e. Second Demonstration: At completion of the Additional Actions period set forth above in Paragraph B.3.d, Defendants shall initiate a second Demonstration period to demonstrate that the treatment system is achieving the Target PFAS Control Levels specified in Table 1, Column: Target PFAS Control Levels, using the sampling protocol and performance metric set forth above in Paragraphs B.3.c.1–2.

(1) Defendants shall submit all sampling results to EPA and WVDEP within 45 Days after conclusion of the second Demonstration period.

(2) If the Target PFAS Control Levels are achieved, then the obligations set forth below in Paragraph B.3.f will not be triggered, and the Consent Decree Limits set forth in Paragraph B.3.g will go into effect.

f. Third-Party Report: If through the second Demonstration attempt, Defendants are unable to demonstrate the Target PFAS Control Levels are being achieved, then Defendants shall retain an independent Third-Party Consultant pre-approved by EPA to evaluate the performance of the treatment system and prepare a Third-Party Report.

(1) Hiring of Third-Party Consultant. Within 30 Days of failing the second Demonstration attempt, Defendants shall submit to EPA

and WVDEP a list of at least three qualified candidates for Third-Party Consultant. The candidate list may include an indication of Defendants' preferred selection and provide the basis for this preference.

(a) *Criteria*. The criteria Defendants shall use for selection of Third-Party Consultant includes: certification that a proposed consultant was not involved in the design or construction of existing treatment systems at the Washington Works; competence in the operations of process water, groundwater, and stormwater treatment systems, as well as recognized and generally accepted good engineering practices for these types of systems; competence in the application and design of water pollution control devices for these types of systems; competence in estimating implementation and annual operation and maintenance costs; and a certification that a proposed evaluator has not conducted research, development, design, construction, financial, engineering, legal, consulting, or other advisory services for Chemours within the last three years.

(b) *Selection*. The Third-Party Consultant that Defendants

propose shall be approved by EPA, in consultation with WVDEP, before it is hired by Defendants to perform the duties described in Paragraph B.3.f.2, below. EPA will use its best efforts to review Defendants' candidate list within 15 Days of receipt of the candidate list. EPA shall notify Defendants as to whether it approves any proposed consultant on the candidate list. If EPA does not approve any of the proposed consultants, then Defendants shall submit to EPA and WVDEP a second list of least three qualified candidates within 30 Days of receipt of written notice that EPA has not approved any of the proposed consultants on Defendants' first list. If, after Defendants have submitted a second list of at least three qualified candidates, the Parties are unable to agree on a Third-Party Consultant, the Parties agree to resolve the selection of the Third-Party Consultant through the Dispute Resolution provisions set forth in the Consent Decree. Within seven Days of EPA approval of a proposed Third-Party Consultant, Defendants shall enter into a contract with the approved Third-Party Consultant to perform all duties described in Paragraph B.3.f.2, below. Defendants shall

ensure that (i) the Third-Party Consultant acts independently and objectively when performing all activities related to the duties set forth in Paragraph B.3.f.2, below; (ii) the Third-Party Consultant does not provide any commercial, business, or voluntary services to Defendants for a period of at least two years after the submission of the Third-Party Report described in Paragraph B.3.f.2; and (iii) Defendants shall not provide future employment to the Third-Party Consultant or its personnel who managed, conducted, or otherwise participated in the Third-Party Report described in Paragraph B.3.f.2 for a period of at least two years after submission.

(2) Duties of Third-Party Consultant. The contract with the Third-Party Consultant shall provide that it shall evaluate the performance of any treatment system that failed both Demonstration attempts and prepare a Third-Party Report with recommended options for achieving greater PFAS reductions (such as through further optimization, operating procedures, system monitoring, or commercially available technologies) to the extent practicable to achieve the Target PFAS Control Levels. For each recommendation, the Third-Party Report shall estimate (1) the

amount of further potential PFOA and HFPO-DA reductions, in concentration and mass load, and (2) the associated implementation and annual operations and maintenance costs. In the event the Third-Party Consultant does not identify a recommendation for greater PFAS reductions that would achieve the Target PFAS Control Levels, the Third-Party Report shall provide an assessment of an alternative control level and the basis for such determination. The Third-Party Report shall be submitted to Defendants, EPA, and WVDEP within 3 Days of completion and no later than 60 Days after the Third-Party Consultant is retained.

(3) Response Plan: Within 30 Days of receipt of the Third-Party Report, Defendants shall submit a Response Plan for EPA and WVDEP review that identifies the actions that Defendants will take that may achieve additional reductions in response to the Report's recommendations. EPA, in consultation with WVDEP, will provide comments on the Response Plan. The Response Plan shall include the following elements:

(a) Description of Defendants' proposed actions, including the expected effectiveness in reducing PFAS concentrations, technical feasibility, and cost considerations.

(b) If Defendants propose an alternative action other than a recommendation included in the Third-Party Report, Defendants shall include the rationale for Defendants' decision. If applicable, Defendants shall provide a response to any alternative control levels assessed under the Third-Party Report.

g. Consent Decree Limits. Within 14 Days after a successful demonstration attempt, the Target PFAS Control Levels shall be set as the monthly average Consent Decree Limits until Defendants become subject to a numeric permit limit for the same location or outfall that is at least as stringent as the monthly average Consent Decree Limit for PFOA and HFPO-DA. If Defendants were unable to achieve a Target PFAS Control Level after two Demonstration attempts for a particular treatment system, EPA, in consultation with WVDEP, will set an effective date for the Consent Decree Limit, and may adjust the numeric level for the Consent Decree Limit in consideration of the Third-Party Report and the Response Plan, including the expected effectiveness in reducing PFAS concentrations, technical feasibility, and cost considerations of actions discussed therein. Defendants shall commence implementation of the Response Plan within 30 Days of Defendants' receipt of EPA's comments on the Response Plan. The Parties are to resolve any disputes concerning Consent Decree Limit levels and the Response Plan through the Dispute Resolution provisions set forth in the Consent Decree.

4. **Facility-wide Stormwater Project (Table 1, Row 10):** During implementation of Projects listed in Table 1, and as part of the continued implementation of the Pollutant Minimization Plan ("PMP") under the April 3, 2025 Alternatives Analysis and Implementation Plan, Defendants will also complete track down studies within six months of the Date of Entry to identify additional high priority non-process sources to Outlets 002 and 005 for additional abatement where technically and economically feasible. Additional abatement may include diverting or containerizing and treating certain non-process flows within the drainage areas to Outlets 002 and 005 and may also include incorporation into existing or planned treatment systems. Defendants shall implement this additional abatement in order to reduce total annual aggregate HFPO-DA loads from these sources by eight pounds by no later than the deadline specified in Table 1. Progress towards identification and abatement of non-process sources shall be included in progress reports required under Paragraph B.2.d, including timeframes, completion dates, and an estimate of potential and actual mass and concentration reduction attributable to each abatement action.

5. **Routine Sampling**

a. To ensure treatment system efficacy is maintained and that the Consent Decree Limits are achieved, Defendants shall continue to sample PFOA and HFPO-DA at the outflow of the treatment systems at the frequencies set forth below and report all

sampling results to EPA and WVDEP on a quarterly basis.[2] Sampling taken for this purpose shall be representative of the monitored activity:

(1) *For process water*: once per week.

(2) *For groundwater*: once per week for one year following completion of the requirements of Paragraph B.3; twice per month after one year.

(3) *For stormwater*: during two qualifying storm events per month, assuming two qualifying storm events occur that month.

C. OTHER

1. Beginning on the effective date of the Consent Decree and unless reported to EPA or WVDEP under existing agency permit, action, or order issued pursuant to the Clean Water Act, Chemours shall report to EPA and WVDEP any previously undisclosed PFAS detected in discharges from the outfalls at the facility as soon as practicable and within 30 Days of discovery.

2. Chemours may request in writing that work that has already been performed can be used to meet or partially meet a Consent Decree requirement, subject to EPA approval. All work performed or actions taken by Chemours that has received EPA approval pursuant to the

[2] For a sampling result, if the Consent Decree Limit is within the margin of error, Defendants may submit for testing an additional two split samples taken at the same time as the original sampling event and report the average result of the three total samples as the reported value for that sampling event.

April 2023 Administrative Order on Consent shall be incorporated into and considered as part of this Consent Decree, including actions taken by Chemours through implementation of the PMP towards meeting the requirements of Section B.4 above. Any progress made towards Section B.4 shall be documented in Chemours' first progress report to EPA and WVDEP.

Table 1. Projects

Project No.	Project Component	Source	Anticipated Treatment Type	Existing Outfall	Proposed Outfall	Target PFAS Control Levels[3]	Deadlines[4]
1	**Granular sump**	Process - contact	GAC	005	005	<10 ppt HFPO-DA, <4 ppt PFOA	**Final Design**: June 18, 2026 **Construction Completion**: *See* Paragraph B.2.b. **Complete Commissioning and**
	B184 sump	Process - contact		005	005		

[3] For Projects with Target PFAS Control Levels set no higher than 4 ppt for PFOA and 10 ppt for HFPO-DA, laboratory reporting levels shall be as low as commercially feasible, determined independently by the certified laboratory performing the analysis by EPA Method 1633 or subsequent EPA-approved PFAS analytical method, with a maximum reporting level concentration of 10 ppt for PFOA and 10 ppt for HFPO-DA. When any laboratory reporting level for a sample during a month is above the Target PFAS Control Levels listed above, then such reporting level for that sample shall be used as the Target PFAS Control Level for that month, as long as laboratory reporting levels are no higher than 10 ppt for PFOA and 10 ppt for HFPO-DA. In such instance, a result of less than the laboratory reporting level will use the identified laboratory reporting level in the calculation of the monthly average. If the commercially feasible reporting limit exceeds 10 ppt for PFOA or HFPO-DA, Chemours shall include a description in the quarterly sampling results reported under Paragraph 5.a and identify any commercially feasible alternatives to achieve lower levels of detection or other potential actions. If the certified commercial laboratory independently determines that it is not commercially feasible to attain reporting levels at 10 ppt or lower for PFOA or HFPO-DA, then the Parties shall meet and confer in good faith to resolve the issue.

[4] Chemours must respond to final design plan comments within 10 Days. Any EPA comments that require further design, drafting, calculations, specification or similar engineering shall be completed within 30 days of receipt of comment. Any comment response that requires response time beyond 30 Days shall be identified to EPA along with a proposed schedule for EPA review and approval. EPA denial of a schedule request shall be subject to Dispute Resolution provisions of the Consent Decree.

Project No.	Project Component	Source	Anticipated Treatment Type	Existing Outfall	Proposed Outfall	Target PFAS Control Levels[3]	Deadlines[4]
	Monomer Neutralization Tank	Process - contact		002	005		**Optimization**: *See* Paragraph B.2.b.
	B162 Targeted Process Water	Process - contact		002	005		
2	**B22 sump**	Process - contact	Optimization	005	005	<50 ppt HFPO-DA, <9.5 ppt PFOA	**Complete Optimization, Provision of Operation Plan & Report**: 12 months of Date of Entry
3	**FP KO Pot**	Process - contact	Offsite disposal	005	005	N/A	**Start Date**: 30 Days of Date of Entry
4	**Dryer Belt Wash Water**	Process - contact	Additional GAC treatment	002	002	<10 ppt HFPO-DA, <4 ppt PFOA	**Complete Optimization, Provision of Operation Plan & Report**: 12 months of Date of Entry

Project No.	Project Component	Source	Anticipated Treatment Type	Existing Outfall	Proposed Outfall	Target PFAS Control Levels[3]	Deadlines[4]
5	**W9 Line 1**	Process - contact	Additional GAC treatment	002	005	<10 ppt HFPO-DA, <4 ppt PFOA	**Final Design**: June 18, 2026 **Construction Completion**: *See* Paragraph B.2.b. **Complete Commissioning and Optimization**: *See* Paragraph B.2.b.
	W9 Permeate	Process - contact		005	005		
6	**Portion of 001 East Pad Stormwater**	Stormwater	GAC	001	TBD	<10 ppt HFPO-DA, <4 ppt PFOA	**Final Design**: September 7, 2026 **Construction Completion**: *See* Paragraph B.2.b. **Complete Commissioning and Optimization**: *See* Paragraph B.2.b.
	Portion of 011 East Pad Stormwater	Stormwater		011	011		
7	**Additional Stormwater Project**	Stormwater	Incorporate additional area into current design to maximum	011	011	<10 ppt HFPO-DA, <4 ppt PFOA	**To be incorporated into Project 6 schedule.**

Project No.	Project Component	Source	Anticipated Treatment Type	Existing Outfall	Proposed Outfall	Target PFAS Control Levels[3]	Deadlines[4]
			extent practical within AA&IP design basis and implement any practical pollutant minimization within this area.				
8	**West Pad Cap[5]**	Stormwater	Structural BMP (cap over ground surface)	006	006	N/A	**Combined with Project No. 9 (006 Stormwater) Schedule**

5 West Pad Cap is included as part of the 006 Stormwater project schedule.

Project No.	Project Component	Source	Anticipated Treatment Type	Existing Outfall	Proposed Outfall	Target PFAS Control Levels[3]	Deadlines[4]
9	**006 Stormwater**	Stormwater	GAC	006	006	<10 ppt HFPO-DA, <4 ppt PFOA	**Final Design**: June 22, 2026 **Construction Completion**: *See* Paragraph B.2.b. **Complete Commissioning and Optimization**: *See* Paragraph B.2.b.
10	**Facility-wide Improvements**	Stormwater	TBD	002, 005	002, 005	N/A	**Completion of Track Down Studies:** within 6 months of Date of Entry **Achievement of 8 Pound Reduction**: 24 months of Date of Entry
11	**East Well Field**	Groundwater	Iron & manganese removal followed by GAC	002, 003	002, 003	<10 ppt for HFPO-DA, <4 ppt for PFOA	**Final Design**: June 18, 2026 **Construction Completion**: *See* Paragraph B.2.b. **Complete Commissioning and Optimization**: *See* Paragraph

Project No.	Project Component	Source	Anticipated Treatment Type	Existing Outfall	Proposed Outfall	Target PFAS Control Levels[3]	Deadlines[4]
							B.2.b.
12	**West Well Field**	Groundwater	GAC	005	005	<10 ppt for HFPO-DA; <4 ppt for PFOA	**Final Design**: June 18, 2026 **Construction Completion**: *See* Paragraph B.2.b. **Complete Commissioning and Optimization**: *See* Paragraph B.2.b.
13	**Gallery Well**	Groundwater	Shut down well; optimization	N/A	N/A	<10 ppt for HFPO-DA; <4 ppt for PFOA (if in service)	**Complete Optimization, Provision of Operation Plan & Report**: 12 months of Date of Entry

Project No.	Project Component	Source	Anticipated Treatment Type	Existing Outfall	Proposed Outfall	Target PFAS Control Levels[3]	Deadlines[4]
14	**Ranney Well**	Groundwater	Optimization	N/A	N/A	<10 ppt for HFPO-DA; <4 ppt for PFOA	**Complete Optimization, Provision of Operation Plan & Report**: 12 months of Date of Entry