

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

UNITED STATES OF AMERICA and
STATE OF WEST VIRGINIA

Plaintiffs,

Civil Action No. 1:18-cv-195-TSK

v.

EXXON MOBIL CORPORATION,

Defendant.

JOINT STIPULATION TO MODIFY CONSENT DECREE

Pursuant to Section XXIII of the Consent Decree (CD) entered in the above-captioned action, the Parties hereby submit for approval this Joint Stipulation and Order Modifying the Consent Decree with Exxon Mobil Corporation (CD Modification) regarding the Sharon Steel Corp/Fairmont Coke Works Superfund Site in Fairmont, West Virginia (Site):

I. INTRODUCTION

A. On March 21, 2019, the Court entered the CD between the United States, the State of West Virginia (State), and Exxon Mobil Corporation (Settling Defendant or SD) (collectively, the Parties) under Sections 104, 106, and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9604, 9606, and 9607, as amended.

B. The CD requires SD to perform the response actions that EPA selected for the Site in a Record of Decision (ROD) dated December 19, 2017, which is attached to the CD as Appendix A. The selected remedy addresses Groundwater Contamination; Remediation of Wetlands; and Institutional Controls at the Site (Selected Remedy).

C. Since entry of the CD, SD has completed the Remediation of Wetlands and Institutional Controls components of the Selected Remedy.

D. During the Remedial Design (RD) for the groundwater component of the Selected Remedy, the Parties determined that the Limestone Trench/Permeable Reactive Barrier selected in the ROD would not be effective in achieving the Remedial Action Objectives in the estimated time frame identified in the ROD and would require perpetual maintenance. Instead, SD developed and proposed a more direct source of treatment – Liquid Alkaline Injection – which

offers application flexibility and can remediate contaminated groundwater quicker and more effectively than the reactive barrier.

E. On January 26, 2026, pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of a proposed plan to amend the ROD to modify the groundwater component of the Selected Remedy from the Limestone Trench/Permeable Reactive Barrier to Liquid Alkaline Injection.

F. On June 3, 2026, following a 30-day public comment period, EPA issued an amendment to the ROD, modifying the groundwater component of the Selected Remedy (ROD Amendment), on which the State has given its concurrence. The ROD Amendment fundamentally alters the basic features of the groundwater component of the Selected Remedy with respect to scope, performance, or cost, within the meaning of 40 C.F.R. § 300.435(c)(2)(ii).

G. The Parties agree to modify the CD and the Statement of Work (SOW) to: (i) require implementation of the groundwater component of the Selected Remedy as amended by the ROD Amendment, (ii) modify related provisions, and (iii) update notice and reporting requirements.

H. Pursuant to Paragraph 95 of the CD, “material modifications to the CD, including the SOW, shall be in writing, signed by the United States and SD, and shall be effective upon approval by the Court[,]” and that “[a]ll modifications to the CD . . . also shall be signed by the State.”

I. Paragraph 95 further states that a “modification to the SOW shall be considered material if it implements a ROD amendment that fundamentally alters the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(ii).” Paragraph 95 also requires that prior to providing its approval of any modification to the SOW, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

NOW THEREFORE, the Parties hereby agree to modify the CD as follows:

II. MODIFICATIONS

1. The term “SOW” shall be replaced by “Modified SOW” in Paragraphs 4 (except for the definitions specifically modified in Paragraph 5 of this CD Modification), 7, 10, 12, 13 (but not the paragraph heading), 14, 20.a(6), 46, 53, 57, 87, and 95 of the CD.

2. The term “Hazardous Site Cleanup Division, EPA Region III” shall be replaced by “Superfund and Emergency Management Division, EPA Region 3” throughout the CD.

3. Any reference in the CD Modification or Modified SOW to the date of lodging shall refer to the date of lodging of the original CD, i.e., October 17, 2018.

4. The terms “Effective Date” and “entry of this CD” shall refer to the date upon which the original Consent Decree was entered by the Court, i.e., March 21, 2019.

5. **Modification to Section IV, Definitions.** The definitions in Paragraph 4 of the CD specified below shall be modified as follows (added text in red and underlined; deleted text in strikethrough). The remaining provisions of Paragraph 4 shall remain as in the original:

“Consent Decree” or “CD” shall mean this consent decree and all appendices attached hereto (listed in Section XXII), and any modifications thereto pursuant to Section XXIII. In the event of conflict between this CD and any appendix, this CD shall control.

“CD Modification” shall mean this Joint Stipulation to Modify Consent Decree.

“Modified Statement of Work” or “Modified SOW,” attached as Appendix F, shall mean the document describing the activities SD must perform to implement the RD, the RA, and O&M regarding the Site.

“Performance Standards” or “PS” shall mean the cleanup levels and other measures of achievement of the Remedial Action Objectives, as set forth in the ROD and the Modified SOW.

“Record of Decision” or “ROD” shall mean (1) the EPA Record of Decision relating to the Sharon Steel/Fairmont Coke Works Superfund Site signed on December 19, 2017, by the Director of the Hazardous Site Cleanup Division, EPA Region III, or ~~their~~ her delegate, and all attachments thereto, (2) any Explanations of Significant Difference EPA subsequently issues, and (3) the ROD Amendment, and (4) any memoranda with minor modifications that EPA places in the RD/RA case file in connection therewith. The ROD (excluding the ROD Amendment) is attached as Appendix A.

“ROD Amendment” shall mean the EPA Record of Decision Amendment relating to the Sharon Steel Corp/Fairmont Coke Works Superfund Site signed on June 3, 2026, by the Director of the Superfund and Emergency Response Division, EPA Region 3, and all attachments thereto. The ROD Amendment is attached as Appendix E.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD that will be implemented in accordance with the Modified SOW, the Remedial Design, and the Remedial Action Work Plan.

“Statement of Work” or “SOW” shall mean the document ~~describing the activities SD must perform to implement the RD, the RA, and O&M regarding the Site, which is attached as Appendix C,~~ and does not refer to the Modified SOW.

6. **Modification to Section VI, Performance of the Work.**

a. Paragraph 9.c(4) of the CD is modified as follows (added text in red and underlined; deleted text in strikethrough):

Notwithstanding the procedures of ¶¶ 9.c(1) through 9.c(3), SD has proposed, and EPA has authorized SD to proceed, regarding the following Project Coordinator and Supervising Contractor:

~~Project Coordinator: Bruce Frink, Exxon Mobil Corporation,
16057 Tampa Palms Blvd. West, #214, Tampa, FL 33647;
Telephone (813) 991-7413; Email bruce.r.frink(a=exxonmobil.com~~

~~Supervising Contractor: Robert J. Anderson, ARCADIS U.S.,
Inc., 6041 Wallace Road Extension, Suite 300, Wexford, PA
15090; Telephone (724) 742-9180 x527; Email
rob.anderson@arcadis-US.com~~

Project Coordinator:
Michael Ritorto
Superfund Manager
ExxonMobil Environmental Solutions Company, E3.5B
22777 Springwoods Village Parkway
Spring, TX 77389
michael.j.ritorto@exxonmobil.com
346-502-7908

Supervising Contractor:
Corrie Chwalek
Arcadis G&M of North Carolina, Inc.
175 Regency Woods Place, Suite 400
Cary, NC 27518
Corrie.Chwalek@arcadis.com
919-523-9150

b. Paragraph 11 of the CD is modified as follows (added text in red and underlined; deleted text in strikethrough):

Emergencies and Releases. SD shall comply with the emergency and release response and reporting requirements under ¶ ~~4.344~~ (Emergency Response and Reporting) of the Modified SOW. Subject to Section XV (Covenants by Plaintiffs), nothing in this CD, including ¶ ~~4.344~~ of the Modified SOW, limits any authority of Plaintiffs: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the

environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to SD's failure to take appropriate response action under ¶ ~~4.34.4~~ of the Modified SOW, EPA or, as appropriate, the State, take such action instead, SD shall reimburse EPA and the State under Section X (Payments for Response Costs) for all costs of the response action.

7. **Modification to Section VII, Remedy Review.** Paragraph 15 of the CD is modified as follows (added text in red and underlined; deleted text in strikethrough):

Periodic Review. SD shall conduct, in accordance with ¶ ~~4.74.8~~ (Periodic Review Support Plan) of the Modified SOW, studies and investigations to support EPA's reviews of whether the RA is protective of human health and the environment (which reviews shall be included as part of overseeing implementation of the Work) under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and applicable regulations.

8. **Modification to Section IX, Financial Assurance.** Paragraph 33 of the CD is modified as follows (added text in red and underlined; deleted text in strikethrough):

Release, Cancellation, or Discontinuation of Financial Assurance. SD may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of Work Completion under ¶ ~~4.84.9~~ (Certification of Work Completion) of the Modified SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation or discontinuance of any financial assurance, in accordance with the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIII (Dispute Resolution).

9. **Modification to Section XI, Indemnification and Insurance.** Paragraph 41 of the CD is modified as follows (added text in red and underlined; deleted text in strikethrough):

Insurance. No later than 15 days before commencing any on-Site Work, SD shall secure, and shall maintain until the first anniversary after issuance of EPA's Certification of RA Completion pursuant to ¶ ~~4.64.7~~ (Certification of RA Completion) of the Modified SOW, commercial general liability insurance with limits of liability of \$1 million per occurrence, automobile liability insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming the United States and the State as additional insureds with respect to all liability arising out of the activities performed by or on behalf of SD pursuant to this CD. In addition, for the duration of this CD, SD shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of SD in furtherance of this CD. Prior to commencement of the Work, SD shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. SD shall resubmit such certificates and copies of policies each year on the anniversary of the

Effective Date. If SD demonstrates by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, SD needs to provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. SD shall ensure that all submittals to EPA under this Paragraph identify the Sharon Steel/Fairmont Coke Works Site, Fairmont, WV and the civil action number of this case.

10. **Modification to Section XIV, Stipulated Penalties.** Paragraph 54.b(13) of the CD is modified as follows (added text in red and underlined; deleted text in strikethrough):

Timely submission of the following deliverables in accordance with the schedules and requirements of the Modified SOW, including resubmission following disapproval by EPA:

- ~~i. Remedial Design Work Plan under Section 3 and ¶ 7.2;~~
- ii. Final Remedial Design under ¶¶ 3.13.7 and 7.2;
- iii. Remedial Action Work Plan under ¶¶ 4.1 and 7.27.3.

11. **Modification to Section XV, Covenants by Plaintiffs.** Paragraphs 65 and 68 of the CD are modified as follows (added text in red and underlined; deleted text in strikethrough):

65. Except as provided in ¶¶ 66, 67 (United States' Pre- and Post-Certification Reservations), and 69 (General Reservations of Rights), the United States covenants not to sue or to take administrative action against SD pursuant to Sections 106 and 107(a) of CERCLA and Section 7003 of RCRA relating to the Site. Except with respect to future liability, these covenants shall take effect upon the Effective Date. With respect to future liability, these covenants shall take effect upon Certification of RA Completion by EPA pursuant to ¶ 4.64.7 (Certification of RA Completion) of the Modified SOW. These covenants are conditioned upon the satisfactory performance by SD of its obligations under this CD. These covenants extend only to SD and do not extend to any other person.

...

68. For purposes of ¶ 66 (United States' Pre-Certification Reservations), the information and the conditions known to EPA will include only that information and those conditions known to EPA as of the date the ROD Amendment was signed and set forth in the ROD Amendment for the Site or the administrative record for the ROD Amendment. For purposes of ¶ 67 (United States' Post-Certification Reservations), the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of RA Completion and set forth in the ROD, the administrative record for the ROD, the post-ROD administrative record, or in any information received by EPA pursuant to the requirements of this CD prior to Certification of RA Completion.

12. **Modification to Section XIX, Retention of Records.** Paragraph 89 of the CD is modified as follows (added text in red and underlined; deleted text in strikethrough):

Until 10 years after EPA's Certification of Work Completion under ¶ ~~4.84-9~~ (Certification of Work Completion) of the Modified SOW, SD shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, and all Records that relate to the liability of any other person under CERCLA with respect to the Site. SD must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Work, provided, however, that SD (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

13. **Modification to Section XX, Notices and Submissions.** The individuals identified for notice in Section XX, Paragraph 92 of the CD, with respect to EPA and the SD only, shall be deleted and replaced with the following:

As to EPA: Paul Leonard
Director, Superfund & Emergency Management Division (3SD00)
U.S. Environmental Protection Agency
leonard.paul@epa.gov

and

Eric Newman
EPA Project Coordinator
Superfund & Emergency Management Division (3SD23)
newman.eric@epa.gov
215-814-3237

As to SD: Michael Ritorto
Superfund Manager
ExxonMobil Environmental Solutions Company, E3.5B
22777 Springwoods Village Parkway
Spring, TX 77389
michael.j.ritorto@exxonmobil.com
346-502-7908

and

Kevin J. Vaughan
Senior Counsel
Exxon Mobil Corporation
22777 Springwoods Village Parkway, N1.5B
Spring, TX 77389
Kevin.j.vaughan@exxonmobil.com

All other notices in Paragraph 92 shall remain unchanged.

14. **Modification to Section XXII, Appendices.** Paragraph 94 of the CD is modified as follows (added text in red and underlined):

The following appendices are attached to and incorporated into this CD:

“Appendix A” is the ROD signed on December 19, 2017.

“Appendix B” is the description and/or map of the Site.

“Appendix C” is the SOW.

“Appendix D” is the draft form of Proprietary Controls.

“Appendix E” is the ROD Amendment, signed on June 3, 2026.

“Appendix F” is the Modified SOW.

III. LIMITATION ON MODIFICATIONS

Except as specifically provided in this CD Modification, nothing herein shall alter or otherwise affect any term, condition, or requirement of the CD. The Parties agree that to the extent there are any inconsistencies between the SOW and the Modified SOW, the Modified SOW controls.

IV. LODGING OF MODIFICATION

This CD Modification will be lodged with the Court for at least 30 days for public notice and comment in accordance with section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States may withdraw or withhold its consent if the comments regarding the CD Modification disclose facts or considerations that indicate that the CD Modification is inappropriate, improper, or inadequate. SD agrees not to oppose or appeal the entry of this CD Modification.

V. EFFECTIVE DATE OF MODIFICATION

The Effective Date of this CD Modification shall be the date it is approved by the Court.

VI. SIGNATURE BY THE PARTIES

Each undersigned representative of Exxon Mobil Corporation, the State, and the Principal Deputy Assistant Attorney General for the Energy and Natural Resources Division of the Department of Justice identified on the DOJ signature page below, certifies that that person is

fully authorized to enter into the terms and conditions of this CD Modification and to execute and legally bind the Party that person represents to this document. This CD Modification may be signed in counterparts, and its validity shall not be challenged on that basis.

ORDERED, ADJUDGED, and DECREED that the foregoing Modification to Consent Decree is hereby approved and entered as a final order of this Court.

Dated and entered this _____ day of _____, 2026.

Thomas S. Kleeh
United States District Judge
Northern District of West Virginia

Signature Page for Joint Stipulation to Modify Consent Decree
Regarding the Sharon Steel Corp/Fairmont Coke Works Superfund Site

FOR THE UNITED STATES OF AMERICA:

ADAM R.F. GUSTAFSON
Principal Deputy Assistant Attorney General
Energy and Natural Resources Division
U.S. Department of Justice

MARK ELMER Digitally signed by MARK ELMER
Date: 2026.09.22 11:13:12 -06'00'

MARK C. ELMER
U.S. Department of Justice
Energy and Natural Resources Division
Environmental Enforcement Section
999 18TH Street, North Terrace, Suite 600
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Signature Page for Joint Stipulation to Modify Consent Decree
Regarding the Sharon Steel/Fairmont Coke Works Superfund Site

CATHERINE
LIBERTZ

Digitally signed by CATHERINE
LIBERTZ
Date: 2026.09.18 11:41:17 -04'00'

CATHERINE A. LIBERTZ
Deputy Regional Administrator, Region 3
U.S. Environmental Protection Agency
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1600 J.F.K. Boulevard
Philadelphia, PA 19103

ALLISON
GARDNER

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Date: 2026.09.16 16:23:02 -04'00'

ALLISON GARDNER
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4 Penn Center
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ROBIN EISEMAN

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Signature Page for Joint Stipulation to Modify Consent Decree
Regarding the Sharon Steel/Fairmont Coke Works Superfund Site

FOR THE STATE OF WEST VIRGINIA:

9/8/2026

Date

Casey E. Korbini

Digitally signed by Casey E. Korbini
DN: cn=Casey E. Korbini, o=WVDEP, ou=DLR,
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Date: 2026.09.08 22:57:33 -04'00'

CASEY KORBINI

Acting Director

West Virginia Department of Environmental Protection

Division of Land Restoration

131A Peninsula Street

Wheeling, WV 26003

Signature Page for Joint Stipulation to Modify Consent Decree
Regarding the Sharon Steel/Fairmont Coke Works Superfund Site

FOR EXXON MOBIL CORPORATION:

9/8/2026

Date



Name: Michael Ritorto

Title: Superfund Manager/Agent and Attorney In Fact

Address: 22777 Springwoods Village Parkway, Spring TX 77389