

IN THE MATTER OF:

Recycletronics – Akron Farm Facility
Superfund Site,
Akron, Iowa

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act, 42 U.S.C. § 9622(g)(4)

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Docket No. CERCLA-07-2024-0105

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**ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT**

**CERCLA SECTION 122(g)(4) *DE MINIMIS* CONTRIBUTOR
ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT**

TABLE OF CONTENTS

I.	JURISDICTION	1
II.	PARTIES BOUND	1
III.	STATEMENT OF PURPOSE	1
IV.	DEFINITIONS.....	2
V.	STATEMENT OF FACTS	3
VI.	DETERMINATIONS	4
VII.	PAYMENT	4
VIII.	FAILURE TO MAKE PAYMENT	5
IX.	CERTIFICATION OF RESPONDENTS	5
X.	COVENANTS BY UNITED STATES	5
XI.	RESERVATIONS OF RIGHTS BY UNITED STATES	6
XII.	COVENANTS BY RESPONDENTS.....	6
XIII.	EFFECT OF SETTLEMENT/CONTRIBUTION	7
XIV.	INTEGRATION/APPENDICES	9
XV.	PUBLIC COMMENT	9
XVI.	ATTORNEY GENERAL APPROVAL	9
XVII.	EFFECTIVE DATE.....	9

I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, to reach settlements in actions under Section 106 or 107 of CERCLA. The authority vested in the President has been delegated to the Administrator of the U.S. Environmental Protection Agency (EPA) by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E (De Minimis Settlements) and redelegated to the division director of the Superfund and Emergency Management Division, Region 7, by EPA Redelegation No. R7-14-14E (April 29, 2019).

2. This Settlement Agreement is issued to the persons, corporations, or other entities identified in Appendix A (“Respondents”). Each Respondent agrees to undertake all actions required by this Settlement Agreement. Each Respondent further consents to and will not contest EPA’s jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or Determinations contained in Sections V and VI, respectively, of this Settlement Agreement.

II. PARTIES BOUND

4. This Settlement Agreement shall apply to and be binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent’s responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally the party represented by him or her.

III. STATEMENT OF PURPOSE

5. By entering into this Settlement Agreement, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as otherwise may be provided by law.

IV. DEFINITIONS

6. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement Agreement as provided by Section XVII.

“EPA” shall mean the U.S. Environmental Protection Agency.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

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

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean EPA and the Respondents.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Respondents” shall mean those persons, corporations, or other entities listed in Appendix A.

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Site” shall mean the Recycletronics – Akron Farm Facility Superfund Site, encompassing approximately 13.49 acres, located at 16998 160 St., in Akron, Plymouth County, Iowa, and generally shown on the map included in Appendix B.

“Recycletronics – Akron Farm Facility Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“State” shall mean the State of Iowa.

“United States” shall mean the United States of America, and each department, agency, and instrumentality of the United States, including EPA.

V. STATEMENT OF FACTS

7. This Settlement Agreement concerns the Recycletronics – Akron Farm Facility Superfund Site (“Site”) located in Akron, Iowa.

8. Hazardous substances have been or are threatened to be released at or from the Site.

9. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future.

10. Region 7 conducted a time-critical removal action at the Site to remove approximately 944 tons of crushed and intact lead-containing cathode ray tube (CRT) glass.

11. In performing these response actions, EPA has incurred response costs at or in connection with the Site. As of March 8, 2024, EPA had incurred \$1,320,352 in response costs.

12. Each Respondent listed on Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site that was selected by such Respondent.

13. The amount of hazardous substances contributed to the Site by each Respondent does not exceed 1% of the hazardous substances at the Site and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. The volume and general nature of the hazardous substances contributed to the Site by each Respondent is attached in Appendix A. The total estimated volume of hazardous substances removed from the Site was approximately 944 tons.

14. EPA estimates that the total response costs incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is approximately \$1,320,352. The payment required to be made by each Respondent pursuant to this Settlement Agreement is a minor portion of this total amount, as set forth in Appendix C.

VI. DETERMINATIONS

15. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The Recycletronics – Akron Farm Facility Superfund Site is a “facility” as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a “person” as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a “potentially responsible party” within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened “release” of a “hazardous substance” from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

e. The actual or threatened “release” caused the incurrence of response costs.

f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. As to each Respondent, this Settlement Agreement involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

16. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

17. Within 30 days after the Effective Date, each Respondent shall pay to EPA the amount set forth in Appendix C to this Settlement Agreement.

18. Each Respondent’s payment includes an amount for: (a) past response costs incurred at or in connection with the Site; and (b) a premium to cover the risks and uncertainties avoided by participating in this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous

Substance Superfund, or by any other person, will exceed the estimated total response costs upon which Respondents' payments are based.

19. Each Respondent shall make payment at <https://www.pay.gov> in accordance with the following instructions: enter "sfo 1.1" in the search field to access EPA's Miscellaneous Payment Form – Cincinnati Finance Center. Complete the form, including the Site Name, docket number, and Site/Spill ID Number B7L5.

20. **Deposit of Payment.** The total amount to be paid by Respondents pursuant to Paragraph 17 shall be transferred by EPA to the EPA Hazardous Substance Superfund.

21. **Notice of Payment.** At the time of payment, Respondent shall send notice that such payment has been made to Catherine Chiccine at Chiccine.catherine@epa.gov. Such notice shall reference Site Name, Site/Spill ID Number B7L5, and EPA docket number for this action.

VIII. FAILURE TO MAKE PAYMENT

22. If any Respondent fails to make full payment within the time required by Paragraph 17, that Respondent shall pay Interest on the unpaid balance, which shall accrue from the Effective Date until the date of payment. In addition, if any Respondent fails to make full payment as required by Paragraph 17, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENTS

23. By signing this Settlement Agreement, each Respondent certifies, individually, that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, that relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, documents, or other information (including records, reports, documents, or other information in electronic form) (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the state; and

c. has and will comply fully with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e), 122(e)(3)(B), and 122(g)(8) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e)(3)(B), and 9622(g)(8), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

X. COVENANTS BY UNITED STATES

24. **Covenants for Respondents.** Except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take

administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, these covenants shall take effect for each Respondent upon the Effective Date. With respect to each Respondent, individually, these covenants are conditioned upon: (a) the satisfactory performance by Respondent of all obligations under this Settlement Agreement; and (b) the veracity and completeness of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants extend only to Respondents and do not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

25. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all matters not expressly included within Section X (Covenants by United States). Notwithstanding any other provision of this Settlement Agreement, the United States reserves all rights against Respondents with respect to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
 - b. criminal liability;
 - c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
 - d. liability based on the ownership or operation of the Site by Respondents;
- and
- e. liability based on Respondents' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Respondents.

26. Notwithstanding any other provision in this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered that indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because such Respondent contributed greater than 1% of the hazardous substances at the Site, or contributed hazardous substances that are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANTS BY RESPONDENTS

27. Covenants by Respondents

- a. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site and this Settlement Agreement including, but not limited to:

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

(2) any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Iowa, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and

(3) any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding the Site.

b. Except as provided in Paragraph 29 (waiver of claims) and Paragraph 34 (waiver of claim-splitting defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Reservations of Rights by United States), other than in Paragraph 25.a (liability for failure to meet a requirement of the Settlement Agreement) or 25.b (criminal liability), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

28. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

29. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION

30. Except as provided in Paragraph 29 (waiver of claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section XII (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

31. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States), other than in Paragraph 25.a (liability for failure to meet a requirement of the Agreement) or 25.b (criminal liability), the “matters addressed” in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

32. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

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

34. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants set forth in Section X (Covenants by United States).

35. Effective upon signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by Section VII (Payment) and, if any, Section VIII (Failure to Make Payment) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 31, and that, in any action brought by the United States related to the “matters addressed,” such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement Agreement effective, the

statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XIV. INTEGRATION/APPENDICES

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

“Appendix A” is the list of Respondents, including volume and general nature of the hazardous substances contributed to the Site by each Respondent.

“Appendix B” is the map of the Site.

“Appendix C” is the payment schedule.

XV. PUBLIC COMMENT

37. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVI. ATTORNEY GENERAL APPROVAL

38. The Attorney General or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVII. EFFECTIVE DATE

39. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

Robert D. Jurgens
Division Director
Superfund & Emergency Management Division, Region 7

Signature Page for Settlement Agreement Regarding Recycletronics – Akron Farm Facility
Superfund Site

FOR Allied Plastics, LLC

Respondent

May 15, 2025

Dated


Timothy A Neal

Name: Timothy A Neal
Title: President
Company: Allied Plastics, LLC
Address: 150 Holy Hill Road
Twin Lakes, WI 53181

Signature Page for Settlement Agreement Regarding Recycletronics – Akron Farm Facility
Superfund Site

FOR Cascade Asset Management, LLC
Respondent


6/5/2025
Dated


Name: Neil Peters-Michael
Title: President
Company: Cascade Asset Management, LLC
Address: 6701 Manufacturers Dr., Madison, WI 53704

Signature Page for Settlement Agreement Regarding Recycletronics – Akron Farm Facility
Superfund Site


FOR OmniSource, LLC
Respondent

05/14/2025
Dated


Name: David Centeno
Title: Corporate Environmental Manager
Company: OmniSource, LLC
Address: 7575 W. Jefferson Blvd., Ft. Wayne, IN 46804

Signature Page for Settlement Agreement Regarding Recycletronics – Akron Farm Facility
Superfund Site

5/9/25
Dated

FOR SCHUBERT SONS, INC.
Respondent

Name: PHILLIP C. HAAS
Title: CHIEF FINANCIAL OFFICER
Company: SCHUBERT SONS, INC.
Address: 3400 COVINGTON ROAD
KALAMAZOO, MI 49001

Signature Page for Settlement Agreement Regarding Recycletronics – Akron Farm Facility
Superfund Site

FOR Universal Recycling Technologies LLC
Respondent

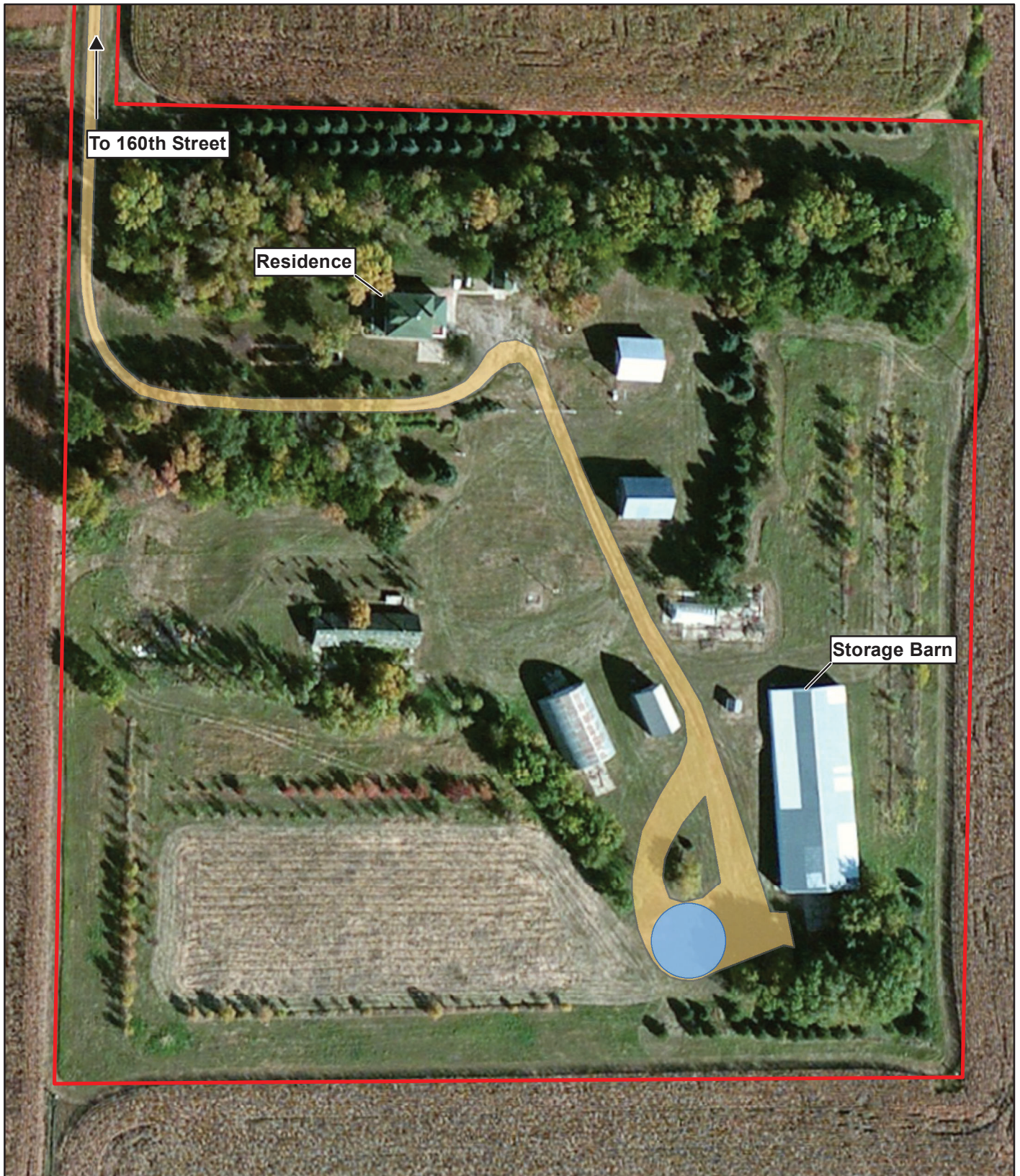
5/19/2025
Dated

K Thomas
Name: Ken Thomas
Title: President
Company: URT
Address: 120 E Burbank Ave
Fonesville, WI 53546

Exhibit A to ASAOC: *De Minimis* Parties and Volumetric Ranking

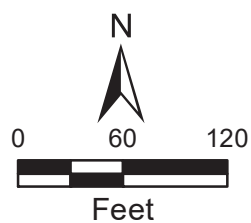
Name	Tonnage	Percentage	Substance
Allied Plastics LLC	0.92	0.09	CRT – Lead
Universal Recycling Technologies LLC	0.82	0.08	CRT – Lead
OmniSource, LLC	0.71	0.08	CRT – Lead
Schupan Recycling a/k/a Schupan & Sons, Inc.	0.51	0.05	CRT – Lead
Cascade Asset Management, LLC	0.47	0.05	CRT – Lead

Appendix B



Legend

- Property boundary
- Haul road
- Staging area



Recycletronics - Akron Farm Facility Site
16998 160th Street
Akron, Iowa

Figure 2
Site Layout Map



Appendix C to ASAO

Name	Settlement Payment
Allied Plastics LLC	\$1,782
Universal Recycling Technologies LLC	\$1,584
OmniSource, LLC	\$1,584
Schupan Recycling a/k/a Schupan & Sons, Inc.	\$990
Cascade Asset Management, LLC	\$990
Total	\$6,930