

**ALLEGHENY COUNTY HEALTH DEPARTMENT
AIR QUALITY PROGRAM**

In the Matter of: Harsco Corporation
300 Seven Fields Blvd., Suite 300
Seven Fields, PA 16046

ATI Flat Rolled Products Holdings, LLC
100 River Road
Brackenridge, PA 15014-1597

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“Consent Agreement”) is entered into effective this 7th day of January, 2020 (“Effective Date”), by and between the Allegheny County Health Department and ATI Flat Rolled Products Holdings, LLC and Harsco Corporation (hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, the Allegheny County Health Department has found and determined the following:

I. The Director of the Allegheny County Health Department (“ACHD”) has been delegated authority pursuant to the federal Clean Air Act (CAA), 42 U.S.C. §§ 7401 et seq., and the Pennsylvania Air Pollution Control Act (APCA), 35 P.S. §§ 4001 et seq., and the ACHD is a local health agency organized under Local Health Administration Law, Act 315 of August 24, 1951, P.L. 1304, as amended, 16 Pa.C.S. § 12001 et seq., whose powers and duties include the enforcement of laws relating to public health within Allegheny County, including the Allegheny County Health Department’s Rules and Regulations, Article XXI, Air Pollution Control (hereinafter “Article XXI”).

2. ATI Flat Rolled Products Holdings, LLC, (hereinafter “ATI”) owns and operates a specialty steel making facility in Allegheny County, Pennsylvania. The facility is physically located at 100 River Road, Brackenridge, Allegheny County, Pennsylvania. The facility is a producer of specialty steel from steel scrap and other additives.

3. Harsco Corporation (hereinafter “Harsco”) is a commercial processor of steelmaking slag. Harsco operates a slag handling operation at a facility located at Federal Street, Gate #10, Natrona, Allegheny County, Pennsylvania (hereinafter “Slag Facility”). The Slag Facility is physically located on property owned by ATI.

4. The Harsco Slag Facility processes all slag from the ATI’s steel making facility at 100 River Road, Brackenridge, PA and reclaims metallics from the slag. The operation is performed outdoors in an unroofed area and involves dumping partially solidified specialty steel slag from thimbles into pits, where the slag is cooled with copious amounts of water. The slag is then pushed with heavy equipment to an area where it is continued to be watered until the slag is fully quenched. The dumping, pushing and quenching of the slag produces steam that contains particulate matter. The slag handling and cooling process is currently performed with the use of misting foggers, spray headers and water cannons which are intended to minimize particulate migration through the air.

5. Opal Court is a residential street in Harrison Township and is located on the hill in close proximity to the Harsco Slag Facility (hereinafter referred to as “Opal Court neighborhood”). Over the past several years, fugitive dust from Harsco’s slag processing operations has allegedly been deposited in the Opal Court neighborhood.

6. On March 24, 2017, the ACHD issued Notices of Violations (NOVs) against Harsco and ATI. The NOVs were issued following an investigation by ACHD inspectors of

deposition complaints received from residents of the Opal Court neighborhood. During its investigation, ACHD inspectors observed on February 21, 24, and 28, 2017, dust on children's toys and play equipment and residents' vehicles. Based on its investigation, the ACHD concluded that the Harsco slag processing operations were the source of the deposition in the Opal Court neighborhood. Subsequent investigations by the ACHD reportedly confirmed this finding.

7. In the March 24, 2017 NOVs, the ACHD determined that Harsco and ATI were in violation of Article XXI, § 2105.49 ("Fugitive Emissions"), and Article XXI, §§ 2101.11.a.3, b.1, and c ("Prohibition of Air Pollution").

8. The March 24, 2017 NOVs required that Harsco and ATI submit a compliance plan to eliminate the fallout particulate which had impacted the Opal Court neighborhood.

9. On June 5, 2017, Harsco submitted a compliance plan which included operational changes and training enhancements that were intended to reduce the generation of fugitive dust during Harsco's slag processing operations.

10. Following the implementation of Harsco's compliance plan, the ACHD continued to receive deposition complaints from residents of the Opal Court neighborhood. The ACHD inspectors investigated these complaints and observed deposition in the Opal Court neighborhood on May 15 and 19, 2017, June 1 and 15, 2017, August 2 and 8, 2017, September 28, 2017, October 5 and 20, 2017, December 2, 2017, February 28, 2018, April 30, 2018, and May 22, 2018. The ACHD determined that Harsco and ATI violated Article XXI, §§ 2105.49 and 2101.11.a.3, b.1, and c, relating to these deposition episodes.

11. On May 29, 2018, the ACHD issued an Administrative Order for Compliance. The Order required that Harsco and ATI "submit by June 30, 2018, a revised compliance plan to

the ACHD which will eliminate all fallout particulate which has impacted neighboring residential communities.” Harsco and ATI would then have 120 days after the implementation of the compliance plan to determine the effectiveness of the plan.

12. On June 29, 2018, Harsco submitted a compliance plan for the installation of a spray header system for controlling dust. According to the compliance plan, installation of the spray header system in one of the slag pits was completed on June 15, 2018, and Harsco indicated that the system would be fully implemented by August 6, 2018.

13. Following Harsco’s submission of its June 29, 2018 compliance plan, the ACHD continued to receive deposition complaints from residents of the Opal Court neighborhood. The ACHD inspectors investigated these complaints and observed deposition in the Opal Court neighborhood on July 11 and 26, 2018, August 16, 21, and 29, 2018, October 11, 2018, January 3, 2019, February 5, 2019, March 26, 2019, April 4 and 18, 2019, August 8, 16, and 22, 2019, September 17, 2019, November 19, 21, and 26, 2019, and December 20 and 23, 2019. The ACHD determined that Harsco and ATI violated Article XXI, §§ 2105.49 and 2101.11 a.3, b.1, and c, relating to these deposition episodes.

14. Due to the continued reports of depositions and alleged violations, the ACHD determined that Harsco’s June 29, 2018 compliance plan is not sufficiently effective in eliminating all particulate deposition in impacted neighboring residential communities.

WHEREAS, the ACHD, Harsco and ATI recognize that this Consent Agreement has been negotiated in good faith and that any actions undertaken by Harsco and ATI in accordance with this Consent Agreement do not constitute an admission of fault or liability;

WHEREAS, after a full and complete negotiation of all matters set forth in this Consent Agreement and upon mutual exchange of covenants contained herein, the Parties agree that this Consent Agreement is in the best interest of the Parties and the public.

NOW, THEREFORE, without any final determination or admission of fact or law, intending to be legally bound hereby, and with the consent of the Parties, it is hereby

ADJUDGED, ORDERED, and DECREED as follows:

I. CORRECTIVE ACTION

A. Pursuant to the schedule identified in Paragraphs I.B and I.C, ATI agrees to construct a new building where all Slag Processing will take place under roof (hereinafter “Building”). The Building will have a roof, walls on all sides, and vents. Harsco and ATI agree to change the slag process from the current water-quenching process to an air-cooled process. Pot dumping, cooling and the management of slag (“Slag Processing”) will be performed in the Building that will be located on ATI’s property at Federal Street, Gate #10, Natrona, Allegheny County, Pennsylvania. Slag thimbles or pots will be transported by rail into the Building where an overhead crane will take the thimble from the railcar and dump the slag into a pit. The dumped slag will be moved to a slag cooling area inside the Building. Once cooled, the slag will be loaded into transportation vehicles in a separate section of the Building.

B. No later than ninety (90) days from the Effective Date of this Consent Agreement, Harsco shall submit to the ACHD a complete application for an installation permit for the new air-cooled slag handling process.

C. Within fifteen (15) months from the Effective Date of this Consent Agreement or sixty (60) days from the date of the issuance of the installation permit identified in Paragraph I.B, whichever is later, Slag Processing in the Building will commence. To allow for shakedown of

the new air-cooled slag process, operations at the current water-quenching location shall cease no later than ninety (90) days from commencement of Slag Processing in the Building (this provision does not apply to transportation of slag from loadout to offsite locations or handling of slag related to removal of residual material from existing outdoor processing locations).

D. Harsco shall continue to operate and maintain the emission control equipment at the current slag facility consistent with good air pollution control practices and pursuant to the compliance plan submitted to the ACHD on June 29, 2018 until the conditions set forth in Paragraph I.C are completed.

E. The denial of, issuance of, or action or non-action by ACHD with regard to any installation permit required by Paragraph I.B, above, for the Building will not be subject to dispute resolution under Section VII (Dispute Resolution) of the Consent Agreement. However, ATI and Harsco shall have the right to appeal any such ACHD permitting action as provided under Article XXI, Section 2102.03.h.

II. COMPLIANCE WITH APPLICABLE LAWS

A. All activities undertaken by ATI and/or Harsco pursuant to this Consent Agreement shall be performed in accordance with the requirements of all applicable federal, state, and local environmental laws, permits, and regulations. This Consent Agreement shall not be construed to relieve ATI and Harsco of any obligation to comply with all applicable federal, state, and local environmental regulations, statutes, and laws, including but not limited to the CAA, the APCA, and Article XXI, as now in effect or as hereafter approved.

B. ATI and Harsco shall be responsible for obtaining all federal, state, and local permits which are necessary for the performance of any corrective action required pursuant to Section I (Corrective Action) of this Consent Agreement. This Consent Agreement shall not be

construed as a determination of any issue related to any federal, state, or local permit. Where performance of any portion of any Corrective Action herein requires a federal, state, or local permit or approval, ATI and Harsco shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Whether or not Force Majeure applies is subject to Dispute Resolution in accordance with Section VII (Dispute Resolution).

III. CIVIL PENALTY

A. ATI and Harsco consent to the assessment of a civil penalty of \$107,020.00 in full settlement of all civil liability for the violations identified in the NOV's against ATI and Harsco dated March 24, 2017, and in Paragraphs 10 and 13 of this Consent Agreement.

B. ATI and Harsco shall pay the assessed civil penalty within thirty (30) Calendar Days of the Effective Date by corporate check, or the like, made payable to the "Allegheny County Clean Air Fund," and sent to the Program Manager, Air Quality Program, Allegheny County Health Department, 301 39th Street, Bldg. No. 7, Pittsburgh, Pennsylvania 15201.

C. Upon receipt of the Civil Penalty and any Stipulated Penalties due under Paragraphs IV.A and IV.B, and the completion by ATI and Harsco of all conditions described in Paragraphs I.B and I.C, the ACHD hereby releases and forever discharges ATI and Harsco from civil liability for the violations identified in the NOV's against ATI and Harsco dated March 24, 2017, and in Paragraphs 10 and 13 of this Consent Agreement.

D. Nothing in this Consent Agreement is intended to operate in any way to resolve any other civil claims against ATI or Harsco or to limit the authority of the ACHD with respect to violations that may have occurred prior to the Effective Date of this Consent Agreement that are not intended to be the subject of resolution hereunder. This Consent Agreement may not be construed to prevent or limit the rights of the ACHD to obtain penalties or injunctive relief under

the Clean Air Act, Article XXI, or under other federal or state laws, regulations, or permit conditions for matters not covered by this Consent Agreement.

IV. STIPULATED PENALTIES

A. Should ATI and/or Harsco fail to meet any deadlines detailed in Paragraphs I.B and I.C, above, ATI and Harsco shall be liable for a stipulated penalty of:

- (1) \$1,000/day for days 1-10;
- (2) \$1,500/day for days 11-20; and
- (3) \$2,000/day for days 21 and above.

B. Should the ACHD find that ATI and Harsco are in violation of Article XXI, §§ 2105.49 and 2101.11.a.3, b.1, and c, relating to a deposition episode, ATI and Harsco shall be liable for a stipulated penalty of:

- (1) \$1,500/per deposition episode for violations 1 through 20; and
- (2) \$2,500/per deposition episode for any violation after 20.

The number of violations is cumulative from the Effective Date of this Consent Agreement and does not accrue on a calendar year or 12-month rolling period. This provision terminates when operations at the current water-quenching location cease, as required under Paragraph I.C.

Nothing in this Consent Agreement is intended to limit the authority of the ACHD to issue a civil penalty pursuant to Article XXI, § 2109.06 with respect to alleged violations of Article XXI, §§ 2105.49 and 2101.11.a.3, b.1, and c, relating to a deposition episode that is alleged to occur after the water-quenching location ceases operations.

C. 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 Agreement.

D. All stipulated penalties incurred under this Consent Agreement will be due no later than thirty (30) days after receipt of written demand from the ACHD. Stipulated penalties shall be paid by corporate check, or the like, made payable to the "Allegheny County Clean Air Fund," and sent to the Program Manager, Air Quality Program, Allegheny County Health Department, 301 39th Street, Bldg. No. 7, Pittsburgh, Pennsylvania 15201.

E. In the event that Harsco and/or ATI initiate a Dispute Resolution pursuant to the procedures set forth under Section VII to dispute any stipulated penalties assessed by the ACHD under Paragraphs IV.A and IV.B, ATI and Harsco shall either forward the stipulated penalty amount to the ACHD for placement in an escrow account or post an appeal bond to the ACHD in the amount of the penalty as provided under Article XXI, §§ 2109.06.a.2-3.

F. Stipulated penalties shall continue to accrue during any Dispute Resolution.

V. INTEREST AND LATE PAYMENT PENALTY

A. If ATI and Harsco fail to make a timely payment to the ACHD of the civil penalty set forth in Paragraph III.A, above, ATI and Harsco shall be liable to the ACHD for interest on the late payment and shall pay a stipulated penalty of \$1,000 per day for each day that the payment is late.

B. If ATI and Harsco fail to make a timely payment to the ACHD of the stipulated penalties set forth in Paragraph IV.A and IV.B, above, ATI and Harsco shall be liable to the ACHD for interest on the late payment and shall pay a stipulated penalty of \$100 per day for each day that the payment is late.

VI. FORCE MAJEURE

A. For the purpose of this Consent Agreement, "Force Majeure" as applied to ATI and/or Harsco or to any person or entity controlled by ATI and/or Harsco, is defined as any event

arising from circumstances or causes beyond the control of ATI and/or Harsco, or any person or entity controlled by ATI and/or Harsco, including, but not limited to, its officers, directors, employees, agents, representatives, contractors, subcontractors, or consultants, that may delay or prevent performance of an obligation under this Consent Agreement, despite ATI and/or Harsco's diligent efforts to fulfill the obligation. Such Force Majeure events include, but are not limited to, events such as floods, fires, tornadoes, other natural disasters, labor disputes, and unavailability of necessary equipment beyond the reasonable control of ATI and/or Harsco. The requirement to exercise "diligent efforts to fulfill the obligation" includes using diligent efforts to mitigate any delay caused by a Force Majeure event, as that event is occurring and/or following such an event, so that the delay or non-performance is minimized to the greatest extent reasonably possible.

B. If either ATI or Harsco is prevented from complying with any requirement of this Consent Agreement due to a potential Force Majeure event, ATI or Harsco may claim that such an event constitutes Force Majeure and may petition the ACHD for relief by notifying the ACHD in the following manner:

- (a) Telephonically notify and inform the ACHD of the occurrence of the event within forty-eight (48) hours after ATI and Harsco first knew, or with the exercise of reasonable care should have known, of the event;
- (b) Provide in writing to the ACHD, within five (5) days after ATI and Harsco first knew, or with the exercise of reasonable care should have known, of the event, a statement which:
 - (1) A description of the event and a rationale for attributing the event to Force Majeure;
 - (2) A description of the efforts that have been made to prevent, and efforts being made to mitigate, the effects of the event and to minimize the length of delay or non-performance;
 - (3) An estimate of the duration of the delay or non-performance;

- (4) A description of a proposed timetable for implementing measures to bring ATI and Harsco back into compliance with this Consent Agreement;
- (5) States whether, in the opinion of ATI and/or Harsco, such event may cause or contribute to an endangerment to public health, welfare or the environment; and
- (6) Available documentation, which, to the best knowledge and belief of ATI and/or Harsco, supports ATI and/or Harsco's claim that the delay or non-performance was attributable to a Force Majeure event.

C. Failure by ATI and Harsco to comply with each of the above notice requirements shall constitute a waiver of ATI and/or Harsco's right to invoke the Force Majeure provision as a basis for delay or nonperformance under this Consent Agreement.

VII. DISPUTE RESOLUTION

A. Unless otherwise expressly provided for in this Consent Agreement, the dispute resolution procedures of this Section shall be the exclusive procedure for resolution of disputes arising between the Parties regarding matters included in this Consent Agreement. ATI and Harsco's failure to seek resolution of a dispute under this Section shall preclude ATI and Harsco from raising any such issue as a defense to an action by the ACHD to enforce any obligation of ATI and Harsco arising under this Consent Agreement.

B. If there is a dispute between the Parties with respect to implementation of this Consent Agreement or the implementation of any provision of this Consent Agreement, that Party may send a written Notice of Dispute to the other Party, outlining the nature of the dispute and requesting informal negotiations to resolve the dispute. The Parties shall make reasonable efforts to informally and in good faith resolve all disputes or differences of opinion regarding the implementation of this Consent Agreement. Such period of informal negotiations shall not extend beyond thirty (30) days from the date when the Notice of Dispute was received unless the

period is extended by written agreement of the Parties. The dispute shall be considered to have arisen when one Party receives the other Party's Notice of Dispute.

C. In the event that the Parties cannot resolve a dispute by informal negotiations under this Section, the position advanced by ACHD shall govern, control and be binding unless, within twenty (20) days after the conclusion of the informal negotiation period, ATI and Harsco invokes the formal dispute resolution procedures of this Section by mailing to ACHD a written statement of position on the matter in dispute, including any available factual data, analysis, or opinion supporting that position, and including any supporting affidavits and/or documentation relied upon by ATI and Harsco. Within twenty (20) days following receipt of ATI and Harsco's statement of position submitted pursuant to this Paragraph, ACHD shall issue a written statement of position ("ACHD's Position") on the matter in dispute, including available factual data, analysis, opinion and/or legal arguments supporting the ACHD's position along with any supporting affidavits and/or documents relied upon by ACHD.

D. ACHD's Position shall be binding upon ATI and Harsco unless ATI and Harsco, within thirty (30) days of receipt of the ACHD's written statement of position, files with the Allegheny County Health Department's Hearing Officer ("Hearing Officer") and serves upon ACHD a Notice of Appeal pursuant to Article XI ("Hearings and Appeals") of the ACHD's Rules and Regulations. In addition to the requirements under Article XI, this Notice of Appeal shall set forth the matter in dispute, the efforts made by the Parties to resolve it, the relief ATI and Harsco requests, and any factual data analysis, opinion, affidavits, legal argument and documentation supporting ATI and Harsco's position. The Notice of Appeal and ACHD's Position shall constitute the initial record for purposes of resolving the dispute. Either Party may request of the Hearing Officer the opportunity to supplement the record with appropriate

additional information, provided that such information could not reasonably have been obtained or discovered prior to filing the Notice of Appeal. The Hearing Officer shall render his or her final decision on the basis of the full record, including any supplemental materials received. The final decision of the Hearing Officer shall be appealable by either Party to the Court of Common Pleas of Allegheny County.

E. Judicial and administrative review of any dispute governed by this Section shall be governed by applicable provisions of law.

F. Whenever service, process, or notice is required of any dispute pursuant to this Section, such service, notice or process shall be directed to the individual at the addresses specified in Paragraphs IX.D, IX.E, and IX.F of this Consent Agreement, unless those individuals or their successors give notice in writing to the other Parties that another individual or address has been designated.

VIII. APPLICABILITY

A. The provisions of this Consent Agreement shall apply to, be binding upon, and inure to the benefit of ACHD, Harsco and ATI and upon their respective officers, directors, agents, contractors, employees, servants, successors, and assigns.

B. The duties and obligations under this Consent Agreement shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the Slag Facility or any part thereof.

C. The Parties do not authorize any other persons to use the findings in this Agreement in any matter or proceeding.

D. In the event that ATI and Harsco propose to sell or transfer the Slag Facility or any part thereof, ATI and Harsco shall provide written notice to ACHD of such purchaser or

transferee at least thirty (30) days prior to the sale or transfer. ATI and Harsco shall also provide a copy of this Consent Agreement to any person or entity ATI and Harsco intend to make any such sale or transfer at least thirty (30) days after thereto.

E. ACHD may, upon ATI or Harsco's request, agree to modify or terminate ATI or Harsco's duties and obligations under this Consent Agreement upon sale or transfer of the Slag Facility. ATI and Harsco reserve the right to challenge any decision by ACHD in response to ATI and Harsco's request under ACHD's Rules and Regulations for Hearings and Appeals, Article XI.

F. The undersigned representatives of ATI certify that they are fully authorized to execute this Consent Agreement on behalf of ATI, and to legally bind ATI to this Consent Agreement.

G. The undersigned representatives of Harsco certify that they are fully authorized to execute this Consent Agreement on behalf of Harsco, and to legally bind Harsco to this Consent Agreement.

IX. GENERAL TERMS

A. Except as provided in Paragraph IX.B, below, the ACHD agrees to not pursue additional remedies for ATI and Harsco's failure to comply with any of the conditions described in Section I ("Corrective Action") of the Consent Agreement, so long as the stipulated penalties have been paid for such non-compliance. If the non-compliance continues for a period of ninety (90) days or more, or if ATI and Harsco fail to make a timely payment of the stipulated penalties, then the ACHD may pursue any remedy available under Article XXI of the ACHD's Rules and Regulations for a violation of an Order of the ACHD, including an action to enforce this Consent Agreement.

B. In the event that ATI or Harsco fail to comply with any provision of this Consent Agreement, and the ACHD believes that such failure has created an emergency which may lead to immediate and irreparable harm to the environment or community, the ACHD may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the ACHD, including an action to enforce this Consent Agreement, or any other enforcement option available to it under the CAA, the APCA, the Local Health Administration Law, the Rules and Regulations of the ACHD, or other applicable statutes or regulations. ATI and Harsco do not waive any defenses it may have to such action by the ACHD.

C. The ACHD reserves the right to require additional measures to achieve compliance with this Consent Agreement. ATI and Harsco reserve the right to challenge any action that the ACHD may take to require such additional compliance measures.

D. All correspondence with the ACHD concerning this Consent Agreement shall be addressed to:

Dean DeLuca
Program Manager
Air Quality Program
Allegheny County Health Department
301 39th Street, Building 7
Pittsburgh, PA 15201-1811

With a copy to:

Jeffrey Bailey, Esq.
Allegheny County Health Department
Legal Section
301 39th Street, Building 7
Pittsburgh, PA 15201-1811

E. All correspondence with Harsco concerning this Consent Agreement shall be addressed to:

Ed Ramsey
Regional President - North America
Harsco Environmental
300 Seven Fields Blvd., Suite 300
Seven Fields, PA 16046

With a copy to:

Russell Hochman
General Counsel
Harsco Corporation
350 Poplar Church Road
Camp Hill, PA 17011

F. All correspondence with ATI concerning this Consent Agreement shall be addressed to:

Deborah L. Calderazzo
Director, Environmental Affairs
ATI Flat Rolled Products Holdings, LLC
100 River Road
Brackenridge, PA 15014

With a copy to:

Lauren S. McAndrews
VP, Env Affairs & Sustainability and
Assistant Gen Counsel
Allegheny Technologies Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222

G. Service of any notice or legal process for any purpose under this Consent Agreement, including its enforcement, may be made by mailing an original or true and correct copy by First Class mail to the above contacts and addresses.

H. ATI and Harsco shall notify the ACHD whenever there is a change in the contact person's name, title or address.

I. This Consent Agreement shall constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for the purposes of determining the meaning or intent of any provisions herein in any litigation or other proceeding.

J. The provisions of this Consent Agreement are severable. If any provision or part thereof is declared invalid or unenforceable, or is set aside for any other reason, the remainder of the Consent Agreement shall remain in full effect.

K. A title used at the beginning of any paragraph of this Consent Agreement shall not be considered to control but may be used to aid in the construction of the paragraph.

L. No changes, additions, modifications or amendments to this Consent Agreement shall be effective unless they are set forth in writing and signed by the Parties hereto.

M. The Parties shall bear their respective attorneys' fees, expenses, and other costs with regard to the prosecution or defense of this matter or any related matters arising prior to the execution of this Consent Agreement.

N. This Consent Agreement shall become effective upon signature by the Parties as of the Effective Date first noted above.

O. This Consent Agreement shall terminate upon payment by ATI and Harsco of the assessed Civil Penalty in Paragraph III.A, payment by ATI and Harsco of any Stipulated Penalties due under Paragraphs IV.A and IV.B, and the satisfaction by ATI and Harsco of all conditions described in Paragraphs I.B and I.C, to the satisfaction of the ACHD. Upon written notice by ATI and Harsco that such conditions have been satisfied, ACHD shall respond in writing whether such conditions have been satisfied, which response is subject to Dispute Resolution in accordance with Section VII (Dispute Resolution). If no response is received

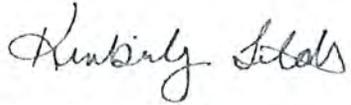
within 30 days of the written notice by ATI and Harsco under this Paragraph IX.O, satisfaction of the conditions described in this paragraph shall be deemed achieved and this Consent Agreement terminated.

P. This Consent Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Consent Agreement. In addition, the parties agree that this transaction may be conducted by electronic means. This includes the use of electronic signatures and that signatures sent via facsimile or electronic mail shall constitute original signatures for purposes of this Agreement and that a photocopy may be used in place of originals for any purpose.

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SIGNATURE PAGE TO FOLLOW

WHEREFORE, the undersigned party enters into this Consent Agreement.

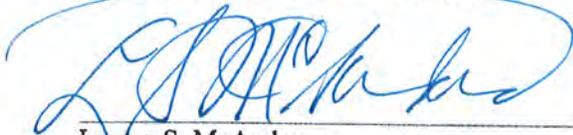
FOR ATI FLAT ROLLED PRODUCTS HOLDINGS, LLC



Kimberly A. Fields
President
ATI Flat Rolled Products Holdings, LLC

11/7/20

Date



Lauren S. McAndrews
Vice President
ATI Flat Rolled Products Holdings, LLC
(A~~E~~ to form only)

11/7/2020

Date

WHEREFORE, the undersigned party enters into this Consent Agreement.

FOR HARSCO CORPORATION


Signed

January 7, 2020
Date

Russell Hochman
Printed Name

SVP and General Counsel, Chief
Compliance Officer & Corporate Secretary
Title

Not applicable

~~Counsel for Harsco Corporation
(as to form only)~~

Date

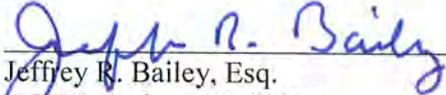
IN WITNESS WHEREOF, the Parties hereto have caused this Consent Agreement to be executed by their duly authorized representatives.

FOR ALLEGHENY COUNTY HEALTH DEPARTMENT



James Kelly
Deputy Director for Environmental Health
Allegheny County Health Department

1/7/20
Date



Jeffrey R. Bailey, Esq.
ACHD Assistant Solicitor
Allegheny County Health Department

1-7-2020
Date