

9 September 2014

Mr. Keith Odenweller
Agent for Pneumo Abex, LLC
604 Spring Hill Drive, Suite 110
Spring, Texas, 77386

**Subject: File-Stamped Environmental Covenant
Metals Impacted Soils and Sediment Site Cleanup
U.S. Bronze Foundry and Machine, Inc.
Meadville, Pennsylvania**



Dear Mr. Odenweller:

Please find enclosed the file-stamped copy of the Environmental Covenant (EC) for the Metals Impacted Soils and Sediment Site Cleanup at the U.S. Bronze Foundry and Machine, Inc. Site in Meadville, Pennsylvania. The enclosed copy of the EC was recorded in the land records of Crawford County, Pennsylvania on 4 August 2014. By way of copy of this letter, the file-stamped EC is being distributed to each of the parties identified in Section 9 of the EC.

Should you have questions regarding this document, please contact me at 410-381-4333.

Sincerely,

A handwritten signature in black ink, appearing to read "William Steier".

William Steier, P.E.
Senior Engineer

Enclosures: File-Stamped Environmental Covenant

cc: Dennis Reis, Briggs and Morgan, P.A.
Daniel Higham, U.S. Bronze and Machine, Inc.
Gary Mechtly, Environmental Cleanup and Brownfields Program, PADEP
Andy Clibanoff, RCRA Project Manager, USEPA Region III
Jason Crawford, Woodcock Township Supervisors

MR0709C/MD14287.TransmittalofFileStampedEC

Instrument Book Page
201400005709 OR 1178 639

201400005709
Filed for Record in
CRAWFORD COUNTY PA
DEBORAH CURRY
08-04-2014 At 01:51 PM.
AGT 40.50
OR Book 1178 Page 639 - 653

When recorded, return to:
Briggs and Morgan, P.A.
Attn: Dennis Reis
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

The County Parcel Identification No. of the Property is: 6708-9
GRANTOR: U.S. Bronze Foundry and Machine, Inc.
PROPERTY ADDRESS: 18649 Brake Shoe Road
Meadville, Pennsylvania, 16335

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Meadville, Crawford County.

The postal street address of the Property is:
18649 Brake Shoe Road
P.O. Box 458
Meadville, Pennsylvania 16335

The latitude and longitude of the center of the Property is: 80° 9' 52.54" W and 41° 41' 21.71" N.

The Property has been known by the following name(s):
U.S. Bronze Foundry and Machine Inc.
Abex Corporation

The DEP Primary Facility ID# is: 683710

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR.** U.S. Bronze Foundry and Machine, Inc. is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder(s) / GRANTEE(S).** The following is/are the GRANTEE(s) and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant:

Pneumo Abex, LLC
Integra Management Company, LLC
Attn: Keith H. Odenweller
604 Spring Hill Drive, Suite 110
Spring, Texas 77386

4. **Description of Contamination & Remedy.** Contamination in the Metals Impacted Soil and Sediment Site consists of spent foundry sands that contain elevated levels of metals, primarily lead, copper, and zinc, however, no groundwater contamination was detected. The remedy selected for the Metals Impacted Soil and Sediment Site includes an in-place containment remedy consisting of excavating metals impacted soil, consolidating the impacted soils on site, and capping the impacted soil and area referred to as the Slag Reclamation Basin with a low-permeability cover system. Construction activities included the construction of a retaining wall and stormwater management features. The remedial action taken attains the site-specific standard through pathway elimination in compliance with Act 2, Section 304. The final remedy construction report titled, "Site Cleanup Final Report Metals Impacted Soils and Sediments Site" was approved by PADEP in a letter dated 24 December 2013. The administrative record for the Property is available through PADEP at 230 Chestnut Street, Meadville, Pennsylvania 16335. In addition, records pertaining to the contamination and remedy are located or available through USEPA, Region III, at 1650 Arch Street, Philadelphia, Pennsylvania 19103.

5. **Activity and Use Limitations.** The Property is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

(1) The Property shall be used solely for nonresidential purposes; the following uses are prohibited;

- a) Single family or multi-family dwellings and other residential-style facilities, or otherwise as a residence or dwelling quarters for any person or persons;
- b) Parks, playgrounds or other recreational areas including, without limitation, parks with swing sets, sand boxes, swimming pools or any other kind of equipment;
- c) Campgrounds;

- d) Daycare centers, nurseries, kindergartens, elementary and secondary schools, vocational or technical schools, or similar facilities;
 - e) Hospitals, nursing homes, shelters, group homes or similar facilities;
 - f) Cemeteries; and
 - g) The planting and raising of plants or crops for human consumption.
- (2) The Grantee shall have a continuing duty to maintain the protective soil or fill cover, vegetation and/or structures overlying contaminated soils within the limits of the approved cover system identified as "Cap Liner" on Exhibit B. Maintenance and inspections will be performed in accordance with the PADEP approved Post-Remediation Care Plan, and the growth and establishment of trees, shrubs, or other deep-rooted plant life will be prohibited within protective soil of fill cover;
- (3) No excavations or disturbances of the approved cover system shall be permitted without prior submittal of a work planned implementation schedule to the Department addressing all applicable law and regulations and providing for satisfactory restoration of the capping system. Excavation or disturbance of the cover system can only progress in accordance with that work plan and schedule with prior Department approval. The work plan and schedule must be submitted to the Department no less than 30 days prior to the planned activity; and
- (4) Potable water wells shall not be installed within the boundary of the approved cover system identified as "Cap Liner" on Exhibit B.
- (5) The Grantee shall have a continuing duty to operate and maintain the permanent post-construction stormwater management best management practices (PCSM BMPs), identified on Exhibit B, which include: (i) permanent diversion channels; (ii) riprap apron; and (iii) infiltration berm/retentive grading, identified as "PCSM BMP – Infiltration Berm". Maintenance and inspections will be performed in accordance with the most recent edition of the Pennsylvania Stormwater Best Management Practices Manual, document: 363-0300-002;
6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.
7. **Compliance Reporting.** By the end of every third year (e.g., December 31, 2013, December 31, 2016, etc.) following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department, the EPA and any Holder listed in Paragraph 3, written

documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after: a) written request by PADEP or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the PADEP, the EPA and any Holder. The report will state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the Department and by the EPA.** In addition to any rights already possessed by the Department and by the EPA, this Environmental Covenant grants to the Department and to the EPA a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the GRANTEE shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 90 days of the Department's approval of this Environmental Covenant. Within that time period, the GRANTEE also shall send a file-stamped copy to each of the following: Crawford County; Woodcock Township; the EPA and; any Holder listed in Paragraph 3.

10. **Termination or Modification.**
 - (a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.

 - (b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

11. **EPA.**

(1) **Notification.** The then current owner shall provide the EPA written notice of:

- a) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;
- b) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- c) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- d) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(2) **Enforcement.** A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA.

12. **Department's and EPA's address.** Communications with the Department and the EPA regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Environmental Cleanup Program Manager
230 Chestnut Street
Meadville, Pennsylvania 16335

and

United States Environmental Protection Agency, Region III
RCRA Regional Program Manager
1650 Arch Street
Philadelphia, Pennsylvania 19103

13. **Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS:

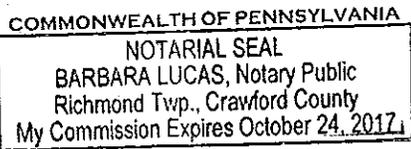
Date: 6/2/2014 U.S. Bronze Foundry and Machine, Inc., Grantor
By: Daniel Higham
Name: Daniel Higham
Title: President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CRAWFORD COUNTY SS:

On this 2 day of JUNE, 2014, before me, the undersigned officer, personally appeared DANIEL HIGHAM [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Barbara Lucas
Notary Public

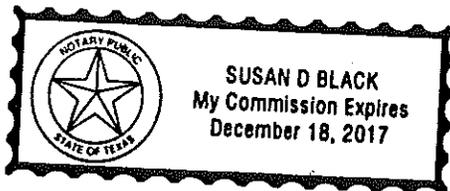
Date: Pneumo Abex, LLC, Grantee
By: Kerth H. Odenweller
Name: Kerth H. Odenweller
Title: Agent

STATE OF TEXAS
COMMONWEALTH OF PENNSYLVANIA

MONTGOMERY
COUNTY OF CRAWFORD COUNTY SS:

On this 24th day of JUNE, 2014, before me, the undersigned officer, personally appeared Kerth H. Odenweller [Holder, Grantee] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Susan D. Black
Notary Public

APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: July 23, 2014

By: Gary L. Mechtly
Name: GARY L. MECHTLY
Title: ENVIRONMENTAL PROGRAM MANAGER
ENVIRONMENTAL CLEANUP + BROWNFIELDS

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CRAWFORD COUNTY SS:

On this 23rd day of July, 2014, before me, the undersigned officer, personally appeared Gary L. Mechtly, who acknowledged himself/herself to be the Program Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, NORTHWEST REGION [insert name of regional office], whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jane O. Butryn
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jane O. Butryn, Notary Public
City of Meadville, Crawford County
My Commission Expires Aug. 26, 2015

EXHIBIT A

Parcel No. 1

ALL that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to-wit:

Beginning at an iron pin which is located sixty (60) feet west of the center line of the Erie Railroad right of way by radial measurement, which is also the northeast corner of land conveyed to the second party herein by Delbert Theuret, et ux; thence along said land of second party herein and land of Herman, North $74^{\circ} 3' 50''$ West, a distance of fifteen hundred eighty-seven and thirty-six hundredths (1,587.36) feet to the center of French Creek the following four courses and distances: first, North $50^{\circ} 37'$ East, a distance of five hundred twenty-six and forty-six hundredths (526.46) feet; second, North $58^{\circ} 52'$ East, a distance of five hundred fifty-three and sixty-two hundredths (553.62) feet; third, North $66^{\circ} 49'$ East, a distance of sixty-three and thirty-four hundredths (63.34) feet; fourth, North $18^{\circ} 49'$ East, a distance of nine and seventy-two hundredths (9.72) feet to an iron pin; thence along land of W. Austin Bowes, South $74^{\circ} 14'$ East, a distance of ten hundred seventy-six and ninety-nine hundredths (1076.99) feet to an iron pin; thence along land of said W. Austin Bowes, North $15^{\circ} 46'$ East, a distance of forty (40) feet to an iron pin; thence also along land of said Bowes, South $74^{\circ} 14'$ East, a distance of two hundred (200) feet to an iron pin; thence South $4^{\circ} 20'$ West, a distance of seventy-seven and sixty-eight hundredths (77.68) feet to an iron pin; thence South $17^{\circ} 51'$ West, a distance of one hundred nineteen and four hundredths (119.04) feet to an iron pin, said pin being ninety (90) feet by radial measurement from the center line of the Erie Railroad right of way; thence southwesterly along said northerly right of way line by a curve to the left, having a radius of fifty-eight hundred nineteen and sixty-five hundredths (5,819.65) feet and being concentric with said center line, a distance of three hundred eight-two and fourteen hundredths (382.14) feet to an iron pin; thence South $73^{\circ} 41' 15''$ East, a distance of thirty-five and sixty-two hundredths (35.62) feet to an iron pin, said pin being sixty (60) feet by radial measurement from the center line by the right of way of the Erie Railroad, thence southwesterly along said northerly right of way line of the Erie Railroad by a curve to the left, having a radius of fifty seven hundred eight-nine and sixty-five hundredths (5,789.65) feet and being concentric with said center line, a distance of four hundred eighty-eight and sixty-eight hundredths (488.68) feet to an iron pin, the point or place of beginning; containing 30.684 acres of land; excepting and reserving therefrom lands conveyed by deed recorded in Crawford County Deed Book 263, page 393 and Deed Book 320, page 489; and being the same property conveyed to Party of the First Part by deed recorded in Crawford County Deed Book 330, page 393. This parcel is subject to agreements for line fences, release of damages et al. set forth more particularly in Crawford County Deed Book 193, page 15, Deed Book 203, page 300, Deed Book 193, page 556, and Deed Book 189, page 700.

Parcel No. 2

ALSO, all that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to-wit:

Beginning at an iron pin which is located sixty (60) feet west of the center line of the Erie Railroad by radial measurement; thence along the south line of land of Bowes, North $74^{\circ} 3' 50''$ West five hundred sixty-seven and forty-eight hundredths (567.48) feet to an iron pin; thence along the east line of land of Herman, South $39^{\circ} 8' 10''$ West a distance of two hundred ninety-four and five hundredths (294.05) feet to an iron pin; thence along the north line of other land of Theuret, South $52^{\circ} 58' 50''$ East two hundred sixty-six and twenty-two hundredths (266.22) feet to an iron pin; thence along the east line of said land of Theuret, South $17^{\circ} 41' 40''$ West two hundred three and thirty-one hundredths (203.31) feet to an iron pin; thence along the north line of land of Cropp, South $73^{\circ} 30' 50''$ East a distance of twenty (20) feet to an iron pin; thence along the west line of land of Henry Williams, North $17^{\circ} 41' 50''$ East a distance of one hundred ninety-five and eighty-eight hundredths (195.88) feet to an iron pin; thence along the north line of said Williams land, South $67^{\circ} 24' 45''$ East two hundred twenty-one and fifty-two hundredths (221.52) feet to an iron pin; thence along the west line of the right of way of the Erie Railroad Company along the arc of a circular curve to the right having a radius of fifty seven hundred eighty-nine and sixty-five hundredths (5,789.65) feet a distance of four hundred forty-four and fifty-eight hundredths (444.58) feet to an iron pin, the place of beginning; containing four and fifty-six hundredths (4.56) acres; and being the same property conveyed to Party of the First Part in Crawford County Deed Book 330, page 392. This parcel is subject to a lane as reserved in Will of Daniel Weikel, deceased, recorded in Deed Book F, page 367, line fence agreement set forth in Deed Book 193, page 58 and Pennsylvania Electric company Right-of-Way in Agreement Book Y, page 360.

Parcel No. 3

ALSO, all that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to-wit: commencing at a concrete monument on the east bank of French Creek, said concrete monument being on the southwest corner of other land of the first party; thence South thirty-five (35°) degrees, twenty-nine minutes (29') West along the east line of French Creek a distance of seventy-seven and fifty-six hundredths (77.56) feet to an iron stake; thence south fifty-two (52°) degrees, fifty-eight (58') minutes and fifty (50'') seconds east a distance of five hundred forty-eight and ninety hundredths (548.90) feet to a concrete monument; then north thirty-nine (39°) degrees, eight (8') minutes and ten (10'') seconds east a distance of two hundred ninety-four and five hundredths (294.05) feet to a concrete monument, said monument being in the south line of land of first party; thence north seventy-four (74°) degrees, three (3') minutes and fifty (50'') seconds west along the southern line of other land of first party a distance of six hundred one and twenty-two hundredths (601.22) feet to the concrete monument, being the place of beginning; containing two and thirty-five hundredths (2.35) acres, more or less; and being the same property conveyed to first party in Crawford County Deed Book 350, page 7.

Parcel No. 4

ALSO, all that certain piece or parcel of land situate in Woodcock Crawford County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point of intersection of the center line of U.S. Route #19 and Brake Shoe Road; thence in a southerly direction along the center line of U.S. Route #19 a distance made along the arc of said center line having a radius of 5,729.58 feet 200 feet to a point on the center line of U.S. Route #19; thence in a westerly direction along the land now or formerly of George R. Wilson and Anna M. Wilson, his wife, now Diogenes A. Saavedra, North $79^{\circ} 26' 55''$ West 180.35 feet to the southeast corner of land now or formerly of Edward J. Derricott, et ux; then North $0^{\circ} 23' 30''$ East along the line of land of said Derricott 170 feet to a point in the center line of Brake Shoe Road; thence in an easterly direction along the center line of Brake Shoe Road South $8^{\circ} 27' 10''$ East 292.18 feet to the center line of U.S. #19, the point or place of beginning; and being the same property conveyed to first party in Crawford County Deed Book 439, page 504 described in accordance with the survey of Charles E. Stiles, Registered Surveyor, dated October 31, 1986.

Subject to the reservation by George M. Wilson and Anna M. Wilson, his wife, for themselves, their heirs and assigns of an easement 20 feet in width along the West side of the above-described premises and adjacent to land now or formerly of Derricott for the sole purpose of installation, maintenance and repair of public utilities extending to other lands of the said George R. Wilson and Anna M. Wilson, his wife, lying immediately south of the above-described premises, and shall not be used for a driveway.

Parcel No. 5

ALSO, all that certain piece or parcel of land situate in Woodcock Township, Crawford County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center line of Old Route 19, also known as Brake Shoe Road, at the North line of the Erie Railroad Co. Right of Way; thence North Fifty-one (51°) degrees Fifty ($50''$) minutes Forty ($40''$) seconds east, One Hundred Fifty and Thirty-four hundredths (150.34) feet to a point on the West right of way line of New Route 19; thence North Thirty (30°) degrees Thirty-three ($33'$) minutest East along said right of way line Thirteen (13) feet to a stake; thence South Fifty-nine (59°) degrees Twenty-seven ($27'$) minutes East at right angles to said right of way line a distance of Thirty (30) feet to the center line of New Route 19; then North Thirty (30°) degrees Thirty-three ($33'$) minutes East along the center line of New Route 19 a distance of Three Hundred Seventy-five (375) feet; thence North Fifty-nine (59°) degrees Twenty-seven ($27'$) minutes West at right angles to center line of said highway, Thirty (30) feet to a point on the west right of way line of said highway at a point on the dividing line between premises herein described and property now or formerly of Colonial Carriers, Inc.; thence North Eight-six (86°) degrees Forty-three ($43'$) minutes West, Two Hundred Sixty-three

and Sixty hundredths (263.60) feet to a point in the center line of Brake Shoe Road; Then South Three (3°) degrees Twenty-five (25') minutes West along the center line of Brake Shoe Road Two Hundred Twenty-eight and Five-tenths (228.5) feet to a point; then continuing in a Southerly direction on an arc to the right along the center line of Brake Shoe Road having a radius of 915.42 feet, a distance of Two Hundred Eighteen (218) feet to the point or place of beginning.

Containing 1.757 acres of land and being the same property conveyed to first party in Crawford County Deed Book 439, page 507 described in accordance with the survey of Charles E. Stiles, Registered Surveyor, dated October 31, 1986.

This parcel is subject to rights-of-way granted United Natural Gas Company as recorded in Crawford County Agreement Book 33, at pages 355, 356 and 357.

In accordance with the requirements of §405 of Act No. 97 of July 7, 1980, P.L. 380, the grantor acknowledges that waste, both non-hazardous and hazardous has been disposed upon a portion of the property described above as Parcel No. 1 and Parcel No. 3 located westerly of the presently existing main plant building between the plant and French Creek occupying approximately 3.0 acres described as follows:

BEGINNING at a point located south 52° 58' 50" east a distance of one hundred ninety-eight and ninety hundredths (198.90) feet from a concrete monument set in the east bank of French Creek in the southwesterly corner of Parcel No. 3; Thence north 29° 30' 55" east a distance of three hundred fifty-two and seventy-eight hundredths (352.78) feet to a point; Then south 52° 58' 50" east a distance of four hundred nine (409) feet; Thence south 39° 08' 10" west a distance of three hundred fifty (350) feet to a point in the south line of the property; Thence along the south property line, common to lands of Myron Bogardus, north 52° 58' 50" west a distance of three hundred fifty (350) feet to a point, the place of beginning.

Approximately 31,600 cubic yards of such waste, consisting of foundry sands of various types, and baghouse dust, both containing concentrations of lead; wood scraps, sawdust, pallets and patterns; metal rods, pipes, and gagers, metal and fiber drums; styrofoam filler; plastic film and fiberglass; graphite and transite plates; and waste water treatment sludge, have been deposited. The proportion of the site and the specific area(s) within the site containing hazardous wastes are unknown. The foregoing facility has been closed in accordance with the Closure Plans Submitted to the Pennsylvania Department of Environmental Resources.

Also in accordance with the provisions of Pennsylvania Department of Environmental Resources Regulation §75.264(O) (19) and (2), the purchaser of the above property is hereby notified that the land has been used to manage hazardous waste; that disturbance of the site is restricted under paragraph (14) of Reg. §75.264(O); and that the survey plat and record of the type, location and quantity of hazardous waste disposed of within each cell or area of the facility

required by paragraph (19) of the regulation have been filed with the municipality and the Pennsylvania Department of Environmental Resources.

In addition to the foregoing site, two Wastewater treatment lagoons, located approximately 400 feet northwesterly of the main plant building, have been utilized as a facility in the treatment of industrial waste water. This facility also has been closed in accordance with the Closure Plan submitted to the Pennsylvania Department of Environmental Resources. All wastewater treatment sludge has been removed from this site.

EXHIBIT B

