



# Huntingdon County

**KELSEY DUNN**

Register of Wills, Recorder of Deeds  
and Clerk of Orphans' Court

223 Penn Street, Huntingdon, PA 16652

Phone: 814.643.2740 Fax: 814.643.6849

2023-003264

RECEIPT FOR PAYMENT

Instrument Number: 2023-003264

Record Date: 9/08/2023

Instrument Type: ENVIRONMENTAL COV

Record Time: 01:51:00

Indexed Party: FLAT TOP ENTERPRISES L L C

Receipt No.: 94893

Receipt Distribution

Fee/Tax Description	Payment Amount
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ENVIRONMENTAL COV	13.00
ENVIRONMENTAL COVW	.50
UNIV. PARCEL ID FEE	20.00
CO RECORDS IMP FND	2.00
RECORDERS FUND	3.00
EXTRA PAGES	20.00

Check# 3689 \$58.50

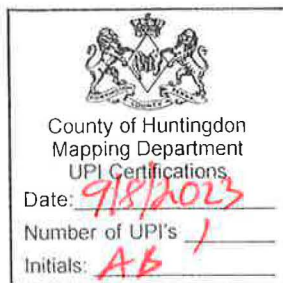
Total Received..... \$58.50

Book#: 2023

Page#: 3264

Paid By Remarks: MARK HANISH

Univ. Parcel ID: 44-02-25.3



RECORDED  
09/08/2023 01:51:00 PM  
Kelsey Dunn  
Register and Recorder  
Clerk of Orphans' Court  
Huntingdon County, PA  
Instrument: 2023-003264

UPI Number aka Parcel Number: 44-02-25.3

Municipality: Smithfield Township

Situs Address: 10426 Fairgrounds Road, Huntingdon, PA 16652

Property ID: 21608

Deed Book-Page for 2008 Deed: 922-915

Metes and Bounds: Included in a copy of the Environmental Covenant,  
although no changes in size or description of real estate is requested.

### ENVIROMENTAL COVENANT

**Between:**

Property Owner/Holder, Grantor/Grantee = Flat Top Enterprises, LLC  
(signed and notarized)

**Approved by:** (signed and notarized):

United States Environmental Protection Agency, Region III  
Four Penn Center  
1600 John F. Kennedy Blvd. (MC: 3LD10)  
Philadelphia, PA 19103-2852

Environmental Covenant

When recorded, return to:

Flat Top Enterprises, LLC  
Attn: Mr. Thomas Reed, Jr.  
10627 Hartslog Valley Road  
Huntingdon, PA 16652

and:

Arcadis U.S., Inc.  
Attn: Mark Hanish  
2100 Georgetown Drive, Suite 402  
Sewickley, PA 15143

The County Parcel Identification No. of the Property is: 44-02-25.3

GRANTOR: Flat Top Enterprises LLC

PROPERTY ADDRESS: 10426 Fairgrounds Road, Huntingdon, PA 16652

**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, and pursuant to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), and the Hazardous and Solid Waste Amendments (HSWA) of 1984, 42 U.S.C. § 6901 *et seq.* (Corrective Action Program), this Environmental Covenant has been approved by the United States Environmental Protection Agency (EPA) and by the Pennsylvania Department of Environmental Protection (PADEP).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Smithfield Township, Huntingdon County. The postal street address of the Property is: 10426 Fairgrounds Road, Huntingdon, PA 16652. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.479N (latitude), 78.032W (longitude). The Property has been known by the following name: ELCO Corporation. The EPA ID No. is: PAD003009461.

A complete description of the Property (**Exhibit A**) is attached to this Environmental Covenant as it appears within the existing Deed Acknowledgement recorded with Huntingdon County. A map of the Property is attached to this Environmental Covenant as **Exhibit B**.

2. **Property Owner/Holder, GRANTOR/GRANTEE.** Flat Top Enterprises, LLC is the owner/holder of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. **The Mailing Address Of The Owner Is.** 10627 Hartslog Valley, Road, Huntingdon, PA 16652.

4. **Description of Contamination & Remedy.** As described in the PADEP-approved Land Recycling and Environmental Remediation Standards Act (Act 2) Final Report and EPA's September 2022 Final Decision and Response to Comments (FDRTC), historical releases of volatile organic compounds (VOCs) and metals have affected the Property but have been remediated to either the Statewide Health Standard or a Site-Specific Standard in accordance with the requirements of Act 2 and the EPA Corrective Action Program for non-residential use. The remedial activities undertaken included:

- a. Soil and weathered bedrock that had been impacted by VOCs were excavated, along with a concrete pad, from the former drum storage area and adjacent alleyway located immediately behind and north of the building on the Premises. This excavated material was disposed off-site; and
- b. By means of a vapor-enhanced groundwater recovery system, groundwater was extracted from underneath the building in the areas of the former plating department and the former "orange team" room/maintenance room. Groundwater was also extracted from outside the building in the former drum storage area and adjacent alleyway, and subsequently treated to remove VOCs.

Residual contamination of cadmium and certain VOCs remain in soil on the Property as depicted in maps within the existing Deed Acknowledgement attached hereto as **Exhibit C** (the "Affected Areas"). Also, VOC contamination in the Affected Areas extends to the water table and into groundwater at the Property. As described in the FDRTC, EPA determined it is technically impracticable (TI) to fully remediate residual trichloroethylene (a VOC) or restore groundwater to an unrestricted drinking water state. The Final Remedy consists of a TI zone for groundwater within the Facility property boundary, natural attenuation for contaminated groundwater migrating beyond the Facility boundary, and activity and use limitations (AULs) for land, groundwater, and surface water. In addition, groundwater protection beyond the Facility Property boundary shall continue through the existing Smithfield Township Municipal Ordinance No. 2001-4, enacted on July 9, 2001, which prohibits a person whose property is served by public water supply to drill, or use for any purpose, a water well that is or is likely to be contaminated or where the pumping of such well may induce the migration or spread of such contaminants.

The building floor has been shown to serve as effective barrier for potential vapor intrusion and is expected to remain effective as long as the floor remains in good condition, free of any large new cracks, modifications or penetrations that may affect the floor's integrity and ability to serve as a vapor and contact barrier.

5. **Activity & Use Limitations.** The Property is subject to the following activity and sitewide or localized use limitations (See **Exhibit D**) that the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

- a. Use of the Property is restricted to commercial or industrial activity, which shall exclude schools, nursing homes and other residential uses or residential-style facilities and recreational uses.

- b. The surface water and groundwater at the Property shall not be used for any purpose other than to conduct the operation, maintenance, and monitoring activities required by EPA or PADEP, unless it is demonstrated to EPA and PADEP, that such use will not pose a threat to human health or the environment or adversely affect or interfere with the final remedy and EPA and PADEP provides prior written approval for such use.
- c. The subsurface strata and soils in the Soil Disturbance Restriction Area on the Property shall not be disturbed, unless upon prior written approval by EPA and PADEP as may be necessary to install adequate foundation bearing support features, and provided that appropriate health and safety precautions shall be implemented for the protection of workers and any other persons who may be subject to exposure in the event of such EPA- and PADEP-approved disturbance.
- d. Prior to further development or redevelopment of the Property which could disturb subsurface strata and soils in the designated affected areas, the owner of the Property shall, no less than thirty (30) days before the beginning of the disturbance, submit to EPA and PADEP, or their then successor agencies, a work plan for management and disposal of disturbed subsurface strata and soils consistent with federal and state regulations and must thereafter properly manage and dispose of all subsurface strata and soils consistent with the work plan approved by EPA.
- e. Any new construction of buildings intended for human occupation will include mitigation measures designed to prevent vapor intrusion-related exposures unless EPA and PADEP determine these measures unnecessary. Mitigation measures incorporated into new building construction will be designed by a licensed professional engineer. EPA and PADEP will be provided with a description of the mitigation measures prior to building construction. Also, the then-current Owner shall ensure that the existing building foundation slab remains in place and is maintained in good condition. Any cracks observed or penetrations made shall be sealed so that the gas permeability of the seal is less than or equal to that for the pre-cracked/penetrated floor conditions so that the potential for vapor intrusion remains low.

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.** After written request by EPA or PADEP, the then current owner of the Property shall submit to EPA and any Holder listed in Paragraph 2, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 30 days after a) written request by EPA or PADEP, 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 shall send a report to EPA or PADEP and any Holder. The report shall 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.** In addition to any rights already possessed by EPA and PADEP, this Environmental Covenant grants EPA and PADEP a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording & Proof of Notification.** Within 30 days after the date of EPA's approval of this Environmental Covenant, this Environmental Covenant shall be filed with the Recorder of Deeds for the County in which the Property is located and send a file-stamped copy of this Environmental Covenant to EPA and PADEP within 60 days of recording. Within that time period, a file-stamped copy shall be sent to each of the following: Smithfield Township, Huntingdon County, Flat Top Enterprises LLC and KYOCERA AVX Components Corporation.

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) EPA and PADEP waive 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) EPA and PADEP determine that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) EPA and PADEP provide 30-days advance written notice to the then-current owner of the Property, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

c. This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, of an unrestricted use remediation standard for the above-described contamination at the Property. EPA must approve, in writing, of such termination.

d. In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) EPA and PADEP.

**11. Notice and Enforcement.**

- a. Notification. The then-current owner shall provide EPA and PADEP written notice of:
- (1) The pendency of any proceeding involving claims for foreclosure of the Property as referred to in 27 Pa. C.S. § 6509(a)(4), within seven (7) calendar days of the owner's receiving notice of the pendency of such proceeding;
  - (2) Any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven (7) calendar days of the owner's receiving notice of such judicial action;
  - (3) Any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven (7) calendar days of the owner's receiving notice of such judicial action;
  - (4) Termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven (7) calendar days after the owner becomes aware of such termination or amendment; and
  - (5) Any agreement for the sale or transfer of the Property by the Grantor, no later than seven (7) days prior to the closing of such sale or transfer by the Grantor.
- b. Enforcement. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by EPA and PADEP or by the Attorney General of the United States, on behalf of EPA. In addition, PADEP and EPA reserve their regulatory authorities under any applicable law to enforce the AULs described in Paragraph 5, above.

**12. Communications with EPA and PADEP.** Any document or communication that is required to be provided to the parties to this Environmental Covenant shall be submitted to:

EPA Region 3's RCRA Corrective Action digital repository for institutional control and reporting documents: R3\_RCRAPOSTREM@epa.gov. All documents shall reference the RCRA Facility name and RCRA ID Number. In addition, a file-stamped copy of this Environmental Covenant shall be sent to:

Attn: Branch Chief, Corrective Action  
United States Environmental Protection Agency, Region III  
Four Penn Center  
1600 John F. Kennedy Blvd. (MC: 3LD10)  
Philadelphia, PA 19103-2852

Land Recycling Chief, EC&B Program  
Pennsylvania Department of Environmental Protection  
South-central Regional Office  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

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

ACKNOWLEDGMENTS by Flat Top Enterprises, LLC, Owner/Holder, Grantor/Grantee

Date: August 23, 2023

By:



Name:

Thomas J Reed Jr

Title:

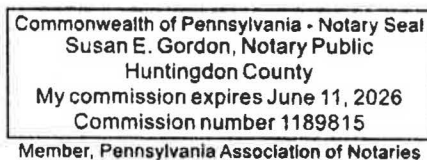
Owner

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Huntingdon ) SS:

On this 23<sup>rd</sup> day of August, 2023, before me, the undersigned officer, personally appeared Thomas J Reed Jr [Owner/Holder, Grantor/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.




Notary Public



APPROVED, by the United States Environmental Protection Agency

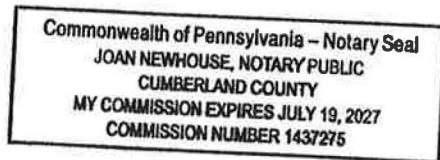
Date: Sept. 1, 2023

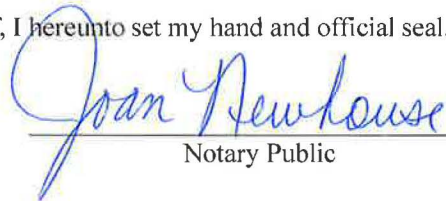
Dana Aunkst   
Director  
Land, Chemicals, and Redevelopment Division  
United States Environmental Protection Agency  
Region III  
Four Penn Center  
1600 John F. Kennedy Blvd.  
Philadelphia, PA 19103-2852

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Cumberland ) SS:

On this 1<sup>st</sup> day of September, 2023, before me, the undersigned officer, personally appeared Dana Aunkst, Director Land, Chemicals, and Redevelopment Division USEPA Region III, who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he freely executed the same for the purposes therein contained.

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



  
Notary Public

## EXHIBIT A

### PROPERTY DESCRIPTION

ALL that certain tract or parcel of land and premises, situate, lying and being in the Township of Smithfield, in the County of Huntingdon, and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at a point, said point being located immediately north of Legislative Route 31034 as more fully set forth in a Plan of Survey hereinafter described and being the southeastern corner of the parcel hereinafter described; thence along the line of lands now or formerly of Huntingdon Business & Industry, Inc, S58°58'W 1100 feet to a point; thence along the line of lands now or formerly of the Pennsylvania Electric Company N31°02'W 670 feet to a point; thence along the line of lands now or formerly of Huntingdon Business & Industry, Inc. N58°58'E 1100 feet to a point; thence along the line of lands now or formerly of Huntingdon County Industrial Development Authority S31°02'E 670 feet to a point, the place of BEGINNING. CONTAINING 16.92 Acres as more fully set forth in a plan of Survey for Elco Corporation prepared by Africa Engineering Associates, Inc. dated May 23, 1983 and being Drawing No. 9784 and having thereon erected a manufacturing facility.

TOGETHER WITH all the right, title and interest of the Grantor in and to the easements for ingress and egress and rights attendant thereto as set forth in Huntingdon County Misc. Book 72, at page 491.

TOGETHER WITH all the right, title and interest of the Grantor in and to the sewer line easement and rights attendant thereto as set forth in Huntingdon County Misc. Book 72, page 482.

Tax Parcel No. 44-02-25.3      2008 Sale Deed Recorded on Deed Book 922, Page 915.


## EXHIBIT

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CITY: SAN FRANCISCO DIV/GROUP: ENV/IM DB: KGPeters LD: PIC: PM: TM:  
PROJECT: PATH: T:\ENVIKAVX\_ELCOEnv\_Covenant\_Land\_Use\_Restriction\Exhibit B\_Property Map.mxd DATE: 12/2/2022 12:02:10 PM



#### Legend

 Property Boundary

Imagery Source: Google Earth 09/22/2020  
0 180 360  
SCALE IN FEET

FORMER ELCO CORP. SITE - USEPA ID #PAD003009461  
10426 FAIRGROUNDS ROAD  
HUNTINGDON, PENNSYLVANIA

#### PROPERTY MAP

 **ARCADIS**

EXHIBIT

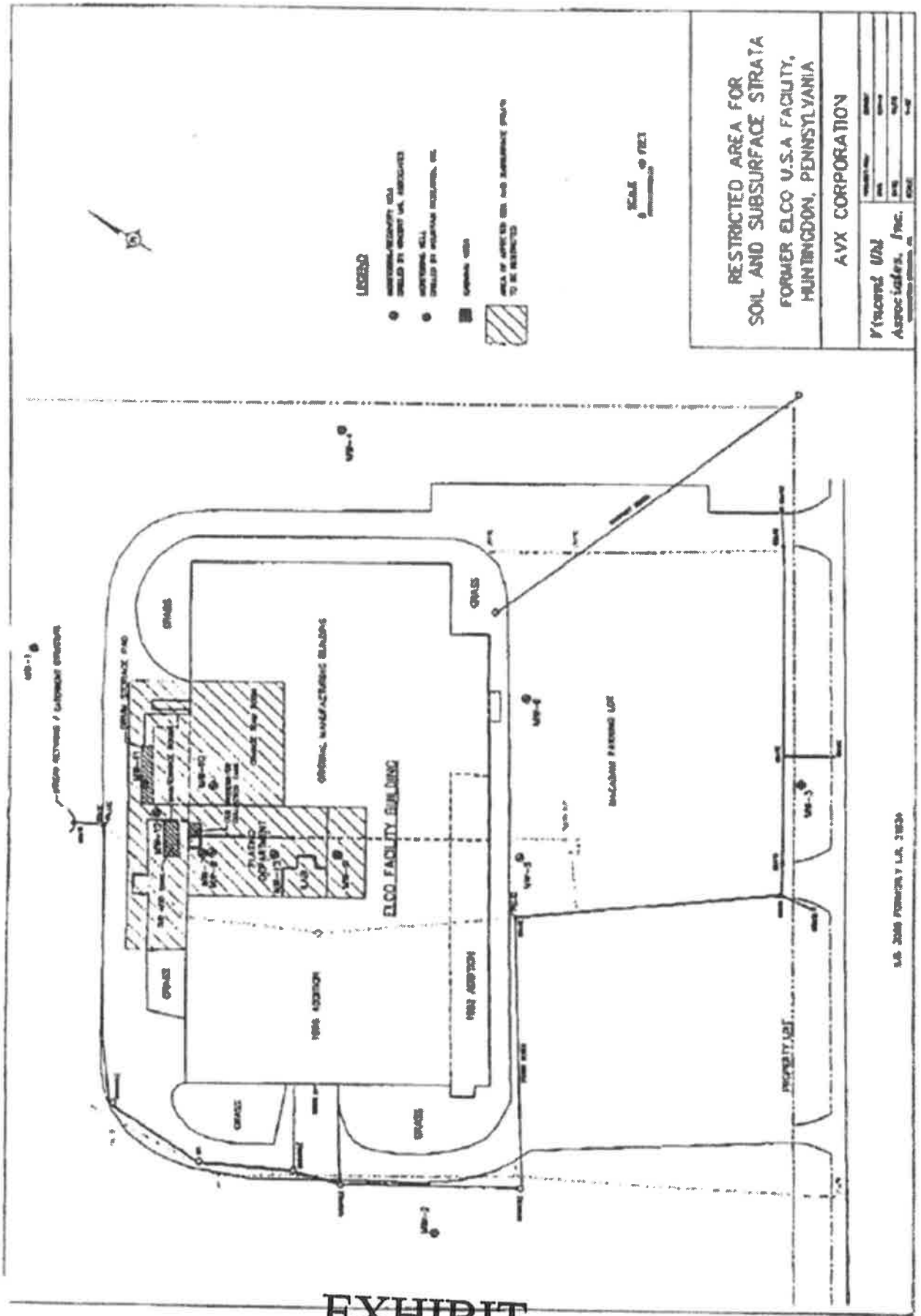
**B**

**EXHIBIT**

**(Groundwater Affected Area from 2000 Deed Acknowledgement)**



(Soil Affected/Restricted Area from 2000 Deed Acknowledgement)







CITY: SAN FRANCISCO DIV/GROUP: ENV/IM DB: KGPeters LD: PIC: PM: TM: 12/2/2022 12:00:38 PM  
 PROJECT: PATH: T:\ENVIKAVX\ELCO\Env\_Covenant\_Land\_Use\_Restriction\Exhibit D\_Environmental Covenant Land Use Restriction.mxd

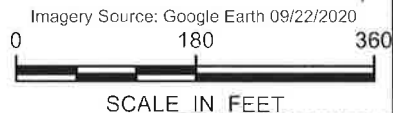
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2	-78.033234	40.476923
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5	-78.03281	40.479115
6	-78.032181	40.479506
7	-78.031894	40.479229
8	-78.032174	40.479057
9	-78.032027	40.478921
10	-78.032227	40.478797
11	-78.032522	40.47907
12	-78.032665	40.47898



The property boundary shown is based on the Huntingdon County, Pennsylvania Online Information System, GIS parcel viewer for Parcel Number 44-02-25.3. The accuracy of the location of the property corners and boundaries has not been independently verified.

#### Legend

-  Property Boundary and Site Wide Restriction Area
-  Soil Disturbance Restriction Area



FORMER ELCO CORP. SITE - USEPA ID #PAD003009461  
 10426 FAIRGROUNDS ROAD  
 HUNTINGDON, PENNSYLVANIA

#### ENVIRONMENTAL COVENANT LAND USE RESTRICTION AREAS



EXHIBIT

D

# EXHIBIT



# Huntingdon County

**KELSEY DUNN**

Register of Wills, Recorder of Deeds  
and Clerk of Orphans' Court

223 Penn Street, Huntingdon, PA 16652

Phone: 814.643.2740 Fax: 814.643.6849

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Check# 3689 \$58.50

Total Received..... \$58.50

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Paid By Remarks: MARK HANISH

Univ. Parcel ID: 44-02-25.3



I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
Of Huntingdon County, Pennsylvania.

*Kelsey Dunn*

Kelsey Dunn  
Recorder of Deeds

Certification Page

**DO NOT DETACH**

This page is now part of this legal document.

**NOTE:** Some information subject to change during the verification process and may not be reflected on this page.