

COUNTY OF VENANGO

Susan R. Hannon
Recorder - Register - Clerk of Orphans' Court
1168 Liberty Street
P.O. Box 831
Franklin, PA 16323

RECEIPT FOR PAYMENT

Instrument Number: 2015-001296
Instrument Type: COVENANT
Indexed Party:

Receipt Date: 4/06/2015
Receipt Time: 09:14:56
Receipt No.: 207512

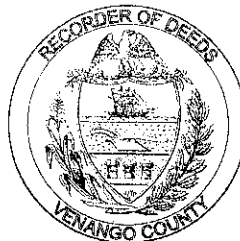
Receipt Distribution

Fee/Tax Description	Payment Amount
COVENANT	33.00
COVENANT - WRIT	.50
J.C.S. / A.T.J.	35.50
CO IMPROVEMENT FND	2.00
REC. IMPRVMT FUND	3.00
<hr/>	
Cash	\$74.00
Total Received.....	\$74.00

Book#: 2015 Page#: 1296

Paid By Remarks: FLUID RECOVERY SERVICES LLC

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



Susan R. Hannon
Susan R. Hannon
Recorder of Deeds

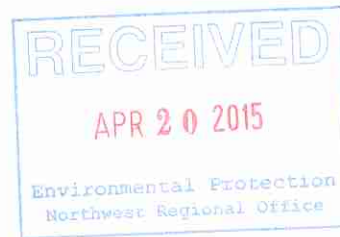
**** DO NOT DETACH ***

NOTE ** This page is now part of this legal document. ** NOTE

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



MAR 12 2015



Mr. Paul Hart
Fluid Recovery Services, LLC
5035 Route 110
Creekside, PA 15732

Re: Approval of Environmental Covenant
Fluid Recovery Services, LLC (Former PA Brine)
eFACTS PF No. 612975
Incident No. 33219
Rouseville Borough, Venango County

Dear Mr. Hart:

The Department of Environmental Protection (Department) has reviewed the February, 5 2015, Environmental Covenant (EC). The EC was prepared by Shane E. Cranford, Senior Project Manager, AECOM and submitted to the Department in accordance with Title 25, Chapter 253 of the PA Code, Administration of the Uniform Environmental Covenants Act (UECA). UECA and accompanying regulations provide a standardized process for creating, documenting, and assuring the enforceability of Activity and Use Limitations on contaminated properties involving most engineering and institutional controls used to achieve Act 2 standards.

The Department has approved the EC. The signed EC is enclosed. As stated in Paragraph 9 of the EC, the EC is to be recorded within 30 days of this letter. In addition, notifications of recordation are to be sent to the Department and the other entities named in Paragraph 9 within 90 days of this letter.

If you have questions regarding this correspondence, please contact Gerald Rafeew at 814.332.6192.

Sincerely,

A handwritten signature in blue ink that reads "Anita M. Stainbrook".

Anita M. Stainbrook
Environmental Program Manager
Environmental Cleanup and Brownfields Program

Enclosure

cc: Shane E. Cranford – AECOM
Gerald Rafeew – DEP
John O'Hara – DEP
NWRO File

AMS:GR:keb:EMR



GRANTOR: Fluid Recovery Services, LLC
PROPERTY ADDRESS: 587 State Route 8

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 the Borough of Rouseville, Venango County.

The postal street address of the Property is: 587 State Route 8, Rouseville, PA.

The County Parcel Identification No. of the Property is: 07-16-12

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 41 degrees - 27 minutes - 42.87 seconds (north) and 79 degrees - 41 minutes - 23.31 seconds (west).

The property has been known by the following name: Rouseville Refinery Plant 1.

The Primary Facility (PF) No. of the Rouseville Refinery Plant 1 is 612975.

The Tanks ID No. of the Rouseville Refinery Plant 1 is 61-91604.

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.**

Fluid Recovery Services, LLC (FRS) is the Owner of the Property. The mailing address(es) of the Owner(s) is/are: 5035 Route 110 Creekside, PA 15732.

3. **Holder/GRANTEE.**

The following is the "holder," as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant: The Pennzoil-Quaker State Company (PQS), 910 Louisiana OSP 687, Houston, TX 77002.

4. **Description of Contamination & Remedy.**

Releases of regulated substances during the operation of the Rouseville Refinery Plant 1 have resulted in environmental contamination. The location and the horizontal and vertical extent of

environmental contamination at the Rouseville Refinery Plant 1, including the Property, and at other properties adjacent or near the Rouseville Refinery Plant 1, have been assessed and are described in the following environmental investigation reports (collectively, the "Reports") titled as follows:

Name of Report	Date	Author
Plant 1, Area I, Final Assessment Report	October 4, 1988	G&M Spill and Tank Management, Inc. for PQS
Plant 1, Areas II and III, Final Assessment Report	April 27, 1989, modified July 26, 1989	G&M Spill and Tank Management, Inc. for PQS
Site Characterization Report for AST 612 and 613 at Plant 1	May 3, 2002	TolTest, Inc. for Calumet
Closure Report for 62 ASTs at Plant 1	October 24, 2003	Orbital Engineering, Inc. for Calumet
Site Characterization Report/ Remedial Investigation Report	July 12, 2005	TolTest, Inc. for PQS
Site Characterization Report/ Remedial Investigation Report and Risk Assessment Report	March 20, 2006	TolTest, Inc. for PQS

The Reports are incorporated herein by reference and are maintained as public documents by the Department at the Northwest Regional Office in Meadville, Pennsylvania in accordance with the Department's standard document retention practices. The areas of the Rouseville Refinery Plant 1, including the Property and other properties adjacent to the Rouseville Refinery Plant 1, where regulated substances have been released or are present in soil or groundwater is hereafter referenced to as the "Site."

The Reports contain the analytical results of samples taken of the soil and groundwater at the Site, including the sampling and analysis for Volatile Organic Compounds ("VOCs"), Semi-Volatile Organic Compounds ("SVOCs"), and metals in on-site monitoring wells, the determination of the direction of groundwater flow, and the sampling and analysis for VOCs, SVOCs, and metals in the soil. The Reports describe all contamination known by the Parties to exist at the Site ("Identified Contamination") as of the date of this Environmental Covenant.

On April 28, 1990, the Department and Pennzoil Products Company (PPC), a predecessor of PQS, executed a consent order and agreement, which, among other requirements, required PPC to construct a groundwater remediation system at the Site, and to address contamination at another property known as Rouseville Refinery Plant 2 ("April 1990 Agreement"). The Findings of Fact contained in the April 1990 Agreement are incorporated by reference herein. Pursuant to Paragraph 17 of the April 1990 Agreement, the April 1990 Agreement terminated on April 28, 1995, but the Findings of Fact remain in effect.

In accordance with the April 1990 Agreement, PPC began operating a total fluid recovery system at the Rouseville Refinery Plant 1. The recovery system consisted of approximately 87 recovery wells, and was installed to mitigate the migration of Separate Phase Liquids into Oil Creek and Cherry Run. The recovery system was designed to discharge recovered Separate Phase Liquids and groundwater to the Rouseville Refinery Plant 1 wastewater treatment system.

In 2003, Calumet Lubricants Co., Limited Partnership limited operation of the Rouseville Refinery Plant 1 wastewater treatment system to primarily processing storm water. As a result, PQS constructed a new groundwater/production treatment system in January 2004.

On June 8, 2006, a Consent Order and Agreement (“Agreement”) was entered by and among the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”), Pennzoil-Quaker State Company, Calumet Lubricants Co., Limited Partnership, Calumet Pennsylvania, LLC, and the Borough of Rouseville.

An initial RAP for this Site was submitted on December 26, 2006, and was approved by the Department on March 29, 2007. In the course of implementing the RAP, changing site conditions, circumstances as well as new remedial methodologies and technologies became available which necessitated revisions to the original RAP. On June 12, 2008, an Amended RAP was submitted. These modifications included the use of a vacuum enhanced skimming (VES) system north of Cherry Run; the use of active skimming (via a mobile skimming unit) instead of discrete enhanced fluid recovery (EFR) events at select monitoring wells; and a revision of the final remedy for the resin area to accommodate the beneficial use of GOC’s redevelopment plans for this area. Based on the Department’s comments, RAP Amendment 1, Addendum 1, was submitted to the Department on August 15, 2008, and was subsequently approved by the Department on October 1, 2008.

On August 31, 2010, the Department approved a new RAP (dated April 2010) that detailed the shutdown of the total fluids recovery system, implementation of a targeted excavation program, installation of a permanent cap in the resin area and installation of a phytoremediation barrier. On July 30, 2011, the Department approved a Supplemental RAP and Proposed Final Remedies document, dated March 2011. The Supplemental RAP detailed the implementation of final remedies in RU 4.1, the area North of RU 1.1 and the Cherry Run railroad bridge area. PQS has implemented the remedial actions set forth in these documents as related to the Property.

On October 1, 2012, the Department received PQS’ submittal of a revised Risk Assessment Report (RAR) and Final Report (FR) for the former PQS Plant 1 Refinery (Site #61-91604) located at 2 Main Street (State Route 8) Rouseville Pennsylvania. The Department approved the RAR and FR in a letter dated December 26, 2012.

The FR demonstrated attainment of the Site Specific Standard (SSS) for all media. The demonstration of attainment addressed the potential exposure pathways for current and future indoor and outdoor workers, construction / excavation workers, and recreational visitors. The FR also demonstrated that separate phase liquid (SPL) was recovered to the maximum extent practicable and that the installation and use of existing Engineering Controls (physical barriers) will serve to prevent any remaining SPL from causing sheens on surface water at or near the property. As the demonstration of attainment relied on Engineering and Institutional Controls to

maintain the SSS, the FR also presented a Post-Remediation Care Plan (PRCP). The PRCP was presented in Section 10 of the FR. Engineering Controls present at the Property consist of the sheet pile wall installed in 2005 and extended in 2011. The Engineering Control is further discussed below:

- A sheet pile containment wall was installed during the first quarter of 2005 as an engineering control to prevent potential migration of any remaining SPL to the adjacent Oil Creek. In September 2011, sheet pile extensions were installed at both ends of the existing sheet pile wall to provide additional control for the area. The sheet piling extensions were installed similar to the main portion of the sheet pile wall such that groundwater is able to flow freely beneath the wall. The sheet pile wall is a long-term engineering control that will be left in place as an SPL barrier.

As part of the FR, PQS submitted a request to waive the requirement for an Environmental Covenant on two right-of-ways owned by PennDot and Norfolk Southern Corporation. The Department granted the waiver for the right-of-ways provided the source Property Environmental Covenant includes a provision requiring periodic monitoring and reporting to confirm all relevant activity and use limitations described in the PRCP for the PennDot and Norfolk Southern Corporation right-of-ways are being maintained.

5. **Activity & Use Limitations.**

The Property is subject to the following activity and use limitations, which the Owner and each subsequent Owner of the Property shall abide by:

- a. Use of the Property is limited to nonresidential;
- b. No person shall withdraw or make use of any groundwater underneath the Property for any purpose;
- c. The construction of basements or other underground storage on the Property is prohibited;
- d. The following limitations apply to the disturbance of soil and groundwater:
 - i. The Owner and any other persons using the Property in the future (a "Reuser") shall avoid disturbing subsurface soils at the Property, except as may be necessary to install improvements at the Property. If any such disturbance is proposed by the Owner or a Reuser, that person shall submit a Work Plan to the Department and PQS no less than 15 working days before any soil disturbance begins at the Property. PQS shall provide any comment on the Work Plan in writing to the Department within 14 working days of receiving the Work Plan. No disturbance of subsurface soils shall take place until the Work Plan is approved by the Department.

The Work Plan shall describe how excavation work will proceed.

- ii. For areas where Identified Contamination exists, the Work Plan shall also provide for the management, characterization, and/or disposal of disturbed soils, if necessary, by the Owner or a Reuser in accordance with the Regulations. Excavation in such areas below "original grade" (i.e., ground level as of the date FRS acquired the Property and prior to any excavation and/or addition of fill material) shall also require a written health and safety plan be submitted to the Department that addresses all known contaminants.
- iii. The Work Plan shall also address any proposed modifications of any remedial actions being conducted by PQS to accommodate the excavations or improvements, identify the party responsible for implementation of the modification, and state whether or not PQS agrees to the modification; and
- iv. The excavations or improvements shall not disrupt the Department-approved remedial actions of PQS, and PQS shall not be responsible for the cost of the modification of any remedial action to accommodate Owner or the Reuser's excavations or improvements, without PQS' prior written consent.

The Property is subject to the following activity and use limitations, which PQS, or their assigns, shall abide by:

- e. The integrity of the sheet pile wall along Oil Creek will be maintained intact or an alternate replacement barrier will be installed until such time as measurable SPL is no longer present or it is demonstrated to the satisfaction of the Department that the remaining SPL does not pose an adverse risk to Oil Creek without the sheet pile wall in place. As long as the sheet pile wall is required to protect Oil Creek from possible SPL impact, PQS will perform annual stream walk inspections of the adjacent portion of Oil Creek, until such time that the Department may agree to reduce or cease such inspections.

The inspections will be performed during the third quarter of each year when surface water levels are typically lowest, with the findings of the inspections reported to the Department by October 15 of each year. Any sheen observed on Oil Creek adjacent to the sheet pile wall will be reported to the Department within 24 hours and other agencies as required by applicable rules and regulations in force at the time of discovery. Following the report of sheen to the Department, PQS will implement the following actions at the Site:

- Depending on the location and extent of the sheen, the sheen will be immediately contained/mitigated through the use of containment/sorbent booms, sorbent pads, etc.
- Following the initial actions, the source of the sheen will be evaluated.
- Written Notification and a Work Plan will be subsequently prepared and submitted to the Department within 30 days of the sheen discovery describing the extent of the sheen, the potential source of the sheen, and the proposed remedial action to address the sheen and mitigate the risk of additional SPL impact to Oil Creek. Proposed remedial actions, as deemed practicable, may include but are not limited to: replacement of the sheet pile wall, targeted excavations, etc.
- Following the Department's approval of the Work Plan, the proposed remedial action will be implemented in accordance with the schedule proposed in the Work Plan. Once the remedial actions have been fully implemented and the risk to Oil Creek has been mitigated, the Post-Remediation Care Plan Monitoring will resume.

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 ensuing October 15 following full execution of this covenant, PQS shall submit, to the Department, Owner 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. PQS will perform an annual inspection of the Property and the adjacent PennDot and Norfolk Southern right-of-ways during the third quarter of each year.

The annual inspection shall be performed to confirm whether or not the activity and use limitations associated with the Property are being abided by and shall include an inspection of the condition of the sheet pile wall as detailed in Section 5.e of this Environmental Covenant, and inspection of the PennDot and Norfolk Southern right-of-way's to confirm whether or not potable wells have been installed. PQS shall report findings to the Department on or before October 15.

PQS will report any petroleum sheens in the adjacent Oil Creek pursuant to the regulations in force at the time of the discovery.

The Grantor will promptly notify the Department and any Holder of any proposed changes in use of the property, filing of applications for building permits for the property, or proposals for

any site work affecting the contamination on the property subject to this Environmental Covenant.

8. **Access by the Department.**

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

9. **Recordation & Proof & Notification.**

Within 30 days after the date of the Department's approval, the Owner(s) 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 60 days of recordation. Within that time period, the Owner(s) also shall send a file-stamped copy to each of the following: each Municipality and County in which the Property is located; any Holder identified in this Environmental Covenant; each person holding a recorded interest in the Property; each person in possession of the Property; and (other persons as required by the Department).

10. **Termination or Modification.**

- a. This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509, except that the PRCP, incorporated herein by reference, and presented in the Department approved Final Report, may be modified with the written approval of the Department.
- 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.

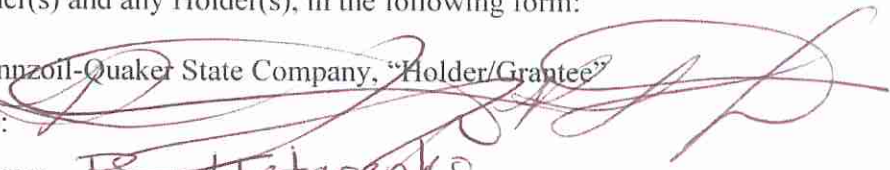
11. **Department's Address.**


Communications with the PADEP regarding this Environmental Covenant shall be sent to:

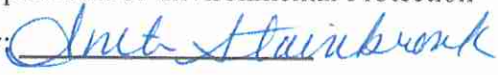
Anita Stainbrook
Environmental Cleanup and Brownfields Program Manager
230 Chestnut Street
Meadville, PA 16335

12. 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 by Owner(s) and any Holder(s), in the following form:

Date: _____
Pennzoil-Quaker State Company, "Holder/Grantee"
By: 
Name: Pamela Tetarenko
Title: Environmental Program Mgr.

Date: _____
Fluid Recovery Services, LLC, "Owner/Grantor"
By: 
Name: Paul J. Hart
Title: President

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
Date: 3-12-15 By: 
Name: Anita Stainbrook
Title: Program Manager,
Environmental Cleanup and Brownfields

COMMONWEALTH OF PENNSYLVANIA :
: SS,
COUNTY OF Crawford County :

On this 12th day of March, 2015, before me, a Notary Public, the undersigned person, Anita Stainbrook, Program Manager, Environmental Cleanup and Brownfields personally appeared and acknowledged herself to be authorized on behalf of herself, to sign the foregoing Environmental Covenant, dated 3-12-15.

In WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jane O Butryn
Notary Public

My Commission Expires: Aug. 26, 2015

Seal:

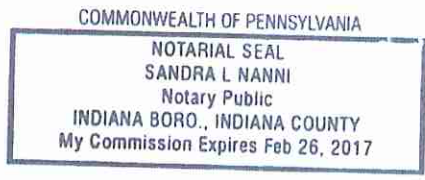
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jane O. Butryn, Notary Public
City of Meadville, Crawford County
My Commission Expires Aug. 26, 2015

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]
)
COUNTY OF Indiana) SS:

On this 11th day of December, 2014, before me, the undersigned officer,
personally appeared Paul J. Hart [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.

Sandra L Nanni
Notary Public



State: Texas)
County: Galveston) SS:

On this 30 day of January, 2015, before me, the undersigned officer, personally appeared Pamela Tetarenko, Shell Oil Products US who acknowledged herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that she executed same for the purposes therein contained.

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

Tina S Dudik
Notary Public

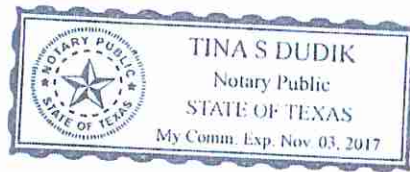


Exhibit A

Parcel 1:

BEGINNING at the southeasterly corner of the premises hereby conveyed, which premises are labeled as "Remainder of Parcel 11B" on the above referenced survey, said point being along the westerly right-of-way line of SR 0008; thence North $83^{\circ} 22' 23''$ West 211.57 feet to a point; thence South $31^{\circ} 23' 35''$ West 14.36 feet to a point; thence North $38^{\circ} 42' 25''$ West 180.35 feet to a point; thence North $19^{\circ} 03' 00''$ East 73.21 feet to a point along the Norfolk and Southern Railroad; thence along a curve to the left with a chord bearing North $08^{\circ} 27' 13''$ East, a chord distance of 335.39 feet, along the line of lands of said Norfolk and Southern Railroad to a point; thence continuing along the said easterly line of said Norfolk and Southern Railroad, along a curve to the left with a chord bearing North $02^{\circ} 38' 12''$ West, a chord distance of 79.59 feet, a radius distance of 4,613.75 feet, a delta bearing of $00^{\circ} 59' 18''$, and an arc distance of 79.59 feet, to a point on the southerly line of lands now or formerly of Jeffrey Pennewell; thence by the said southerly line of lands now or formerly of said Jeffrey Pennewell North $89^{\circ} 59' 55''$ East 308.95 feet to a point on the easterly right-of-way line of SR 0008; thence by the said westerly right-of-way line of the said SR 0008 along a curve to the right with a chord bearing South $04^{\circ} 20' 28''$ West, a chord distance of 635.17 feet, a radius distance of 1433.50 feet, a delta bearing of $25^{\circ} 35' 59''$, and an arc distance of 640.49 feet, to the place of beginning. **CONTAINING** 4.626 acres, more or less."

Parcel 2:

BEGINNING at the southerly corner of the triangular parcel of land labeled "Remainder of Parcel, 11A" on the above referenced survey, said point being along the westerly line of Norfolk and Southern Railroad; thence North $00^{\circ} 01' 25''$ West 70.30 feet to a point; thence North $05^{\circ} 22' 25''$ West 221.48 feet to a point on the southerly line of land now or formerly of Jeffrey Pennewell; thence North $89^{\circ} 59' 55''$ East 35.02 feet to a point on the westerly line of the said Norfolk and Southern Railroad; thence along a curve to the right with a chord bearing South $02^{\circ} 39' 27''$ East, a chord distance of 81.84 feet, a radius distance of 4,553.75 feet, a delta bearing of $01^{\circ} 01' 47''$, and an arc distance of 81.84 feet, along the said Norfolk and Southern Railroad to a point; thence continuing along the westerly line of the said Norfolk and Southern Railroad along a curve to the right with a chord bearing South $04^{\circ} 55' 54''$ West, a chord distance of 209.84 feet, a radius distance of 851.95 feet, a delta bearing of $14^{\circ} 08' 54''$, and an arc distance of 210.37 feet, to the place of beginning. **CONTAINING** 0.147 acres, more or less."

Exhibit B

