

CARRIE PERRELL
RECORDER OF DEEDS
WASHINGTON, PA
Pennsylvania
INSTRUMENT NUMBER
202316165
RECORDED ON
AUG 16, 2023
11:10:52 AM
Total Pages: 12
RECORDING FEES \$35.00
TOTAL PAID \$35.00
INV: 867826 USER: JP

When recorded, return to:
MAX Environmental Technologies, Inc.
McCandless Corporate Center
5700 Corporate Drive, Suite 425
Pittsburgh PA 15237
Attn: Carl Spadaro, Environmental General Manager



The County Parcel Identification No. of the Property is: Instrument Number 201723332
GRANTOR: MAX ENVIRONMENTAL TECHNOLOGIES, INC.
PROPERTY ADDRESS: 200 MAX Drive, Bulger, PA 15019

MAY 18, 2023

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 United States Environmental Protection Agency (EPA).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Smith and Robinson Townships, Washington County.

The latitude and longitude of the center of the Property is: 40.384 Degrees North Latitude and 80.313 Degrees West Longitude.

The Property has been known by the following names: MAX, MAX ENVIRONMENTAL, and MILL SERVICES.

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. A description of the impoundment boundaries is attached to this Environmental Covenant as Exhibit C.

2. **Property Owner / GRANTOR / GRANTEE.** MAX Environmental Technologies, Inc. is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

The mailing address of the owner is: MAX Environmental Technologies, Inc., McCandless Corporate Center, 5700 Corporate Drive, Suite 425, Pittsburgh, PA, 15237.

3. **Description of Contamination and Remedy.**

The Property (as that term is used in this document) is located approximately ½ mile northwest of Bulger, PA, in Smith and Robinson Townships, Washington County. Mill Service, Inc. began waste treatment and disposal operations in 1958 at the Property in the location of a former strip mine. From approximately 1981 to 1987, Mill Service, Inc. operated as a hazardous waste treatment and disposal facility, accepting wastes at the property in liquid and semi-solid form generated primarily from the iron/steel and metal finishing industries. After wastes were treated, the treated slurry was placed in disposal impoundments.

In 2002, Mill Service, Inc. changed its name to MAX Environmental Technologies Inc., which operates a nonhazardous residual waste treatment facility on the Property. Residual waste operations are permitted on 129 acres of the Property. Waste management units at the Property include three closed impoundments (Impoundments 1, 1A, and 2), a proposed residual waste landfill, waste storage tanks and containers, waste treatment tanks, and a leachate management-wastewater treatment system.

Groundwater at the Property has been impacted by salts from the disposal of treated spent pickle liquor migrating from Impoundment 2. These impacts were first discovered in the mid-1980s, and similar impacts to groundwater downgradient of Impoundments 1 and 1A were discovered later. Since that time, groundwater monitoring has continued under various consent orders with the Pennsylvania Department of Environmental Protection (the Department). Remediation has consisted of leachate collection downgradient of the impoundments, groundwater pump-and-treat downgradient of Impoundment 2, and the initial closure of Impoundments 1, 1A, and 2 in 1979, 1981, and 1993, respectively. Because of waste consolidation and settling, re-closure of Impoundments 1 and 2 were completed in 2021 and 2006, respectively, with re-closure of Impoundment 1A expected to be complete in 2023.

EPA issued a Final Decision and Response to Comments (Final Decision) in December 2021, which selected the final remedy (Final Remedy) for the Property. The Final Remedy consists of capping and land use restrictions for soil, operation of the pump-and-treat and leachate collection systems, monitored natural attenuation, use restrictions for groundwater, and surface water monitoring.

4. **Administrative Record.** The administrative record pertaining to the FDRTC is located at the locations listed below:

Attn: Chief, Corrective Action Branch
U.S. EPA Region III
Four Penn Center
1600 JFK Boulevard
Mail Code: 3LD20
Philadelphia, PA 19103

More information about the Property is available online at:

<https://www.epa.gov/hwcorrectiveactionsites/hazardous-waste-cleanup-max-environmental-technologies-incorporated>.

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:

- The Property shall be restricted to commercial and/or industrial purposes and shall not be used for residential purposes unless it is demonstrated to EPA 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 provides prior written approval for such use.
- Groundwater shall not be used for potable purposes unless it is demonstrated to EPA 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 provides prior written approval for such use.
- Groundwater and surface water quality monitoring in accordance with the May 2023 EPA-approved Post-Remediation Care Plan (PRCP) until the cleanup levels selected in EPA's Final Remedy are achieved.
- Operate and maintain the impoundment caps and the groundwater pump-and-treat and leachate collection systems in accordance with EPA's Final Remedy and the May 2023 EPA-approved PRCP.
- The Property shall not be used in any way that will adversely affect or interfere with the integrity and protectiveness of the multi-layered covers over the impoundments and the groundwater monitoring and leachate collection system and all associated pipes and wells unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment and EPA provides prior written approval for such disturbances
- All earth moving activities within the impoundment areas, leachate collection system and groundwater monitoring wells, including excavation, drilling and construction activities, shall be conducted in a manner such that the activity will not pose a threat to human health and the environment or adversely affect or interfere with the May 2023 Post-Closure Plan or EPA's Final Remedy. No such activities shall take place within these areas, or any other areas on the Property that may result in impacts to these areas (such as changes to topography in a different area or construction of groundwater monitoring wells), unless EPA provides prior written approval.

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 January following EPA's approval of this Environmental Covenant, the then-current owner of the Property shall submit to EPA, the Department, 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 EPA or the Department, 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), or 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, the Department, 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 by EPA and the Department.** In addition to any rights already possessed by EPA and the Department, this Environmental Covenant grants to EPA and the Department 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 that EPA approves this Environmental Covenant, MAX Environmental Technologies, Inc. shall file this Environmental Covenant with the Recorder of Deeds for Washington County and send a file-stamped copy of this Environmental Covenant to EPA within 90 days of EPA's approval of this Environmental Covenant. Within 90 days after this Environmental Covenant has been filed with the Recorder of Deeds for each County in which the Property is located, MAX Environmental Technologies, Inc. shall send a file-stamped copy to each of the following: Washington County, Smith Township, and Robinson Township in Washington County.

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 paragraph 10.(b).

(b) 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 modification or 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.

11. **EPA and the Department.**

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

- (1) 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;
- (2) 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;
- (3) 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
- (4) termination, modification 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.

(b) **Enforcement.** A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the Department or by the Attorney General of the United States, on behalf of EPA. In addition, the Department and EPA reserve their regulatory authorities under any law to enforce the activity and use limitations described in Paragraph 5, above.

12. **EPA and the Department addresses.**

Communications with EPA:

All notifications and submissions required by this Environmental Covenant shall be sent to EPA electronically. The documents shall reference the RCRA Facility name and RCRA ID Number and shall be submitted to: R3_RCRAPOSTREM@epa.gov.

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

Attn: Environmental Cleanup and Brownfields Program Manager
PA Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222

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

MAX Environmental Technologies, Inc.,
Grantor/Grantee/Holder

Date: May 18, 2023

By: Carl Spadaro

Name: Carl Spadaro

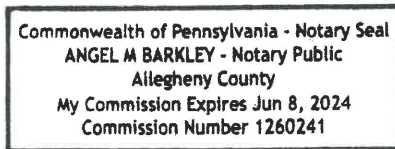
Title: Environmental General Manager

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]

COUNTY OF ALLEGHENY) SS:

On this 18 day of MAY, 2023, before me, the undersigned officer, personally appeared CARL SPADARO [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.



Angel M. Barkley
Notary Public

4 CARL SPADARO
ENVIRONMENTAL GENERAL MANAGER
MAX ENVIRONMENTAL TECHNOLOGIES, INC. 6

APPROVED, by the United States Environmental Protection Agency

Date: 7/21/23

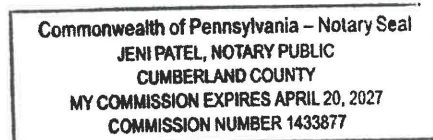
By: [Signature]
Dana Aunkst
Director
Land, Chemicals and Redevelopment Division
United States Environmental Protection Agency
Region III

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CUMBERLAND) SS:

On this 21 day of July, 2023 before me, the undersigned officer, personally appeared [Signature] 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.

[Signature]
Notary Public



★ DANA AUNKST
DIRECTOR
LAND, CHEMICALS AND REDEVELOPMENT DIVISION
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

Exhibit A.

**LEGAL DESCRIPTION
OF
THE CONSOLIDATION OF SIX PARCELS
FOR
MAX ENVIRONMENTAL TECHNOLOGIES, INC.
SITUATE IN
SMITH & ROBINSON TOWNSHIPS,
WASHINGTON COUNTY, PA**

November 2nd, 2017

All of that certain parcel, designated as Parcel 1 in accordance with the "Max Environmental Consolidation Plan", recorded at Instrument Number 201723332 in the Recorder of Deeds Office of Washington County, Pennsylvania prepared by Michael A. Misak, PLS, dated June 8th, 2017, situate in Smith and Robinson Townships, Washington County, Pennsylvania, being more particularly bound and described as follows:

BEGINNING at a 5/8" rebar and cap stamped "TRICOUNTY ENG PROP MARKER" set (hereinafter referred to as "IPC SET") on the northerly line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, also known as the Panhandle Trail and also being the southwestern most corner of the parcel described herein,

THENCE leaving said Panhandle Trail, and with the lands of now or formerly Roger R. & Traci L. Kokoskie (DBV 2870, Page 498) and crossing Bulger Block Road (T-210) **N 01° 04' 53" E, 1130.77 feet** to an IPC SET,

THENCE continuing with said Kokoskie, **N 69° 41' 56" W, 105.67 feet** to an IPC SET;

THENCE leaving said Kokoskie, and with the lands of now or formerly Joyce A. Zalaznick & Raymond J. Zalaznick (Instrument Number 201624668), **N 01° 04' 31" E, 1842.33 feet** to an IPC SET;

THENCE continuing with said Zalaznick, the following five courses and distances:

S 68° 58' 24" W, 283.13 feet to an IRON PIN found;

N 89° 55' 33" W, 185.60 feet to an IRON PIN found;

N 89° 55' 40" W, 226.49 feet to an IRON PIN found;

N 75° 14' 49" W, 768.05 feet to an IRON PIN found;

S 85° 07' 10" W, 258.68 feet to a point in the centerline of Bulger Candor Road (SR 4009), passing an IPC SET at **233.68 feet**;

THENCE leaving said Zalaznick and along the centerline of said Bulger Candor Road, **N 27° 59' 02" E, 1199.22 feet** to a point in the intersection of the said Bulger Candor Road, Bulger Arch Road and Candor Road (SR 4019);

THENCE along the centerline of said Candor Road, **S 85° 43' 19" E, 541.41 feet** to a point;

THENCE continuing with said Candor Road, **N 73° 58' 05" E, 803.68 feet** to a point;

THENCE leaving said Candor Road and with the lands of now or formerly Neal R. & Linda Matchet (DBV 2909, Page 533) and subsequently with said Matchet (DBV 1992, Page 7), **S 06° 29' 24" E, 459.53 feet** to an IPC SET passing an IPC SET at **25.00 feet**;

THENCE continuing with said Matchet, the following eleven courses and distances:

S 71° 32' 10" E, 190.11 feet to an IPC SET;

S 62° 50' 59" E, 89.63 feet to a post;

S 55° 09' 54" E, 103.57 feet to an IPC SET;

N 58° 26' 25" E, 67.00 feet to a 28" unidentified dead tree (flagged);

N 18° 19' 17" E, 20.73 feet to an IPC SET;

S 36° 20' 38" E, 24.66 feet to an IPC SET;

S 19° 47' 42" E, 128.16 feet to a post;

N 79° 56' 32" E, 296.08 feet to a post;

S 61° 44' 30" E, 328.97 feet to an IPC SET;

S 62° 58' 30" E, 133.13 feet to an IPC SET;

S 55° 32' 58" E, 164.35 feet to an IPC SET;

THENCE continuing with said Matchet and subsequently with the lands of now or formerly Amber & Harold Dudenhoeffer (Instrument Number 201521080) and also with the lands of now or formerly William & Juanita Tague (DBV 2668, Page 343), N 75° 03' 18" E, 1530.60 feet to an IRON PIN found;

THENCE continuing with said Tague, S 86° 43' 18" E, 85.76 feet to an IPC SET;

THENCE leaving said Tague and with Shaffer Road (T-833) the following nine courses and distances:

S 07° 35' 27" W, 285.63 feet to a point;

S 36° 39' 33" W, 315.97 feet to a point;

S 06° 39' 33" W, 280.50 feet to a point;

S 25° 09' 33" W, 212.02 feet to a point;

S 76° 09' 33" W, 177.37 feet to a point;

S 65° 18' 24" W, 709.73 feet to a point;

S 26° 45' 40" W, 502.18 feet to a point;

S 39° 29' 23" W, 179.65 feet to a point;

S 46° 24' 08" W, 215.68 feet to a point;

THENCE leaving said Shaffer Road and with the lands of now or formerly Patrick J. Carroll (Instrument Number 201308316) and subsequently with the lands of now or formerly Adele Corporation (Instrument Number 200118246) and subsequently with the lands of now or formerly Cataney Family Limited Partners (Instrument Number 201200376), S 07° 01' 16" E, 1994.80 feet to an IPC SET on the northerly line of the aforementioned Panhandle Trail, passing an IRON PIPE found at 14.38 feet, an IRON PIPE found at 137.34 feet, an IRON PIN & CAP stamped "LSS ENGINEERS" found at 298.94 feet and at 1319.74 feet;

THENCE leaving said Cataney Family Limited Partners and along the northerly line of said Panhandle Trail, by a non-tangent curve to the right having a radius of 1388.8 feet, an arc distance of 190.47 feet, a chord bearing N 65° 29' 19" W and a chord length of 190.32 feet to a point;

THENCE continuing with said Panhandle Trail the following three courses and distances:

N 61° 33' 35" W, 235.10 feet to a point;

By a curve to the left having a radius of 1463.92 feet, an arc distance of 1232.37 feet, a chord bearing N 83° 25' 35" W and a chord length of 1196.30 feet to a point;

S 72° 27' 25" W, 60.75 feet to the place of BEGINNING;

Containing 202.991 Acres.

PARCELS:

570-007-00-00-0005-00
570-007-00-00-0004-01
570-007-00-00-0006-00
570-006-00-00-0032-02
570-006-00-00-0032-01
550-016-00-00-0001-00

Exhibit C.

Impoundments 1, 1A and 2 Table of Bearings and Distances *					
Impoundment 1			Impoundment 1A		
Line ID	Bearing (Degrees Azimuth)	Distance (ft.)	Line ID	Bearing (Degrees Azimuth)	Distance (ft.)
L-1	48.37	12.76	L-1	92.94	17.21
L-2	66.04	8.78	L-2	148.78	16.96
L-3	88.98	8.33	L-3	155.70	156.97
L-4	112.11	5.87	L-4	157.22	189.19
L-5	124.61	20.80	L-5	164.58	40.05
L-6	139.29	50.21	L-6	154.18	45.86
L-7	148.79	36.57	L-7	162.32	66.87
L-8	139.56	21.26	L-8	191.11	14.80
L-9	123.03	38.00	L-9	146.31	48.66
L-10	110.88	120.95	L-10	151.22	42.04
L-11	114.13	55.16	L-11	136.88	117.42
L-12	114.03	68.81	L-12	141.84	41.60
L-13	127.47	96.75	L-13	164.21	39.08
L-14	146.22	96.17	L-14	194.60	38.05
L-15	160.08	109.22	L-15	224.00	21.68
L-16	169.52	122.10	L-16	206.57	35.97
L-17	160.46	87.93	L-17	237.42	126.49
L-18	149.31	89.44	L-18	247.50	39.42
L-19	160.40	213.10	L-19	256.48	42.28
L-20	170.62	99.64	L-20	264.26	54.67
L-21	186.64	105.51	L-21	345.43	87.61
L-22	198.61	86.61	L-22	0.68	87.63
L-23	209.66	67.37	L-23	19.36	40.69
L-24	216.45	65.73	L-24	26.70	50.82
L-25	227.06	112.32	L-25	18.62	49.54
L-26	241.47	55.28	L-26	331.99	52.40
L-27	246.38	44.65	L-27	310.36	103.50
L-28	218.42	62.97	L-28	344.98	117.65
L-29	209.24	130.56	L-29	353.48	103.95
L-30	228.28	67.56	L-30	357.96	193.87
L-31	241.45	65.11	L-31	1.59	70.84
L-32	247.72	100.93	L-32	29.36	9.04
L-33	273.75	45.13	L-33	66.04	9.72
L-34	311.06	51.83			
L-35	335.25	221.80			
L-36	341.14	166.31			
L-37	343.70	158.84			
L-38	345.60	123.87			
L-39	1.54	287.31			
L-40	4.81	138.04			
L-41	0.94	371.44			
L-42	8.75	57.90			
L-43	33.69	9.93			

L-44	47.55	35.12
L-45	40.67	56.67
L-46	34.06	141.64

Impoundment 2		
Line ID	Bearing (Degrees Azimuth)	Distance (ft.)
L-1	88.00	105.00
L-2	90.01	151.13
L-3	76.97	264.71
L-4	73.46	127.54
L-5	87.56	90.39
L-6	111.26	67.43
L-7	150.14	149.43
L-8	169.12	28.33
L-9	205.47	16.67
L-10	242.40	124.06
L-11	251.54	148.71
L-12	237.87	68.49
L-13	222.33	61.78
L-14	208.88	45.34
L-15	199.95	40.25
L-16	192.68	79.44
L-17	180.54	276.54
L-18	187.33	70.84
L-19	223.56	72.17
L-20	272.38	304.07
L-21	280.25	376.83
L-22	290.56	175.78
L-23	317.21	74.90
L-24	337.88	43.04
L-25	5.35	45.23
L-26	21.30	129.41
L-27	30.30	114.62
L-28	35.11	108.22
L-29	42.28	97.78
L-30	50.43	98.48
L-31	55.86	153.26
L-32	71.45	66.26