

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of

**Pennsylvania Turnpike Commission, Cumberland Farms, Inc., Exxon Mobil Corporation
and Sunoco, Inc. (R & M)**

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COOPERATIVE MULTI-SITE AGREEMENT

This Cooperative Multi-Site Agreement ("Agreement") is entered into on the 21st day of December, 2009 by and among the Commonwealth of Pennsylvania, Department of Environmental Protection (the "Department"), the Pennsylvania Turnpike Commission ("the Commission"), Cumberland Farms, Inc. ("CFI"), Exxon Mobil Corporation ("ExxonMobil") and Sunoco, Inc. (R & M) ("Sunoco"). In this Agreement, the Commission, CFI, ExxonMobil and Sunoco are sometimes singly referred to as "Operator" and collectively referred to as the "Operators," and, along with the Department, are collectively referred to as the "Parties."

FINDINGS

The Department has found and determined the following:

A. The Department is the Commonwealth agency with the duty and authority to administer and/or enforce the Storage Tank and Spill Prevention Act, Act of July 6, 1989, P.L. 169, *as amended*, 35 P.S. §§ 6021.101 - 6021.2104 ("Tank Act"); the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, P.L. 4, *as amended*, 35 P.S. §§ 6026.101 - 6026.909 ("Act 2"); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P. S. §§ 691.1-691.1001 ("CSL"); the Solid Waste Management Act; Act of July 7, 1980, P.L. 380, *as amended*, 35 P.S. §§ 6018.101- 6018.1003 ("SWMA"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17; and the regulations promulgated under these statutes.

B. Pursuant to the Act of May 21, 1937, P.L. 774, and particularly 36 P.S. §§ 652c and 652d, the Commission is an instrumentality of the Commonwealth of Pennsylvania with its principal offices located in Harrisburg, Pennsylvania. The Commission is the owner of 22 service plazas (the "Plazas") along the Pennsylvania Turnpike and the land on which the Plazas are located. Since 1950, the Commission has leased the Plazas to CFI, ExxonMobil, Gulf Oil Corporation and Sunoco. In addition, the Commission has leased the Hempfield service plaza to an independent operator. The Commission has assumed responsibility for the following six (6) plazas related to pre-1990 environmental contamination and pollution at the sites: Allentown, Hickory Run, King of Prussia, North Neshaminy, South Neshaminy and Hempfield.¹

C. CFI is a Delaware corporation with its principal place of business located in Framingham, Massachusetts. From the 1950's through 1990, Gulf Oil Corporation leased from the Commission eight (8) Plazas including: Brandywine, Bowmansville, Highspire, Lawn, Oakmont, Valley Forge, the Warrendale Toll Barrier and Zelmanople. In 1986, Chevron, as successor to Gulf Oil Corporation, transferred the leases for these eight (8) Plazas to CFI. From May 4, 1990 to April 1993, CFI leased twenty-one (21) of the Plazas (Hempfield excluded) for, among other activities, the purpose of operating gasoline service stations thereon. In connection therewith, CFI formerly owned and/or operated various storage tanks and/or storage tank facilities at the Plazas.

D. ExxonMobil is a New Jersey corporation with its principal place of business located in Irving, Texas. From the 1950's through April 1990, ExxonMobil leased from the Commission eight (8) Plazas including: Blue Mountain, New Stanton, North Midway, North Somerset, Plainfield, Sideling Hill, South Midway and South Somerset for, among other

¹ The Hempfield service plaza is not currently undergoing remediation by any of the Operators and therefore, is not part of this Agreement.

activities, the purpose of operating gasoline service stations thereon. In connection therewith, ExxonMobil formerly owned and/or operated various storage tanks and/or storage tank facilities at the Plazas.

E. Sunoco is a Pennsylvania corporation with its principal place of business located in Philadelphia, Pennsylvania. Beginning in April 1993 Sunoco took over the operation of 21 Plazas (Hempfield excluded) to engage in, among other activities, the operation of gasoline service stations thereon. In connection therewith, Sunoco has owned and/or operated and continues to own and/or operate various storage tanks and/or storage tank facilities at the Plazas.

F. At each of the Plazas, there are and have been stationary tanks, associated product piping, fixtures, monitoring devices and other equipment owned and/or operated by the Operators. Such tanks, product piping, fixtures and monitoring equipment at a gasoline service station constitute a "storage tank facility" as defined in 25 Pa. Code § 245.1.

G. Releases of petroleum, including but not limited to gasoline and diesel fuel additives, diesel fuel and the substances set forth in paragraph (i)(B) of the definition of regulated substances in 245 Pa. Code §245.1 (hereinafter collectively "Petroleum Products"), from certain storage tanks and/or storage tank facilities owned and/or operated, or formerly owned and/or operated by the Operators, as well as surface releases of Petroleum Products, have occurred through the use and operation of the storage tank facilities and possibly other activities at the Plazas.

H. As identified in the Master Plan, each Operator is or has been an "owner" and/or "operator" of a "petroleum system" at one or more Plazas, as those terms are defined in 25 Pa. Code § 245.1. Each Operator is a "Responsible Party" as outlined in the Master Plan and as that term is defined in 25 Pa. Code § 245.1.

I. The Operators have investigated suspected releases at the Plazas and have notified Department Regional Offices, by telephone and in writing, following the confirmation of a suspected release, as required by 25 Pa. Code §§ 245.304 and 245.305.

J. At some or all of the Plazas for which a reportable release was confirmed, the Operators are continuing with the required Corrective Action, including satisfying the requirements of 25 Pa. Code §§ 245.309, 245.310 and 245.311 – 245.313.

K. Through this Agreement, the Operators and the Department seek to protect human health and the environment while effectively managing the resources of the Operators and the Department by developing and implementing reasonable, appropriate and efficient procedures for implementing Corrective Action at the Plazas in keeping with the statutes listed in Paragraph A.

L. As part of this Agreement, the Operators have developed a Master Plan that sets forth, for each Plaza: (1) a designation of Operator or Operators responsible for characterizing and remediating the Plaza (the "Responsible Party"); (2) a brief, narrative description of the environmental conditions of and remediation conducted ("Current Status"); and (3) the schedule for conducting future Corrective Action (the "Corrective Action Schedule"). The Department has approved the Corrective Action Schedules in the current Master Plan, a copy of which is attached to this Agreement as Attachment II.

M. The Parties are entering into this Agreement to accomplish the following objectives, among others: develop and foster a working relationship among the Parties; have the Operators begin and complete a Department-approved Remedial Action Plan at each Plaza within the time frames specified in the Master Plan, and as may be extended as provided in this

agreement and in the Master Plan; have the Operators attain an Act 2 cleanup standard at each Plaza; and have the Operators obtain relief from liability in accordance with Act 2.

ORDER

After full and complete negotiation of all matters set forth in this Agreement and upon mutual exchange of covenants contained herein, the Parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by the Operators as follows:

1. Authority

This Agreement is an Order of the Department authorized and issued pursuant to the Tank Act, particularly Sections 107 and 1309 thereof, 35 P.S. §§ 6021.107 and 6021.1309; the CSL, particularly Sections 5, 316, 402 and 610 thereof, 35 P.S. §§ 691.5, 691.316, 691.402, and 691.610; the SWMA, particularly Sections 4 and 602 thereof, 35 P.S. §§ 6018.104 and 6018.602; and 71 P.S. § 510-17.

2. Findings

(a) The Operators agree that the Findings in Paragraphs A through M are true and correct and, in any matter or proceeding involving the Operators and the Department, the Operators shall not challenge the accuracy or validity of these findings.

(b) The Parties do not authorize any other persons to use the Findings in this Agreement in any matter or proceeding.

3. Scope of the Agreement

(a) This Agreement applies to the Plazas listed in Attachment I. This Agreement applies to releases and site conditions described in the Master Plan attached as Attachment II, but does not apply to releases that are unknown to the Department as of the

Effective Date. This Agreement also does not apply to releases that occur after the Effective Date.

(b) At each Plaza, in accordance with the Master Plan, the Responsible Party will perform Corrective Action consistent with the environmental statutes and regulations referenced in Paragraph A and all other applicable environmental statutes and regulations.

(c) At each Plaza, in accordance with the Master Plan, the Responsible Party will attain an Act 2 standard or a combination of Act 2 standards, as referenced in 35 P.S. §§6026.302, 6026.303 and 6026.304, and in the regulations in Chapter 250 of Title 25 of the Pennsylvania Code.

(d) The Parties contemplate and intend that the Corrective Action and attainment referenced in this Paragraph and in this Agreement will occur and be facilitated by using the planning, meeting, review and other processes described in Paragraph 4.

4. Planning and Review Process

(a) Master Plan. The Master Plan does and shall include, for each Plaza, the Responsible Party(s), the Current Environmental Status and the Corrective Action Schedule. The Current Environmental Status indicates background information about a Plaza, including but not limited to known releases; Corrective Action taken and planned; reports submitted to the Department, including the date submitted; and the Department responses to the submitted reports, including the date of the responses. The Corrective Action Schedule does and shall include timelines indicating when the Responsible Party(s) will submit the Site Characterization Report ("SCR"), Remedial Action Plan ("RAP") and Remedial Action Completion Report ("RACR") described in the Corrective Action regulations, when the Responsible Party(s) will begin performance of the RAP and when the Responsible Party(s) will

attain the selected Act 2 cleanup standard(s). The Master Plan is dynamic in that the Current Environmental Status and Corrective Action Schedule are subject to change throughout the life of this Agreement. The Parties further acknowledge that the Master Plan addresses multiple Plazas and that changes in the Master Plan with respect to one Plaza may dictate modifications to the Master Plan with respect to other Plazas.

(b) Second and Subsequent Year Master Plan. On an annual basis, each Responsible Party shall revise its respective portion of the Master Plan to reflect any changes in planned Corrective Action activities. The Commission shall collect and organize the revisions received and shall provide a revised Master Plan to the Department at least 42 days prior to the Annual Meeting, unless the Parties agree to another time frame.

(i) No later than 21 days prior to the Annual Meeting, the Department shall provide to the Operators, in writing, any comments the Department has on the revised Master Plan. If the Department does not provide comments to the Operators within that time frame, the Department shall be deemed to have approved the revised Master Plan. Any timely Department comments will be discussed at the Annual Meeting. The Parties will strive to resolve outstanding issues and finalize the Master Plan at the Annual Meeting.

(ii) If the comments furnished by the Department or the discussions at the Annual Meeting change the content of the revised Master Plan in any substantive manner, the Commission shall provide the Department with another revised Master Plan within 30 days after the Annual Meeting.

(iii) Within 30 days of the receipt of the revised Master Plan referred to in Paragraph 4(b)(ii), the Department shall provide to the Commission, in writing, any comments the Department has on the revised Master Plan or indicate that a specified period of

additional time is needed to review the revised Master Plan. If the Department does not provide comments to the Operators within that time frame, the Department shall be deemed to have approved the revised Master Plan.

(iv) The cycle of review and revision (and the associated timeframes) described in this Paragraph shall continue until the Department approves the revised Master Plan.

(v) Within 15 days after receiving the Department's written approval, the Commission shall provide the Department with a final revised Master Plan.

(c) Other Master Plan Modifications. Where circumstances or conditions warrant, a Responsible Party and the Department may agree to diverge in writing from the Master Plan; provided, however, such changes will not relieve any Operator from meeting any other obligations of this Agreement.

(d) Meetings.

(i) The Parties shall hold annual meetings on the last Thursday of each April of each year, beginning in 2010, unless otherwise agreed to by the Parties. Attendees shall, at a minimum, include representative project managers from the Department, the Commission and each of the Responsible Parties. Other persons, including the Parties' respective senior management, may attend and participate. Attendees shall have the authority to discuss and resolve any issues associated with the revised Master Plan and other subject matters addressed at the Annual Meeting.

(ii) At each meeting, the Responsible Parties shall:

(1) Review and attempt to finalize any revisions to the Master Plan;

- (2) Review accomplishments for that calendar year;
- (3) Review specific Plazas that may be of particular interest to any of the Parties;
- (4) Review and analyze any specific issues or disputes;
- and
- (5) Consider possible modifications to this Agreement.

(e) Additional Meetings and Communications. At the request of any Party, the Department and any involved Operator shall meet as necessary to discuss implementation of the Master Plan or any other issue that arises during the course of this Agreement. Also, between Annual Meetings, the Operators and the Department may share information concerning any issue that might be raised at an Annual Meeting.

5. Project Management

(a) Department Project Management.

(i) The Department has designated a single staff person ("Project Officer") to handle each Plaza under this Agreement. The Department Project Officers are listed in Attachment I.

(ii) The designated Department Project Officer shall be responsible for conducting work in a manner which supports the goals of the Agreement. These roles and responsibilities include, but are not limited to:

- (1) Attending regular project management meetings with Operators' project managers or representatives, including Operators' consultants;

(2) Reviewing, commenting on, and approving or disapproving, as appropriate, various required document submittals; and

(3) Communicating with Operators' consultants, as needed, to address issues at the Plazas.

(iii) The Department's Central Office shall coordinate Master Plan revisions and shall address policy and project management concerns.

(b) Operators' Project Management.

(i) Each Operator promptly shall designate project management staff ("Project Officers") for each Plaza under this Agreement for which it is a Responsible Party pursuant to the Master Plan and promptly shall inform the Department of the name and contact information of each Project Officer.

(ii) The designated Operators' Project Officers shall be responsible for conducting work in a manner which supports the goals of the Agreement. These roles and responsibilities include, but are not limited to:

(1) Attending regular project management meetings with Department project managers or representatives;

(2) Acting as a point of contact for the Department; and

(3) Communicating with Department Staff and Operators' consultants concerning Corrective Action.

6. Schedule of Work

(a) The Responsible Party shall follow the Corrective Action Schedule, including the timelines, for remediation in the most recent version of the approved Master Plan.

(b) The Responsible Party shall submit to the Department, if required in the Master Plan, a SCR, that shall be completed in accordance with the requirements of 25 Pa. Code §245.310, for each Plaza. The Department will review the SCR submitted for each Plaza. The Department will respond in writing to the SCR. The written responses shall be consistent with 25 Pa. Code §§ 245.311(b)(1) – (4) and (6) for Plazas where the Responsible Party is proposing only Statewide health standards, and shall be consistent with 25 Pa. Code §§ 245.310(c)(1) – (4) and (6) for Plazas where the Responsible Party is proposing site-specific standards regarding any aspect of the remediation. Notwithstanding 25 Pa. Code §§ 245.310 (d) and 245.311(e), if the Department does not respond, in writing, within the allotted time, the SCR shall not be deemed approved. Rather, the Department will respond as soon as practicable under the circumstances and within no more than 180 days after receipt of the SCR in the absence of unusual circumstances, as determined solely by the Department. The Department will notify the Responsible Party when the Department's review will not be completed within 180 days. The Parties agree that in the event the Department fails to respond in writing within the allotted time, the Corrective Action Schedule in the Master Plan shall be extended by an equivalent number of days to account for the delay.

(c) At the time the SCR is submitted, the Responsible Party shall indicate which Act 2 standard, or combination of standards will be attained.

(d) The Responsible Party shall submit any required RAP within the time frame specified in the Master Plan. The RAP shall be completed in accordance with the requirements of 25 Pa. Code § 245.311. Pending the Department's review of the RAP, the Responsible Party shall continue to operate any existing remedial measures. The RAP may include, but is not limited to, remedial measures designed to supplement or enhance any existing interim remedial system. Upon written approval of the RAP by the Department, the Responsible Party shall implement the RAP according to the time schedule contained in the RAP, which schedule shall be incorporated promptly into the Corrective Action Schedule in the Master Plan.

(e) The Department shall review each RAP and respond in writing. The written responses shall be consistent with 25 Pa. Code §§ 245.311(c)(1)–(4) and (6). Notwithstanding 25 Pa. Code §§ 245.311 (e) and (f), if the Department does not respond, in writing, within the allotted time, the report shall not be deemed approved. Rather, the Department will respond as soon as practicable under the circumstances and within no more than 180 days after receipt of the RAP in the absence of unusual circumstances, as determined solely by the Department. The Department will notify the Responsible Party when the Department's review will not be completed within 180 days. To the extent the Responsible Party previously submitted a RAP and the Department approved the RAP, requirements (d) and (e) hereof shall not apply. The parties agree that in the event the Department fails to respond in writing within the allotted time, the Corrective Action Schedule in the Master Plan shall be extended by an equivalent number of days to account for the delay.

(f) For each Plaza, the Responsible Party shall implement the RAP consistent with 25 Pa. Code § 245.312 and in accordance with the Corrective Action Schedule in the Master Plan.

(g) For each Plaza, the Responsible Party shall submit a RACR within six (6) months following achievement of the level of cleanup established in the approved RAP that demonstrates attainment of the selected Act 2 standard(s). The RACR shall be prepared in accordance with the requirements of 25 Pa. Code § 245.313.

(h) In the event the Department requires additional information to review any submission required by this Agreement, the Responsible Party shall submit the requested information within the time set forth in the Department's written request, which time shall be a reasonable time.

7. Liability Relief

When a Responsible Party demonstrates compliance at a Plaza with the substantive and procedural environmental remediation standards established in Chapter 3 of Act 2, it shall be relieved of further liability for remediation of the Plaza under the environmental statutes referenced in Paragraph A, as set forth in 35 P.S. § 6026.501, for any contamination identified in reports submitted to and approved by the Department to demonstrate compliance with these standards.

8. Notices

(a) By telephone or e-mail, the Responsible Party shall notify the Department a minimum of seven (7) working days prior to the commencement of any significant fieldwork (e.g., large soil excavations, monitoring well installations and tank removals) at each Plaza.

(b) The Department shall make reasonable efforts to inform the Operators of any change to the Department's Technical Guidance Manual for Act 2 or other

pertinent policies to the extent that any such change is relevant to the activities of the Operators under this Agreement.

9. Permits and Other Applicable Requirements at Facilities

(a) The requirement for State or local permits or permit revisions, for remediation activities undertaken entirely onsite and undertaken in accordance with Act 2, shall be governed by the requirements of Act 2 in 35 P.S. § 6026.902.

(b) To the extent that a State or local permit or permit revision is not required pursuant to 35 P.S. § 6026.902, the Operators shall satisfy the substantive requirements of the applicable permit, including any performance standards.

10. Remedies

(a) In the event a Responsible Party fails to comply with any provision of this Agreement, the Department may, in addition to any other remedies prescribed herein, pursue any remedy available against such Responsible Party for a violation of an order of the Department, including an action to enforce this Agreement.

(b) The remedies provided by this Paragraph are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy.

11. Reservation of Rights

The Department reserves the right to require additional measures at any Plaza to achieve compliance with applicable law. Operators reserve the right to challenge any action which the Department may take to require those measures.

12. Liability of Operators

Each Operator shall be liable for any violations of the Agreement caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Except as provided in Paragraph 15 (Transfer of Properties), each Operator also shall be liable for any violation of this Agreement caused by, contributed to, or allowed by its future respective successors and assigns.

13. Effect on Existing Obligations

Except to the extent inconsistent with this Agreement, this Agreement is not intended nor may it be construed to relieve or limit the obligations of each Operator to comply with any existing or subsequent statute, regulation, permit, or order. In addition, nothing set forth in this Agreement is intended nor shall be construed, to authorize any violation of any statute, regulation, order, or permit issued or administered by the Department.

14. Access to Property Not Owned by Operators

(a) Each Operator shall use reasonable efforts to obtain and/or maintain written access for themselves and their contractors to Plazas or other property not owned by the Operator where Corrective Action is required.

(i) The Operator shall make its request for access in writing. If the Operator (i) has not received a response to a written access request within 30 days after submittal, (ii) has received a negative response to an access request, or (iii) determines in good faith that access negotiations will not be successful, the Operator shall notify the Department, in writing, regarding the Operator's access issue ("Notification Letter"). The Operator shall also provide a Notification Letter to the Department in the event that previously granted access is subsequently denied and reasonable access cannot be re-established.

(ii) When submitting a Notification Letter, the Operator shall provide the Department with a copy of prior access requests, return receipts, and any responses received from an owner of a Plaza or another property.

(b) The Department shall provide reasonable assistance to the Operator in addressing the Operator's access issue. If, despite the Department's reasonable efforts, the Operator and the Department cannot obtain access within 90 days from the date of the Operator's Notification Letter to the Department, the Parties may establish an alternative mechanism for completing Corrective Action.

15. Transfer of Properties

(a) The duties and obligations under this Agreement shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in any Plaza or any part thereof.

(b) An Operator may transfer its remediation responsibilities to another party (hereafter, the "Remediation Transferee"). The Operator transferring remediation responsibilities shall cause the Remediation Transferee to: (1) provide notice to all Parties to this Agreement that the Remediation Transferee has assumed all of the duties and obligations of the transferring Party under the terms of this Agreement, including the attached Master Plan, as may be amended from time to time; (2) provide notice to the Department and any other governmental agency that the Remediation Transferee is responsible for any Corrective Action under the Master Plan being conducted by the transferring Party and that all future communications regarding such Corrective Action shall be directed to the attention of the Remediation Transferee; and (3) amend the Master Plan to substitute the Remediation Transferee as the Responsible Party. In the event the Remediation Transferee fails to conduct Corrective Action in

accordance with the Master Plan, the Department shall provide notice to the transferring Operator, who shall - within a reasonable period of time - cause any deficiency in the Corrective Action to be cured and/or have the Corrective Action brought current and in compliance with the Master Plan.

(c) If the Commission intends to transfer any legal or equitable interest in all or a portion of any Plaza covered by this Agreement, the Commission shall provide a copy of this Agreement upon the prospective transferee of the legal and equitable interest at least 30 days prior to the contemplated transfer and shall simultaneously inform the Department in writing of such intent.

16. Department Oversight

(a) The Department's Central Office shall coordinate the overall implementation of the Department's oversight under this Agreement. It, along with the Department's other staff, shall be responsible for reviewing the Master Plan, monitoring each Responsible Party's compliance with the Schedules, facilitating the Corrective Action process, and protecting human health and the environment. The goal of Central Office's oversight is to minimize the impact of regional staffing limitations, maintain consistency throughout the program, utilize Departmental resources in an effective and efficient manner, and avoid unnecessary delays in the implementation of this Agreement.

(b) The Department may contract with a qualified consultant to provide oversight of any remediation activities at a Plaza.

17. Reimbursement of Oversight Costs

(a) The Department has incurred and will continue to incur oversight expenses as referenced in 35 P.S. § 6021.1302(b) (“Oversight Costs”) in connection with the Corrective Action at the Plazas.

(b) The Operators, within sixty (60) days of the Effective Date, shall pay the Department \$126,000 in full resolution of the Department’s claims for Oversight Costs incurred in connection with the Plazas up to and including December 31, 2007. The Operators, also within sixty (60) days of the Effective Date of this Agreement, shall pay the Department’s Oversight Costs for 2008, which were incurred in connection with the Plazas, calculated as set forth in subparagraph (c) of this Paragraph.

(c) In full resolution of Department claims for additional Oversight Costs that the Department has incurred in connection with the Corrective Action at the Plazas, the Operators collectively shall pay no more than \$3,000 for each Plaza to the Department, by April 15 of each year of this Agreement, for the previous year, as set forth below:

\$3,000 for each Plaza until such time as a SCR is submitted in substantial compliance with applicable regulations; \$2,000 for each Plaza until such time as a generally acceptable RAP is submitted; and \$1,000 for each Plaza for which a RAP has been submitted in substantial compliance with applicable regulations. As to each Plaza for which a RACR has been submitted in substantial compliance with applicable regulations during or before the preceding year, no payment shall be due the Department.

(d) All payments under this Paragraph shall be made to the

Department and shall be forwarded to:

Mr. Kenneth P. Beard
Pennsylvania Department of Environmental Protection
Division of Remediation Services, 14th Floor
RCSOB, P.O. Box 8471
Harrisburg, PA 17105

Each such payment shall be made by corporate check or the like and made payable to Commonwealth of Pennsylvania.

18. Dispute Resolution and Appeals

In the event of any dispute under this Agreement, the Parties shall resolve the dispute as follows:

(a) For any decision involving the Department's disapproval or approval with modifications of a final report under Act 2 or a RACR, submitted by a Responsible Party, the Department's decision shall be considered an appealable action as set forth in 35 P.S. § 6026.308 and in other statutes, that the Responsible Party may appeal to the Pennsylvania Environmental Hearing Board ("EHB") provided, however, that any disputes regarding comments provided or substantive deficiencies identified by the Department may be addressed through the dispute resolution process set forth in this Paragraph. Notwithstanding the foregoing, the Parties do not hereby waive any statutory rights of appeal.

(b) If the Responsible Party timely initiates dispute resolution, the Department's initial disapproval/approval with modifications decision shall be suspended until the Department or EHB makes a final decision under this Paragraph.

(c) Other than as set forth in subparagraph (a) with respect to appeals to the EHB, each Responsible Party may invoke the dispute resolution process under this Paragraph in response to any decision of the Department required pursuant to this Agreement.

(d) To initiate dispute resolution, the Responsible Party shall send written notice to the Department within 21 days of the decision in dispute. The Responsible Party shall have an additional 10 days to provide the Department with a written list of objections to the decision in dispute, the relevant facts, analysis and opinions and other supporting matter ("Statement of Position"). The Department shall have 21 days to provide its Statement of Position.

(e) Within 21 days following the receipt of the Department's Statement of Position, the Responsible Party's designated manager and the Department's Kenneth Beard shall confer in an effort to resolve the dispute. In the event the Department and the Responsible Party are unable to resolve the dispute within this period, the Statements of Position shall be provide to the Department's Director of the Bureau of Waste Management, who promptly shall issue a final decision resolving the dispute.

(f) The Responsible Party and the Department may, by mutual agreement, extend any deadlines contained in this dispute resolution process.

(g) During the time that any dispute is subject to the dispute resolution process or subject to appeal to the EHB, the Responsible Party may choose not to perform any of the actions in dispute or any actions reasonably related to or affected by the dispute.

19. Department's Right to Take or Require Action

Nothing in this Agreement shall prevent the Department from taking or requiring any Responsible Party to take action at any Plaza where the Department determines any condition on, at, or from a Plaza, poses a threat to human health or the environment. Nothing in this Agreement shall prevent the Department from seeking to recover its costs for such actions under applicable laws. Nothing in this Agreement precludes the Department's actions to enforce

compliance with statutes and regulations where any condition on, at, or from a Plaza poses immediate harm or threat of harm to public health or the environment. Nothing in this Agreement shall prevent any Operator from defending any such action by the Department.

20. Designated Contacts and Correspondence

(a) All correspondence with and submissions to the Department concerning this Agreement shall be addressed to the appropriate Department Project Officer listed in Attachment I with a copy to the Commission. A copy of all correspondence, but not the submissions, shall be addressed to Mr. Kenneth Beard, at the address specified in Paragraph 17.

(b) All correspondence with the Operators concerning this Agreement shall be addressed to the persons listed in Attachment III, with a copy to the Commission.

(c) Service of any notice or any legal process for any purpose under this Agreement, including its enforcement, may be made by mailing a copy by first class mail to the respective Operator's contact person(s) listed in Attachment III.

(d) Any Party may change its designated contact or any other person or address in this Agreement by giving written notice to the other Parties within ten (10) days of the designation change.

21. Force Majeure

(a) In the event that any Responsible Party is prevented from complying in a timely manner with any time limit imposed in this Agreement solely because of a strike, fire, flood, act of God, or other circumstances beyond the Responsible Party's control, and which the Responsible Party, by the exercise of all reasonable diligence, is unable to prevent, then the Responsible Party may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Agreement shall not constitute

circumstances beyond the Responsible Party's control. The Responsible Party's economic inability to comply with any of the obligations of this Agreement shall not be grounds for any extension of time.

(b) The Responsible Party shall only be entitled to the benefits of this paragraph if the Responsible Party notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized official specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by the Responsible Party to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. The failure of the Responsible Party to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

(c) The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by the Responsible Party and other information available to the Department. Only a letter that has been signed by the Department shall constitute an extension under this Paragraph. In any subsequent litigation, the Responsible Party shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

22. Severability

The paragraphs of this Agreement 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.

23. Entire Agreement

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

24. Modifications

No changes, additions, modifications, or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties.

25. Attorney Fees

Each Party shall bear its respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters arising prior to the Effective Date of this Agreement.

26. Decisions Under This Agreement

Except as provided in Section 308 of Act 2, any decision which the Department makes under the provisions of this Agreement is not intended to be a final action of the Department under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection that the Operators may have to the decision shall be preserved until the Department petitions to enforce this Agreement.

27. Titles

A title used at the beginning of any paragraph of this Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

28. Changes in Law

If new State laws and/or regulations are enacted with applicable remediation standards different from those now contained in Act 2 and 25 Pa. Code Chapter 250, the new statutory remediation standards and regulations shall apply.

29. Effective Date

This Agreement shall become effective on date of execution by the Department. This Agreement may be executed in counterparts.

30. Termination

Any Operator may terminate its participation in this Agreement after December 31, 2012 and after each succeeding 2-year period. Written notice of an Operator's intent to terminate shall be given to the Commission and the Department at least sixty (60) days before the December 31st date when such termination will occur. Additionally, either the Department or the Commission may terminate this Agreement after December 31, 2012 and after each succeeding 2-year period. Written notice of such intent to terminate shall be given to all of the Parties at least sixty (60) days before the December 31st date when such termination will occur.

31. Third Party Claims


(a) Nothing in this Agreement is intended nor shall be construed to prevent any of the Parties from asserting any claim against any entity that is not one of the Parties to this Agreement.

(b) The allocation of responsibility set forth in this Agreement applies to this Agreement only. Nothing herein is intended nor shall be construed as an allocation of liability in any claim or action outside this Agreement.

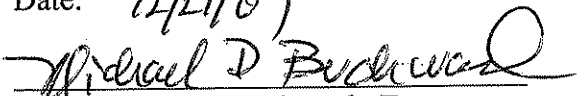
IN WITNESS WHEREOF, the Parties, through duly authorized representatives, have signed this Agreement. Each undersigned representative of the Commission, CFI, ExxonMobil and Sunoco certifies under penalty of law, as provided by 18 Pa. C.S. §4904, that he/she is authorized to execute this Agreement on behalf of the Commission, CFI, ExxonMobil and Sunoco, respectively; that the Commission, CFI, ExxonMobil and Sunoco consent to the entry of this Agreement as a final ORDER of the Department; and that the Commission, CFI, ExxonMobil and Sunoco knowingly waive their respective rights to appeal this Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. §7514; the Administrative Agency Law, 2 Pa. C.S. §103(a); and Chapters 5A and 7A, or any other provision of law. Signature by counsel certifies only that this Agreement has been signed after consulting with counsel.

[remainder of this page intentionally left blank; signature pages follow]

**For: THE COMMONWEALTH OF
PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**


By: *Acting*
Director, Bureau of Waste Management

Date: *12/21/09*


By: Michael D. Buchwach, Esq.
Assistant Counsel

Date: *12/21/09*

SUNOCO, INC. (R & M)

By:

CUMBERLAND FARMS, INC.

By:

EXXON MOBIL CORPORATION

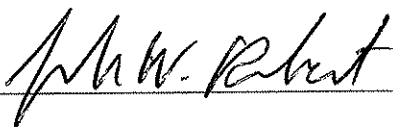
By:

**For: THE COMMONWEALTH OF
PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: Director, Bureau of Waste Management
Date:

By: Michael D. Buchwach, Esq.
Assistant Counsel
Date:

SUNOCO, INC. (R & M)

By: _____

CUMBERLAND FARMS, INC.

By:

EXXON MOBIL CORPORATION

By:

**For: THE COMMONWEALTH OF
PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**


By:
Director, Bureau of Waste Management
Date:

By: Michael D. Buchwach, Esq.
Assistant Counsel
Date:

SUNOCO, INC. (R & M)

By:

CUMBERLAND FARMS, INC.



By: Raymond F. Leather
Director of Environmental Affairs

EXXON MOBIL CORPORATION

By:

**For: THE COMMONWEALTH OF
PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By:

Director, Bureau of Waste Management

Date:

By: Michael D. Buchwach, Esq.
Assistant Counsel

Date:

SUNOCO, INC. (R & M)

By:

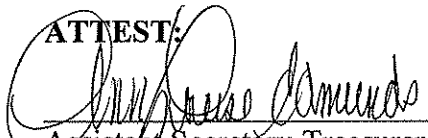
CUMBERLAND FARMS, INC.

By:

EXXON MOBIL CORPORATION


ScPellmy

By: STEVEN C POLKEY


ATTEST:

Assistant Secretary-Treasurer

11/16/09

PENNSYLVANIA TURNPIKE COMMISSION


Chairman

APPROVED AS TO FORM AND LEGALITY:

By: 
Title: Assistant Counsel
Date: 7/10/13, 2009

ATTACHMENT I

ATTACHMENT I

Site Inventory

The Plazas that the Agreement governs include, in alphabetical order, the following:

Service Plaza	County	Region	DEP Project Officer
Allentown	Lehigh	NE	Eric Rooney
Blue Mountain	Franklin	SC	Cindy Stine
Bowmansville	Lancaster	SC	Cindy Stine
Brandywine	Chester	SE	Bruce McClain
Hickory Run	Carbon	NE	Eric Rooney
Highspire	Dauphin	SC	Cindy Stine
King of Prussia	Montgomery	SE	Bruce McClain
Lawn	Lebanon	SC	Cindy Stine
New Stanton	Westmoreland	SW	Amy Kemerer
North Midway	Bedford	SC	Cindy Stine
North Neshaminy	Bucks	SE	Bruce McClain
North Somerset	Somerset	SW	Amy Kemerer
Oakmont	Allegheny	SW	Mike Hartley
Plainfield	Cumberland	SC	Cindy Stine
Sideling Hill	Fulton	SC	Cindy Stine
South Midway	Bedford	SC	Cindy Stine
South Neshaminy	Bucks	SE	Bruce McClain
South Somerset	Somerset	SW	Amy Kemerer
Warrendale Toll Barrier	Allegheny	SW	Mike Hartley
Valley Forge	Chester	SE	Bruce McLain
Zelienople	Beaver	SW	Mike Hartley

ATTACHMENT II

Attachment II

MASTER PLAN

This MASTER PLAN is current as of August 14, 2009 and is part of the Cooperative Multi-Site Agreement (the "Agreement") entered into on the 21st day of December, 2009 between the Commonwealth of Pennsylvania Department of Environmental Protection (the "Department" or "PADEP"), the Pennsylvania Turnpike Commission (the "Commission"), Exxon Mobil Corporation ("ExxonMobil"), Cumberland Farms, Inc. ("CFI"), and Sunoco, Inc. (R&M) ("Sunoco") and provides for the performance of Corrective Action at the Plazas pursuant to the environmental statutes and regulations referenced in Paragraph A of the Agreement and all other applicable environmental statutes and regulations. This MASTER PLAN is dynamic and shall be revised on an annual basis, or as frequently as necessary, to reflect any changes thereto.

I. ALLENTOWN: PADEP Facility ID #39-02332

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Allentown Service Plaza: **SUNOCO**.

B. Current Environmental Status

A baseline site characterization was initially completed in 1992 and supplemental characterization activities were completed in 1993 and 1996 at the Allentown Service Plaza. Thereafter, a final report was submitted to PADEP in 1996 which PADEP responded to by way of letter dated April 1997. Supporting documentation was submitted to PADEP in May 1997 to address deficiencies documented in PADEP's April 1997 letter. Sunoco reported a release of an estimated 1,600 gallons of unleaded gasoline in August 1999. Sunoco installed a vapor recovery system and operated same for an approximately forty-two (42) days. Sunoco reported recovering an estimated 455 gallons of separate-phase hydrocarbons ("SPH"). Sampling results revealed the presence of benzene and MTBE at concentrations in excess of PADEP standards/action levels. A Site Characterization Report ("SCR") was prepared by Sunoco and submitted to PADEP in June 2000.

The installation and sampling of six (6) new groundwater monitoring wells along with the sampling of the six existing monitoring wells and the two (2) supply wells at the site was completed in September 2005. Results from the September 2005 sampling event led Sunoco to consider installation of additional downgradient monitoring wells for delineation of the petroleum hydrocarbon compound ("PHC") plume (MTBE and benzene), followed by preparation of a Remedial Action Plan ("RAP"). The wells were installed and sampled as point of compliance wells in December 2006. In June and August 2007, eight (8) soil borings were installed around and in the vicinity of the underground storage tank ("UST") field. A revised SCR was submitted to PADEP in December 2007 and a RAP was submitted in August 2008. PADEP disapproved those submissions in October 2008. A revised SCR/RAP was submitted to and approved by PADEP on May 2009.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submittal of Remedial Action Completion Report (RACR).....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a RACR that substantially complies with applicable regulations, of which Sunoco shall be responsible for 100%.

II. **BLUE MOUNTAIN: PADEP Facility ID# 21-62729**

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Blue Mountain Service Plaza: **EXXONMOBIL**.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. PHCs have been detected in the groundwater at concentrations in excess of PADEP standards/action levels. SPHs have been detected on the groundwater surface at six well locations historically, as early as November 1990 and as recently as October 2001. Recent sampling results indicate dissolved-phase PHCs are present in the groundwater at concentrations in excess of PADEP's standards/action levels.

A work plan for additional site characterization activities has been completed and implemented by ExxonMobil to further delineate the extent of soil/groundwater impact at the site. The following field activities have been completed: installation and sampling of six (6) soil borings, installation and sampling of three (3) additional groundwater monitoring wells and collection/analysis of twelve (12) soil gas samples (includes two (2) events with six (6) samples per event). Analytical testing did not reveal any PHCs in soils or air as of March 2006. ExxonMobil also installed three (3) new groundwater monitoring wells which have been sampled quarterly since the second quarter 2006. ExxonMobil installed a groundwater remediation system in 2008 and began operation of that system in December 2008. The current operating groundwater remediation system is consistent with past groundwater remediation conducted under a previously submitted RAP and will continue to be operated until ExxonMobil begins attainment sampling.

The installation and sampling of four (4) new groundwater monitoring wells along with the sampling of eight (8) existing monitoring wells and one (1) supply well at the site was completed by Sunoco in August 2005.

A SCR was submitted in 1993; a RAP was submitted in 1997 and ExxonMobil has been operating a remediation system consistent with past remedial activities conducted under the

RAP. Per PADEP South Central region, a revised RAP is not necessary as long as the operating remediation system is consistent with the previous remediation system. An NPDES discharge permit has been obtained, and an approved Request for Determination for vapor discharge has been approved with no plan approval required.

ExxonMobil intends to pursue a combination of Site-Specific (“SSS”) and Statewide Health Standards (“SHS”) for this Plaza; groundwater (SHS), soil (SSS), soil gas/vapor intrusion (SSS). ExxonMobil has provided notice of intent to pursue this combination to the Commission pursuant to a separate agreement between the parties. By letter dated April 7, 2009, the Commission agreed to conditionally accept ExxonMobil’s proposed remediation standards and means of attainment contingent upon general and site-specific conditions described in the referenced letter. The intended attainment demonstration of these standards may be modified based on changes in and understanding of site conditions (e.g., environmental, operation, construction, access, etc.).

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a RACR that substantially complies with applicable regulations, of which ExxonMobil shall be responsible for 100%.

III. Bowmansville: PADEP Facility ID# 36-09241

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Bowmansville Service Plaza: **CFI**.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. Sampling results indicate that dissolved-phase PHCs are present in groundwater at concentrations in excess of PADEP’s standards/action levels. Multi-Phase Extraction (MPE) has been implemented as an interim remedial measure on a quarterly basis but MPE was not intended as a final remedial measure and it is believed that other technologies may be more effective at further reducing concentrations of PHCs in groundwater.

The installation and sampling of six (6) groundwater monitoring wells along with the sampling of numerous existing monitoring wells at the site was completed by Sunoco in September 2005.

Additional site characterization activities were completed by CFI in 2006 which included the drilling and sampling of eight (8) soil borings and the installation and sampling of one (1) monitoring well. Two (2) limited areas of soil impact were detected which soils will remain in place and no further delineation is necessary. Groundwater impacts have been delineated. The remedial action to address any remaining source of contaminants and groundwater impacts associated with that source consists of in-situ oxidation with three (3) to five (5) injections of zero valent iron and hydrogen peroxide in the vicinity of MW-2 and MW-6. To date, injection events have taken place in June 2007, September 2007, and March 2009. A Supplemental SCR was submitted to PADEP on August 5, 2009. In September 2009, a Revised RAP was submitted to PADEP.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a RACR that substantially complies with applicable regulations, of which CFI shall be responsible for 100%.

IV. Brandywine: PADEP Facility ID# 15-09240

A. Responsible Party(s)

The following Operator(s) are responsible for performing Corrective Action at the Brandywine Service Plaza and shall share costs, including Department Oversight Costs, proportionally as detailed below: **CFI; SUNOCO.**

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. Sampling results indicate that dissolved-phase PHCs are present in the groundwater at concentrations in excess of PADEP's standards/action levels. SPHs were detected on the groundwater surface at two (2) well locations in 1991, and approximately 205 gallons of SPHs were recovered in June-July 1991. MPE has been implemented as an interim remedial measure on a quarterly basis, but MPE was not intended as a final remedial measure. It is believed that other technologies may be more effective at further reducing concentrations of PHCs in groundwater.

In February 2004, Sunoco installed a combination soil vapor extraction and air sparge remedial recovery system in response to a documented release from an active UST system. This system is currently operational and maintained by Sunoco.

The installation and sampling of five (5) groundwater monitoring wells along with the sampling of eleven (11) existing monitoring wells at the site was completed by Sunoco in September, 2005. One of the new wells (Sun 2) was dry during the sampling event. Results from the September 2005 sampling event indicate constituents similar to historical findings with the exception of two (2) PHCs associated with diesel fuel which were detected at concentrations in excess of PADEP standards/action levels.

Site characterization activities were completed by CFI in 2006 and included the drilling and sampling of ten (10) soil borings and the installation of one (1) monitoring well. Initial sampling of this well was conducted in May 2006. Limited impacted soils were detected in the vicinity of GTP-10 and MW-4 from previous investigations and in SB5 from the 2006 soil borings. Additional characterization activities were completed by CFI in April 2008. Soil impacts were identified south and west of the kiosk. Any soil impact related to CFI has been delineated. Groundwater down gradient of the former UST system and MW-4 is impacted with petroleum hydrocarbons. An updated Amended SCR describing the April 2008 investigation was submitted to PADEP on June 16, 2009, and after approval of the SCR, a RAP will be prepared requesting closure of the site through natural attenuation. Sunoco submitted a combined SCR/RAP on April 1, 2007, which was approved by PADEP in August 2007.

C. Corrective Action Schedule

CFI's Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- Submit RAP.....45 days after approval of SCR
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

Sunoco's Schedule for completing Corrective Action at this Plaza associated with unleaded and diesel releases is as follows:

- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,500 per year until CFI's submittal of a RAP that substantially complies with applicable regulations, of which CFI shall be responsible for \$1,000 and Sunoco shall be responsible for \$500.

V. **Hickory Run: PADEP Facility ID# 13-02333**

A. Responsible Parties

The following Operator(s) are responsible for performing Corrective Action at the Hickory Run Service Plaza and shall share costs, including Department Oversight Costs, proportionally as detailed below: **SUNOCO; COMMISSION (Pb Compounds only)**

B. Current Environmental Status.

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. Several PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels. SPHs were detected on the groundwater surface at four (4) well locations in 1993. PHC-impacted soils were discovered in October 1997 during the installation of a sanitary sewer line. In July 1998, Sunoco reported a release of an estimated 1,000 gallons of unleaded gasoline. Subsequent leak testing of the UST system confirmed a leak. Another leak beneath a dispenser was discovered in March 2001.

The installation and sampling of seven (7) groundwater monitoring wells along with the sampling of six (6) existing monitoring wells and two (2) supply wells at the site was completed by Sunoco in September 2005. In December 2006, three (3) additional monitoring wells were installed and sampled as point of compliance wells. In November 2007, two (2) soil gas vapor samples were collected at the service plaza. Sunoco submitted a revised SCR in February 2008 and a RAP in August 2008. DEP disapproved those submissions in October 2008. In March 2009, Sunoco installed additional monitoring wells at the site. In July 2009, a revised SCR/RAP was submitted to PADEP and approved by letter dated August 14, 2009.

C. Corrective Action Schedule

Sunoco's Schedule for completing Corrective Action at this Plaza is as follows:

- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

The Commission's Schedule for completing Corrective Action at this Plaza is as follows:

- SCR (leaded compounds only)..... pending approval of Sunoco's revised SCR
- Revised RAP.....45 days after approval of Revised SCR
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

The Oversight Costs associated with this Plaza shall amount to \$2,000 per year until submittal of RAPs each of which complies with applicable regulations, of which Sunoco shall be responsible for 50%, or \$1,000, and the Commission shall be responsible for 50%, or \$1,000.

VI. Highspire: PADEP Facility ID# 22-09242

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Highspire Service Plaza: **CFI**.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. PHCs have been detected in groundwater at concentrations in

excess of PADEP standards/action levels. Results from 2004 indicate dissolved-phase PHCs are present in groundwater at concentrations in excess of PADEP's standards/action levels.

The installation and sampling of seven (7) groundwater monitoring wells along with the sampling of ten (10) existing monitoring wells at the site was completed by Sunoco in September 2005. Results from the September 2005 sampling event indicate downgradient delineation of the PHC plume.

Additional site characterization activities were completed in 2006 by CFI and included the installation and sampling of twenty-one (21) soil borings. Impacts to soils from previous investigations had been documented in two (2) isolated areas. No impacts to soil were documented during the recent soil boring activities. Closure for groundwater has been requested under Statewide Health Standards by demonstrating through modeling that the groundwater impacts are not moving off-site. Statewide Health Standards were demonstrated for soils with the exception of benzene in soil. Closure for soils impacted by benzene was requested under Site Specific Standards via pathway elimination. A RACR was submitted to PADEP on May 7, 2008. PADEP disapproved the RACR on July 2, 2008. Additional sampling as required by PADEP in the RACR disapproval letter was completed on February 26, 2009.

C. Corrective Action Schedule

The schedule for completing Corrective Action at this Plaza is as follows:

- RAP Implementation.....ongoing until attainment of cleanup standards
- Submit revised RACR...90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a revised RACR that substantially complies with applicable regulations, of which CFI shall be responsible for 100%.

VII. King of Prussia: PADEP Facility ID# 46-02294

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the King of Prussia Service Plaza: **COMMISSION**.

B. Current Environmental Status

Following removal of the former UST systems in 1991, 6,100 tons of PHC-impacted soil were removed and disposed off-site by CFI. Additional characterization was completed in 1993 by the former operator including the installation and sampling of thirty (30) soil borings. Attempts were made to install groundwater monitoring wells, but only one (1) of four (4) wells installed encountered perched groundwater. Groundwater sample analytical results revealed MTBE present at a concentration below PADEP standards/action levels.

The installation and sampling of three (3) monitoring wells was completed by Sunoco in September 2005. Groundwater sampling results show MTBE in one of the wells above PADEP standards/action levels. In March, 2009, the Commission installed two (2) new groundwater monitoring wells. Sampling results revealed no detectable gasoline compounds.

With respect to historic soil contamination, the quality of soils immediately surrounding and beneath the current UST systems cannot be evaluated fully until the current operator permanently closes and removes these UST systems.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Submit SCR/RAP.....2nd Quarter 2010
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of an SCR that substantially complies with applicable regulations, of which the Commission shall be responsible for 100%.

VIII. Lawn: PADEP Facility ID# 22-02308

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Lawn Service Plaza: CFI.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. Several PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels; however, MTBE is predominant contaminant present in groundwater at concentrations exceeding PADEP standards/action levels. Sampling results indicate MTBE present at concentrations above PADEP standards/action levels at six (6) sampling locations. MPE has been implemented as an interim remedial measure on a periodic basis on numerous occasions during a period from July 2000 through January 2002.

The installation and sampling of six (6) new groundwater monitoring wells along with the sampling of five (5) existing monitoring wells at the site was completed by Sunoco in August 2005. Results from the 2005 sampling event revealed MTBE present at concentrations exceeding PADEP standards/action levels in three (3) of the six (6) newly installed wells. Analytical testing completed for samples collected in August 2005 did not include testing for leaded gasoline compounds. Sunoco sampled the site again in October 2005 to include analysis for leaded gasoline compounds. The results of this sampling did not reveal any PHCs above the current Statewide Health Standard. Sunoco reported that three (3) of the four (4) potable water

supply wells at the site were also sampled, and the results show the presence of low-level MTBE in supply well SW-1.

Additional site characterization activities were completed in 2006 by CFI to further delineate the extent of soil/groundwater impact at the site including the installation and sampling of twenty (20) soil borings. No impacts were documented during the 2006 investigation. A geoprobe investigation was completed in June, 2008 to locate the former UST holds and delineate any residual impacts. If no soil impacts are documented, a request for closure as to soils under the Statewide Health Standards will be made to PADEP.

A groundwater divide exists at the property and ground water flowing to the north has been delineated. Groundwater flowing to the south has been delineated with the installation of an additional monitoring well in the right-of-way of the Commission, south of the Turnpike lanes.

In April 2009, an SCR was submitted to PADEP. PADEP disapproved the SCR in July 2009. In July 2009, an application to amend an existing water treatment system was submitted to PADEP. On September 3, 2009, a monitor well was installed downgradient of MW-2.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- Submit revised SCR.....August, 2010
- Submit RAP(if necessary)..... 45 days after approval of SCR
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of an SCR that substantially complies with applicable regulations, of which CFI shall be responsible for 100%.

IX. New Stanton: PADEP Facility ID# 65-07091; 65-62728

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the New Stanton Service Plaza: **Sunoco**

B. Current Environmental Status

Soil sampling conducted by ExxonMobil in 1993 demonstrated all soil samples were below the SHSs for the soil direct contact and soil to groundwater pathway. Although benzene was detected above the SHS for groundwater in one interior well in December 1989 (as part of a Phase I Environmental Investigation), fate and transport modeling demonstrated that the benzene concentration at the property boundary would be non-detect. Also, detected levels of MTBE

present in three monitoring wells sampled in 1993 (of which only one was above the SHS for groundwater), were all reduced to non-detect levels in a 1998 groundwater sampling event. Based on this information, the PADEP issued a No Further Action (NFA) letter to ExxonMobil on April 17, 2000. E-mail correspondence in PADEP files dated January 25, 2005 reaffirms this NFA.

The installation and sampling of eleven (11) groundwater monitoring wells was completed by Sunoco in August 2005. Results from the August 2005 sampling revealed MTBE above PADEP standards/action levels in three (3) of the wells above current action levels.

On February 16, 2009, during site upgrade activities, Sunoco notified the PADEP of a suspected release from the southernmost diesel dispenser. During removal activities of that dispenser staining in the backfill was observed. The stained material was removed and a sample was collected beneath the dispenser in the first encountered native material to verify that vertical impacts were removed. Three additional samples were collected to verify that the impacts were removed laterally. Soil samples were submitted for analysis of the post-2008 PADEP "short list" of diesel parameters. Sample results indicate that no constituent tested was found above the Act 2 Used Aquifer Residential MSCs. No further action is necessary in connection with this discharge.

On March 5, 2009, during site upgrade activities, Sunoco notified the PADEP of a suspected release from the gasoline dispenser area. Impacted material was identified beneath the eastern two dispensers, removed and stockpiled onsite. Soil samples were collected from beneath each dispenser, union, coupler and/or pipe fitting. Two additional samples were collected to delineate the vertical extent of impacts. Soil sample results identified impacts of 1,2,4 trimethylbenzene and 1,3,5 trimethylbenzene above the Act 2 U/R MSCs at a sample collected at a depth of 5 feet below ground surface (bgs). Perched water was also identified within the product line trenches, along the main line trunk and in the vicinity of the eastern dispensers. Groundwater analytical data identified dissolved phase benzene, toluene, ethylbenzene, MTBE, naphthalene, 1,2,4-trimethylbenzene and 1,3,5-trimethylbenzene at concentrations exceeding Act 2 U/R MSCs.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- SCR/RAP.....September 5, 2009
- RAP submittal45 days after approval of SCR
- RAP Implementation (if necessary).....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of an SCR that substantially complies with applicable regulations, of which Sunoco shall be responsible for 100%.

X. North Midway: PADEP Facility ID# 05-07094

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the North Midway Service Plaza: **EXXONMOBIL**.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels. Sampling results indicate dissolved-phase PHCs are present in the groundwater at concentrations in excess of PADEP's standards/action levels in a localized area immediately east of the existing gasoline dispensers.

A work plan for additional site characterization activities has been completed by ExxonMobil and included the installation and sampling of six (6) soil borings and collection/analysis of ten (10) soil gas samples (includes two (2) events with five (5) samples per event). These activities were completed and an additional monitoring well was installed in 2007.

The installation and sampling of five (5) new groundwater monitoring wells along with the sampling of five (5) existing monitoring wells was completed by Sunoco in August 2005. Results from the August 2005 sampling revealed limited impact to one of the existing site wells.

ExxonMobil intends to pursue a combination of SSSs and SHSs for this Plaza: groundwater (SSS), soil (SSS), and soil gas/vapor intrusion (SHS). ExxonMobil has provided notice of intent to pursue this combination to the Commission pursuant to a separate agreement between the parties. By letter dated April 7, 2009, the Commission agreed to conditionally accept ExxonMobil's proposed remediation standards and means of attainment contingent upon general and site-specific conditions described in the referenced letter. The intended attainment demonstration of these standards may be modified based on changes in and understanding of site conditions (e.g., environmental, operation, construction, access, etc.).

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- Submission of SCR/RAP.....4th Quarter 2009
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submittal of RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of a SCR/RAP that substantially complies with applicable regulations, of which ExxonMobil shall be responsible for 100%.

XI. North Neshaminy: PADEP Facility ID# 09-02292

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the North Neshaminy Service Plaza: **COMMISSION**

B. Current Environmental Status

Site characterization activities were initially completed in 1993 and subsequent characterization activities were completed from 1994 through 1999. An Act 2 final report was submitted to PADEP in October 1999 and PADEP approved the report reflecting attainment of Act 2 standard for groundwater in March 2000. The site monitoring wells were subsequently abandoned.

The installation and sampling of seven (7) new groundwater monitoring wells at the Plaza was completed by Sunoco in September 2005. Results from the September 2005 sampling event indicate benzene, naphthalene, and MTBE present in the groundwater at concentrations in excess of PADEP standards/action levels.

In April 2009, the Commission sampled the existing onsite monitoring wells and submitted the sampling data to PADEP. The Commission conducted an additional round of groundwater sampling in June 2009 and will provide the resulting analytical data and associated report to PADEP identifying whether any further action is required at the site.

With respect to historic soil contamination, the quality of soils immediately surrounding and beneath the current UST systems cannot be evaluated fully until the current operator permanently closes and removes these UST systems.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Submit Analytical Data/Report.....August, 2009

D. Department Oversight Costs

Based upon the foregoing Corrective Action Schedule, no oversight costs shall apply for this Plaza.

XII. North Somerset: PADEP Facility ID# 56-07092

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the North Somerset Service Plaza: **EXXONMOBIL**.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels. SPHs have been detected on the groundwater surface at four (4) well locations from June 1992 through July 1993. Sampling results indicate that dissolved-phase PHCs are present in groundwater at concentrations in excess of PADEP standards/action levels.

A work plan for additional site characterization activities was completed by ExxonMobil and included the installation and sampling of five (5) soil borings and the collection and analysis of eight (8) soil gas samples. ExxonMobil has also complete a common survey of well locations and elevations for monitoring wells located at both the North and South Somerset Plazas at the request of the Department.

The installation and sampling of three (3) new groundwater monitoring wells along with the sampling of nine (9) existing monitoring wells at the site was completed by Sunoco in August 2005.

ExxonMobil intends to pursue a combination of SSSs and SHSs for this Plaza: groundwater (SHS), soil (SSS), and soil gas/vapor intrusion (SSS). ExxonMobil has provided notice of intent to pursue this combination to the Commission pursuant to a separate agreement between the parties. By letter dated April 7, 2009, the Commission agreed to conditionally accept ExxonMobil's proposed remediation standards and means of attainment contingent upon general and site-specific conditions described in the referenced letter. The intended attainment demonstration of these standards may be modified based on changes in and understanding of site conditions (e.g., environmental, operation, construction, access, etc.).

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- Preparation/Submission of SCR/RAP.....within 90 days of the SCR/RAP submission date for the South Somerset Plaza, but no sooner than 60 days after the submission of the South Somerset SCR/RAP
- RAP Implementation.....Consistent with Schedule in PADEP Approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of an SCR/RAP that substantially complies with applicable regulations, of which ExxonMobil shall be responsible for 100%.

XIII. Oakmont-Plum: PADEP Facility ID# 02-80610

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Oakmont-Plum Service Plaza: **CFI**.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. Several PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels. MPE has been implemented as an interim remedial measure on a periodic basis on numerous occasions during a period from January 1998 through October 2001.

The installation and sampling of six (6) groundwater monitoring wells along with the sampling of nine (9) existing monitoring wells at the site was completed by Sunoco in September 2005. Results from the September 2005 sampling event confirmed widespread dissolved phase impact to groundwater.

Additional site characterization activities were completed in 2006 by CFI and included the installation and sampling of eight (8) soil borings and installation and sampling of one (1) new groundwater monitoring well. No soil impacts were identified during the soil boring program. In 2007, soil impacts were encountered during installation of an ethanol UST by Sunoco. CFI subsequently completed a subsurface investigation and delineated soil impacts in the vicinity of MW-7, MW-11 and MW-21.

CFI installed two (2) additional monitor wells (MW-23 and MW-24) downgradient of the site and along the right-of-way of the Turnpike to delineate groundwater impacts.

In March 2008, CFI submitted a revised RAP to PADEP that proposes in-situ bioremediation as a remedial action, which includes injection of a bioslurry followed by an injection of Oxygen Release Compound (ORC) into the soil and groundwater at the site. By letter dated June 5, 2008, the Department approved the revised RAP. In fall 2008, CFI began implementation of the RAP. A Revised RAP requesting closure of the site via natural attenuation was submitted to PADEP on July 31, 2009.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a RACR that substantially complies with applicable regulations, of which CFI shall be responsible for 100%.

XIV. Plainfield: PADEP Facility ID# 21-06980

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Plainfield Service Plaza: **EXXONMOBIL**.

B. Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels. A significant spike in concentrations of PHCs was evident in 1999, suggesting another release occurred. SPHs were detected on the groundwater surface at two locations in January 2002. MPE was completed on a periodic basis at the two locations where SPHs were observed in an attempt to recover SPHs from the groundwater surface.

The installation and sampling of four (4) new groundwater monitoring wells along with the sampling of three (3) existing monitoring wells was completed by Sunoco in October 2005. Results from the October 2005 sampling event indicate that the PHCs appear to remain on-site.

A scope of work plan for additional site characterization activities was submitted to the Commission in 2005, and implemented by ExxonMobil and included the installation and sampling of five (5) soil borings and installation and sampling of four (4) additional groundwater monitoring wells and collection/analysis of twelve (12) soil gas samples (includes two (2) events with six (6) samples per event). A summary report was submitted to the Commission on behalf of ExxonMobil in 2006. In June 2008, ExxonMobil conducted pilot testing activities to facilitate the preparation of a RAP and remediation system design.

ExxonMobil intends to pursue a combination of SSSs and SHSs for this Plaza: groundwater (SHS), soil (SSS), and soil gas/vapor intrusion (SSS). ExxonMobil has provided notice of intent to pursue this combination to the Commission pursuant to a separate agreement between the parties. By letter dated April 7, 2009, the Commission agreed to conditionally accept ExxonMobil's proposed remediation standards and means of attainment contingent upon general and site-specific conditions described in the referenced letter. The intended attainment demonstration of these standards may be modified based on changes in and understanding of site conditions (e.g., environmental, operation, construction, access, etc.).

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- Submittal of Revised SCR/RAP.....4th Quarter 2009

- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of an SCR that substantially complies with applicable regulations, of which ExxonMobil shall be responsible for 100%.

XV. Sideling Hill: PADEP Facility ID# 29-07095

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Sidling Hill Service Plaza: **EXXONMOBIL**.

Historical groundwater sample analytical results indicate minimal impact to groundwater quality at the site from previous operations. Benzene and MTBE were detected at concentrations above PADEP standards/action levels on two separate occasions at the same location. In March 2001, PADEP placed the case on the “inactive status list” at the request of ExxonMobil.

A scope of work for additional site characterization activities was submitted to the Commission in 2005 on behalf of ExxonMobil. The scope of work included the installation and sampling of seven (7) soil borings. A summary report was submitted to the Commission in 2006.

The installation and sampling of four (4) new groundwater monitoring wells along with the sampling of eight (8) existing monitoring wells was completed by Sunoco in August 2005. Results from the August 2005 sampling event indicated that benzene and MTBE were both present in excess of current PADEP levels in two (2) existing wells.

Historic soil analytical results indicate little to no impact associated with the former UST system. The current UST field is at a different location than the former UST field. The former UST field was re-sampled for soil as part of the 2005 supplemental investigation by ExxonMobil. Results were less than applicable standards.

An SCR/RAP was submitted by ExxonMobil in April 2008. PADEP approved the RAP in May 2008, and ExxonMobil began implementation of the RAP shortly thereafter.

ExxonMobil intends to pursue a combination of SSSs and SHSs for this Plaza: groundwater (SHS), soil (SSS), and soil gas/vapor intrusion (SHS). ExxonMobil has provided notice of intent to pursue this combination to the Commission pursuant to a separate agreement between the parties. By letter dated April 7, 2009, the Commission agreed to conditionally accept ExxonMobil’s proposed remediation standards and means of attainment contingent upon general and site-specific conditions described in the referenced letter. The intended attainment demonstration of these standards may be modified based on changes in and understanding of site conditions (e.g., environmental, operation, construction, access, etc.).

B. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- RAP Implementation.....Ongoing
- Submit RACR.....90 days after confirmed attainment of cleanup standards

C. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a RACR that substantially complies with applicable regulations, of which ExxonMobil shall be responsible for 100%.

XVI. South Midway: PADEP Facility ID# 05-61327

A. Responsible Party

The following Operator(s) are responsible for performing Corrective Action at the South Midway Service Plaza and shall share costs, including Department Oversight Costs, proportionally as detailed below: **EXXONMOBIL**.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels. Groundwater monitoring wells previously installed at the site were dry on numerous occasions due to expansion of the asphalt parking area that limits shallow groundwater recharge, effectively eliminating the previously monitored shallow water bearing zone. These wells were abandoned in 2001.

A scope of work for new site characterization activities was submitted to the Commission in 2005 on behalf of ExxonMobil. The scope of work consisted of the installation and sampling of two (2) soil borings and one (1) monitoring well. A summary report was submitted to the Commission on behalf of ExxonMobil in 2006. ExxonMobil submitted a RACR to the Department in February 2008, which addressed previous comments/requirements from the Department to demonstrate attainment for the Plaza. This document also presented groundwater characterization data for the prevailing deep water bearing zone, indicating SHS attainment. By letter dated May 5, 2008, the Department requested eight (8) quarters of groundwater sampling from monitoring wells screened in the prevailing deeper water-bearing zone, including Sunoco's monitoring wells.

The installation and sampling of eight (8) new groundwater monitoring wells was completed by Sunoco in September 2005. Results from the September 2005 sampling event revealed both benzene and MTBE in excess of PADEP standards/action levels in one well.

ExxonMobil intends to pursue a combination of SSSs and SHSs for this Plaza: groundwater (SHS), soil (SSS), and soil gas/vapor intrusion (SSS). ExxonMobil has provided notice of intent to pursue this combination to the Commission pursuant to a separate agreement

between the parties. By letter dated April 7, 2009, the Commission agreed to conditionally accept ExxonMobil's proposed remediation standards and means of attainment contingent upon general and site-specific conditions described in the referenced letter. The intended attainment demonstration of these standards may be modified based on changes in and understanding of site conditions (e.g., environmental, operation, construction, access, etc.).

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Attainment Sampling.....Quarterly
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a RACR that substantially complies with applicable regulations, of which ExxonMobil shall be responsible for 100%.

XVII. South Neshaminy: PADEP Facility ID# 09-62833

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the South Neshaminy Service Plaza: **COMMISSION**.

B. Current Environmental Status

Site characterization activities were initiated in 1989 following the discovery of an inventory loss of an estimated 4,400 gallons of unleaded gasoline. Historical groundwater sample results indicate that past releases have impacted groundwater quality at the site. In 1990, a soil vapor extraction system and a groundwater pump and treat system were installed in an attempt to remediate the dissolved-phase PHCs in groundwater. The system operated sporadically until early 1993 when it was permanently deactivated. Additional site characterization activities were completed in 1993, 1994-1995 and 1999. Results from the 1999 characterization efforts indicated that two (2) distinct dissolved-phase plumes exist at the site, one associated with the UST area and a second associated with the dispenser area. Groundwater sampling results in 2001 indicated a spike in benzene and MTBE concentrations, apparently due to a more recent release in the vicinity of the UST area.

A RAP was submitted to PADEP in June 2004 and subsequently approved by PADEP. The RAP included continued groundwater monitoring/sampling, fate and transport analysis and a discussion of proposed remedial actions consisting of injection of hydrogen peroxide solution into the groundwater table.

The installation and sampling of three (3) new groundwater monitoring wells at the site was completed by Sunoco in September 2005. Results from the September 2005 sampling event indicate primarily benzene and MTBE present in groundwater at concentrations in excess of

PADEP standards/action levels. Two (2) additional monitoring wells were installed and sampled in June 2007.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis..... Quarterly
- Bio-remedial evaluation..... 3rd quarter 2009
- Bio-remedial implementation/nutrient enhancement..... 4th quarter 2009
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of an RACR that substantially complies with applicable regulations, of which the Commission shall be responsible for 100%.

XVIII. South Somerset: PADEP Facility ID# 56-06981

A. Responsible Parties

The following Operator(s) are responsible for performing Corrective Action at the South Somerset Service Plaza and shall share costs, including Department Oversight Costs, proportionally as detailed below: **ExxonMobil** has and will continue to perform Corrective Action at the South Somerset Service Plaza, specifically pursuing site specific standards for soil, groundwater and soil gas/vapor intrusion in accordance with the Corrective Action Schedule provided herein. If ExxonMobil's proposed Corrective Action is rejected by the Commission and/or PADEP at any time following execution of the Agreement or should any applicable covenants necessary to the implementation of the proposed site specific standard be rejected, ExxonMobil reserves the right to dispute its ongoing responsibility for Corrective Action at this Plaza, either under the terms of this Agreement or in another forum, whether administrative or legal. In the event ExxonMobil fails to complete the required Corrective Action at this Plaza, the Commission shall do so and reserves its right to pursue any other potentially responsible parties, including ExxonMobil, for its costs and expenses associated therewith. No Party to this Agreement waives any defenses with respect thereto.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. PHCs have been detected in groundwater at concentrations in excess of PADEP standards/action levels. SPHs were detected on the groundwater surface at eight (8) well locations, as early as June 1992 and as recent as August 2004 in a well located within the truck parking area. The Borough of Somerset initially reported gasoline odors present in the sanitary sewer system in 1976 and again in 1978. The odors were attributed to the fueling operations at the South Somerset Service Plaza. In 1981, PADEP investigated impact to the spring (shallow dug well) located within the southern portion of the site upgradient and adjacent to a wetland area and determined that PHCs had impacted the water discharging from the spring.

PADEP reported benzene concentrations in the spring ranging from 14,000 to 21,000 parts per billion, though recent results are orders of magnitude less. Sampling results indicate dissolved-phase PHCs (diesel and gasoline constituents) are present in groundwater at concentrations in excess of PADEP standards/action. Shallow soil directly above the water table in proximity to the spring is also impacted with gasoline and diesel PHCs, including those exclusive to the diesel "short list". Water discharging from the spring into the wetland area is still being impacted by dissolved-phase PHCs in excess of PADEP standards/action levels. A scope of work for additional site characterization activities was submitted to the Commission in 2005 on behalf of ExxonMobil. The scope of work consisted of the installation and sampling of five (5) soil borings. A summary report was submitted to the Commission on behalf of ExxonMobil in 2006. An additional monitoring well has also been installed along the southern property boundary as requested by the Commission, and the well network was surveyed to a common datum with the North Somerset Plaza, as requested by the Department. ExxonMobil is in the process of investigating the potential interaction of the sewer line in the southern portion of the property with groundwater, as requested by the Commission.

The installation and sampling of six (6) new groundwater monitoring wells along with the sampling of six (6) existing monitoring wells at the site was completed by Sunoco in September 2005.

ExxonMobil intends to pursue SSSs for this Plaza: groundwater (SSS), soil (SSS), and soil gas/vapor intrusion (SSS). ExxonMobil has provided notice of intent to pursue this combination to the Commission pursuant to a separate agreement between the parties. By letter dated April 7, 2009, the Commission agreed to conditionally accept ExxonMobil's proposed remediation standards and means of attainment contingent upon general and site-specific conditions described in the referenced letter. The intended attainment demonstration of these standards may be modified based on changes in and understanding of site conditions (e.g., environmental, operation, construction, access, etc.).

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- Submittal of SCR/RAP.....no later than January 31, 2010
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of a SCR/RAP that substantially complies with applicable regulations, of which ExxonMobil shall be responsible for 100%, unless the Commission assumes the obligation to complete the Corrective Action at this Plaza as set forth in subparagraph A hereof, in which event the Commission shall be responsible for the Department's Oversight Costs.

XIX. Valley Forge: PADEP Facility ID# 15-09239

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Valley Forge Service Plaza: CFI.

B. Current Environmental Status

Following removal of the former UST systems in 1991, additional characterization was completed by the former operator. Groundwater was not encountered during the characterization efforts. Following completion of the additional characterization efforts, a "No Further Action" letter was issued in 1994 by PADEP.

The installation and sampling of three (3) new groundwater monitoring wells was completed by Sunoco in July 2005. Results from the July 2005 event (two (2) wells only) revealed the presence of benzene, MTBE and EDB at concentrations in excess of PADEP standards/action levels. These two wells were again sampled in September 2005 and results revealed MTBE and EDB present at concentrations in excess of PADEP standards/action levels. A third groundwater monitoring well was installed by Sunoco in January 2006 and sampled in February 2006. Results from the February 2006 sampling event did not reveal any PHCs in this third well. CFI installed three (3) additional monitoring wells in April 2008. Sampling of these monitoring wells took place in May, August and November 2008. Results from these sampling events did not reveal any PHCs in the three monitoring wells. An SCR was submitted by CFI to PADEP on August 31, 2009.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Submit RAP.....Within 45 days of approval of SCR
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs.

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$3,000 per year until submittal of an SCR that substantially complies with applicable regulations, of which the CFI shall be responsible for 100%.

XX. Warrendale Toll Barrier: PADEP Facility ID# 02-32007

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Warrendale Toll Barrier: CFI.

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. Recent results indicate dissolved-phase PHCs are present in groundwater at concentrations in excess of PADEP’s standards/action levels. MPE has been implemented as an interim remedial measure on a quarterly basis, but MPE was not intended as a final remedial measure. It is believed that other technologies may be more effective at further reducing concentrations of PHCs in groundwater.

The original plaza was demolished in 2002 and a new interchange was installed. As a result, all the historic monitoring wells were subsequently destroyed or abandoned.

Additional site characterization activities were conducted to further delineate the extent of groundwater impact at the site. The locations for replacement wells were approved by PADEP and the wells were installed by Sunoco as part of their lease-end obligations. CFI installed two (2) additional monitoring wells in April 2008. An Amended SCR was submitted to PADEP on September 3, 2009.

C. Corrective Action Schedule

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- Submit RAP.....Within 45 days of approved SCR
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$2,000 per year until submittal of a RAP that substantially complies with applicable regulations, of which CFI shall be responsible for 100%.

XXI. Zelienople: PADEP Facility ID# 04-32208

A. Responsible Party

The following Operator is responsible for performing Corrective Action at the Zelienople Service Plaza: **CFI**

B. Current Environmental Status

Historical groundwater sample analytical results indicate that past releases have impacted groundwater quality at the site. Several PHCs were detected in groundwater at concentrations in excess of PADEP standards/action levels. More recent results indicate that MTBE is the primary constituent present in groundwater at concentrations in excess of PADEP standards/action levels.

The installation and sampling of two (2) groundwater monitoring wells along with the sampling of ten (10) existing monitoring wells at the site was completed by Sunoco in September

2005. Results from the September 2005 sampling event indicate that groundwater had not been fully delineated downgradient (east) of the site. Accordingly, CFI installed MW-26 downgradient of the site and along the right-of-way of the Turnpike to delineate groundwater impacts.

Additional site characterization activities were completed in 2006 by CFI and included the installation and sampling by CFI of forty (40) soil borings and installation of one (1) groundwater monitoring well. A RAP was submitted to the PADEP in September 2007 proposing in-situ bioremediation consisting of injecting ORC, calcium peroxide and bioslurry into the subsurface at the site. PADEP approved the RAP on November 20, 2007. CFI plans to begin implementation of the RAP in February 2009.

C. Corrective Action Schedule.

The Schedule for completing Corrective Action at this Plaza is as follows:

- Groundwater Sampling/Analysis.....Quarterly
- RAP Implementation.....Consistent with Schedule in PADEP approved RAP
- Submit RACR.....90 days after confirmed attainment of cleanup standards

D. Department Oversight Costs.

Pursuant to Paragraph 17(c) of the Agreement, the Oversight Costs associated with this Plaza shall amount to \$1,000 per year until submittal of a RACR that substantially complies with applicable regulations, of which CFI shall be responsible for 100%.

ATTACHMENT III

ATTACHMENT III

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