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Mercer County, PA
Dee Dee Zickar Recorder of Deeds

File **2015-00000810**

Environmental Covenant

When recorded, return to:
Clark Street Properties, LLC
ATTN: Paul E. O'Brien
7337 Warren-Sharon Road, Box 9
Brookfield, Ohio 44403-0009

The County Parcel Identification Nos. of the Property are: Parcels 1 and 4 Combined, and
Parcels 2, 3, and 5 of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer County
records.

GRANTOR: Clark Street Properties, LLC

PROPERTY ADDRESS: Sharon Pipe Plant, 200 Clark Street, Sharon, PA 16146

ENVIRONMENTAL COVENANT

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

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in the City of Sharon, Mercer County.

The postal street address of the Property is: 200 Clark Street, Sharon, Pennsylvania, 16146.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude = +41.243964; Longitude = -80.506547.

The Property has been known by the following name(s): Wheatland Tube Co – Sharon Pipe Plant / f.k.a. Armco Sawhill Tubular Division

The DEP Primary Facility ID No. is: 625900

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

completes (2/2/15)



2. **Property Owner / GRANTOR / GRANTEE.** Clark Street Properties, LLC is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

The mailing address of the owner is:

Clark Street Properties, LLC
7337 Warren-Sharon Road
Box 9
Brookfield, Ohio 44403-0009
ATTN: Paul E. O'Brien

3. **Holder(s) / GRANTEE(S).** The following is/are the GRANTEE(s) and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: There are no Holder(s) or other Grantee(s) other than named herein.

4. **Description of Contamination & Remedy.** In accordance with a Consent Order and Agreement (COA) between the Commonwealth of Pennsylvania Department of Environmental Protection (PADEP), the JMC Steel Group (JMC) (f/k/a John Maneely Company) submitted the following documents to PADEP: (1) an April 2007 Conceptual Site Model (CSM) Report; (2) an August 24, 2007 Notice of Intent to Remediate (NIR); (3) a January 31, 2008 Remedial Investigation (RI) Report; (4) a July 1, 2008 revised RI Report; (5) a November 2008 Site-Specific Risk Assessment (RA) Report; (6) a March 26, 2009 Revised RA Report; (7) an August 7, 2009 Cleanup Plan; (8) a September 23, 2013 Final Report; and (9) a May 7, 2014 Revised Final Report. Through these documents, JMC has demonstrated compliance with Act 2 standards through a combination of the Background, Statewide Health, and/or Site-Specific cleanup standards set forth in Sections 302, 303 and 304 of Act 2 and related regulations.

Groundwater: The RI identified concentrations of VOCs, SVOCs, PCBs, dioxins, metals, sulfate, and nitrate in groundwater at levels exceeding applicable PADEP groundwater media-specific concentrations (MSCs) and/or surface water quality standards (SWQS). The RI also identified the presence of nonaqueous phase liquids (NAPL) and a low pH plume (collectively, the Groundwater Plumes). The Groundwater Plumes are located within the limits of a City of Sharon groundwater ordinance, which restricts potable, non-potable, and industrial use of groundwater. Portions of the Groundwater Plumes are also located within the Technical Impracticability Waiver area defined for the upgradient Westinghouse Superfund Site to the east, for which USEPA has determined that restoration of the alluvial (upper) aquifer to drinking water quality is technically impracticable as a result of the contamination at and migrating from the Westinghouse Superfund Site. A site-specific evaluation of potentially complete human and ecological exposure pathways for the Property indicates that there are no unacceptable exposures to site-related contaminants under current conditions. Future exposures to site-related contaminants for on-site construction and redevelopment workers via direct contact with shallow groundwater is possible (see Exhibit C-1). Engineering and institutional controls have been implemented to appropriately manage these potential future exposures.

Soil: The RI identified concentrations of VOCs, SVOCs, PCBs and metals in soil at levels exceeding applicable PADEP Statewide Health Standards for soil, including direct contact



MSCs and vapor intrusion screening criteria. The evaluation of potentially complete human and ecological exposure pathways for the Property indicated the following: (1) no buildings are currently present in areas where exposure to vapor intrusion is a concern; (2) one location (GP01-042) in the Waste Storage Area (shown on Exhibit C-2) has a benzo(a)pyrene concentration in soil above the Non-Residential Direct Contact MSC; (3) soil concentrations in the Former Settling Basin Area (shown on Exhibit C-2) area may result in exposure to vapor intrusion depending on whether and when a building is constructed over the area; and (4) soil concentrations in the Former Settling Basin Area (shown on Exhibit C-2) may result in exposure during future site construction and redevelopment activities. Engineering and institutional controls have been implemented to appropriately manage these current and potential future exposures.

Prior site remediation activities have included the implementation of a pump and treat system to hydraulically control and reduce groundwater contamination. In addition, during the RI, building decommissioning was completed and source area remediation was conducted at the Former Galvanizing Area.

To address residual groundwater and soil contamination at the site, the final remedy includes a combination of engineering and institutional controls as described in Section 5 below. In addition, a minimum of eight quarters of groundwater monitoring were conducted to demonstrate attainment of the Background Standard for constituents of concern associated with the upgradient Westinghouse Superfund Site and to confirm that the Groundwater Plumes are stable and contaminants are not discharging to the Shenango River at levels of concern.

Maps that delineate the areas on the Property with institutional and/or engineering controls are attached as Exhibits C-1 and C-2.

5. **Activity & Use Limitations.** Clark Street Properties, LLC agrees to implement the following activity and use limitations on the Property:

- a. The Property and each portion thereof shall be used solely for nonresidential purposes;
- b. Each part or portion of any building, structure or paved surface in the vicinity of the Waste Storage Area (GP01-042) that serves to eliminate pathways of exposure to potential contamination, as shown on Exhibit C-2, shall be maintained to prevent complete pathways of exposure to soil and/or groundwater contamination;
- c. There shall be no demolition, removal, replacement, or reconstruction of, or other modification to, any part or portion of any building, structure, or paved surface in the vicinity of GP01-042 that serves to eliminate pathways of exposure to potential contamination, as shown on Exhibit C-2, unless PADEP is notified in writing;
- d. No new structures shall be erected at the Property until a re-evaluation of potential vapor intrusion exposure pathways is completed, and until mitigation measures are implemented, as necessary, to prevent any significant exposures via this pathway;
- e. Unless deemed necessary or desirable for environmental monitoring, inspection and/or remediation activities, no person or entity will be permitted to (i) use any groundwater now or hereafter located on or under any portion of the Property; (ii)



cause any groundwater to rise to the surface; (iii) alter the natural flow or infiltration of any groundwater; or (iv) perform any drilling or excavation activity that would disturb any groundwater or create a potential risk of human exposure to contaminants that may be in any groundwater;

- f. There shall be no excavation on the Property, and no soils shall be taken off of the Property, unless PADEP is notified and a site-specific health and safety plan (HSP) and a soil management plan (SMP) are developed and implemented;
- g. Annual monitoring inspections will be undertaken to assess the condition of the engineering controls and verify that the City of Sharon groundwater use ordinance is still in effect as detailed in the Post Remediation Care Plan section of the Revised Final Report;
- h. Annual groundwater monitoring and reporting will be conducted at three monitoring wells (MW01-55D, MW01-69D and MW01-70D) to verify that cadmium concentrations and pH levels in groundwater do not result in surface water impacts that contravene the surface water quality standards, as described in the Post Remediation Care Plan section of the Revised Final Report.
- i. The obligations described in the Post Remediation Care Plan section of the Revised Final Report (Exhibit D).
- j. For the property described in 92 DR 06119, Second Described, Parcel No. 1, the following applies: There shall be no disturbance of the surface of the land by filling, drilling, excavation, removal of topsoil, rocks or minerals, or change in the topography of the land without at least thirty (30) days prior written approval from U.S. EPA.

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** After written request by the Department or by the end of every June following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation of noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

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



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9. **Recording & Proof & of Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, Clark Street Properties, LLC shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recording. Within that time period, Clark Street Properties, LLC also shall send a file-stamped copy to each of the following: the City of Sharon and the County of Mercer.

10. **Termination or Modification.**

- a. This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.
- b. This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.
- c. This Environmental Covenant may be terminated upon attainment, in accordance with 35 P.S. §§ 6026. 101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.
- d. In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Department.

11. **This Paragraph Intentionally Left Blank.**



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

Regional Manager
Environmental Cleanup and Brownfields
Pennsylvania Department of Environmental Protection
230 Chestnut Street
Meadville, PA 16335

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

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

Date: 12-11-14

Clark Street Properties, LLC, Grantor

By: [Signature]

Name: Paul E. O'Brien

Title: President / Member

Date: 12-29-14

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

By: [Signature]

Name: Anita M. Stainbrook

Title: Environmental Program Manager



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State of Ohio

~~COMMONWEALTH OF PENNSYLVANIA~~)

COUNTY OF Trumbull) SS:

On this 11th day of December, 2014, before me, a Notary Public, the undersigned person, PAUL E. OBRIEN, personally appeared and acknowledged himself to be authorized on behalf of Clark Street Properties, LLC to sign the foregoing Environmental Covenant, dated 12-11-14.

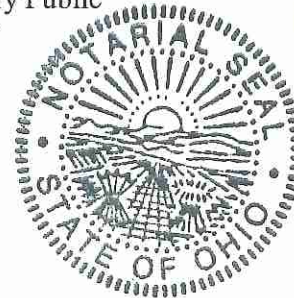
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Judith A. DeMay
Notary Public

My Commission Expires:

JUDITH A. DEMAY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Mar. 24, 2018

Seal:



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CRAWFORD) SS:

On this 29th day of December, 2014, before me, a Notary Public, the undersigned person, personally appeared Anita M. Stainbrook, Regional Manager, Environmental Cleanup and Brownfields of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northwest Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

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

Jane O. Butryn
Notary Public

My Commission Expires: Aug. 26, 2015

Seal:

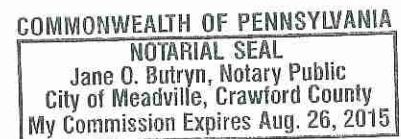




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EXHIBIT A

METES AND BOUNDS DESCRIPTION OF PROPERTY



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MAIN

First Described
Parcel 1 and Parcel 4 Combined

Situated in the Commonwealth of Pennsylvania, County of Mercer and the City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer County records and being further bounded and described as follows to wit:

Beginning at the centerline Intersection of Clark Street (40' wide) and Sharpsville Road aka State Route 718 (51' wide), thence, North 87 degrees 48 minutes 03 seconds West, along the centerline of said Clark Street, a distance of 461.29 feet to a point; thence 75 degrees 44 minutes 25 seconds West, continuing along the centerline of said Clark Street, a distance of 99.38 feet to a point on the west line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) and being the TRUE PLACE OF BEGINNING for the tract of land herein described;

Thence, South 06 degrees 55 minutes 25 seconds West, along the said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad), a distance of 1415.43 feet to a track spike set in a large rock and being in the easterly line of the Norfolk and Southern Railroad (formerly the Erie Railroad) and passing over a capped rebar set at a distance of 20.00 feet;

Thence, the following 11 courses along the easterly line of lands of Norfolk and Southern Railroad (formerly the Erie Railroad);

- North 28 degrees 57 minutes 50 seconds West, 427.05 feet to a 5/8" iron bar found
- North 24 degrees 56 minutes 08 seconds West, 163.03 feet to a 5/8" iron bar found
- North 19 degrees 10 minutes 31 seconds West, 129.93 feet to a capped rebar set
- North 04 degrees 01 minutes 14 seconds West, 81.20 feet to a 5/8" iron bar found
- North 09 degrees 15 minutes 14 seconds West, 107.00 feet to a capped rebar set
- North 04 degrees 00 minutes 14 seconds West, 95.00 feet to a capped rebar set
- North 01 degrees 21 minutes 14 seconds West, 96.00 feet to a capped rebar set
- North 03 degrees 57 minutes 46 seconds East, 145.00 feet to a capped rebar set
- North 07 degrees 02 minutes 46 seconds East, 150.00 feet to a capped rebar set
- North 04 degrees 04 minutes 11 seconds East, 8.84 feet to a capped rebar set
- North 09 degrees 48 minutes 14 seconds West, 32.31 feet to a capped rebar set
- North 12 degrees 36 minutes 46 seconds East, 170.38 feet to a point in the centerline of said Clark Street and passing over a capped rebar set at a distance of 150.38 feet

Thence, South 75 degrees 44 minutes 25 seconds East, along the centerline of said Clark Street, a distance of 474.51 feet to the place of beginning and containing 11.809 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc. in March of 2002.



NORTH YARD

First Described Parcel 5

Situated in the Commonwealth of Pennsylvania, County of Mercer and the City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer County records and being further bounded and described as follows to wit:

Beginning at a drill hole set at the intersection of the north line of Clark Street (40' wide) with the west line of Sharpsville Road aka State Route 718 (51' wide); thence, South 63 degrees 12 minutes 57 seconds West, along the north line of said Clark Street, a distance of 12.38 feet to a drill hole set; thence, North 87 degrees 48 minutes 03 seconds West, continuing along the north line of said Clark Street, a distance of 422.11 feet to a 1 inch brass bar in concrete monument found; thence, North 75 degrees 44 minutes 25 seconds West, continuing along the north line of said Clark Street, a distance of 99.84 feet to the west line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) the TRUE PLACE OF BEGINNING for the parcel of land herein described:

Thence, North 75 degrees 44 minutes 25 seconds West, continuing along the north line of said Clark Street, a distance of 405.40 feet to a capped rebar set on the east line of lands of the Norfolk and Southern Railroad;

Thence, North 25 degrees 58 minutes 06 seconds East, along the east line of said lands of the Norfolk and Southern Railroad, a distance of 1134.00 feet to a capped rebar set;

Thence, North 76 degrees 42 minutes 48 seconds East, a distance of 41.14 feet to a capped rebar set on the west line of the said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad);

Thence, Southerly, along the west line of said Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad) which is along the arc of a curve to the left, an arc distance of 100.92 feet, said curve having a central angle of 04 degrees 10 minutes 58 seconds, a radius of 1382.45 feet and a chord distance of 100.90 feet which bears South 09 degrees 09 minutes 34 seconds West to a capped rebar set at the point of tangency;

Thence, South 07 degrees 0 minutes 06 seconds West, along the west line of the Erie and Pittsburgh Railroad right of way (formerly the Pennsylvania Railroad), a distance of 1037.09 feet to the true place of beginning and containing 5.625 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc. in March of 2002.



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SETTLING BASIN

First Described
Parcel 2

Situated in the Commonwealth of Pennsylvania, County of Mercer and City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer county records and being further bounded and described as follows to wit:

Beginning at the centerline intersection of Clark Street (width varies) and North Water Avenue (width varies); thence, South 57 degrees 12 minutes 45 second East, along the center line of said Clark Street, a distance of 390.27 feet to a point; thence, South westerly along the arc of a curve to the left, an arc distance of 183.95 feet, said curve having a central angle of 16 degrees 33 minutes 19 seconds, a radius of 636.62 feet, a chord distance of 183.31 feet, which bears south 65 degrees 29 minutes 30 seconds East to the point of tangency; thence, South 73 degrees 46 minutes 14 seconds East, along the centerline of said Clark Street, a distance of 272.79 feet to the centerline of Shenango Avenue (33' wide); thence, South 75 degrees 44 minutes 25 seconds East, along the centerline of said Clark Street, a distance of 72.06 feet thence, south 14 degrees 15 minutes 35 seconds West, at a right angle to the centerline of said Clark Street, a distance of 20,000 feet to a capped rebar set and being the TRUE PLACE OF BEGINNING for the parcel of land herein described to wit:

Thence, Southerly along the of Norfolk and Southern Railroad (formerly the Erie Railroad) along the arc of a curve to the right, on arc distance of 652.12 feet said curve having a central angle of 19 degrees 44 minute 35 seconds, a radius of 1875.08 feet, and a chord distance of 648.84 feet, which bears South 18 degrees 38 minutes 30 seconds West, to a capped rebar set;

Thence, North 56 degrees 38 minutes 35 seconds West, a distance of 72.50 feet to a capped rebar set on the east line of Shenango Avenue;

Thence, North 26 degrees 14 minutes 41 seconds East, along the east line of said Shenango Avenue, a distance of 77.40 feet to a capped rebar set at an angle point;

Thence, North 18 degrees 56 minute 41 seconds East, along the east line of said Shenango Avenue, a distance of 510.05 feet to a capped rebar set on the south line of said Clark Street;

Thence, North 45 degrees 43 minutes 33 seconds East, along the south line of said Clark Street, a distance of 28.50 feet to a capped rebar set;

Thence, South 82 degrees 46 minutes 51 seconds East, along the south line of said Clark Street, a distance of 42.98 feet to a capped rebar set;

Thence, North 30 degrees 37 minutes 42 seconds East, along the south line of said Clark Street, a distance of 9.98 feet to true place of beginning and containing 1.130 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc.



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UNNAMED PARCEL

First Described
Parcel 3

Situated in the Commonwealth of Pennsylvania, County of Mercer and City of Sharon and known as being part of a tract of land conveyed to ARMCO, Inc. by 92-06119 of Mercer county records and being further bounded and described as follows to wit:

Beginning at the centerline intersection of Clark Street (width varies) and North Water Avenue (width varies); thence, South 57 degrees 12 minutes 45 second East, along the center line of said Clark Street, a distance of 390.27 feet to a point; thence, South westerly along the arc of a curve to the left, an arc distance of 183.95 feet, said curve having a central angle of 16 degrees 33 minutes 19 seconds, a radius of 636.62 feet, a chord distance of 183.31 feet, which bears south 65 degrees 29 minutes 30 seconds East to the point of tangency; thence, South 73 degrees 46 minutes 14 seconds East, along the centerline of said Clark Street, a distance of 180.61 feet to a point; thence, South 16 degrees 13 minutes 46 seconds West, at a right angle to the centerline of said Clark Street, a distance of 45.00 feet to a capped rebar set and being the TRUE PLACE OF BEGINNING for the parcel of land herein described to wit:

Thence, South 73 degrees 46 minutes 14 seconds East, along the south line of said Clark Street, a distance of 23.57 feet to a capped rebar set;

Thence, South 07 degrees 41 minutes 55 seconds West, along the south line of said Clark Street, a distance of 20.22 feet to a capped rebar set;

Thence, South 73 degrees 46 minutes 14 seconds East, along the south line of said Clark Street, a distance of 46.01 feet to a capped rebar set on the west line of Shenango Avenue (33' wide);

Thence, South 18 degrees 56 minutes, 41 seconds West, along the west line of said Shenango Avenue, a distance of 500.10 feet to a capped rebar set at an angle point;

Thence, South 26 degrees 14 minutes 41 seconds West, along the west line of said Shenango Avenue, a distance of 61.00 feet to a capped rebar set;

Thence, North 63 degrees 45 minutes 19 seconds West, a distance of 59.81 feet to a capped rebar set;

Thence, North 23 degrees 04 minutes 30 seconds East, but along the low water mark of the Shenango River, a distance of 408.47 feet to a capped rebar set;

Thence, North 06 degrees 29 minutes 46 seconds East, but along the low water mark of the Shenango River, a distance of 166.04 feet to the true place of beginning and containing 0.679 acres of land more or less as determined by a survey performed by Marlowe F. Houillon P.S. 050803-R of Campbell & Associates, Inc. in March of 2002.



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EXHIBIT B

SITE LOCATION MAP

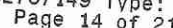




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EXHIBIT C-1

AREAS SUBJECT TO CITY OF SHARON GROUNDWATER USE ORDINANCE AND/OR SITE- SPECIFIC INSTITUTIONAL CONTROLS



-  Current Building
 Former Buildings
 River
 Railways
 Roads
 Approximate Property Boundary

* Monitoring Wells where LNAPL was observed



JMC Sharon Plant, Sharon, PA

0 100 200
Feet

EXHIBIT C-1

DRAWN BY: MRJ

DATE: 04/30/2014

REVISÉ:



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EXHIBIT C-2

SOIL AREAS SUBJECT TO INSTITUTIONAL AND/OR ENGINEERING CONTROLS

EXISTING CONCRETE
RANGES FROM 12 TO 17
INCHES THICK

12 INCHES
(MIN.)

SAND & GRAVEL
FILL



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JMC Sharon Plant, Sharon, PA

REVISÉ:

0 100 200
Feet

EXHIBIT C-2



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EXHIBIT D

REVISED FINAL REPORT

SECTION 8 – POST REMEDIATION CARE PLAN



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8 Post Remediation Care Plan

To address groundwater and soil contamination at the site, the selected final remedy for the site includes:

1. engineering controls including the use of the existing concrete cap in the former Waste Storage area (GP01-042) that exhibits a soil concentration above the applicable MSC;
2. institutional controls including the City of Sharon Groundwater Use Ordinance to limit exposures via use of shallow groundwater at the site;
3. use of appropriate health and safety protocols for on-site excavation activities; and
4. the reevaluation of the vapor intrusion pathway and mitigation of this pathway for all new buildings to be constructed at the site.

The requirements for exposure controls during future excavations and the reassessment of the vapor intrusion pathway for future buildings are specified in the site-specific environmental covenant for the site. As part of the remedy implementation, groundwater monitoring was conducted to demonstrate attainment of the Background Standard for constituents associated with the upgradient site, and confirm that the LNAPL areas are stable and groundwater is not discharging to the Shenango River at levels of concern. Post-remedy monitoring will be conducted to ensure that the selected remedy remains protective. This monitoring will include annual confirmation that the City of Sharon Groundwater Use Ordinance has not been repealed or changed; inspection of the concrete cover and identification of any significant changes in site conditions; re-evaluation of vapor intrusion exposure for any new buildings that may be constructed on the site; and limited groundwater stability monitoring to verify that cadmium concentrations and pH levels in groundwater do not result in surface water impacts that contravene the SWQS.

8.1 Cap Inspection and Maintenance Schedule

The engineering cap in the former Waste Storage area will be inspected annually and repaired as needed. The condition of the engineering cap will be discussed in the annual compliance report (See Section 8.6) and noted on the site inspection form, attached as Appendix 12.

8.2 Institutional Control Evaluation Schedule

Compliance with the site-specific Environmental Covenant will be verified on an annual basis in accordance with the Department's approval of the covenant. This will include a compliance report verifying that the restrictions and coverage of the City of Sharon groundwater use ordinance are still in effect, identification of any building permit applications for the property, changes in site use, and an evaluation of whether there have been any changes in laws or regulations that may be applicable to the remedy for the site.

8.3 Limited Groundwater Stability Verification Monitoring Schedule

As noted in Section 7.1.2.1, additional monitoring is proposed to verify that cadmium concentrations and pH levels in groundwater do not result in surface water impacts that contravene the SWQS. The additional groundwater monitoring will be conducted at monitoring wells MW01-55D, MW01-69D and MW01-70D on an annual basis for a period of two years.



The additional sampling data will be evaluated using Mann-Kendall trend testing and LOESS plots to determine whether: the concentrations have stabilized; additional monitoring is necessary; or, remediation should be considered. Upon completion of the additional monitoring, the results, along with recommendations for additional monitoring and/or proposed remedial measures, if any, will be documented in the annual site inspection and compliance report (ASI).

8.4 Contingent Groundwater and Surface Water Monitoring Schedule

Monitoring of groundwater, surface water, and/or storm sewer monitoring may be initiated if changes in site conditions or site redevelopment occur that could affect recharge or groundwater flow at the site, such that the potential impacts to surface water could need to be re-evaluated. Such changes and the need for resumption of post-remediation care monitoring will be identified in the annual site inspection and compliance report. Specifically, contingent groundwater, surface water, and/or storm sewer monitoring will be implemented as follows:

1. One (1) year of quarterly sampling will be performed from a limited number of wells selected based on the observed site conditions. The details of the sampling would be determined prior to implementation of any monitoring.
2. If the results of quarterly monitoring show no changes from conditions documented in this Revised Final Report, then quarterly sampling will cease after one year.
3. If the results of quarterly monitoring indicate potential for impacts to surface water in two consecutive quarters, the need for implementation of remedial measures will be re-evaluated.

The results of any contingent monitoring and/or the need for remedial measures will be documented in the ASI report.

8.5 Health & Safety

In addition, for future activities, such as utility repair or other excavation, to be conducted in excavation restriction areas identified in the environmental covenant, a site-specific HASP will be prepared to identify procedures to be employed to reduce the potential for unacceptable exposures to contaminants in soil and/or groundwater at the site.

8.6 Annual Site Inspection and Compliance Report

An ASI will be prepared to document implementation of the post-remediation care plan activities. This report will include documentation of the engineering and institutional control inspections and confirm that the conditions of the Environmental Covenant are being followed. The report will be prepared by the end of every June following the Department's approval of the site-specific Environmental Covenant. The ASI will be kept in JMC files for at least 5 years following the reporting date.