

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

ABB Inc.	:	Buyer-Seller Agreement
	:	re: Muse Property
	:	(former C.E. Cast Property)
Cecil Township,	:	
Washington County, PA	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“Agreement”) is entered into this **8th day of January, 2018**, by and among the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”), Seller ABB Inc. (“ABB”) and Buyer Cecil Township, Washington County, Pennsylvania (“Cecil Twp.”).

The Department has found and determined the following:

The Parties

A. The Department is the Commonwealth agency with the duty and authority to administer and implement the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, as amended, 35 P.S. §§ 6026.101 - 6026.908 (“Act 2”); and to administer and enforce the Hazardous Sites Cleanup Act, Act of October 18, 1988, as amended, 35 P.S. §§ 6020.101 - 6020.1305 (“HSCA”); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 - 9675 (“CERCLA”); the Solid Waste Management Act, Act of July 7, 1980, as amended, 35 P.S. §§ 6018.101 - 6018.1003 (“Solid Waste Management Act”); the Clean Streams Law, Act of June 22, 1937, as amended, 35 P.S. §§691.1 - 691.1001 (“Clean Streams Law”); the Storage Tank and Spill Prevention Act, Act of July 6, 1989, as amended, 35 P.S. §§6021.101 - 6021.2104 (“Storage Tank Act”); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, as amended, 71 P.S. § 510-17 (“Administrative Code”); and the regulations promulgated thereunder.

B. ABB is a Delaware corporation with a principal place of business located at 12040 Regency Parkway, Cary, North Carolina 27518. ABB is the owner by succession of the former C.E. Cast Property in Cecil Township, Washington County, Pennsylvania.

C. Cecil Twp. is a Second Class township organized and existing under the laws of the Commonwealth of Pennsylvania, with its municipal offices at 3599 Millers Run Road, Cecil, PA 15321.

The Property

D. The property, owned by ABB, consists of 87 acres located "at a point in the Cecil Township Road Number 692 leading to State Route 980," Tax Parcel Numbers 140-009-00-00-0023 and 140-009-01-0001-00 (the "Property"). The newly assigned street address for the Property is 288 Muse Bishop Road.

E. The property is approximately 87 acres in size and was utilized for coal mining and manufacturing from 1923 to 1987. The H.C. Frick Coal Company (Frick) and the United States Steel Co. (US Steel) operated the coal mine from 1923 until January 26, 1953; when US Steel closed the mine.

In 1953, US Steel reportedly sold the property to Chemical and Solvents, Inc. (CSI), which managed a chemical recovery and recycling operation at the Site. CSI's recovery facilities included a railroad siding, aboveground storage tanks (ASTs), a large distillation or cracking tower, and other smaller stills. The primary products produced at the facility over its history included:

- Foundry binders from alcohols, urea formaldehyde, linseed oil, anhydride, and aromatic and aliphatic solvents
- Potting compounds from asphalt and natural resins
- Electrical jointing compounds from grease and powdered aluminum
- Recovered triethylene glycol
- Industrial adhesives
- Organic chemicals

In 1968, Combustion Engineering (CE) purchased the property. CE Cast, a subsidiary of CE, began operations at the Site and recovered chemicals and manufactured and sold chemical additives and equipment to the casting industry.

CE Cast discontinued chemical recovery operations approximately after 1970, but the manufacturing of additives and equipment continued until 1985. In 1985, CE sold the CE Cast business and leased the property to CastAmerica. Reportedly, CastAmerica ceased operations in May 1987. CE became a wholly owned subsidiary of ABB in 1990.

During the 1970s, CE Cast began investigating soil and the surface water in the unnamed tributary in conjunction with the Pennsylvania Department of Environmental Resources (PADEP-currently known as the PADEP). Those activities culminated in a Consent Order and Agreement (COA) between the PADEP and CE Cast, which was executed on May 8, 1980. The agreement required CE Cast to remove impacted soil and drums from an area along the unnamed tributary and to construct a landfill on Site to contain this material. The landfill was removed from the Site in 2009.

By the mid-1990s, over 90 ASTs and at least three underground storage tanks (USTs), which were used to store raw product and fuel, had been removed from the Site as part of the facility

closure.

The Property is currently vacant open land. ABB has voluntarily monitored the groundwater at the Site since 2000.

F. All facilities, structures and other improvements formerly on the Property have been removed.

G. A Site Map showing the various areas of the Property is attached as Exhibit 1 hereto.

Contamination of the Property

II. The location and horizontal and vertical extent of environmental contamination of the Property have been assessed in the following environmental investigation reports ("Reports"):

1. Site Assessment and Environmental Compliance Audit Report (April 1990) C-E Environmental Inc.
2. Report of Field Investigations (March 1994) ABB Environmental Services Inc.
3. Phase III – Site Characterization Report (December 1994) ABB Environmental Services Inc.
4. Phase IV – Remediation Pilot Test Program Report (September 1995) ABB Environmental Services Inc.
5. Phase IV – Soil Remediation Report (April 1996) ABB Environmental Services Inc.
6. Environmental Status Report (August 2003) MACTEC
7. Waste Characterization Report (March 2009) EQ – Environmental Quality Company
8. Final Closure Report – Solid Waste Landfill (August 2009) MACTEC
9. Sampling and Analysis Plan – Southern Landfill Berm (August 2009) Conestoga-Rovers & Associates (CRA) (now GHD)
10. Southern Landfill Berm Characterization Report (January 2010) CRA (now GHD)
11. Groundwater Monitoring Reports (2001 – 2016) MACTEC/CRA
12. "Final Environmental Indicator Inspection Report for Former CE Cast Facility", Muse-Bishop Road, Muse Pennsylvania 15350 (December 2003) Tetra Tech FW Inc., One Oxford Valley-Suite 200, Langhorne, Pennsylvania, 19047-1829

I. The Reports are incorporated herein by reference. They have been provided to the Department and are maintained as public documents by the Department in accordance with its standard document retention practices.

J. The Reports contain the analytical results of soil sampling and groundwater investigation, including the installation, sampling and analysis for volatile organic compounds (VOCs) and semi-VOCs (SVOCs) in 27 on-site monitoring wells (currently 22 on-site

monitoring wells), the determination of the direction of groundwater flow and the sampling and analysis for VOCs and SVOCs in the soil.

In the Main Plant area the constituents of concern (COCs) were primarily various halogenated and aromatic VOCs as reported in the Phase IV Remediation Pilot Test Program Report (September, 1995). Soil in 11 areas was remediated using Thermal Enhanced Vapor Extraction (TEVE). In 1995-1996, approximately 20,000 cubic yards of soil was excavated, treated with TEVE, and placed back in the resulting excavations. A total of 232 confirmatory soil samples were collected following remediation. The soil analytical results were detailed in the Phase IV Soil Remediation Report (April 1996) ("Final Report-Soils") and reported soil compliance with the Act 2 requirements at that time. The Department approved Final Report-Soils on June 13, 1996, for the remediation that involved the excavation, treatment and on-site placement of soils contaminated with chlorinated solvents, BTEX and PHCs. The June 13, 1996 approval assumed that soils would remain on-site, and prior to any excavation of the soil an evaluation must be made of its suitability for other uses. The June 13, 1996 approval did not give relief of liability protection under Act 2, since soil standards had not been promulgated for the contaminants identified in the site characterization. Nevertheless, by letter dated January 22, 2007 from John Matviya, the Department compared the 1996 soil sampling attainment results with the Act 2 Soil Statewide Health Standards and found that attainment of those standards was demonstrated in the Main Plant Area identified in the Act 2 Final Report in 1996 and, therefore, CE Cast (predecessor to ABB) attained Act 2 liability relief for the soils identified in the 1996 Final Report.

Additionally, the 1995 remediation did not include remediation of groundwater.

A 3-acre solid waste landfill was designed, permitted, constructed and filled with excavated soil and drums removed along the banks of an unnamed tributary on site. The landfill was closed (i.e., capped) in 1981 after the material was placed in the cell. The landfill was monitored since its closure and repairs were made to it in 1988. ABB voluntarily closed the landfill at the Site as described in the Final Closure Report – Solid Waste Landfill (August 2009). The objectives of the closure were to remove the landfill (cap, contents, and liner) and dispose of impacted material off site. Additional characterization of a landfill berm was completed in 2009. The landfill closure was approved by PADEP in 2009.

Groundwater has been monitored at the site since 1993 and on a routine semi-annual basis since 1996. The following are the primary COCs currently detected above the Medium-Specific Concentrations (MSC) in on-site groundwater:

- Tetrachloroethene
- Trichloroethene
- 1,1,1-Trichloroethane
- 1,1,2-Trichloroethane
- 1,1-Dichloroethane
- 1,1-Dichloroethene
- 1,2-Dichloroethane
- Cis-1,2-Dichloroethene
- Benzene

- Methylene Chloride
- Vinyl Chloride
- 1,4-Dioxane

Groundwater flow direction on site is generally to the south. There are no off-site monitoring wells. The groundwater results from the semi-annual sampling events have been summarized in the annual groundwater monitoring reports.

K. The Reports listed in Paragraph H describe all contamination historically remediated and any remaining contamination currently known by the Parties to exist on the Property ("Identified Contamination").

The Proposed Sale

L. ABB intends to sell the Property to Cecil Twp., which intends to buy the Property for the construction and operation of various municipal facilities.

M. Cecil Twp. represents to the Department that it did not cause or contribute to, and is not otherwise liable or responsible under any federal or state environmental law for the Identified Contamination of the Property. The Department is not aware of any information to the contrary that would indicate such liability or responsibility.

N. Cecil Twp. may choose to construct a road, public works building and related structures on the Property prior to completion of the Remediation Plan and/or approval of the Act 2 Final Report pursuant to a Ground Lease from ABB.

The Remediation Plan

O. Prior to transfer of the Property, Cecil Twp. intends to remediate the Identified Contamination to meet a Site-Specific Standard based on nonresidential use of the Property, as those terms are used in Act 2. Cecil Twp. intends to submit a Notice of Intent to Remediate under Act 2 to the Department in January 2018.

P. The sale of the Property from ABB to Cecil Twp. is contingent upon the Department's approval of Cecil Twp.'s Act 2 Final Report such that the liability protection conferred by Section 501(a) of Act 2 is conferred on ABB as well as Cecil Twp.

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

1. Authority. This Agreement is an Order of the Department authorized and issued pursuant to the environmental laws of the Commonwealth listed in Paragraph A, particularly Section 501 of the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, as amended, 35 P.S. §§ 6026.501; Sections 5, 316, 402 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.316, 691.402 and 691.610; Sections 4 and 602 of the Solid Waste Act, 35 P.S. §§ 6018.4 and 6018.602; Sections 107 and 1309 of the Storage Tank Act, 35 P.S. §§ 6021.107 and 6021.1309; and 71 P.S. § 510-17.

2. Findings.

a. ABB and Cecil Twp. agree that the findings in Paragraphs A through P are true and correct and, in any matter or proceeding involving either or both of them and the Department, ABB and/or Cecil Twp. shall not challenge the accuracy or validity of these findings.

b. The Parties do not authorize any other person to use the findings in this Agreement in any matter or proceeding.

3. Buyer's Obligations. Buyer shall:

a. Attain and demonstrate compliance with the Site-Specific Standard in accordance with Act 2, by January 3, 2023; and

- (1) Submit a Notice of Intent to Remediate ("NIR") and send the municipal and public notices of the NIR pursuant to Act 2 no later than —January 31, 2018.
- (2) Submit a Remedial Investigation Report no later than January 3, 2021.
- (3) Submit a Cleanup Plan and Risk Assessment Report (if necessary) no later than ninety (90) days following approval of the Remedial Investigation Report.
- (4) Within sixty (60) days of completion of remediation in accordance with the Cleanup Plan and Act 2, submit a Final Report to the Department, and send the municipal and public notices of the Final Report. The Final Report shall include proposed activity and use limitations in accordance with the Pennsylvania Uniform Environmental Covenants Act ("UECA"), 27 Pa. C.S. § 6501, et seq. for the Property, or portions thereof, in accordance with the Department's standards.
- (5) Within 30 days of the Department's Final Report approval, submit a draft Environmental Covenant pursuant to UECA. The activity and limitations in the draft Covenant shall include any use restrictions and engineering and institutional controls on the Property deemed necessary by the Department to comply with the chosen cleanup standard, as supported by the Final Report.
- (6) Within thirty (30) days of the Department's approval of the draft Environmental Covenant, submit three (3) executed, notarized Environmental Covenants to the Department for execution.
- (7) Within thirty (30) days of the Department's execution of the Covenant, record the instrument with the Recorder of Deeds for

Washington County and provide the Department with a complete time-stamped copy, with proof of recordation.

Due to the inherent uncertainty of characterizing a site in accordance with the requirements of Act 2, it may be necessary to request an extension on the above listed schedules from the Department. These extensions will not be unreasonably withheld.

b. Within 30 days after the execution of this Agreement, record this Agreement and its Exhibits with the deed to the Property, in the Recorder of Deeds Office for Washington County; index the Agreement with the deed; simultaneously notify the Department in writing that it has completed this obligation; and, in doing so, inform the Department of the Deed Book and Page where the Property deed and Agreement have been filed.

c. Promptly notify the Department if there is any proposal to change the exposure patterns on which the remediation standard was based, and take steps to assure that an Act 2 standard continues to be met.

d. If a Health and Safety Plan or Soil Management Plan is required pursuant to the Cleanup Plan, Final Report, or UTCA Covenant, comply with such plans to mitigate exposure and reduce environmental risks associated with any contamination on the Property.

e. In the event Buyer elects to construct a road, public works building and/or related structures on the Property prior to approval of the Final Report, Buyer shall avoid disturbing subsurface strata and soils, except as may be necessary to install adequate foundation bearing support features or other disturbance necessary to develop the property such as utility trenches, roadways, required grading, etc. If such disturbance is proposed as part of Cecil Twp.'s development of the Property, Cecil Twp. shall, no less than 10 days before beginning the disturbance, submit to the Department a Work Plan for management and disposal of disturbed subsurface strata and soils consistent with Pennsylvania environmental statutes and regulations. Thereafter, Cecil Twp. shall properly manage all subsurface strata and soils consistent with the Work Plan.

4. Seller's Obligations

a. Prepare a deed conveying title to the Property to Cecil Twp. within thirty (30) days of the approval of the Final Report ("Transfer Date").

b. Notify the Department when the Property has been conveyed to Cecil Twp. and provide to the Department, within ten (10) days of the transfer of title, a copy of the instrument used to transfer title.

5. Covenant Not To Sue. Until the Department's approval or disapproval of the Final Report, provided Cecil Twp. and ABB comply with this Agreement, and subject specifically to the limitations set forth in Paragraphs 6 and 12, the Department hereby covenants not to sue or take administrative action against Cecil Twp. or ABB under the environmental laws of the Commonwealth listed in Paragraph A above because of Cecil Twp.'s or ABB's ownership interest in the Property, for remediation of the Identified Contamination. This covenant not to sue is null and void if the Department determines that Cecil Twp., ABB, or their agents,

employees or representatives, caused or contributed to the Identified Contamination or submitted false information to the Department. Should the Department approve the Final Report, ABB and Cecil Twp. shall be given relief from liability pursuant to Section 501 (a), and this Covenant Not to Sue shall become null and void.

6. Reservation of Rights. With respect to any contamination on the Property not part of the Identified Contamination, the Department expressly reserves its rights under law with respect to ABB and Cecil Twp.

7. Non-Interference. Neither ABB nor Cecil Twp. shall interfere with the performance of the remedial obligations under this Agreement.

8. Non-Exacerbation. Neither ABB nor Cecil Twp. shall, by act or omission, exacerbate any contamination of the Property.

9. Access. Cecil Twp. and ABB shall allow the Department and its representatives reasonable access to the Property during and after implementation of the Plan for purposes of remediation and monitoring the progress and results thereof, including compliance with any institutional and engineering controls. ABB and the Department will use its best efforts to minimize interference with Cecil Twp.'s use of the Property. However, nothing in this Agreement shall limit the Department's statutory rights regarding access to the Property for any purpose, including but not limited to investigation and/or remediation of any remaining contamination.

10. Deed Acknowledgment. If hazardous substances and/or hazardous waste remain on the Property following approval of the Final Report, ABB or Cecil Twp., as appropriate, shall include in any deed for the property an acknowledgment of hazardous substances and/or hazardous wastes on the property in accordance with Section 405 of the Solid Waste Management Act, 35 P.S. § 6018.405, and Section 512 of HSCA, 35 P.S. § 6020.512. Once an environmental covenant has been recorded pursuant to UECA, the deed acknowledgment may be satisfied by reference to the recorded environmental covenant pursuant to Section 6517(2) of UECA, 27 Pa. C.S. § 6517(2).

11. Effect of Agreement on Other Parties. Nothing in this Agreement is intended, nor shall be construed, to diminish or modify in any way the obligations with respect to the Property of any person or entity, other than the Parties to this Agreement, to the extent set forth in this Agreement.

12. Remedies.

a. In the event ABB or Cecil Twp. fails to comply with any provision of this Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available 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.

13. Liability of Parties. ABB and Cecil Twp. shall inform all persons necessary for the implementation of this Agreement of the terms and conditions of this Agreement. The liability of Cecil Twp. for violations of this Agreement shall include liability for violations caused by, contributed to or allowed by its directors, officers, agents, managers, servants and privies and any persons, contractors and consultants acting under or for Cecil Twp. The liability of ABB for violations of this Agreement shall include liability for violations caused by, contributed to, or allowed by its directors, officers, agents, managers, servants and privies and any persons, contractors and consultants acting under or for ABB.

14. Correspondence with Department. All correspondence with the Department concerning this Agreement shall be addressed to:

Environmental Cleanup Program Manager
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222

15. Correspondence with ABB and Cecil Twp. All correspondence with ABB concerning this Agreement shall be addressed to:

Donell Jackson
Country Environmental Specialist
ABB Inc.
131 Phoenix Crossing
Bloomfield, CT 06002

with a copy to:
Mark D. Shepard, Esquire
Babst Calland Clements and Zomnir, P.C.
Two Gateway Center, 9th Floor
Pittsburgh, PA 15222

All correspondence with Cecil Twp. concerning this Agreement shall be addressed to:

Mr. Donald Gennuso
Township Manager
Cecil Township
3599 Millers Run Road
Cecil, PA 15321

with a copy to:
Bradley S. Tupi, Esquire
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

ABB and Cecil Twp. shall notify the Department whenever there is a change in the contact person's name, title or address. 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 above addresses.

16. Provisions Not Severable. The provisions of this Agreement are not severable. If any provision or part hereof is declared invalid or unenforceable, or is set aside for any other reason, then the entire Agreement shall be void and of no force and effect among the Parties.

17. 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.

18. 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.

19. Attorney Fees. The Parties agree to bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Agreement.

20. Execution of Agreement. This Agreement may be executed in counterparts.

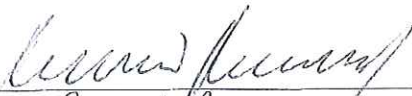
21. Titles. A title used at the beginning of any paragraph of this Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

22. Termination. This Agreement shall terminate 30 days from approval of the Final Report submitted pursuant to Paragraph 3 above.

23. Effective Date. This Agreement shall be effective upon execution, except that this Agreement shall be null and void if Cecil Twp. does not take title to the Property within 30 days of the Department's approval of Cecil Twp.'s Final Report.

IN WITNESS WHEREOF, the Parties have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of ABB and Cecil Twp. certify under penalty of law, as provided by 18 Pa. C.S. Section 4904, that they are authorized to execute this Consent Order and Agreement on behalf of ABB and Cecil Twp., respectively; that ABB and Cecil Twp. consent to the entry of this Consent Order and Agreement as a final Order of the Department; and that ABB and Cecil Twp. hereby knowingly waive any rights to appeal this Consent Order and 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, 35 P.S. §7514; the Administrative Agency Law, 2 Pa. C.S. §103(a) and Chapters 5A and 7A thereof; or any other provision of law. Signature by attorneys for ABB and Cecil Twp. certifies only that this Consent Order and Agreement has been signed after consulting with counsel.


FOR ABB INC.:


Name: Richard Ramirez
Title: President or Vice President



Name: Keith Knauerhase
Title: Secretary or Treasurer



Name: Mark D. Shepard
Title: Attorney

FOR CECIL TOWNSHIP,
WASHINGTON COUNTY,
PENNSYLVANIA:


Name: Donald Gennuso
Title: Township Manager

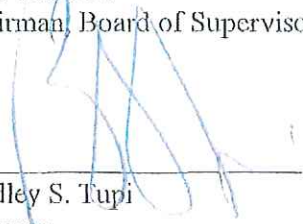
FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:


Kevin Halloran
Environmental Program Manager
Environmental Cleanup Program


Edward S. Stokan
Assistant Regional Counsel



Name: Tom Casciola
Title: Chaitman, Board of Supervisors



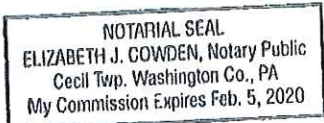
Name: Bradley S. Tupi
Title: Attorney

JURAT Page

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF WASHINGTON :

On this 12th day of DECEMBER, 2017, before me, a Notary Public, the undersigned officer personally appeared, Donald Gennuso, who acknowledged himself to be the Township Manager of Cecil Township, a Second Class township organized and existing under the laws of the Commonwealth of Pennsylvania, and that he as such Township Manager, being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing on behalf of the Township as its Township Manager.

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

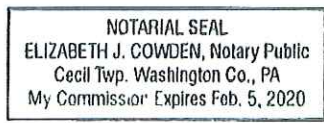


[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF (WASHINGTON) :

On this 12th day of DECEMBER, 2017, before me, a Notary Public, the undersigned officer personally appeared, Tom Casciola, who acknowledged himself to be the Chairman, Board of Supervisors of Cecil Township, and that he as such Chairman, Board of Supervisors of Cecil Township being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing on behalf of the corporation by himself as Chairman, Board of Supervisors of Cecil Township.

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



[Signature]
Notary Public

JURAT Page

STATE OF CONNECTICUT

COUNTY OF Hartford SS: Bloomfield

On this 27 day of December, 2017, before me, a Notary Public, the undersigned officer personally appeared, Keith Knauerhase, who acknowledged himself to be the Secretary of ABB, Inc., a Delaware corporation, and that he being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing on behalf of the corporation by himself as Secretary.

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

PATRICIA MARIE KELLY
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 1/31/2022

Notary Public

Patricia Marie Kelly
Patricia Marie Kelly

STATE OF NEW YORK

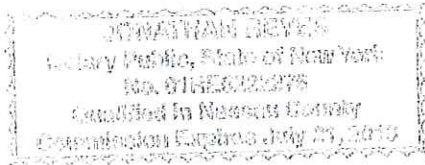
COUNTY OF Nassau

On this 28th day of December, 2017, before me, a Notary Public, the undersigned officer personally appeared, Rick Ramirez, who acknowledged himself to be the Vice President of ABB, Inc., a Delaware corporation, and that he being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing on behalf of the corporation by himself as Richard (Rick) Ramirez

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

Notary Public

[Signature]



JURAT Page

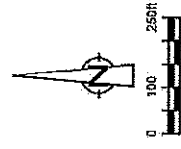
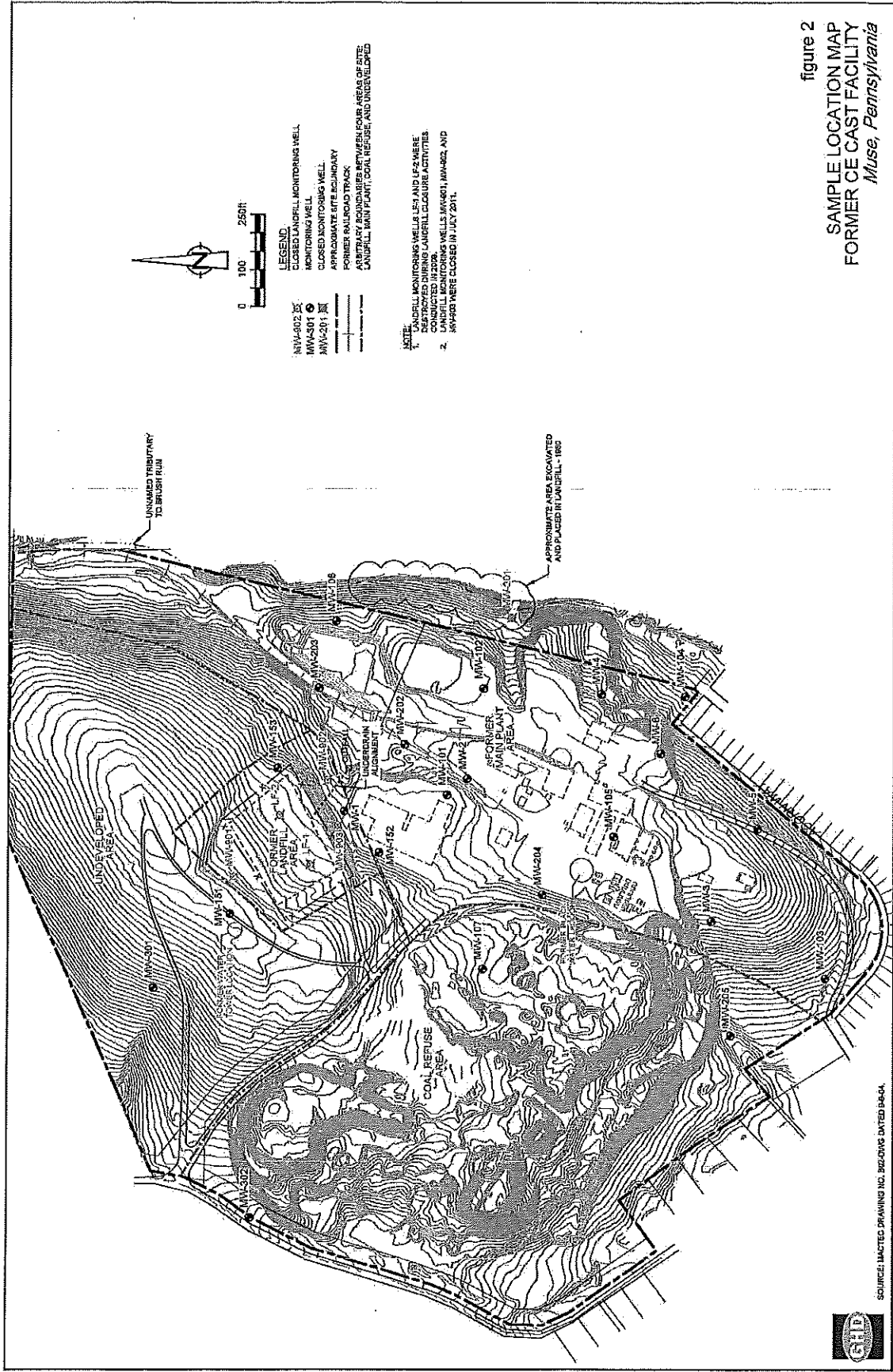
COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF ALLEGHENY :

On this 8th day of January, 2018, before me, a Notary Public, the undersigned officer personally appeared, Kevin Halloran, who acknowledged himself to be the Environmental Program Manager, Environmental Cleanup Program of the Pennsylvania Department of Environmental Protection, and that he as such Environmental Program Manager, Environmental Cleanup Program being authorized to do so, executed the Consent Order and Agreement for the purpose therein contained by signing on behalf of the Department by himself as Environmental Program Manager, Environmental Cleanup Program.

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

Cassandra A. Fritch
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cassandra A. Fritch, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 3, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



LEGEND:
 CLOSED LANDFILL MONITORING WELL
 MONITORING WELL
 CLOSED MONITORING WELL
 APPROXIMATE SITE BOUNDARY
 FORMER RAILROAD TRACK
 ARBITRARY BOUNDARIES BETWEEN FOUR AREAS OF SITE: LANDFILL, MAIN PLANT, COAL REFUSE, AND UNDEVELOPED

NOTE:
 LANDFILL MONITORING WELLS 1 AND 2 WERE DESTROYED DURING LANDFILL CLOSURE ACTIVITIES CONDUCTED IN 2009.
 LANDFILL MONITORING WELLS MW-187, MW-188, AND MW-189 WERE CLOSED IN JULY 2016.

figure 2
 SAMPLE LOCATION MAP
 FORMER CE CAST FACILITY
 Muse, Pennsylvania

EXHIBIT

1

tabbies

