COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:	:	The Clean Streams Law
	:	Storage Tank Act
	:	Land Recycling Act (Act 2)
Energy Transfer (R&M), LLC	:	
	:	
Atlantic Richfield Company	:	
	:	
Allegheny Cold Storage Site	:	
5733 Butler Street	:	
Pittsburgh, Allegheny County, PA	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement ("Consent Order and Agreement"), is entered into this 24th day of November, 2025, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and Energy Transfer (R&M), LLC , f/k/a Sunoco Inc. (R&M), LLC ("Sunoco"), and the Atlantic Richfield Company ("Atlantic Richfield"). (Sunoco and Atlantic Richfield are each a "Respondent.")

FINDINGS

The Department has found and determined the following findings, which Respondents agree are true and correct:

Authority

A. The Department is the agency with the duty and authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1 - 691.1001 ("CSL"); the Storage Tank and Spill Prevention Act, the Act of July 6, 1989, P.L. 169, No. 32, *as amended*, 35 P.S. §§ 6021.101-6021.2104 ("Storage Tank Act"); the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, P.L. 4, No. 1995-2, 35 P.S. §§ 6026.101 - 6026.909 ("Act 2"); Section 1917-A of the Administrative Code of 1929, Act of

April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code"); and the rules and regulations promulgated thereunder.

Background

B. Energy Transfer Marketing & Terminals L.P., *f/k/a* Sunoco Partners Marketing & Terminals L.P., currently owns and operates a finished petroleum product distribution terminal at property located at 5733 Butler Street, in Pittsburgh, Allegheny County, Pennsylvania, and identified as Tax Parcel ID 120-J-300 ("Terminal Property"). Allegheny Cold Storage Company, Inc. ("Allegheny Cold Storage Company") currently owns and operates property located adjacent and to the north of the Terminal Property and identified as Tax Parcel ID 120-J-250 ("Allegheny Cold Storage Property"). UPMC currently owns and operates a remote parking lot for UPMC Children's Hospital located northwest of the Terminal Property and identified as Tax Parcel ID 119-M-100 and 119-M-110-0-1 ("UPMC Property"). The three Properties are bracketed by the Allegheny River to the north and Butler Street to the south.

C. The Terminal Property is comprised of approximately 16.345 acres. It serves as a terminal for storage and distribution of refined petroleum products. The Terminal Property was formerly owned by Standard Oil Company (until 1892); Atlantic Refining Company (later, the Atlantic Richfield Company) (1892-1985); Atlantic Refining & Marketing Company, Sun Company, Inc. (R&M) (later, Sunoco, Inc. (R&M *n/k/a* Energy Transfer (R&M), LLC) (1988-2011); and Sunoco Partners Marketing & Terminals L.P. *n/k/a* Energy Transfer Marketing & Terminals L.P. (2012-present).

D. The Allegheny Cold Storage Property is comprised of approximately 4.19 acres. The Allegheny Cold Storage Property was used for petroleum storage from at least 1872 to approximately 1907 and as a petroleum loading (drum filling) plant until approximately 1966. In or about 1967, the Allegheny Cold Storage Company purchased the Allegheny Cold Storage

Property and redeveloped it as a cold storage and distribution facility and, through June 2025, continued to operate it as such. The Allegheny Cold Storage Company facility was constructed on the Allegheny Cold Storage Property formerly owned by: Standard Oil Company (until 1892); Atlantic Refining Company (later, the Atlantic Richfield Company) (1892-1967); and the Allegheny Cold Storage Company (1967-present).

E. The UPMC Property is comprised of approximately 13.4 acres. It serves as a remote parking lot for the UPMC Children's Hospital. The two parcels that make up the UPMC Property were variously used over time as a railyard, for car casting operations, and for warehousing and storage. Various entities have held title to the parcels, most recently, Soaring Eagle Partners, LP (1997-2007); and UPMC (2007-present).

F. From 1868 to 1930, the Terminal Property, the Allegheny Cold Storage Property and the UPMC Property were part of the Standard Oil/Atlantic Refining refinery.

G. The Site ("Site") consists of three principal areas of contamination and, for each area, includes the area's source of contamination and the full vertical and horizontal extent of contamination at and emanating therefrom ("Area of Contamination"), including: (a) petroleum hydrocarbon contamination at and emanating from the Terminal Property, which was first discovered in connection with aboveground storage tank releases in 1977 and 1978 and that has since been found in soil and groundwater ("Terminal Property Contamination"); (b) heavier-end petroleum releases that in some instances appear like tar, located primarily along the Allegheny River shoreline on the Allegheny River sides of the Allegheny Cold Storage and UPMC Properties and generally appearing as black to dark brown, semi-solid, separate-phase material ("Tar Contamination"); and (c) a petroleum sheen that has been present and continues to appear along the Allegheny River bank, primarily between the Allegheny Cold Storage Property and the UPMC

Property ("Sheen Contamination"). For purposes of this Consent Order and Agreement, the Terminal Property Contamination and Tar Contamination shall not include the Allegheny River, except that the Tar Contamination includes surface lands up to the eastern shoreline of the Allegheny River (including some tar occasionally observed in sediments below the high-water mark of the Allegheny River) along the Allegheny Cold Storage Company and UPMC properties.

Sunoco's Past Remediation Activities at the Site

H. Through the present, Energy Transfer (R&M), LLC, on its own or through its affiliate, Terminal Operations, a series of Evergreen Resources Group, LLC, has conducted various investigations and remedial actions in respect to the Terminal Property Contamination. These investigations include but are not limited to the installation of approximately 120 monitoring and recovery wells, piezometers, and extraction points, of which 79 remain in existence. In addition, multiple soil boring events, cone penetrometer surveys, and vapor investigations have been conducted. These investigations identified the presence of predominantly light-end liquid phase hydrocarbons, as well as associated impacts to soil and groundwater, with some petroleum constituents exceeding Act 2 used aquifer, non-residential medium-specific concentrations.

I. On October 10, 1996, Sunoco submitted a Remedial Action Plan to the Department pursuant to the Corrective Action Process under the Storage Tank Act, at 25 Pa. Code Chapter 245, Subchapter D. The Department subsequently approved Energy Transfer (R&M), LLC's Remedial Action Plan. Based on the Remedial Action Plan and prior remedial feasibility studies, Sunoco installed separate remedial systems at the Site using a combination of liquid phase hydrocarbon skimming pumps and soil vapor extraction from existing and new extraction wells on-site and at off-site downgradient properties. The systems targeted six separate remedial areas. The remedial systems were activated between 1995 and 1998 and operated, in part, until 2008.

Sunoco has also undertaken liquid phase hydrocarbon recovery from monitoring and recovery wells installed on the Site.

J. On May 29, 2007, the Department advised Sunoco of the reappearance of the Sheen Contamination on the Allegheny River. At the Department's request and pending additional sheen source investigations, Sunoco installed oil-sorbent booms to contain the Sheen Contamination.

K. In 2008 and 2009, Sunoco upgraded soil vapor extraction systems at the Terminal Property. Sunoco's soil vapor extraction systems have recovered more than 25,000 gallons of hydrocarbons. Since 1991, Sunoco has used pneumatic pumps, belt skimmers, and/or hand bailing at monitoring wells to recover approximately 29,000 additional gallons of liquid phase hydrocarbons and/or petroleum-impacted groundwater.

L. On January 15, 2018, at the Department's request, and pending additional sheen source investigations, Sunoco submitted a Remedial Action Plan Addendum to further address the Sheen Contamination on the Allegheny River near the ALCOSAN 57th Street outfall. As called for by the Department-approved Remedial Action Plan Addendum, Sunoco: (i) installed soil borings and monitoring wells to further assess possible sources of the Sheen Contamination; (ii) installed additional belt skimmers; and (iii) initiated weekly inspection and boom repositioning/replacement at the outfall to further contain Sheen Contamination observed in that area.

M. In December 2021, as a component of its Terminal Property investigation, Sunoco installed four additional soil borings at the Site, which in February 2022 it converted to monitoring wells due to the presence of liquid phase hydrocarbons. By letter dated May 31, 2022, *inter alia,* the Department requested submission of a site characterization report for the Terminal Property Contamination.

N. In November 2022, per the Department's May 31, 2022 request, Sunoco submitted for Department approval a Site Characterization Report and Revised Remedial Action Plan. The Site Characterization Report and Revised Remedial Action Plan summarized completed subsurface investigations at the Terminal Property and the Allegheny Cold Storage Property. By letter dated February 17, 2023, the Department disapproved Sunoco's Site Characterization Report and Revised Remedial Action Plan and requested that Sunoco propose additional remedial measures to contain and remediate the Sheen Contamination.

O. In May 2023, Sunoco submitted for Department approval a Revised Site Characterization Report and Revised Remedial Action Plan which the Department disapproved.

P. To address the Department's August 15, 2023 request, and pending additional sheen source investigations, Sunoco installed and has since been maintaining a permanent/rigid boom along approximately 600 feet of Allegheny River shoreline both upstream and downstream of the ALCOSAN 57th Street Outfall, to collect and contain the Sheen Contamination.

Q. On December 4, 2023, the Department sent Sunoco a Notice of Violation citing the Sheen Contamination on the Allegheny River as an unpermitted discharge in violation of Sections 401 and 402 of The Clean Streams Law, 35 P.S. §§ 691.401 and 402. The Department also sent a Notice of Violation to the Atlantic Richfield Company. *See* Paragraph X, *infra*. Subsequently, the Parties have been engaged in ongoing discussions in connection with the Notices of Violation and a Site-specific response to the Sheen Contamination.

R. In March 2024, Sunoco submitted for Department approval a Second Revised Site Characterization Report and Revised Remedial Action Plan, which was rejected by the Department.

S. On September 6, 2024, Sunoco submitted for Department approval a Third Revised Site Characterization Report and Revised Remedial Action Plan.

T. By letter dated December 4, 2024, the Department approved Sunoco's Third Revised Site Characterization Report and Revised Remedial Action Plan for the Site as to the following proposed actions at the Site: source area excavation, installation of product recovery canisters, soil vapor extraction upgrades, and a permanganate injection strategy.

U. Exhibit A contains a summary of actions Sunoco asserts it has taken in connection with the Sheen Contamination.

Atlantic Richfield's Past Remediation Activities at the Site

V. On June 27, 1997, the Department approved the Atlantic Richfield's plan to excavate the Tar Contamination then present along the Allegheny River shoreline on the Allegheny Cold Storage Company and UPMC Properties. Atlantic Richfield conducted its Department-approved remedial excavation work in September 1997. Atlantic Richfield's remedial excavation extended approximately 110 feet east upstream and 425 feet west downstream of the ALCOSAN 57th Street sewage outfall. Atlantic Richfield removed a total of 525 tons of Tar Contamination from the Allegheny riverbank.

W. In November 1997, Atlantic Richfield submitted a closure report to the Department describing its remedial excavation work. Following the Department's inspection of the remediated area, the Department confirmed via a February 13, 1998 letter that the remediation activities were conducted in accordance with the June 27, 1997 plan Atlantic Richfield submitted to the Department.

X. On December 6, 2023, the Department's Clean Water Program sent Atlantic Richfield a Notice of Violation citing the Sheen Contamination on the Allegheny River as an unpermitted discharge in violation of Sections 401 and 402 of The Clean Streams Law, 35 P.S. §§

691.401 and 402. The Department also sent Sunoco a Notice of Violation. *See* Paragraph Q, *supra*. Subsequently, the Parties have been engaged in ongoing discussions in connection with the Notices of Violation and a Site-specific response to the Sheen Contamination.

Y. On August 29, 2024, Atlantic Richfield submitted a Remedial Investigation Work Plan to the Department describing its plan to investigate the Tar Contamination collected along the Allegheny River shoreline. The Remedial Investigation Work Plan proposed test pits; soil borings; and liquid phase hydrocarbon, sheen, leachate, and background sampling.

Z. On September 25, 2024, the Department provided comments on Atlantic Richfield's proposed Remedial Investigation Work Plan.

AA. Atlantic Richfield's Remedial Investigation Work Plan describes how it will collect soil and water samples from the area along the Allegheny riverbank in order to evaluate and characterize the source, location, and extent of potential Tar Contamination. The results of Atlantic Richfield's remedial investigation under the Remedial Investigation Work Plan will enable excavation of the Tar Contamination.

Interim Sheen Management Plan

BB. On July 23, 2025, Respondents submitted to the Department, for review and approval, an Interim Sheen Management Plan ("Interim Sheen Management Plan") proposing interim remedial measures to address the Sheen Contamination. The Interim Sheen Management Plan, as approved by the Department, is attached as Exhibit B.

The Department's Response Costs

CC. Through June 30, 2025, the Department has incurred response costs at the Site in the amount of $14,329.23.

Violations

Respondents' Violations of CSL

DD. Respondents' release of petroleum products to waters of the Commonwealth at and adjacent to the Site constitutes "pollution" within the meaning of Section 101 of the Clean Streams Law, 35 P.S. § 691.101, and is a violation of and/or subject to abatement pursuant to, *inter alia*, Sections 401, 402, 601 and 610 of the Clean Streams Law, 35 P.S. §§ 691.401, 691.402, 691.601 and 691.610. The condition of the Site as a result of such release(s) constitutes unlawful conduct as defined by Section 611 of the CSL, 35 P.S. § 691.610, for which each Respondent is liable for abatement.

EE. Pursuant to CSL Sections 401, 601 and 611, 35 P.S. §§ 691.3, 691.401, 691.601, and 691.611, an unpermitted discharge of pollution, including petroleum products, into Pennsylvania waters creates a danger of pollution and constitutes a public nuisance.

FF. Pursuant to Sections 601, 610, and 701 of the CSL, 35 P.S. §§ 691.601, 691.610, and 691.701, the Department is authorized to recover the costs of abatement from those who have caused a public nuisance.

Sunoco's Violations of Storage Tank Act

GG. Sunoco's release of finished petroleum products from a regulated aboveground storage tank at the Terminal Property ("Sunoco Release") constitutes unlawful conduct as defined by Section 1310 of the Storage Tank Act, 35 P.S. § 6021.1310, making Sunoco responsible to investigate and remediate the release to ensure protection of the community and environment pursuant to, *inter alia*, Sections 1302, 1304, and 1309 of the Storage Tank Act, 35 P.S. §§ 6021.1302, 1304, and 1309.

HH. Pursuant to Section 1304 of the Storage Tank Act, 35 P.S. § 6021.1304, the Sunoco Release constitutes a public nuisance.

II. Pursuant to Section 1302 of the Storage Tank Act, 35 P.S. § 6021.1302, the Department is authorized to recover the costs of abatement from those who have caused a public nuisance.

JJ. Sunoco is liable for eligible Department response costs incurred and to be incurred to abate any public nuisance associated with the Sunoco Release, together with applicable interest, pursuant to Section 1302 of the Storage Tank Act, 35 P.S. § 6021.1302.

Administrative Code

KK. Pursuant to Section 1917-A(1) of the Administrative Code, 71 P.S. § 510-17(1), the Department is authorized to abate or take other action to remove any condition which is declared to be a nuisance by any law administered by the Department.

LL. Pursuant to Section 1917-A(5) of the Administrative Code, 71 P.S. § 510-17(5), the Department is authorized to recover the expense of abatement or removal of a nuisance from the owner or occupant of the subject property.

MM. Respondents each are liable to the Department, based on their respective current and/or past ownership and/or occupancy of the Site, for the Department's eligible costs to abate or remove a public nuisance thereon, together with applicable interest, pursuant to Sections 1917-A(1) and (5) of the Administrative Code, 71 P.S. §§ 510-17(1) and (5).

Settlement

NN. The Department and Respondents have engaged in extensive discussion regarding the need to address promptly and comprehensively the Site's contamination in order to protect the environment and surrounding community. The Department's settlement with Respondents is both practicable and in the public interest.

ORDER

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

1. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5, 316, 402, and 610 of the CSL, 35 P.S. §§ 691.5, 691.316, 691.402, and 619.610; Sections 1302, 1303, 1304, 1305, 1308, and 1309 of the Storage Tank Act, 35 P.S. §§ 6021.1302, 6021.1303, 6021.1304, 6021.1305, 6021.1308, and 6021.1309; Section 104(b) of Act 2, 35 P.S. §§ 6026.104(b); and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. The failure of a Respondent to comply with any term or condition of this Consent Order and Agreement shall subject the Respondent to all penalties and remedies provided under applicable law.

FINDINGS

2. As to the findings found and determined by the Department in Paragraphs A through NN:

a. In any matter or proceeding between Respondents and the Department, Respondents shall not challenge or deny the Department's assertion of the truth, accuracy, or validity of Paragraphs A through NN, above.

b. The Parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

SUNOCO'S OBLIGATIONS FOR REMEDIATING TERMINAL PROPERTY CONTAMINATION

3. As respects the Terminal Property Contamination, Sunoco shall investigate and implement appropriate corrective actions to attain and demonstrate compliance with one or a combination of the three Act 2 cleanup standards by completing the Corrective Action Process under the Storage Tanks Act, at 25 Pa. Code, Chapter 245, Subchapter D, as follows:

a. Pursuant to 25 Pa. Code § 245.312, Sunoco shall undertake and complete the Revised Site Characterization Report and Revised Remedial Action Plan consistent with the Department's December 4, 2024, approval letter and according to the Department-approved schedule of implementation.

b. Pursuant to 25 Pa. Code § 245.313, when Sunoco has attained the selected Act 2 cleanup standard(s), Sunoco shall submit to the Department for review and approval a Remedial Action Completion Report. The Department shall review the Remedial Action Completion Report within a time frame the Department believes necessary. Following its review, the Department will deliver written notice to Sunoco of its approval of the Remedial Action Completion Report or, in a disapproval letter, any deficiencies. Respondent Sunoco shall submit a revised Remedial Action Completion Report addressing all deficiencies cited by the Department within the time frame set forth in the Department's disapproval letter, or according to such other schedule agreed to in writing by the Department and Sunoco.

c. Upon approval by the Department, submissions for the Terminal Property Contamination made by Sunoco, including any Department-approved implementation schedules, shall become a part of this Consent Order and Agreement and be enforceable as such

d. Nothing herein is intended, nor shall it be construed to prevent Sunoco from pursuing a separate Act 2 submission with respect to the Allegheny Cold Storage Property;

provided, however, that any such submission made on behalf of the Allegheny Cold Storage Property shall not alter Sunoco's obligations under this Consent Order and Agreement.

ATLANTIC RICHFIELD'S
OBLIGATIONS FOR REMEDIATING TAR CONTAMINATION

4. Atlantic Richfield shall address the Tar Contamination in accordance with the following schedule:

a. Remedial Investigation. Atlantic Richfield shall submit a Remedial Investigation Report characterizing the nature, extent, and location of the Tar Contamination by March 31, 2026. If circumstances arise that delay timely submission of a Remedial Investigation Report under this Paragraph, Atlantic Richfield may request a reasonable extension of the deadline, to which the Department will respond in writing.

b. Submission of Cleanup Plan. No later than thirty (30) days following the Department's approval of the Remedial Investigation Report, Atlantic Richfield shall submit to the Department for review and approval a Cleanup Plan, including a schedule of implementation.

c. Remediation.

1. In the event no permits are necessary to complete the remedial tasks included in the Cleanup Plan, Atlantic Richfield shall initiate the Cleanup Plan no later than thirty (30) days following the Department's approval of the Cleanup Plan. Atlantic Richfield shall complete the Cleanup Plan according to the Department-approved schedule of implementation.

2. If permits are necessary to complete the remedial tasks included in the Cleanup Plan, within fifteen (15) days of the Department's approval of the Cleanup Plan, Atlantic Richfield shall request a pre-application permit meeting with the Department for all permits necessary to complete the remedial tasks included in the Cleanup Plan. Within ninety (90) days of its pre-application meeting with the Department, or such other schedule as approved by

the Department to account for, *inter alia*, the issuance or publication of notices, Respondent(s) shall submit administratively complete applications for all permits necessary to complete the remedial tasks included in the Cleanup Plan. Within thirty (30) days of receiving all permits and approvals needed to complete a remedial task included in the Cleanup Plan, Respondent(s) shall initiate the remedial task for which the permits and approvals have been issued. Respondent(s) shall complete the Cleanup Plan according to the Department-approved schedule of implementation.

d. Closure Report. Atlantic Richfield shall submit a Closure Report, for Department review and approval, within one hundred and eighty (180) days of completing implementation of the Cleanup Plan.

RESPONDENTS' OBLIGATIONS FOR SHEEN CONTAMINATION

5. Respondents shall address the Sheen Contamination as follows.

a. Until a Revised Sheen Management Plan has been approved by the Department, as described below, Respondents shall implement the Interim Sheen Management Plan attached as Exhibit B according to the approved schedule of implementation. Inspection records shall be retained for at least five (5) years after the inspection date and made available to the Department upon request. Additionally, Respondents shall submit to the Department, within seven (7) days of the end of each calendar quarter, a Quarterly Report in the form of a table showing the dates of inspection, whether or not sheen was observed, and any actions taken. Quarterly Reports pursuant to this Paragraph shall be included in the quarterly Progress Reports submitted pursuant to Paragraph 8, which shall be submitted via electronic mail to the Department's Compliance Specialist for the Environmental Cleanup Program, consistent with Paragraph 33, with a copy uploaded to the Department's OnBase system. Instructions for the Department's OnBase system can be found at:

https://www.dep.pa.gov/DataandTools/Pages/Application-Form-Upload.aspx.

b. Respondents shall jointly attain and demonstrate compliance with one of the three Act 2 cleanup standards in respect to the full vertical and horizontal extent of the Sheen Contamination in accordance with the following schedule:

1. Within thirty (30) days of the execution of the Parties' full execution of this Consent Order and Agreement ("Effective Date"), Respondent(s) shall submit to the Department a Notice of Intent to Remediate.

2. Within one hundred eighty (180) days of the Effective Date, Respondent(s) shall submit for Department review and approval a Remedial Investigation Report with respect to the Sheen Contamination. The Remedial Investigation Report shall conform to the Department's current Act 2 Technical Guidance Manual and shall include, but not be limited to:

(a) As applicable, a conceptual site model for geology and hydrogeology and the existing groundwater monitoring network.

(b) A summary of sampling of groundwater, surface water, sediment, soil, and all other investigated media, including location, frequency, and parameters.

(c) Delineation of the lateral and vertical extent of all soil, sediment, and groundwater contamination associated with the Area of Contamination.

(d) Additional proposed investigative measures to address historical data gaps, if any.

3. No later than thirty (30) days following the Department's approval of the Remedial Investigation Report, Respondent(s) shall submit to the Department for review and approval a schedule for the submission of a Cleanup Plan with respect to the Sheen Contamination ("Sheen Contamination Cleanup Plan"), including a schedule of implementation,

and, if necessary, a schedule for the submission of a Risk Assessment Report. The Sheen Contamination Cleanup Plan and Risk Assessment Report shall conform to the Department's Technical Guidance Manual.

4. The Sheen Contamination Cleanup Plan shall include a Revised Sheen Management Plan ("Revised Sheen Management Plan"), which shall revise the Interim Sheen Management Plan to include the installation and maintenance of physical barriers and/or other control measures and/or techniques to more effectively contain and remove sheen at the Allegheny River shoreline where it appears, before it can enter Allegheny River flow. The Revised Sheen Management Plan shall include a schedule for implementation, including a schedule for submission of any required permit applications. The Revised Sheen Management Plan shall include a schedule for inspecting the control measures, removing sheen, and documenting inspections. Respondent(s) shall implement and thereafter operate and maintain the Revised Sheen Management Plan once approved by the Department and in accordance with the schedule approved by the Department.

5. Within fifteen (15) days of the Department's approval of the Sheen Contamination Cleanup Plan, including its schedule of implementation, and, if submitted, the Risk Assessment Report, Respondent(s) shall request a pre-application permit meeting with the Department for all permits necessary to complete the remedial tasks included in the Sheen Contamination Cleanup Plan. Respondents shall submit the request in writing to the Compliance Specialist for the Department's Environmental Cleanup Program, consistent with Paragraph 33.

6. Within ninety (90) days of its pre-application meeting with the Department, or such other schedule as approved by the Department to account for, *inter alia*, the issuance or publication of notices, Respondent(s) shall submit administratively complete

applications for all permits necessary to complete the remedial tasks included in the Sheen Contamination Cleanup Plan.

7. Within thirty (30) days of receiving all permits and approvals needed to complete a remedial task included in the Sheen Contamination Cleanup Plan, Respondent(s) shall initiate the remedial task for which the permits and approvals have been issued.

8. In the event no permits are necessary to complete the remedial tasks included in the Sheen Contamination Cleanup Plan, Respondent(s) shall initiate the Sheen Contamination Cleanup Plan no later than thirty (30) days following the Department's approval of the Cleanup Plan and, if submitted, the Risk Assessment Report.

9. Respondent(s) shall complete the Sheen Contamination Cleanup Plan according to the Department-approved schedule of implementation.

10. Within one-hundred eighty (180) days of completing implementation of the Sheen Contamination Cleanup Plan and attainment of the Act 2 remediation standard identified therein, Respondent(s) shall submit to the Department, for its approval, a Final Report ("Final Report") pursuant to Act 2. The Final Report shall be administratively complete and comply in all respects with all applicable Act 2 requirements. The Final Report shall conform to the Technical Guidance Manual and shall include, but not be limited to, the following requirements:

c. Documentation of the completion of all relevant remedial activities included in the approved Sheen Contamination Cleanup Plan, as well as documentation confirming the correction of any violation of applicable law cited by the Department as ineligible for Act 2 cleanup, pursuant to Section 905(a) of Act 2, 35 P.S. §§ 6026.905(a).

d. To the extent applicable, a draft environmental covenant that contains all necessary activity and use limitations and that complies in all material respects with the content, notice, execution, and recording requirements pursuant to the Uniform Environmental Covenants Act, 27 Pa. C.S. §§ 6501 - 6517, and all Department regulations promulgated thereunder.

e. To the extent applicable, a draft Deed Acknowledgement with respect to any disposal of hazardous waste, as contemplated pursuant to 35 P.S. § 6018.405, and of hazardous substances, as contemplated pursuant to 35 P.S. § 6020.512(b), absent cleanup of the applicable Sheen Contamination to an Act 2 Background or Residential Statewide Health Standard.

f. To the extent applicable, a Post-Remediation Care Plan, a Soil Management Plan, and a Health and Safety Plan that will address any necessary operation and maintenance duties, including those related to engineering and institutional controls, and that will include a listing of any groundwater monitoring wells that will be maintained for any post-remediation groundwater monitoring.

g. Within ninety (90) days of the Department's approval of the Final Report, Respondent(s) shall properly abandon any groundwater monitoring wells that were not designated to remain in use as part of the Post-Remediation Care Plan.

h. Within thirty (30) days of the Department's approval of any draft Environmental Covenant and Acknowledgement of Disposal, Respondent(s) shall submit such Environmental Covenant to the Department for the Department's execution.

i. Within thirty (30) days of the Department's execution of the Environmental Covenant, Respondent(s) shall record the Environmental Covenant and any approved Deed Acknowledgement at the Department of Real Estate for Allegheny County and upload a copy of the recorded Environmental Covenant and Acknowledgement of Disposal to the Department's

OnBase system. Instructions for the Department's OnBase system can be found at https://www.dep.pa.gov/DataandTools/Pages/Application-Form-Upload.aspx.

RESPONDENT COOPERATION

6. Respondents shall provide reasonable and timely cooperation to each other in the implementation of the obligations under this Consent Order and Agreement, such as the sharing of data, the provision of access to wells for sampling, and/or the transfer of control of the boom currently set in or staged adjacent to the Allegheny River for sheen management.

RESPONDENT SUBMISSIONS

7. In regard to all submissions made by Respondent(s) to the Department under this Consent Order and Agreement, Respondent(s) shall correct all deficiencies cited by the Department within the time set forth in the Department's notice of deficiency or according to such other schedule agreed to in writing by the Department and Respondent(s). Upon approval by the Department, a submission made by Respondent(s), including any Department-approved implementation schedules, shall become a part of this Consent Order and Agreement and shall be enforceable as such. All submission made to the Department shall be made via electronic mail to the Department's Compliance Specialist for the Environmental Cleanup Program, consistent with Paragraph 33, with a copy uploaded to the Department's OnBase system.

PROGRESS REPORTS

8. Either jointly or individually, Respondent(s) shall submit quarterly progress reports ("Progress Reports") to the Department documenting their joint or respective separate efforts to comply with their obligations under this Consent Order and Agreement. Qualified Professionals shall prepare the progress reports. The Progress Reports shall be submitted to the Department by the last day of April, July, October, and January. As indicated in Paragraphs 5(a) and 7, the Progress Reports shall be submitted via electronic mail to the Department's Compliance Specialist

for the Environmental Cleanup Program, consistent with Paragraph 33, with a copy uploaded to the Department's OnBase system. The Progress Reports shall include inspection reports completed under the Interim or Revised Sheen Management Plan and a summary of sheen stipulated penalties due. The quarterly Progress Reports shall include but not be limited to:

a. A description of the actions that have been taken toward achieving compliance with this Consent Order and Agreement.

b. All inspection reports completed under the Interim or Revised Sheen Management Plan and a summary of Sheen-related stipulated penalties due.

c. A description of activities scheduled for the next quarter.

d. A description of problems or delays encountered or anticipated regarding performance of the activities required by this Consent Order and Agreement; and

e. A description of all material non-compliance or incidents of non-compliance with respect to the requirements of this Consent Order and Agreement, except that an immediate report shall be made to the Department in the instance of non-compliance or other circumstance of an urgent nature.

SITE ACCESS

9. With respect to their own respective real estate holdings, Respondents shall give the Department access to such portions of the Site which are within their control, so that the Department, its employees, contractors, and agents are able to: (i) monitor the progress of activities taking place at the Site pursuant to this Consent Order and Agreement; (ii) verify any data or information submitted to the Department pursuant to this Consent Order and Agreement; (iii) conduct investigations relating to newly discovered contamination at or near the Site for which Respondents are or might be responsible; (iv) obtain samples at the Site in furtherance of this Consent Order and Agreement; (v) inspect and copy records, operating logs, contracts, or other

documents which Respondents are required to maintain at the Site and which are reasonably required by the Department to assess a Respondent's compliance with this Consent Order and Agreement; and (vi) conduct whatever further investigative or remedial actions the Department believes warranted under applicable law with respect to the release of pollutants at or from the Site. The Department and Sunoco acknowledge that special safety protocols and procedures, security clearances for agents and contractors, and advance notice may and sometimes shall be required for access to certain areas at the Terminal Property, and that other clearances may and sometimes shall be required if the Department or its agents and contractors propose any type of invasive testing or excavations on the Terminal Property or in close proximity of its transfer and distribution pipelines.

RESPONDENTS' REIMBURSEMENT OF DEPARTMENT'S RESPONSE COSTS

10. Within sixty (60) days of the Effective Date, Respondents shall reimburse the Department $14,329.23 for response costs the Department has incurred at the Site through June 30, 2025. Respondents shall make payment by corporate check or the like, made payable to the "Commonwealth of Pennsylvania," and sent to the Compliance Specialist for the Department's Environmental Cleanup Program in accordance with Paragraph 33. Annually thereafter, the Department will submit to Respondents an invoice for those response costs it has incurred throughout the prior year. Within sixty (60) days of their receipt of the submitted invoice, Respondents shall reimburse the Department for its invoiced costs with payment by corporate check or the like, made payable to the Commonwealth of Pennsylvania," and sent to the attention of the Compliance Specialist for the Department's Environmental Cleanup Program, consistent with Paragraph 33.

RESPONDENTS' CIVIL PENALTY AND IMPLEMENTATION OF COMMUNITY ENVIRONMENTAL PROJECTS

11. Respondents consent to the assessment of a civil penalty of THREE MILLION THREE HUNDRED THOUSAND DOLLARS ($3,300,000) in settlement of the Department's claim for civil penalties for the violations set forth in Paragraphs DD through MM through the Effective Date. Of the $3,300,000 civil penalty, within sixty (60) days of the Effective Date, Respondents shall pay the Department TWO MILLION THREE HUNDRED THOUSAND DOLLARS ($2,300,000) by corporate check or the like made payable to the "Commonwealth of Pennsylvania" and sent to the attention of the Compliance Specialist for the Department's Environmental Cleanup Program, consistent with Paragraph 33. Respondents may divide this amount between themselves and pay the Department through separate corporate checks from each Respondent.

12. Of the $3,300,000 civil penalty, Respondents shall pay ONE MILLION DOLLARS ($1,000,000) by funding one or more Community Environmental Projects that have been reviewed and approved by the Department consistent with the following:

a. Within sixty (60) days of the Effective Date, Respondents shall establish an escrow account ("Escrow Account") and deposit therein $1,000,000 from which disbursements for funding a Department-approved Community Environmental Project shall be made. Respondents shall provide the Department with all information necessary to confirm the establishment of the Escrow Account and, on an ongoing basis, shall report any disbursements made from the Escrow Account in furtherance of completing a Community Environmental Project.

b. Within one-hundred twenty (120) days of the Effective Date, Respondents shall submit for Department review and approval a detailed proposal, schedule of implementation, and valuation for one or more Community Environmental Projects that will benefit the

environment and citizens of Pennsylvania impacted by the release of pollutants described in Paragraphs A through NN and for which Respondents are responsible. Respondents shall submit the proposal via electronic mail to the Compliance Specialist for the Department's Environmental Cleanup Program, consistent with Paragraph 33, with a copy uploaded to the Department's OnBase system. The proposal shall include, *inter alia*, a schedule of implementation not to exceed five years in duration, project valuation, and proposed project partners and outreach activities.

c. Respondents' proposal for and implementation of a Department-approved Community Environmental Project will comply in all respects with the requirements of the Department's April 19, 2014 Policy for the Consideration of Community Environmental Projects in Conjunction with Assessment of Civil Penalty, Document No. 012-4180-001, including:

1. Upon the Department's written approval of a proposed Community Environmental Project, Respondents shall submit a monthly report describing relevant dates and amounts as to any disbursement made from the Escrow Account in furtherance of completing an approved Community Environmental Project, including but not limited to details confirming the use of the disbursed funds and the progress of the Project. The Report shall be submitted to the Compliance Specialist for the Department's Environmental Cleanup Program, consistent with Paragraph 33, with a copy uploaded to the Department's OnBase system. Respondents shall provide the Department with any additional documentation or information requested by the Department. Respondents shall meet monthly with the Department, or as requested by the Department, to discuss all issues related to the funding and progress of the Project.

2. No funds utilized as part of a Department-approved Community Environmental Project shall be expended for Respondents' administrative or oversight costs, nor used to fulfill any activity required of Respondents under law. Respondents shall not deduct any

costs incurred in connection with or in any way associated with the Community Environmental Project for any tax purpose or otherwise obtain favorable tax treatment for those costs. No costs associated with the Community Environmental Project can be deducted as a business expense or charitable deduction for the purpose of federal, state, or local taxes. If requested to do so by the Department, Respondents shall submit an affidavit of the official responsible for the financial affairs of Respondents certifying that Respondents have not deducted or otherwise obtained favorable tax treatment of any of the costs of the Community Environmental Project.

3. Respondents agree that whenever it publicizes, in any way, a Community Environmental Project, they will state that the Project was "undertaken as part of the settlement of an enforcement action with the Commonwealth of Pennsylvania, Department of Environmental Protection."

d. Respondents shall pay the Department whatever portion of the $1,000,000 the Department does not approve for use by Respondents in their implementation of a Community Environmental Project. In addition, Respondents shall pay the Department whatever portion of the $1,000,000 Respondents report is surplus funds after completion of an approved Community Environmental Project or whatever portion they have not timely used according to a Department-approved schedule of implementation for an approved Community Environmental Project. Within thirty (30) days after the Department's written notice of disapproval of a Respondent proposal for a Community Environmental Project, written notice by the Department that a funds surplus is to be returned after completion of a Project, or written notice that Respondents' implementation of a Project has not complied with the Project's approved schedule of implementation, Respondents shall pay the Department whatever amount the Department has not approved or that constitutes a funds surplus or that Respondents have not timely used by corporate check or the like made

payable to the "Commonwealth of Pennsylvania" and sent to the attention of the Compliance Specialist for the Department's Environmental Cleanup Program, consistent with Paragraph 33.

STIPULATED PENALTIES

13. In the event a Respondent fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, the Respondent shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall be liable to pay to the Department a stipulated civil penalty in the amount determined under the following schedule:

a. FIVE HUNDRED DOLLARS ($500.00) per day for each requirement the Respondent has failed to fulfill

b. ONE THOUSAND DOLLARS ($1,000.00) per day for each day that a Respondent or the Department observes sheen escaping the booms into the Allegheny River. The sheen stipulated penalties shall be submitted quarterly concurrently with the Progress Reports required by Paragraph 8, above. The Progress Report shall include inspection reports completed under the Interim or Revised Sheen Management Plan and a summary of sheen-related stipulated penalties due.

14. All stipulated civil penalties shall be due automatically and without notice. All penalty payments shall reference the Site and shall be made by corporate check or the like, made payable to the "Commonwealth of Pennsylvania," and sent to the attention of the Compliance Specialist for the Department's Environmental Cleanup Program, consistent with Paragraph 33.

15. A Respondent's payment of any penalty under this Consent Order and Agreement shall neither waive the Respondent's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel the Respondent's compliance with the terms and conditions of this Consent Order and Agreement. The payment

resolves only the Respondent's liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

16. If the Department brings legal action against a Respondent to collect any stipulated penalty due under this Consent Order and Agreement, and prevails in such action, that Respondent shall reimburse the Department for its reasonable costs and expenses of such action, including but not limited to Department personnel costs and attorney's fees.

COVENANT NOT TO SUE BY THE DEPARTMENT

17. Upon the Effective Date, subject to Paragraphs 18 through 21, and only so long as a Respondent is in full compliance with this Consent Order and Agreement, the Department covenants not to sue or to take administrative action against the Respondent pursuant to CERCLA, the Hazardous Sites Cleanup Act (HSCA), the Solid Waste Management Act (SWMA), the CSL, the Storage Tank Act, the Administrative Code, or any other state or federal statutory or common law, for response actions the Department has taken at the Site, or for response costs related thereto, through the Effective Date.

ADDITIONAL REMEDIES

18. Additional Remedies.

a. In the event a Respondent fails to comply with any provision of this Consent Order and 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 Consent Order and Agreement.

b. The remedies provided by this Paragraph and Paragraphs 13 through 16 (Stipulated Civil Penalties) 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. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

RESERVATION OF RIGHTS

19. Notwithstanding any other provision of this Consent Order and Agreement, the covenant not to sue by the Department set forth in Paragraph 17 shall be null and void in the case of application of any of the reopeners listed in Section 505 of Act 2, 35 P.S. § 6026.505 and, in addition, shall not apply to the following claims by the Department against a Respondent for:

a. additional contamination at or from the Site that is not part of the contamination previously identified through the execution of this Consent Order and Agreement, or any contamination caused or contributed to by a Respondent at the Site subsequent to the execution of this Consent Order and Agreement; or

b. additional measures that are required to achieve compliance with applicable law.

LIABILITY OF OPERATOR

20. Notwithstanding any other provision of this Consent Order and Agreement, the covenant not to sue by the Department set forth in Paragraph 17 shall not apply to claims by the Department against a Respondent based on:

a. failure to meet the requirements of this Consent Order and Agreement.

b. past, present, or future violations of state or federal, civil or criminal, statutory or common law not addressed by this Consent Order and Agreement; and

c. future response actions at the Site pursuant to HSCA or other applicable law.

21. With regard to all matters not addressed in this Consent Order and Agreement, the Department specifically reserves all rights to institute equitable, administrative, civil, and criminal actions against a Respondent for:

a. any past, present, or future violations of any statute, regulation, permit or order.

b. any pollution or potential pollution to the air, land or waters of the Commonwealth of Pennsylvania; or

c. future response actions at the Site pursuant to CERCLA, HSCA, or other applicable law.

22. A Respondent shall be liable for its violations of this Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. A Respondent also shall be liable for its violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

TRANSFER OF SITE

23. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Site or any part thereof.

24. If a Respondent intends to transfer any legal or equitable interest in the Site which is affected by this Consent Order and Agreement, the Respondent shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Department of such intent, consistent with Paragraph 33.

EFFECT ON THIRD PARTIES

25. Nothing in this Consent Order and Agreement shall constitute or be construed as a release or covenant not to sue regarding any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the Department or a Respondent may have against any person who is not a party to this Consent Order and Agreement, or which the Respondents may have between themselves. The Department and the Respondents expressly reserve the right to sue or continue to sue any person who is not a party to this Consent Order and Agreement.

EXISTING OBLIGATIONS UNAFFECTED

26. Nothing set forth in this Consent Order and Agreement is intended, nor shall it be construed, to relieve or limit a Respondent's obligation to comply with any existing or subsequent statute, regulation, permit, or order. In addition, nothing set forth in this Consent Order and Agreement is intended, nor shall it be construed, to authorize any violations of any statute, regulation, permit, or order issued or administered by the Department.

ACKNOWLEDGMENT OF NO OBLIGATION

27. Respondents acknowledge that the Department has no obligation to defend either in any suit, demand, or claim for contribution for any matters arising out of a Respondent's violations of law or for any matters arising out of this Consent Order and Agreement.

REMEDIES FOR BREACH

28. In the event of any material breach of this Consent Order and Agreement, the Department may, in addition to any remedies prescribed herein, institute against a Respondent any equitable, administrative, or civil action, including an action to enforce this Consent Order and Agreement. These remedies 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.

COVENANT NOT TO SUE BY THE RESPONDENTS

29. Respondents covenant not to sue and shall not assert any claims, demands, or causes of action, in law or in equity, against the Commonwealth government, as that term is defined in 42 Pa. C.S.A. § 102, or any of its employees, officials, agents, or contractors, for any matters arising out of this Consent Order and Agreement. This covenant not to sue extends only to the Commonwealth government with regard to those matters addressed in this Consent Order and Agreement and does not extend to any other person.

FORCE MAJEURE

30. In the event that a Respondent is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement because of a strike, fire, flood, pandemic, act of God, or any other circumstance beyond the Respondent's control and which the Respondent, by the exercise of reasonable diligence, is unable to prevent, the Respondent may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond the Respondent's control. A Respondent's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

31. The Department will not consider an extension of time unless a Respondent notifies the Department within five (5) business days by telephone and within ten (10) business 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 individual 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

Respondent 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) business days of its submission. A Respondent's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render a force majeure claim null and of no effect as to the particular incident involved.

32. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by the Respondent and other information available to the Department. In any subsequent litigation, the Respondent 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.

CORRESPONDENCE

33. All correspondence with and submittals to the Department related to this Consent Order and Agreement shall reference the Site and shall be addressed to:

Compliance Specialist
Environmental Cleanup Program
Hazardous Sites Cleanup
Pennsylvania Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Phone: 412-442-4000

A copy of all correspondence with the Department concerning this Consent Order and Agreement shall reference the Site and shall be addressed to:

Edward S. Stokan, Esq.
Assistant Regional Counsel
Tyra Oliver, Esq.
Assistant Counsel
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Phone: 412-442-4240

E-mail: estokan@pa.gov and tyoliver@pa.gov

Unless the Department advises otherwise, a copy of all correspondence with and submittals to the Department related to this Consent Order and Agreement shall reference the Site and be uploaded to the Department's OnBase system.

34. All correspondence with and submittals to Energy Transfer (R&M), LLC related to this Consent Order and Agreement shall reference the Site and shall be addressed to:

Scott Cullinan, President
Evergreen Resources Group, LLC
2 Righter Parkway, suite 120
Wilmington, DE 19803
Phone: (302) 477-0189
E-mail: stcullinan@evergreenresmgt.com

A copy of all correspondence with Energy Transfer (R&M), LLC concerning this Consent Order and Agreement shall reference the Site and shall be addressed to:

Timothy J. Bergere, Esq.
Armstrong Teasdale LLP
2005 Market St.
One Commerce Square, 29th Floor
Philadelphia, PA 19103
Phone: 267-780-2024
E-mail: TBergere@atllp.com

All correspondence with and submittals to Atlantic Richfield related to this Consent Order and Agreement shall reference the Site and shall be addressed to:

Atlantic Richfield Company
Attn: Nicholas Onufrak, Liability Manager
P.O. Box 101925
Arlington, VA 22210
Phone: (443) 838-7143
Nicholas.Onufrak@bp.com

A copy of all correspondence with Atlantic Richfield concerning this Consent Order and Agreement shall reference the Site and shall be addressed to:

BP Legal
Attn: Nathan Block, Managing Counsel
501 Westlake Park Blvd.
Houston, TX 77079
Phone: (832) 619-4789
Nathan.Block@bp.com

and

Andrew T. Bockis, Esq.
Saul Ewing LLP
2 N. 2nd Street – 7th Floor
Harrisburg, PA 17101
Phone: (717) 257-7520
Andrew.Bockis@saul.com

A Respondent shall notify the Department whenever there is a change in the contact person's name, title, or address. In addition, the Respondents agree that the service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made electronically by email, by mailing a copy by certified mail, return receipt requested, or by any overnight delivery service with standard tracking, to its attorney, whose name and address are contained in this paragraph.

SEVERABILITY

35. The paragraphs of this Consent Order and 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.

ENTIRE AGREEMENT

36. This Consent Order and 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.

ATTORNEY FEES

37. Except as provided in Paragraph 16, the Parties shall bear their respective attorneys' fees, expenses, and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

MODIFICATION

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

TITLES

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

DECISIONS UNDER CONSENT ORDER

40. Any decision which the Department makes under the provisions of this Consent Order and Agreement, including a notice that stipulated civil penalties are due, is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which a Respondent may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

HAZARDOUS SITES CLEANUP ACT

41. Respondents agree that failure to comply with any provision constitutes a failure to comply with an "enforcement action" as provided in Section 1301 of the Hazardous Sites Cleanup Act, the Act of October 18, 1988, P.L. 756, 35 P.S. § 6020.1301.

TERMINATION

42. The obligations of this Consent Order and Agreement shall terminate as to a Respondent after the Respondent's fulfillment of all requirements for which it is responsible under

this Consent Order and Agreement, including payment of any stipulated penalties due pursuant to Paragraphs 13 through 16, and the Department's approved termination in writing.

EXECUTION IN COUNTERPARTS

43. This Consent Order and Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of the Respondents certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of the Respondent; that the Respondent consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that the Respondent hereby knowingly waives its right 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, 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; or any other provisions of law. Signature by the Respondent's attorney certifies only that the Consent Order and Agreement has been signed after consulting with counsel.

FOR ENERGY TRANSFER (R&M), LLC:

Name: Jim Wright
Title: EVP General Counsel + Chief Compliance Officer

/s/ Kevin R. Dunleavy

Kevin R. Dunleavy, Esq.
Attorney for Energy Transfer (R&M), LLC

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Eric A. Gustafson
Regional Director
Southwest Region

Edward S. Stokan, Esq,
Assistant Regional Counsel
Attorney for the Department

FOR ATLANTIC RICHFIELD COMPANY:

Name: Patricia Gallery
Title: President

Name: Jean Martin
Title: Corporate Secretary

Andrew T. Bockis, Esq.
Attorney for the Atlantic Richfield Company

FOR ENERGY TRANSFER (R&M), LLC:

Name:_____
Title:_____

Kevin R. Dunleavy, Esq.
Attorney for Energy Transfer (R&M), LLC

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Eric A. Gustafson
Regional Director
Southwest Region

Edward S. Stokan, Esq,
Assistant Regional Counsel
Attorney for the Department

FOR ATLANTIC RICHFIELD COMPANY:

DocuSigned by:
Patricia Gallery
925C3E73B8C74C0...

Name: Patricia Gallery
Title: President

DocuSigned by:
Jean Martin
82990246C1C4410...

Name: Jean Martin
Title: Corporate Secretary

Andrew T. Bockis, Esq.
Attorney for the Atlantic Richfield Company

FOR ENERGY TRANSFER (R&M), LLC:

Name:_____
Title:_____

Kevin R. Dunleavy, Esq.
Attorney for Energy Transfer (R&M), LLC

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Eric A. Gustafson
Regional Director
Southwest Region

/s/ Edward S. Stokan

Edward S. Stokan, Esq,
Assistant Regional Counsel
Attorney for the Department

FOR ATLANTIC RICHFIELD COMPANY:

Name: Patricia Gallery
Title: President

Name: Jean Martin
Title: Corporate Secretary

Andrew T. Bockis, Esq.
Attorney for the Atlantic Richfield Company

EXHIBIT A

Exhibit A

Summary of Recent Responsible Party Response/Remedial Measures Related to Legacy PH Impacts/Sheen Management

- Weekly PSH Recovery and boom evaluation - February 2018 through June 2025.
- Quarterly groundwater sampling for SVOCs - August 2022 to the present.
- Annual groundwater sampling for VOCs - August 2022 to the present.
- Installed/sampled 10 soil gas borings at the ACS property - 2022-2024.
- Completed 56 shallow hand auger borings as part of a riverbank tar evaluation – April 2023.
- Installed 600 feet of semi-rigid boom upstream and downstream of the 57th Street outfall for weekly maintenance – December 2023.
- Installed 14 soil borings on the terminal property between the rack area and the Falco 600 to delineate previous impacts and evaluate the source of impacts – August 2023.
- Installed 5 soil borings between the terminal ASTs and AVRR– August 2024.
- Collected product samples from the riverbank, selected wells, sheen and soils.
- Product Recovery Canister Feasibility testing was conducted to evaluate the efficiency of PRCs in free product removal - December 2023 through December 2024.
- Bench-Scale potassium permanganate feasibility testing was conducted, indicating a 2% permanganate solution would likely be the most effective injection concentration – August/September 2024.
- Installed product recovery canisters at the 17 selected onsite and offsite wells - January 2025.
- Weekly/Monthly/Quarterly canister evacuation, February 2025 to the present.
- Installed 18 SVE points at the terminal property, ACS and riverbank properties, February 2025.
- Compatibility permanganate injection test conducted at RW-6, RW-12 and MW-74, March 2025.
- Quarterly sampling and additional compatibility analyses on injection wells, March 2025.
- Boom inspection and repair (damage from ice) – April 2025.

- Soil gas sampling of 10 vapor points for methane at ACS, March and June 2025.
- Routine boom evaluation – June 2025 to the present.
- Installation of 6 remedial injection wells, July 2025.
- Installation of approximately 1,130 feet of subsurface system trenching, August 2025 - October 2025.
- Tie-in of 18 new and 26 existing SVE wells to remedial system, August 2025 – October 2025.
- Soil gas sampling of 10 vapor points for VOCs, September 2025.
- Initial Permanganate injection event, September 2025.
- Remedial excavation and removal of approximately 800 tons of gasoline-impacted soil from the rack area, September/October 2025.
- Backfill and resurfacing of the excavated soil in the rack area, November 2025.

EXHIBIT B

INTERIM SHEEN MANAGEMENT PLAN

CONTAINMENT BOOM

Approximately 600 feet of non-absorbent, semi-rigid containment boom was installed by Evergreen/Sunoco on December 21, 2023 at locations both upstream and downstream of the ALCOSAN outfall. The boom consists of 6-inch diameter closed-cell polyethylene foam floatation cylinders with an attached 12-inch skirting barrier rated for moderate current. Hydrocarbon-only sorbent booms were attached to the downstream portions of the containment boom for hydrocarbon recovery. The booms were anchored to the shoreline upstream and downstream of the areas producing a sheen and positioned approximately 15 feet offshore utilizing Danforth-style anchors.

On June 6, 2025, a replacement section of the upstream boom was installed, and the 4 lowermost Danforth-style anchors were replaced with 80 lb. weighted anchors.

UPDATED OPERATIONS AND MAINTENANCE

Until such time as the source of the sheen is identified and mitigated, Respondents will perform the following on three non-consecutive days per week, with preference given to days with high precipitation or high-flow conditions:

- Inspections, including photographs and/or video, of the pool area behind the sorbent boom and river area around the boom, for the presence of sheen;

- Adjustment of the boom positioning to ensure any sheen is captured by and/or maintained behind the boom; targeted deployment of additional sorbent materials (boom, pads, *etc*.) as necessary if recoverable amounts of sheen and/or LPH are present/observed in the pool area behind the boom, or along the shore of the riverbank in the outfall area.

- If conditions are favorable, an aerial drone survey will be considered to provide a visual record of sheening or the absence thereof.

- Determination of the Allegheny River stage, by reference to the USGS Aspinwall Gauging Station[1], to be recorded in the inspection log on those inspections when sheen is observed.

- Inspection of riverbank and bed morphology.

- Immediate notice to the Department in the event boom failure or other Site conditions pose an urgent, previously unknown threat to Commonwealth waters or other resources. Notice should be made via telephone and email to the Compliance Specialist for the Department's Environmental Cleanup Program (shensel@pa.gov; 412-442-4165) and to a Department attorney (estokan@pa.gov; 412-442-4249 or tyoliver@pa.gov; 412-442-4240).

RECENT REPAIRS

It was determined that due to the rocky bottom and relatively swift current upstream of the ALCOSAN outfall, the Danforth-style anchors could no longer effectively hold the river bottom, allowing for the booms to migrate in-shore during swift current events. Four anchors were replaced in June 2025. The two remaining Danforth- style anchors also have been replaced.

BMPs For Evaluation

Due to the fluctuations in the Allegheny River and presence of tar-like deposits below the high water mark, the semi-rigid booms combined with interior absorbent booms currently are the most effective method for containing and capturing the sheen, as it allows for some flexibility in adjusting for river levels and can generally be maintained from shore. Additional potential upgrades to be evaluated include:

- Extending the interior absorbent booms further upstream along the trace of the rigid boom (parallel to flow).

- Extending the interior absorbent booms to a higher elevation along the shoreline (to capture sheen along the downstream termination during high water events).

- Deploying remote, web-enabled camera(s) to observe sheen and boom conditions frequently and remotely in order to reduce on-site inspection frequency while maintaining vigilant monitoring of sheen and boom conditions.

- Investigating whether there is a breach in the concrete sewer pipe in the northwest corner of the Allegheny Cold Storage property that is providing a conduit for discharge from the sewer, mobilizing hydrocarbon along the river.

- Use of reactive mats that line the riverbank and bed to capture hydrocarbon prior to occurrence of sheen and provide delineation of hydrocarbon origination.

The River edge is steep and difficult to safely traverse in its current state. Atlantic Richfield is in the

[1] https://waterdata.usgs.gov/monitoring-location/USGS-03049681/#dataTypeId=continuous-00065- 0&period=P7D.

process of submitting a Chapter 105 permit application to PADEP to construct an access road to the area to characterize and ultimately remove the tar. As part of its remedial investigation report, Atlantic Richfield will evaluate the potential use of sheet piling as an interim or potential long-term remedy. Consideration of such remedy needs to be based upon the characterization of the sheen and an alternatives analysis. Preliminarily, the use of sheet piling could be complicated by the subaqueous interceptor sewer that crosses beneath the Allegheny River at the sheen location. The sheet pile barrier would intercept the sewer discharge without any outlet for the discharge. A sheet pile barrier would likely require recovery and hydraulic management behind the sheet pile barrier and influence the river morphology potentially resulting in riverbed instability. Such considerations are best addressed in the context of Respondents' respective remedial investigations following the current characterization work. Presumptive remedies without proper characterization of source pathways often result in failed remedies. Currently, there is insufficient site investigative data to define a final remedy.

Respondents' respective remedial investigation reports can consider potential alternatives for sheen mitigation as more information is developed and as may be necessary following further determination of sheen source material. This may include, for example:

- Permeable adsorptive barriers
    - Reactive core mat
    - Stream-bottom amendments (*e.g.*, AquaGATE)
    - Permeable adsorptive barrier trench / gate
    - Low permeability cover material (*e.g.*, AquaBLOK)
- In-situ stabilization
- Source control
- Groundwater gradient control
- Sewer modifications