

B. The Department has brought this action pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, *as amended*, 42 U.S.C. §§ 9601-9675, ("CERCLA"), 42 U.S.C. § 9607(a), and environmental laws of the Commonwealth of Pennsylvania, including the Hazardous Sites Cleanup Act ("HSCA"), 35 P.S. §§ 6020.101 – 6020.1305; the Solid Waste Management Act ("SWMA"), 35 P.S. §§ 6018.101 – 6018.1003; The Clean Streams Law ("CSL"), 35 P.S. §§ 691.1 – 691.1001; and Section 1917-A of the Administrative Code of 1929, 71 P.S. § 510-17. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over the Department's claims arising under Pennsylvania state law.

C. In its Complaint, the Department alleges that the Defendants are strictly and jointly and severally liable for the Department's response costs and accrued interest associated with the Site either as owner and/or operator of the Site at the time of a release of hazardous substances or as a generator of a hazardous substances who arranged for their disposal at the Site.

D. On November 22, 2024, the Court approved and entered as an Order of the Court a Consent Decree memorializing settlement between the Department and Defendant Arxada, LLC, requiring Arxada LLC to reimburse \$1.3 million towards the approximately \$2.4 million in response costs the Department incurred at the Site. Arxada has since made full reimbursement of \$1.3 million.

E. After extensive negotiation, and in an effort to minimize litigation, the Department and the Remaining Defendants, without admission of fact or liability, have agreed to enter into this Consent Decree. By approving this Consent Decree, the Court finds that settlement of the Department's claims against the Remaining Defendants furthers the public interest by minimizing prolonged and complicated litigation and that the Consent Decree is fair, reasonable, equitable, and consistent with public policy as manifested in CERCLA.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

JURISDICTION

1. The Court has jurisdiction over the subject matter of this action and the Parties hereto pursuant to Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 107 and 9613(b), and 28 U.S.C. §§1331 and 1367. Venue is proper in this Court pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. §§ 1391(b) and (c), because the release or threatened release of hazardous substances that gives rise to the Department's claims has occurred in this judicial district.

PARTIES BOUND AND EFFECT OF CONSENT DECREE

2. This Consent Decree constitutes an Order of the Court and is binding upon the Department and the Remaining Defendants, their members, agents, successors, and assigns.

3. The Remaining Defendants' agreement to the entry of this Consent Decree and/or the actions undertaken in accordance with this Consent Decree do not constitute, nor shall they be construed as, an admission of liability, wrongdoing, or misconduct on the part of the Remaining Defendants, their members, officers, employees or representatives. This Consent Decree, as well as any discussions or communications relating to this Consent Decree, shall not be offered or received into evidence in any action or proceeding, as an admission of liability, wrongdoing, responsibility, or misconduct on the part of the Remaining Defendants, their members, officers, employees, or representatives.

REMAINING DEFENDANTS' CERTIFICATION

4. By signing this Consent Decree, the Remaining Defendants certify, to the best of their knowledge and belief, that:

a. The Remaining Defendants have made reasonable inquiry about, and provided the Department with, all non-privileged information requested by the Department which

relates in any way to its ownership, operation, generation, treatment, transportation, storage, or disposal of hazardous substances, including the amount and toxicity of such hazardous substances, at or in connection with the Site; and

b. The Remaining Defendants have not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information relating to their potential liability regarding the Site since notification of potential liability or the filing of a suit against the Remaining Defendants relating to the Site.

REMAINING DEFENDANTS' AGREEMENT REGARDING REIMBURSEMENT OF DEPARTMENT'S RESPONSE COSTS

5. The Remaining Defendants agree to reimburse the Department for the remainder of its response costs only as follows:

a. The Remaining Defendants shall actively seek out a prospective purchaser for the Site whose intention is to repurpose the Site for positive and productive reuse.

b. The Site's owner, Defendant One Brewery Place, Inc., shall give the Department at least ninety (90) days written notice prior to any sale of the Site.

c. Any sale of the Site by One Brewery Place, Inc. shall:

i. require the purchaser and One Brewery Place, Inc. to enter into an Agreement with the Department memorializing sale of the Site and requiring the purchaser to timely achieve for the Site a cleanup standard under the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §§ 6026.101-6026.909 ("Act 2") by complying with all applicable Act 2 investigative, cleanup, and post-cleanup requirements, in exchange for which the purchaser will be accorded the cleanup liability protection provided under Section 501 of Act 2, 35 P.S. § 6026.501;

ii. require that the sale of the Site and the amount of its sale proceeds are

subject to the approval of the Department and that in any case the sale proceeds amount to greater than \$25,200, the Department agreeing that it shall not unreasonably withhold approval of the sale; and

iii. require that proceeds of the sale shall be paid directly to the Department.

d. The Department shall reimburse Paulo Agostinelli \$25,200 from proceeds of any sale of the Site by One Brewery Place, Inc., according to the December 9, 2024 Consent Order and Agreement between the Department and Paulo Agostinelli and Anthony Manjerovic in light of Paulo Agostinelli's subordination of his mortgage on the Site to the later mortgage filed by the Department.

e. Following payment to Paulo Agostinelli, the Department shall retain the balance of proceeds from the sale of the Site, in reimbursement for its outstanding response costs.

COVENANT NOT TO SUE BY DEPARTMENT

6. Subject to the reservation of rights provided in Paragraphs 9 through 11, and only so long as a Remaining Defendant is in full compliance with this Consent Decree, the Department covenants not to sue or to take administrative action against the Remaining Defendant, its affiliates, subsidiaries, parent companies and sponsors, and its and their respective members, officers, employees, representatives, agents, successors, and assigns, pursuant to CERCLA or any other state or federal statutory or common law, for response costs incurred or to be incurred; for response actions, including, without limitation, removal, prompt interim and/or remedial response actions; for civil penalties; for accrued interest; or for injunctive relief arising from the release or threatened release of hazardous substances at the Site. The Department's covenant not to sue shall

take effect upon the date of entry of the Consent Decree by the Court. The covenant not to sue does not extend to any action by the Department to enforce the terms of this Consent Decree.

COVENANT NOT TO SUE BY REMAINING DEFENDANTS

7. So long as the Department is in full compliance with this Consent Decree, the Remaining Defendants 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, members, officials, agents, or contractors, for any matters arising out of or in connection with the Site. The Remaining Defendants' covenant not to sue shall take effect upon the date of entry of the Consent Decree by the Court.

CONTRIBUTION PROTECTION

8. Subject to the rights the Department has reserved in Paragraphs 9 through 11, and so long as a Remaining Defendant is in full compliance with this Consent Decree, upon the entry of the Consent Decree by the Court, the Remaining Defendant will be considered a person that has resolved its liability to the Department for the Site and is eligible for protection from claims for contribution regarding matters addressed in this settlement, as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2) and Section 705(c)(2) of HSCA, 35 P.S. §6020.705(c)(2). This contribution protection is intended to be as broad as permissible under CERCLA and HSCA, and the "matters addressed" in this settlement encompass response costs incurred or to be incurred, response actions, civil penalties, or injunctive relief arising from the release or threatened release at the Site. The contribution protection shall take effect upon entry of the Consent Decree by the Court, extends only to each of the Remaining Defendants, its members, agents, successors, and assigns, and, as to a Remaining Defendant, shall terminate only upon the Remaining Defendant's failure to meet the requirements of the Consent Decree.

RESERVATION OF RIGHTS

9. Notwithstanding any other provision of this Consent Decree, the covenant not to sue by the Department set forth in Paragraph 6 shall be null and void as to a Remaining Defendant in the event that:

a. A Remaining Defendant or its officers, directors, employees, contractors or agents are found to have falsified information, reports, or data, or to have made a false representation or statement in a record, report, or document relating to the release or threatened release of hazardous substances at the Site;

b. Conditions at the Site previously unknown to the Department are discovered, or information previously unknown to the Department is received, and these previously unknown conditions or this previously unknown information, together with other relevant information, indicates that the Site's investigation or remediation as reflected in the Administrative Records is not protective of human health or the environment, or that the information the Remaining Defendant has provided to the Department pursuant to Paragraph 4 is false, incomplete, or inaccurate.

10. Notwithstanding any other provision of this Consent Decree, the covenant not to sue by the Department set forth in Paragraph 6 shall not apply to claims by the Department against a Remaining Defendant based on:

a. failure to meet the requirements of this Consent Decree;

b. past, present, or future disposal of hazardous substances outside the boundaries of the Site; or

c. past, present, or future violations of federal or state criminal law.

EXISTING OBLIGATIONS UNAFFECTED

11. Nothing set forth in this Consent Decree is intended, nor shall it be construed, to relieve or limit the Remaining Defendants' obligation to comply with any existing or subsequent statute, regulation, permit, or order. In addition, nothing set forth in this Consent Decree is intended, nor shall be construed, to authorize any violation of any statute, regulation, order, or permit issued or administered by the Department.

ACKNOWLEDGMENT OF NO OBLIGATION

12. The Remaining Defendants acknowledge that the Department has no obligation to defend a remaining Defendant in any suit, demand, or claim for contribution for any matters arising from the release or threatened release of hazardous substances at the Site, arising out of response actions conducted by or authorized by the Department at the Site, or arising out of this Consent Decree.

OPPORTUNITY FOR REVIEW AND COMMENT

13. In order to provide the public notice of this settlement and an opportunity to review the terms of this Consent Decree and file written comments, the Department shall publish a notice in the *Pennsylvania Bulletin* and in the *Beaver County Times* containing a summary of this Consent Decree. The Department shall receive and consider comments relating to this Consent Decree for 60 days from the date of publication of the notice. The Department reserves the right to withdraw its consent to this Consent Decree if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. If for any reason this Court should decide not to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any of the Parties and the terms of the Consent Decree may not be used as evidence in any litigation.

CORRESPONDENCE WITH THE DEPARTMENT

14. All correspondence with the Department concerning this Consent Decree, including checks in satisfaction of those payment obligations outlined in this Consent Decree, shall reference the Site and shall be addressed to:

Paul Vogel
Manager
Hazardous Sites Cleanup
Pennsylvania Department of Environmental Protection
Southwest Region
400 Waterfront Drive
Pittsburgh, PA 15222-4739

Phone: (412) 442-4132
E-mail: pvogel@pa.gov

A copy of all correspondence with the Department concerning this Consent Decree, including checks in satisfaction of those payment obligations outlined in this Consent Decree, shall reference the Site and shall be addressed to:

Edward S. Stokan, Esq.
Assistant Regional Counsel
Tyra Oliver, Esq.
Assistant Counsel
PA Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222-4739

Phone: (412) 442-4262
E-mail: estokan@pa.gov
tyoliver@pa.gov

CORRESPONDENCE WITH ONE BREWERY PLACE, INC.

15. All correspondence with One Brewery Place, Inc. concerning this Consent Decree shall reference the Site and shall be addressed to:

One Brewery Place, Inc.
C/o Harold B. Davidson, President
188 Shadyrest Road
Ellwood City 16117

Phone: (724) 494-4592
E-mail: hbradley02@yahoo.com

A copy of all correspondence with One Brewery Place, Inc. concerning this Consent Decree shall reference the Site and shall be addressed to:

Edward I. Levicoff, Esquire
Pa. I.D. #: 200108
ELevicoff@LevicoffLaw.com
The Levicoff Law Firm, P.C.
4 PPG Place, Suite 200
Pittsburgh, PA 15222
(412) 434-5200 - Phone

16. All correspondence with Harold B. Davidson concerning this Consent Decree shall reference the Site and shall be addressed to:

Harold B. Davidson
188 Shadyrest Road
Ellwood City 16117

Phone: (724) 494-4592
E-mail: hbradley02@yahoo.com

A copy of all correspondence with Harold B. Davidson concerning this Consent Decree shall reference the Site and shall be addressed to:

Edward I. Levicoff, Esquire
Pa. I.D. #: 200108
ELevicoff@LevicoffLaw.com
The Levicoff Law Firm, P.C.
4 PPG Place, Suite 200
Pittsburgh, PA 15222
(412) 434-5200 - Phone

17. All correspondence with James Randy Davidson concerning this Consent Decree shall reference the Site and shall be addressed to:

James Randy Davidson
1114 Blankenship Road
Dover, FL 33527

Phone: (813) 763-7045
E-mail: jrdavidson58@yahoo.com

A copy of all correspondence with James Randy Davidson concerning this Consent Decree shall reference the Site and shall be addressed to:

Edward I. Levicoff, Esquire
Pa. I.D. #: 200108
ELevicoff@LevicoffLaw.com
The Levicoff Law Firm, P.C.
4 PPG Place, Suite 200
Pittsburgh, PA 15222
(412) 434-5200 - Phone

18. All correspondence with M. Ultra Investment Group, Ltd. concerning this Consent Decree shall reference the Site and shall be addressed to:

M. Ultra Investment Group, Ltd.
1439 Gas Valley Road Ext.
Georgetown, PA 15043

Phone: (724) 770-1040
E-mail: ed@santillanlaw.com

A copy of all correspondence with M. Ultra Investment Group, Ltd. concerning this Consent Decree shall reference the Site and shall be addressed to:

Steven C. Townsend, Esq.
Eddy Townsend Gravina & Bendik
564 Forbes Ave
Pittsburgh, PA 15219

Phone: [\(412\) 281-5336](tel:(412)281-5336)
E-mail: stowndsend@pghlaw.com

SEVERABILITY

19. The paragraphs of this Consent Decree 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

20. This Consent Decree shall constitute the entire integrated agreement of the Parties with respect to the subject matter hereof. 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.

MODIFICATIONS

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

ATTORNEY'S FEES

22. The Parties agree to bear their respective attorney's fees, expenses, and other costs in the prosecution or defense of this matter or any related matters arising subsequent to execution of this Consent Decree.

TITLES

23. A title used at the beginning of any paragraph of this Consent Decree is provided solely for the purpose of identification and shall not be used to interpret that paragraph.

EXECUTION IN COUNTERPARTS

24. This Consent Decree may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATORIES

25. The undersigned representatives of each Party to this Consent Decree certify that they are fully authorized to enter into the terms and conditions of the Consent Decree and to execute and legally bind each Party to this Decree.

EFFECTIVE DATE

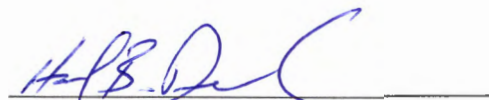
26. This Consent Decree shall be effective upon the date of its entry by the Court.

SO ORDERED THIS _____ DAY OF _____, 2026.

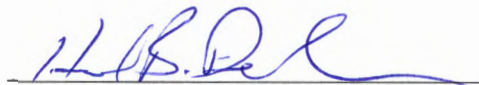
**HONORABLE PATRICIA L. DODGE
UNITED STATES MAGISTRATE JUDGE**

FOR ONE BREWERY PLACE, INC.:

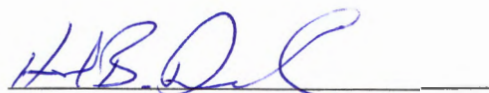
FOR HAROLD B. DAVIDSON:



Name: Harold B. Davidson
Title: President



Name: Harold B. Davidson



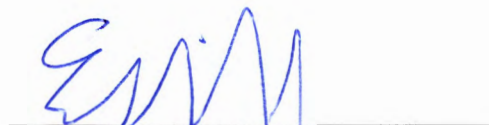
Name: Harold B. Davidson
Title: Secretary

FOR JAMES RANDY DAVIDSON:

**FOR M. ULTRA INVESTMENT GROUP,
LTD.:**

Name: James Randy Davidson

Name: Anthony Manjerovic
Title: Member



Edward I. Levicoff, Esq.
Attorney for One Brewery Place, Inc.,
Harold B. Davidson, and James Randy
Davidson

Edgardo D. Santillan
Title: Member

Steven C. Townsend, Esq.
Attorney for M. Ultra Investment Group, Ltd.

FOR ONE BREWERY PLACE, INC.:

FOR HAROLD B. DAVIDSON:

Name: Harold B. Davidson
Title: President

Name: Harold B. Davidson

Name: Harold B. Davidson
Title: Secretary

FOR JAMES RANDY DAVIDSON:

**FOR M. ULTRA INVESTMENT GROUP,
LTD.:**



Name: James Randy Davidson

Name: Anthony Manjerovic
Title: Member

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FOR ONE BREWERY PLACE, INC.:

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Name: Harold B. Davidson
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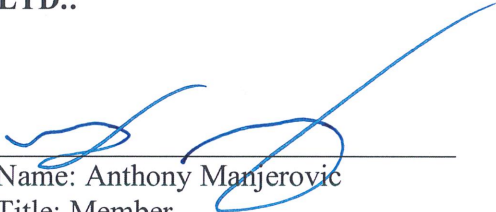
Name: Harold B. Davidson

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FOR JAMES RANDY DAVIDSON:

**FOR M. ULTRA INVESTMENT GROUP,
LTD.:**

Name: James Randy Davidson



Name: Anthony Manjerovic
Title: Member

Edward I. Levicoff, Esq.
Attorney for One Brewery Place, Inc.,
Harold B. Davidson, and James Randy
Davidson



Edgardo D. Santillan
Title: Member

Steven C. Townsend

Steven C. Townsend, Esq.
Attorney for M. Ultra Investment Group, Ltd.

**FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:**

A handwritten signature in black ink, appearing to read "Diane D. McDaniel", written over a horizontal line.

Diane D. McDaniel, P.E.
Regional Manager
Environmental Cleanup Program
Southwest Region

Edward S. Stokan

Edward S. Stokan, Esq.
Tyra Oliver, Esq.
Attorneys for the Department