

sandstone, siltstone, and shale; mostly light to dark gray, but some sandstone is greenish yellow, and a few reddish shales occur. The Cuyahoga Group consists of medium-gray siltstone and dark-gray shale containing interbedded light-gray, flaggy sandstone. The Shenango Formation consists of light-gray sandstone and some beds of medium-gray shale and siltstone; upper third of formation is more shaly.

The subject site is relatively flat-lying. The subject site lies at an approximate elevation of 1010 feet above mean sea level (msl). Shallow groundwater in this area is generally expected to flow to the west toward Oil Creek, which is located approximately 600 feet to the west of the subject site at an approximate elevation of 985 feet above msl.

RECORDS REVIEW

Standard Environmental Record Search

Environmental Data Resources (EDR) conducted a computer search of all state and federal regulatory and environmental databases within the distances specified in the ASTM Standard Practice for ESAs. The EDR database report is included in APPENDIX C.

The subject site was listed in the RGA LUST, LUST and ARCHIVE UST databases.

The adjoining properties were not listed in any of the databases searched by EDR.

A total of 32 other sites were identified within the ASTM prescribed distances from the subject site. The following table summarizes the sites identified within ASTM prescribed distances in the EDR database search report:

SITE NAME	ADDRESS	DATABASES	ELEV	DIST(mi)
KRAFT CONCRETE PROD	304 DUNCOMB ST	RGALUST	TP	TP
KRAFT CONCRETE PROD	304 DUNCOMB ST	LUST,ARCHIVE UST	TP	TP
ADELSON & SON	94 SPRUCE ST	ARCHIVE UST	Higher	0.015
HEATH OIL COMPANY INC	301 DUNCOMB ST	EDR HIST AUTO	Higher	0.027
OCEAN SPRAY GAS N GLO CAR WASH	299 DUNCOMB ST	UST	Higher	0.057
OCEAN SPRAY GAS N GLO CAR WASH	299 DUNCOMB ST	ARCHIVE UST	Higher	0.057
KESSLER GARMENT & DRAPERY CLEANERS	320 ELM STREET	MANIFEST	Lower	0.059
BEST PRINTING	275 ELM ST	RCRA NONGEN / NLR	Lower	0.063
WEBCO IND OIL CITY TUBE DIV	363 SENECA ST	RCRA-SQG,ICIS,US AIRS,FINDS,ECHO,MANIFEST,MANIFEST,NPDES	Lower	0.067
WEBCO IND OIL CITY DIV	363 SENECA ST	AST	Lower	0.067
JONES & LAUGHLIN STEEL CORP	363 SENECA ST	SEMS-ARCHIVE	Lower	0.067
MC GREGOR PENNZOIL	286 ELM ST	EDR HIST AUTO	Lower	0.072
PERRYS DRY CLEANERS	305 SENECA ST	EDR HIST CLEANER	Lower	0.089
OIL CITY FUEL SUPPLY CO	N SENECA AND DUNCOMB ST	EDR MGP	Lower	0.093
PA DOT ENG OFC BLDG	255 ELM ST	AST	Lower	0.1
PENNSYLVANIA DOT	255 ELM ST	MANIFEST	Lower	0.1
LUTZ AUTOMOTIVE	346 SENECA ST	EDR HIST AUTO	Lower	0.101
LUTZ RADIATOR AUTO	346 SENECA ST	ARCHIVE UST	Lower	0.101
WOLFS HEAD PROP SOUTH PARCEL OLD	260 ELM ST	VCP,MANIFEST	Lower	0.102
PENNZOIL QUAKER STATE	ROUTE 8	CORRACTS	Lower	0.102
KESSLER DRY CLEANING CO	287 SENECA ST	EDR HIST CLEANER	Lower	0.103
KESSLER DRY CLEANING CO	281 SENECA ST	EDR HIST CLEANER	Lower	0.106
BEST JOHN T	342 SENECA ST	EDR HIST AUTO	Lower	0.106
SONOCO GRAHAM	33 MEMORIAL DR	RCRA NONGEN / NLR,FINDS,ECHO	Lower	0.11
GRAHAM PKG FAC	33 MEMORIAL DR	VCP,ACT 2-DEED	Lower	0.11
MCSHINE GAS TRANSMISSION VENTR	308 SENECA ST	EDR HIST AUTO	Lower	0.111
CULLIGAN WATER CONDITIONING	425 SENECA ST	ARCHIVE UST	Lower	0.113
KESSLER DRY CLEANING CO	238 ELM ST	EDR HIST CLEANER	Lower	0.113
ROYAL DRY CLNR/OIL CITY	230 ELM ST	AIRS,DRYCLEANERS	Lower	0.119
KESSLER GARMENT & DRAPERY CLEANERS	230 ELM ST BOX 356	RCRA-SQG,MANIFEST	Lower	0.119
KESSLER GARMENT & DRAPERY CLRS	230 ELM ST	EDR HIST CLEANER	Lower	0.119
WALENTOSKI SERVICE STATION	449 SENECA ST	EDR HIST AUTO	Lower	0.12
VERIZON NORTH 5040007A	260 SENECA ST	ARCHIVE UST	Lower	0.131
VERIZON NORTH 5040007A	260 SENECA ST	AST	Lower	0.131
TELEREACH INC	247 SENECA STREET	MANIFEST	Lower	0.141
COUNTRY FAIR 47	1 SPRING ST	LUST,UST,NPDES	Higher	0.193
COUNTRY FAIR STORE NO 47	TWO SPRING ST	MANIFEST	Higher	0.205
GATEWAY SVC CTR	101 MAIN ST	LUST,AUL,ARCHIVE UST	Lower	0.372

A site to the west identified as Webco's Oil City Tube Works (Webco), located adjacent to the adjoining railroad property to the west of the subject site, is listed in the RCRA-SQG, ICIS, US AIRS, FINDS, ECHO, MANIFEST, NPDES, AST databases. A known solvent plume in groundwater exists on the Webco site. The PADEP terminated an existing Consent Order and Agreement dated August 7, 1989 on July 11, 1997 related to the solvent plume based on a Moody report indicating that the solvent plume originated

from an upgradient source. The subject site is upgradient of the Webco site. The PADEP letter and Moody report is included as APPENDIX D.

Based on the mapped distances, topographic positions relative to the subject site, and facility characteristics, the other mapped facilities do not represent RECs in connection with the subject site. For a full listing of the sites listed, see APPENDIX C.

The EDR report identifies facility locations through their street addresses. If adequate street addresses are not stored in the regulatory databases, the facilities cannot be plotted with accuracy on the maps included in the report. The search report listed one unmapped facility found within the search radius. The location of the Grasselli Chemical Company Site was ascertained, and is not located on the subject site, adjoining properties, or ASTM prescribed distances from the subject site.

AUL and Environmental Lien Search

A PADEP AUL registry search (<http://www.depgis.state.pa.us/pa-aul/>) was conducted by Moody for the subject site and adjoining properties. The subject site and adjoining properties were not listed on the PADEP AUL registry website.

Environmental Lien and AUL Reports were requested from AFX Research, LLC for the subject site parcels. The Environmental Lien and AUL Reports found no environmental liens or AULs on the subject site. The Environmental Lien and AUL Reports are included in APPENDIX D.

Pennsylvania Department of Environmental Protection ESA Search Tool

A PADEP ESA Search Tool search (<https://www.depgis.state.pa.us/esaSearch/>) was conducted by Moody for a 0.1 mile radius around the subject site. The PADEP's Environmental Site Assessment Search Tool allows consultants conducting Phase I ESAs and interested members of the public access to information maintained by PADEP concerning permitting, licensing, inspection, compliance, discharges of pollution, regulated storage tanks, site remediation, and enforcement.

A total of 13 facilities were identified within the 0.1 mile radius. The subject site was identified as Kraft Concrete Prod in the Storage Tank Inactive database. The adjoining property to the west was identified as WEBCO Ind Tube Div Oil City in the Water Pollution Control Facility, Storage Tank Active, and Air Emission Plant databases. An adjoining property to the south was identified as Ocean Spray Gas N Glo Car Wash in the Storage Tanks Active database. The PADEP ESA Search Tool Report is included in APPENDIX F.

Pennsylvania Department of Environmental Protection e-FACTS Website

Moody conducted an e-FACTS search (<http://www.ahs.dep.pa.gov/eFACTSWeb/search.aspx>) for the subject site. The subject site was listed under the names Kraft Concrete Prod Inc. and Dahlstrom Iron & Metal.

Pennsylvania Department of Environmental Protection Storage Tank Reports

Moody conducted a search of the PADEP Regulated Storage Tank Cleanup Incidents at the following website:

<https://www.dep.pa.gov/DataandTools/Reports/Pages/Storage-Tanks.aspx>

The subject site is listed in the PADEP Storage Tank Cleanup Location list as Kraft Concrete Prod at 304 Duncomb Street. The confirmed date of release is 11/03/2005. The site status is Cleanup Completed with a date of 08/03/2007. The comments state:

“Kraft Concrete Products / Fac ID# 61-01220

A diesel fuel Underground Storage Tank (UST) system and a gasoline UST system were closed by removal in November 2005. Obviously contaminated soil was encountered. Approximately 138 tons of impacted soil was over-excavated and sent to SRI for thermo-remediation. All eight confirmatory soil samples were within Statewide Standards. The UST Closure Report was submitted to the Department on December 23, 2005. The soil manifests were submitted to the

Department on March 19, 2007. USTIF approved Claim # 05-203(F). DEP sent an Act 2 approval letter for soil on August 3, 2007.”

No adjoining properties were not listed on this website.

US Environmental Protection Agency Envirofacts Website

An Environmental Protection Agency (EPA) Envirofacts search (<http://www.epa.gov/enviro/>) was conducted by Moody for the subject site and adjoining properties.

The subject site was not listed.

A site to the west was listed as WEBCO IND INC/OIL CITY TUBE DIV in the Multi system database and is reported as in compliance.

No adjoining properties were listed.

Pennsylvania Department of Environmental Protection File Review

Moody submitted a written request to the PADEP Northwest Regional Office in Meadville, Pennsylvania to review files pertaining to the subject site, adjoining properties and nearby sites were also requested.

The PADEP is not conducting in house file reviews at this time due to COVID-19. Files were not able to be provided at the time of this report. This is considered a data gap but is not considered to be significant due to Moody’s knowledge of the subject site. It is Moody’s professional opinion that a review of the PADEP files will not eliminate the RECs identified at the subject site.

Venango County Online Property Record Search

An online property search was conducted through the Venango County PA website at the following: <http://gis.venangopa.us/parcelviewer/default.aspx>. The following information was listed for the subject site on this website:

Tax Map and Parcel Number 16,034.-140..-000

Municipality	City of Oil City
Property Type	C
Business Description	Salvage Yard
Assessed Acreage	1.31
PRIMARY OWNER	Dahlstrom, Gilbert E
Mailing Address Line 1	62 Spruce Street
City	City of Oil City
State	PA
Zip Code	
Situs Address	62 Spruce Street
Sale Date	1986-12-12
Deed Book-Deed Page	0890-0502
Sale Price	\$39,082
Land Value	\$2,800
Building Value	\$27,610
Total Value	\$30,410

Tax Map and Parcel Number 16,034.-149..-000

Municipality	City of Oil City
Property Type	CL
Business Description	NA
Assessed Acreage	1.76
PRIMARY OWNER	Kraft Concrete Products Inc
Mailing Address Line 1	Rr Spruce Street
City	City of Oil City
State	PA
Zip Code	
Situs Address	Rr Spruce Street
Sale Date	2014-04-04
Deed Book-Deed Page	2014-1355

Sale Price	\$1
Land Value	\$23,270
Building Value	\$0
Total Value	\$23,270

Tax Map and Parcel Number	16,034.-154..-000
Municipality	City of Oil City
Property Type	CL
Business Description	NA
Assessed Acreage	0.07
PRIMARY OWNER	Kraft Concrete Products Inc
Mailing Address Line 1	Rr Spruce Street
City	City of Oil City
State	PA
Zip Code	
Situs Address	Rr Spruce Street
Sale Date	Unknown
Deed Book-Deed Page	NA
Sale Price	
Land Value	\$2,160
Building Value	\$0
Total Value	\$2,160

Tax Map and Parcel Number	16,034.-155..-000
Municipality	City of Oil City
Property Type	I
Business Description	NA
Assessed Acreage	0.2
PRIMARY OWNER	Kraft Concrete Products Inc
Mailing Address Line 1	58 Spruce Street
City	City of Oil City
State	PA
Zip Code	
Situs Address	58 Spruce Street
Sale Date	1974-01-18
Deed Book-Deed Page	0761-0771
Sale Price	\$0

Land Value	\$6,610
Building Value	\$59,850
Total Value	\$65,850

Tax Map and Parcel Number	16,034.-161..-000
Municipality	City of Oil City
Property Type	CL
Business Description	NA
Assessed Acreage	0.08
PRIMARY OWNER	Kraft Concrete Products Inc
Mailing Address Line 1	62 Rr Spruce Street
City	City of Oil City
State	PA
Zip Code	
Situs Address	62 Rr Spruce Street
Sale Date	Unknown
Deed Book-Deed Page	NA
Sale Price	
Land Value	\$2,550
Building Value	\$0
Total Value	\$2,550

Tax Map and Parcel Number	16,034.-164..-000
Municipality	City of Oil City
Property Type	C
Business Description	Repair Garage
Assessed Acreage	0.37
PRIMARY OWNER	Kraft Concrete Products Inc
Mailing Address Line 1	Duncomb Street
City	City of Oil City
State	PA
Zip Code	
Situs Address	Duncomb Street
Sale Date	Unknown
Deed Book-Deed Page	NA
Sale Price	
Land Value	\$12,090

Building Value	\$64,370
Total Value	\$76,460

The Tax Parcel Records are included in APPENDIX G.

HISTORICAL PROPERTY USE INFORMATION

Information from the following sources was used to evaluate the land use history of the subject site:

- Historical Fire Insurance Maps were requested from EDR but were unavailable.
- City Directory listings were obtained from EDR.
- Historical Topographic Quadrangle Maps were obtained from EDR.
- Historical Aerial Photographs were obtained from EDR.
- User/Owner provided information and interviews.

History is reviewed to 1940 or first development, whichever is earlier. The subject site appears developed as early as 1886. Moody could not ascertain the date of first development. This is considered to be a limitation but is not considered to be significant.

Sanborn Fire Insurance Maps Review

Moody obtained Certified Sanborn Fire Insurance Maps from EDR dated 1886, 1891, 1895, 1901, 1906, 1913, 1950, and 1963. The Sanborn Maps were reviewed electronically. The maps were zoomed in in an attempt to best distinguish features at the subject site and surrounding properties. The subject site is illustrated on each of the Sanborn Maps. Copies of the maps with the approximate property boundaries added by EDR are included in APPENDIX H.

The individual maps are described below.

1886: The subject site outline does not match current conditions. Duncomb Street is not present on the map. Adjusting the subject site boundary to where Duncomb Street would

be located, it appears that there may be a one or more dwellings on the subject site. The adjoining property to the west is listed as Boiler Works. An oil well derrick is shown to the south of the subject site.

1891: The main structure on the subject site is a turntable and roundhouse for B.N.Y and P.R.R . A foundry building and coal holdings is shown to the south of the turntable. A Machine Shop and Car Shop are shown to the north of the turntable. Two structures are shown in the southern portion of the property. The adjoining properties to the west of the subject site are shown as Oil City Boiler Works and Oil City Tube Comp. The other adjoining properties are mixed residential and commercial properties.

1895: The main structure on the subject site is a turntable and roundhouse for B.N.Y and P.R.R . A foundry building and coal holdings is shown to the south of the turntable. A Machine Shop and Car Shop are shown to the north of the turntable. Two structures are shown in the southern portion of the property. The adjoining properties to the west of the subject site are shown as Oil City Boiler Works and Oil City Tube Comp. The other adjoining properties are mixed residential and commercial properties.

1901: The main structure on the subject site is a turntable and roundhouse for B.N.Y and P.R.R . A foundry building and coal holdings is shown to the south of the turntable. A Machine Shop and Car Shop are shown to the north of the turntable. Two structures are shown in the southern portion of the property. One of these structure is labeled “Ruins of Fire.” The adjoining properties to the west of the subject site are shown as Oil City Boiler Works and Oil City Tube Comp. The other adjoining properties are mixed residential and commercial properties.

1906: The main structure on the subject site is a turntable and roundhouse for B.N.Y and P.R.R . A Machine Shop and Car Shop are shown to the north of the turntable. The southern portion of the subject site now shows a structure identified as a Cigar factory and a series of structures along Duncan Street identified as Oil City Wood Working Mfg Co. The adjoining properties to the west of the subject site are shown as Oil City Boiler

Works and National Tube Co. The other adjoining properties are mixed residential and commercial properties.

1913: The main structure on the subject site is a turntable and roundhouse for B.N.Y and P.R.R . A Machine Shop is identified to the north of the turntable. The southern portion of the subject site shows a structure identified as Oil City Cigar Co. and a series of structures along the furthestmost southern property boundary identified as Borland & Dimond Lumber Co. The adjoining properties to the west of the subject site are identified as Oil City Boiler Works and Oil City Oil & Grease Co. The other adjoining properties are mixed residential and commercial properties.

1950: The majority of the subject site is now shown as vacant. The southern portion of the subject site shows a series of structures along the furthestmost southern property boundary identified as Borland Lumber Co. The adjoining properties to the west of the subject site are identified as Jones & Laughlin Steel Corp'n. The other adjoining properties are mixed residential and commercial properties.

1963: The northernmost portion of the subject site is identified as M.N Adelson & Son Inc. and is shown as a scrap yard. Three structures and a scale are shown on this property. The middle of the property is identified as Rybak Ready Mix Concrete Co. Five structures are shown on this portion of the subject site. A structure to the south of the Rybak Ready Mix Concrete Co. is identified as a Dry Cleaning Plant. The structures along Duncomb Street at the southernmost portion of the property are identified as a Concrete Block Factory. The adjoining property to the west of the subject site is identified as Jones & Laughlin Steel Corp'n. The other adjoining properties are mixed residential and commercial properties.

City Directory Records

Moody obtained City Directory records from EDR for the years 1964, 1968, 1972, 1977, 1982, 1987, 1992, 1995, 2000, 2005, 2010, 2014, and 2017. The following table summarizes the findings for the addresses related to the subject site:

YEAR	304 Duncomb St	58 Spruce St	62 Spruce St
1964	Kraft Concrete Products Inc	Spence Viloa L Mrs rear Levine Dry Cleaning (plant)	Not Listed
1968	Kraft Concrete Products Inc	Spence Viloa L Mrs rear Levine Dry Cleaning Plant	Not Listed
1972*	Kraft Concrete Products Inc	Spence Viloa L Mrs rear No Return	Not Listed
1977	Kraft Louis Co excavating contr Kraft Concrete Products Inc	Spence Viloa L Mrs	Not Listed
1982	Kraft Louis Co excavating contr Kraft Concrete Products Inc Adelson M N Co (ENT)	O'Brien Carolyn J Mrs	Pulaski Club
1987	Kraft Louis Co excavating contr Kraft Concrete Products Inc Adelson M N Co (ENT)	Vacant	Pulaski Club
1992	KRAFT CONCRETE PROD	Not Listed	DAHLSTROM GIL E IRN PULASKI CLUB
1995	KRAFT CONCRETE PRODUCTS INC LOUIS KRAFT CO	Not Listed	GIL E DAHLSTROM IRON & METAL PULASKI CLUB
2000	KRAFT LOUIS COMPANY	Not Listed	DAHLSTROM GIL E IRON & METAL PULASKI CLUB
2005	DAHLSTOM GIL IRON & METAL KRAFT CONCRETE PRODUCTS INC KRAFT LOUIS CO	Not Listed	Not Listed
2010	KRAFT CONCRETE PRODUCTS INC	Not Listed	Not Listed
2014**	KRAFT LOUIS COMPANY	Not Listed	Not Listed
2017	Not Listed	Not Listed	Not Listed

*Kraft Louis W Estate and Kraft Louis W excavating contr was listed at 302 Duncomb Street in 1972. This address was not listed in any of the other city directories provided.

**Dahlstrom Gil Iron & Metal was listed at 306 Duncomb Street in 2014. This address was not listed in any of the other city directories provided.

The City Directory Records are included in APPENDIX I.

Historical Aerial Photographs

Moody obtained the historical aerial photographs from EDR dated 1939, 1956, 1958, 1960, 1968, 1972, 1975, 1981, 1988, 1993, 2006, 2010, 2013, and 2017. The aerial photographs were reviewed electronically. The photographs were zoomed in or out in an attempt to best distinguish features at the subject site. Copies of the historical aerial

photographs with the approximate property boundaries added by EDR are included in APPENDIX J. The individual photographs are described below.

1939: The quality of the photograph is good. The subject site appears to be largely undeveloped, partially covered by farm plots and a row of trees. Adjoining and surrounding properties appear to be residential, agricultural and vacant properties.

1956: The quality of the photograph is poor. The subject site appears to be undeveloped. Adjoining and surrounding properties appear to be residential, agricultural and vacant properties.

1958: The quality of the photograph is fair. A structure can be made out in the middle of the subject site at the end of the row of trees. Adjoining and surrounding properties appear to be residential, agricultural and vacant properties.

1960: The quality of the photograph is fair. The structure can be made out in the middle of the subject site at the end of the row of trees. Adjoining and surrounding properties appear to be residential, agricultural and vacant properties.

1968: The quality of the photograph is good. The structure can be made out in the middle of the subject site. The structure appears larger than in previous images. Adjoining and surrounding properties appear to be residential, agricultural and vacant properties.

1972: The quality of the photograph is poor. There appears to be a structure in the center of the subject site, but specific features cannot be distinguished.

1975: The quality of the photograph is poor. Structures and land usage cannot be distinguished on the subject site.

1981: The photograph is false color, and the quality is fair. The structure appears larger than in previous images and similar to present conditions. Adjoining and surrounding properties appear to be residential and vacant properties.

1988: The photograph is false color, and the quality is poor. Structures and land usage cannot be distinguished on the subject site.

1993: The quality of the photograph is fair. The subject site appears similar to present conditions. Adjoining and surrounding properties appear to be residential and vacant land properties.

2006: The quality of the photograph is fair. The subject site appears similar to present conditions. Adjoining and surrounding properties appear to be residential and vacant properties.

2010: The quality of the photograph is good. The subject site appears similar to present conditions. Adjoining and surrounding properties appear to be residential and vacant properties.

2013: The quality of the photograph is good. The subject site appears similar to present conditions. Adjoining and surrounding properties appear to be residential and vacant properties.

2017: The quality of the photograph is good. The subject site appears similar to present conditions. Adjoining and surrounding properties appear to be residential and vacant properties.

Historical Topographic Quadrangle Maps

Moody obtained the historical topographic maps from EDR dated 1922, 1924, 1943, 1963, 1972, 1977, and 2013. The topographic maps were reviewed electronically. The maps were zoomed in or out in an attempt to best distinguish features at the subject site.

Copies of the historical topographic maps with the approximate property boundaries added by EDR are included in APPENDIX K.

Historical Information Summary

Based on the review of the historical information described above, as well as interview information, the subject site is currently owned by Gilbert E. Dahlstrom and Kraft Concrete Products. Parcel 16.034-140.-000 is currently owned by Gilbert E Dahlstrom. Parcels 16.034-154.-000, 16.034-155.-000, 16.034-161.-000, 16.034-164.-000, and 16.034-149.-000 are currently owned by Kraft Concrete Products. First development of the subject site is unknown but appears developed on Sanborn Fire Insurance Maps as early as 1886. The subject site has historically been used for railroad operations, lumber supplies, concrete block manufacturing, cigar manufacturing, dry cleaning, and as a scrap yard. The subject site is currently unutilized, but remnants of the scrap yard operations along with vacant buildings remain on the subject site.

INTERVIEWS

Mr. Aaron Nagy, Oil Region Alliance Maintenance Contractor, (412) 585-3718

Mr. Nagy was present during the subject site inspection and was interviewed at that time. He has been familiar with the subject site for 2 to 3 years. Mr. Nagy was not aware of any existing permits for the subject site. Mr. Nagy reported that the site has been through equity injunctions with the adjoining railroad and litigation with the Kraft property owners due to the operations of the scrap yard and that this was related to the scrap extending off the Dahlstrom property onto the adjoining railroad property and Kraft property. It was reported that the building on Kraft property to the north of the club may have previously been used as a dry cleaner. Mr. Nagy reported that operations on the Kraft property ceased in 2010 and operations on the Dahlstrom property ceased between 2007 and 2010. Mr. Nagy has been contracted to remove the scrap piles that had encroached onto the Kraft property and the adjoining railroad property. The scrap piles on the Kraft property were removed in 2019. An abandoned UST with approximately 1-inch of fuel oil was reported in the southern portion of the subject site. An additional

three USTs were reported in the central portion of the subject site on the Kraft property. It was reported that one of the USTs was removed, but no records were available. Another UST was filled with cement and closed in place. The third UST was reported to contain air entrainment fluid and was still in place.

Mr. Mark Hicks, City of Oil City Fire Marshal, (814) 678-3061

Mr. Hicks was contacted to determine if the City of Oil City Fire Department had any environmental concerns with the subject site. Mr. Hicks reported that the fire department had been called to the subject site multiple times during the scrap yard operations to respond to fires. He reported that these fires were commonly caused by the owner cutting into scrapped vehicles with torches that still had fluids present in them. Mr. Hicks reported that there were homemade smelters used on the Dahlstrom property and that one of the fires had originated from operation of the smelters. Mr. Hicks explained that the city and fire department had multiple complications with the property owner over egress as the extensive scrap piles on the Dahlstrom and Kraft properties hindered the fire department's ability to respond to fires.

Mr. Steve Hinds, City of Oil City, Former Fire Marshal, (814) 332-6666

Mr. Hinds was contacted to follow up on the conversation with Mr. Mark Hicks. Mr. Hinds has been familiar with the subject site for 61 years. He reported that fluids likely discharged to the ground surface from the scrap vehicles over years of operation. It was reported that the vehicles were not contained to any specific portion of the property. Additionally, Mr. Hinds reported that there was previously a large pile of approximately 100 car batteries between the Dahlstrom office and the Dahlstrom garage and that he suspected the owner to have dumped the battery acid to the ground.

Mr. Mark Miller, P.G., Moody and Associates Inc., Vice President, (814) 724-4970

Mr. Miller grew up in Oil City and has been familiar with the subject site for 40 years. Mr. Miller reportedly personally observed oil staining from drums leaking/dumping to the surface on the Kraft property to the northwest of the former dry-cleaning building. Mr. Miller reported that scrap piles from the Dahlstrom operations were previously

present on the Kraft property. Mr. Miller was also the consultant of record for Webco Industries and completed characterization work to establish a solvent plume was migrating onto the Webco site from an upgradient source. It is Mr. Miller's professional opinion that the solvent source area is the subject site.

SITE INSPECTION

Investigation Methodology and Limiting Conditions

A visual inspection of the subject site was conducted on December 7, 2020, by Stephen M. Roberts, G.I.T., an environmental professional for this Phase I ESA investigation. Mr. Aaron Nagy, a contractor for Oil Region Alliance, was present and provided access to the subject site buildings. Property lines were assumed in the field based on a tax map. Site photographs are included as APPENDIX L.

The weather was cold and partly cloudy during the site inspection. All the interior and exterior spaces of the subject site were inspected. Petroleum odors were observed in multiple locations across the site at stained areas in the exterior spaces. General site characteristics at the time of the site inspection are discussed below.

Building Interiors

There are six buildings on the subject site.

The southernmost building (concrete block manufacturing building) was built in circa 1906 and contains shop areas, the old office space and furnace areas for curing the concrete blocks. The building was previously utilized for wood manufacturing until circa 1963 when it started being utilized for concrete block manufacturing. A floor drain was present in the shop area which reportedly discharged to municipal sewer.

The building to the north of the Club (former dry-cleaning building) was built in circa 1963 and contains offices and garage/storage areas. The building was originally utilized as a dry-cleaner until circa 1968. It was later converted to office space for the concrete

block manufacturing company. The building contains a suspended AST that was empty upon inspection. Drainage features in the western end of the building concrete are indicative of possible dry-cleaning operations in the building in the past.

Two buildings are present in the middle of the subject site on the Kraft property. The southern building is an old office building (office building) with a collapsed roof. The northern building is an old boiler room (boiler room building) for the concrete manufacturing.

Two buildings were present on the northwestern portion of the property on the Dahlstrom property. The southern building was the previous office (Dahlstrom office building) and contained files and assorted debris on the floor throughout the building. The northern building was a garage (Dahlstrom garage) for the scrap yard and contained approximately two feet of scrap on the floor throughout the building. A homemade smelter was observed in the northwest corner of the building which had an exhaust pipe exiting the western wall.

Property Exterior

The exterior of the subject site consisted a paved entry way from Duncomb Street which extended to the southern edge of the former dry-cleaning building. The majority of the subject site south of the dry-cleaning building was paved except for a grassy area along Duncomb Street. A fill pipe and vent pipe were observed outside the southeastern corner of the concrete block manufacturing building where a UST is located.

To the north of the dry-cleaning building to the northern edge of the Kraft property the subject site consisted of dirt, gravel, and light vegetation. The subject site showed evidence of recent disturbance and the old scrap piles that were previously on the Kraft property were reportedly being cleaned up. No scrap piles existed on the Kraft property at the time of inspection. Staining with a petroleum odor was observed in multiple locations on the Kraft property. The remnants of an old concrete block garage foundation were present to the southwest of the office building. A fill pipe and vent pipe were

observed to the north of the boiler room building where a UST containing air entrainment fluid was reported to be located. A water line valve was present to the west of the boiler room building which reportedly ran to a drain located to the southwest and connected to public water. An unknown pipe was present existing the bank to the east of the old concrete block garage foundation. A concrete trench was present to the northwest of the boiler room building. The trench was filled with water but reportedly had a drain at the bottom which discharged to municipal sewer. The trench was reportedly used for concrete manufacturing and was currently being used as a wheel wash.

The Dahlstrom property consisted of light vegetation, scrap piles, debris, dirt roads and a stand of trees was present on the northern portion of the Dahlstrom property. The majority of the Dahlstrom property was covered by scrap piles. It was reported the scrap piles contained a veneer of scrap covering mounds of soils mixed with remnant scrap for decades of disposal. The makeup of the scrap remnants in the soil could not be determined. Three 55-gallon drums were present to the west of the Dahlstrom office building with staining around them that had a petroleum odor. Stained soils were observed across the subject site where the ground was not obscured by scrap piles. Approximately 100 automobile fuel tanks were observed throughout the Dahlstrom property. Sections of pipe previously utilized in oil and gas operations were observed in piles that reportedly screened positive for TENORM at an offsite scrap yard and was returned to the subject site. The pipe was reportedly collected and found throughout the scrap piles on the property. Two homemade smelters were present around the Dahlstrom garage and the burnt waste was observed on the ground around the smelters.

The adjoining property to the west is railroad property and the Webco plant is located to the west of the railroad. A monitoring well utilized for characterization of the solvent plume on the upgradient boundary of the Webco site was observed during the site inspection. The adjoining property to the north and west of the Dahlstrom property is railroad easement property. The adjoining properties to the east are residential and the adjoining properties to the south are commercial.

Underground Storage Tanks

Fill pipes and vent pipes for two USTs were observed during the site inspection. Two additional USTs were reported at the site.

A fill pipe and vent pipe were observed outside the southeastern corner of the concrete block manufacturing building where a UST is located.

A fill pipe and vent pipe were observed to the north of the boiler room building where a UST containing air entrainment fluid is located.

Of the two reported USTs, it was reported that one of the USTs was removed. The other UST was filled with cement and closed in place. These USTs were reportedly located southwest of the office building.

Aboveground Storage Tanks

Three ASTs were observed during the site inspection. Two ASTs contained propane for heating of the buildings on the Dahlstrom site. A suspended AST was observed in the former dry-cleaning building that was empty upon inspection.

Electrical Transformers/ PCBs

Three pole-mounted transformers were observed on the Dahlstrom property. No evidence of releases from these transformers was observed. No other PCB-containing equipment was observed.

Hazardous Substances

A homemade smelter was observed in the northwest corner of the building which had an exhaust pipe exiting the western wall. Two homemade smelters were present around the Dahlstrom garage and the burnt waste was observed on the ground around the smelters. Stained soils were observed in multiple locations around the scrap yard equipment on the Dahlstrom property. A monitoring well utilized for characterization of the solvent plume on the upgradient boundary of the Webco site was observed during the site inspection.

Petroleum Products

A fill pipe and vent pipe were observed outside the southeastern corner of the concrete block manufacturing building where a UST is located. A fill pipe and vent pipe were observed to the north of the boiler room building where a UST containing air entrainment fluid is located. Of the two reported USTs, it was reported that one of the USTs was removed. The other UST was filled with cement and closed in place. These USTs were reportedly located southwest of the office building. Three 55-gallon drums were present to the west of the Dahlstrom office building with staining around them that had a petroleum odor. Approximately 100 automobile fuel tanks were observed throughout the Dahlstrom property. Where the ground was not obscured by scrap, stained soils were observed in multiple locations around the scrap yard equipment on the Dahlstrom property. Staining with a petroleum odor was observed in multiple locations on the Kraft and Dahlstrom properties. Sections of pipe previously utilized in oil and gas operations were observed in piles that reportedly screened positive for TENORM at an offsite scrap yard and was returned to the subject site.

Solid Waste Disposal / On-site landfilling

The Dahlstrom property was a former scrap yard and numerous scrap mounds were present over the majority of the property. It was reported that the scrap mounds had extended onto the Kraft property, but they were not present at the time of inspection. Debris from the smelting operations were observed dumped on the ground surface.

Oil/Gas Wells

No evidence of oil or gas wells was observed or reported during the site inspection.

Radiological Hazards

Sections of pipe previously utilized in oil and gas operations were observed in piles that reportedly screened positive for TENORM at an offsite scrap yard and was returned to the subject site.

Groundwater Wells

No groundwater wells were observed on the subject site. The subject site is connected to the municipal water system.

Septic Tanks

No on-site septic systems were observed or reported during the subject site inspection. The subject site is reportedly connected to the municipal sewer system.

Pits, Ponds and Lagoons

No pits, ponds, or lagoons were observed during the subject site inspection. though a surface water body exists on the adjoining property and is piped beneath the surface of the subject site.

VAPOR MIGRATION

It was observed or reported that petroleum products or hazardous substances were discharged to the surface; therefore, vapors cannot be ruled out as a concern at subject site.

STANDARD OF CARE

Moody believes this investigation constitutes a diligent Phase I ESA of the subject site. The conclusions, opinions, and statements presented in this report are based on available information and have been prepared to the best of Moody's knowledge and ability.

QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

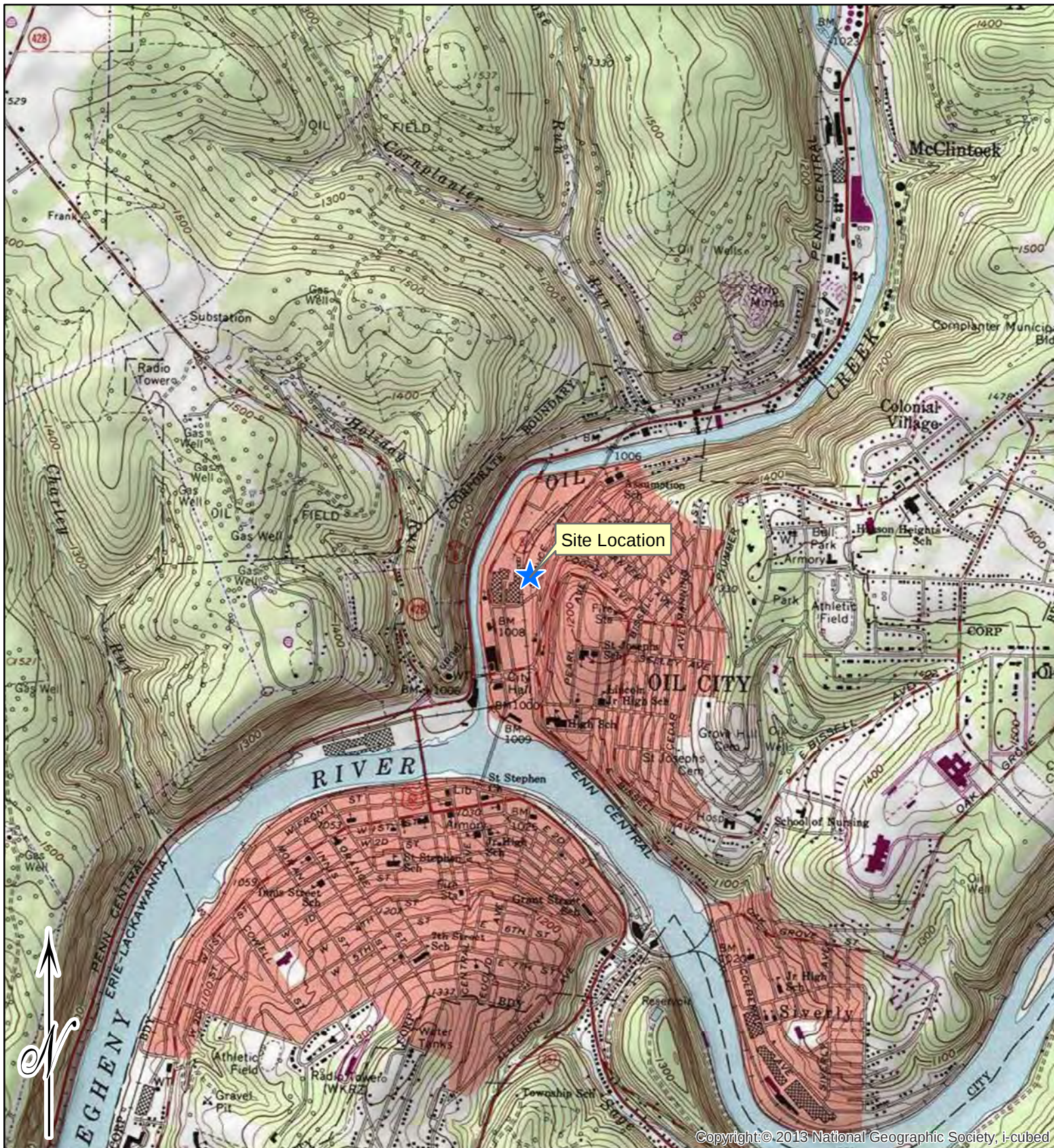
This Phase I ESA was performed by Stephen M. Roberts, G.I.T. I declare that to the best of my professional knowledge and belief, I meet the definition of Environmental Professionals as defined in 312.10 of 40 CFR 312 and I have the specific qualifications

based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

DRAFT

FIGURES

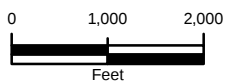
DRAFT



Legend

★ Site Location

Scale:
1 in = 2,000 ft



Prepared for:

Oil Region Alliance

Map Reference:

This exhibit is based on the ESRI USA Topographic Map. ESRI.com
USGS Topographic 7.5' Quadrangle:
Oil City, PA.

NAD 83 State Plane - PA North

FIGURE 1

Phase I Environmental Site Assessment
Kraft and Dahlstrom Site

Project #: 20-222-MM

Drawn by:	Checked by:	Date:	Revision:
SMR		12/17/2020	0

11548 Cotton Road
Suite 101
Meadville, Pa 16335
814.724.4970 voice
814.724.4973 fax
www.moody-s.com



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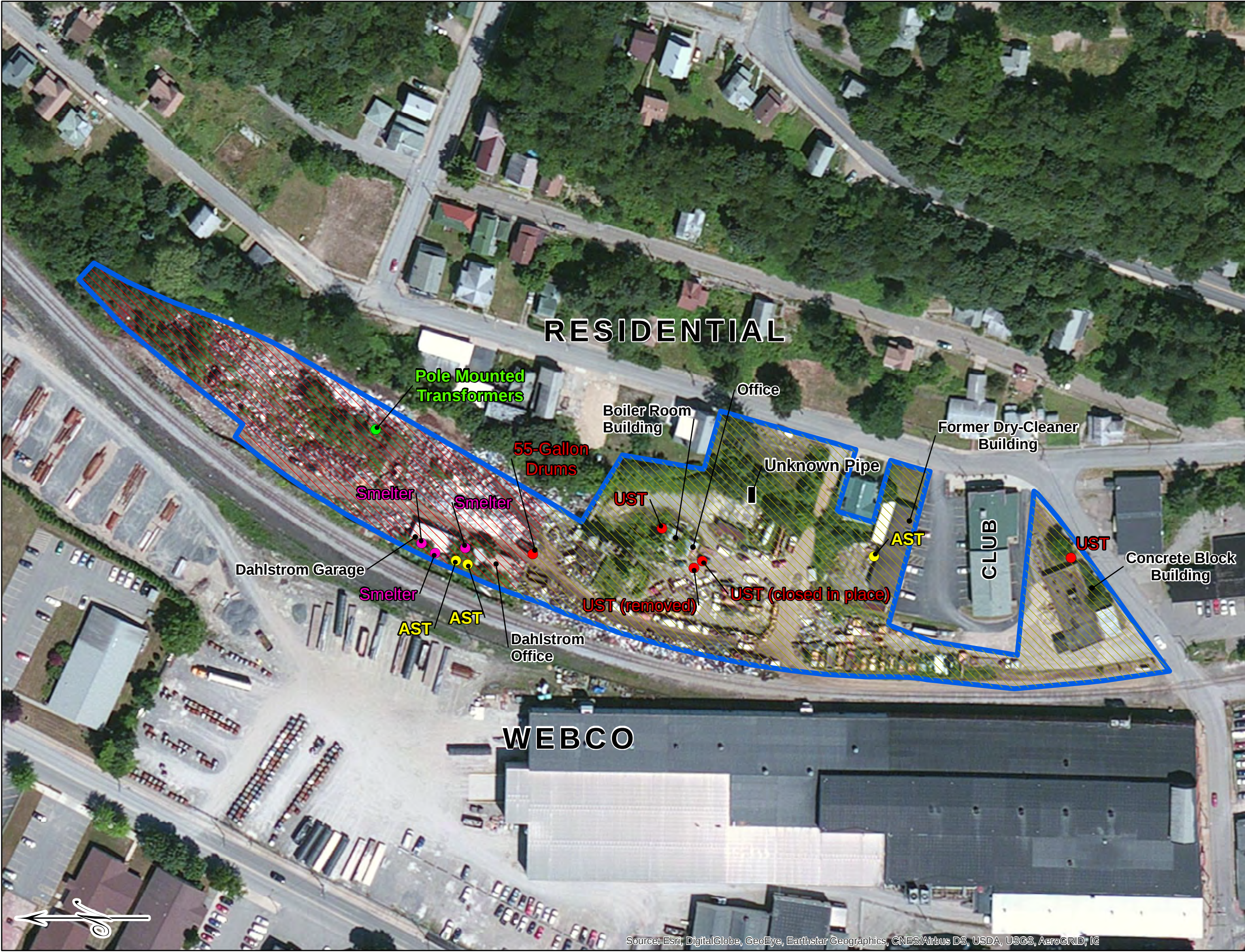


FIGURE 2
Phase I Environmental Site
Assessment

Kraft and Dahlstrom Site
Oil City, Pennsylvania

Prepared for:
Oil Region Alliance

LEGEND

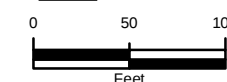
- 55-Gallon Drums
- AST
- Pole Mounted Transformers
- Smelter
- Approximate UST Locations
- Unknown Pipe
- ▨ DAHLSTROM PROPERTY
- ▨ KRAFT PROPERTY
- ▭ SUBJECT SITE

Map Reference:

This exhibit is based on the World Imagery - Esri and its data suppliers

NAD 83 State Plane - PA North

Scale: 1 in = 100 ft



Project #: 20-257-MM

11548 Cotton Road
Suite 101
Meadville, PA 16335
(814) 724-4970
(814) 724-4973
www.moody-s.com



Drawn by:	Checked by:	Date:	Revision:
SMR		12/17/2020	0

APPENDIX A

Master Consulting Service Agreement

DRAFT

WORK AUTHORIZATION CONTRACT

**MASTER CONSULTING SERVICE (WORK AUTHORIZATION) CONTRACT
BETWEEN STROMBERG/GARRIGAN & ASSOCIATES, INC. AND MOODY AND
ASSOCIATES, INC. TO PROVIDE SERVICES TO THE OIL REGION ALLIANCE OF
BUSINESS, INDUSTRY, & TOURISM UNDER THE ALLIANCE'S COOPERATIVE
AGREEMENT WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S
COMMUNITY-WIDE ASSESSMENT GRANT PROGRAM**

Contract Effective Date October 26, 2020

In consideration of the following covenants, representations, and agreements, this Contract is made by and between Stromberg Garrigan & Associates, Inc. 102 E. Main Suite 300, Somerset, PA, 15501 ("SGA") and the Consultant named below ("Consultant").

THIS CONTRACT, CONSISTING OF THE ATTACHED GENERAL CONDITIONS AND WORK AUTHORIZATIONS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN SGA AND THE CONSULTANT. THIS CONTRACT IS LIMITED TO THE WORK DESCRIBED IN THE ATTACHED WORK AUTHORIZATIONS.

The attached General Conditions specify the general understandings, representations, and obligations of SGA and Consultant.

Work Authorizations issued under this Contract specify the scope and location of the work, specific obligations of SGA and Consultant that are not part of the General Conditions and changes or modifications to the General Conditions which relate to a specific scope of work.

This Master Contract covers Consultant's work at different sites, multiple projects or tasks at any single site or some combination of work assignments.

In the event of any conflict between these General Conditions and a Work Authorization, the Work Authorization shall take precedence.

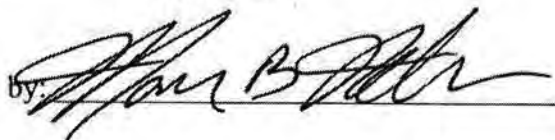
The Consultant agrees to comply with and be subject to the same contractual requirements with respect to SGA as the SGA is subject to with respect to Client under the Prime Agreement. All relevant terms of the Prime Agreement apply to the Subcontract "Consultant" Agreement unless specifically stated otherwise in this Agreement. With respect to the Prime Agreement and this Work Authorization Agreement, the designation "Client" shall be read to be the SGA and the designation "Contractor or Consultant" shall be read to be Moody and Associates, Inc.

A copy of the Prime Agreement is attached hereto and by reference made a part of this Subcontract Agreement as Exhibit C.

In witness whereof the parties have executed this Contract on the day and year set forth above.

Moody and Associates, Inc.

Consultant

by: 

Stromberg Garrigan & Associates, Inc.

by: 

[v.2020SUBAGR_SG]

Consultant: Moody and Associates, Inc.

Contact/Representative Mark Miller, P.G. Vice President

Mailing Address: 11548 Cotton Road
Meadville, PA 16335

Phone/Fax: 814-724-4970 Ext. 1012

E-mail: MMiller@moody-s.com

If Consultant asserts MBE/WBE or Other Special status, the nature of such status must be indicated below and the Consultant must include documentation indicating that the certification was in effect on the Contract effective date.

Nature of Certification: _____ [print only]

‘Other Special Status’ includes DBE, SBE, SBRA, Veteran Owned, Handicapped Owned , Labor Surplus Area, HubZone or any other special labor area or ownership designation.

GENERAL CONDITIONS

1. General Description of Services

The Consultant shall provide SGA with the services described in SGA's Work Authorizations which are hereby incorporated into and made a part of this Contract.

All work assignments must be documented with a fully executed Work Authorization which identifies SGA's project or job number and includes Consultant's Scope of Work approved by SGA, Consultant's cost proposal accepted by SGA, start work/completion dates and any job specific modifications to these General Conditions. SGA's Work Authorizations will also describe any site or project specific requirements established by SGA's client which are applicable to Consultant's work. The Work Authorization must be signed by SGA and the Consultant to indicate mutual acceptance.

- A. Consultant shall perform the work described in SGA's Work Authorizations in a diligent and safe manner using the Standard of Care used by other professional firms providing the same or similar services in the project area at the time the services are provided. Consultant represents that it has or will obtain the equipment, facilities, personnel and everything else required to perform the Work described in SGA's Work Authorizations.
- B. Consultant must specify in writing all subcontractors that Consultant intends to use in performing the work. These subcontractors must be specified in the Work Authorization or in Consultant's proposal for each project or work assignment.
- C. The Consultant represents that before signing this Contract, it carefully examined this Contract and any attached Exhibits or Amendments and is fully informed of all of the conditions affecting this Contract and the work to be done under this Contract. The Consultant will make no claim against SGA by reason of estimates or representations made by an officer, employee or agent of SGA.
- D. SGA and Consultant will cooperate to develop a mutually acceptable scope of services to be provided and a work schedule, however, Consultant will not provide any services unless authorized, requested or approved by SGA in writing. Work done by Consultant without SGA's written approval shall be at Consultant's risk.

2. General Conditions Applicable to this Master Contract

- A. The term of this Master Contract shall coincide with the termination of the Prime Agreement (January 2, 2020) attached to this Agreement as Exhibit C and can be extended by letter agreement. The Terms and Conditions of this Contract shall apply to Work Authorizations, invoices, payments and all other issues related to this Contract regardless of the Contract expiration date. This Contract is not a commitment by SGA to provide any work to Consultant.

- B. Force majeure, postponement, suspension or termination of work on any SGA project shall not affect Consultant's activities and responsibilities in other work unless directed by SGA.
- C. This Master Contract can be terminated by either party in accord with these General Conditions. If SGA terminates Consultant's work for cause, SGA shall terminate all of Consultant's work and this Contract. If SGA terminates any project for its convenience, the Consultant will continue all other authorized work.
- D. The Work Authorizations will indicate whether the Agreement between SGA and its client (the "Prime Agreement") is made part of this Contract. If so indicated, then all relevant provisions of the Prime Agreement, including, without limitation, retainage, shall apply to the Consultant and its activities under this Contract. In the event of any question regarding the application of the Prime Agreement and this Contract and any conflicting requirements, the provisions of this Contract shall take precedence. All issues relating to conflicted terms shall be reduced to writing and sent to the SGA representative named in the Work Authorization. The representative's written finding shall be final and will be sent to the Consultant within five days of the Consultant's written request. Any further issue shall be resolved as a Dispute.

3. Scheduling

Start work and completion dates for each job are specified in the Work Authorizations.

In the absence of force majeure approved by SGA, Consultant's failure to complete the Work within the period specified in a Work Authorization is a material breach of this Contract.

4. Effect of Consultant's Cost Proposals

Consultant understands that SGA must rely on Consultant's cost and price information and Consultant agrees that all price and cost information provided to SGA and which is incorporated in SGA's Work Authorization shall be firm through the duration of the work.

5. Contract Price and Payment

- A. Consultant shall be paid for work not in dispute in accordance with the Work Authorizations. A Work Authorization Template form is attached.
- B. All Consultant's invoices must include SGA's project number and project manager's name. Additional invoice templates may be required for a specific project or Work Authorization, as stipulated by SGA at the time of approval of the Work Authorization.
- C. Consultant will make its invoices out to SGA in the format required by SGA and will send the invoices and supporting documentation to the SGA Project Manager who signed the Work Authorization. SGA and Consultant will cooperate in an attempt to resolve disputes

and SGA will approve those parts of Consultant's invoices that are not in dispute for payment.

- D. The Consultant shall submit invoices to SGA computed in accord with the Work Authorization and SGA agrees to pay the Consultant all invoiced amounts not in dispute within ten days of SGA's receipt of progress or final payment from SGA's client (named in the applicable Work Authorization). The Consultant must be able to document the invoice delivery.
- E. Any provision of this Contract to the contrary notwithstanding, the Consultant shall be paid only for costs and work accepted by SGA.
- F. Consultant's invoices are inclusive and include all direct and indirect labor charges, all materials, all taxes, all other costs of 'doing business' and profit. Approved professional staff billing rates are attached to this Contract as Exhibit D. All invoices shall reflect hours billed using these rates. Professional staff billing rates shall be fixed for the duration of this contract.
- G. Consultant shall provide documentation to support its invoices and will cooperate with SGA in responding to SGA's client's request for invoice documentation. After receipt and approval by SGA of Consultant's invoice shall be prepared in such form and supported by such documents as SGA may reasonably require. Consultant shall have no claim against SGA for losses incurred as a consequence of invoices rejected by SGA. Unless otherwise agreed upon by the parties in writing, SGA will not be responsible for invoices received later than sixty days after the work is performed or costs are incurred, unless mutually agreed upon by both parties in writing prior to the 60-day expiration. All issues relating to invoices and payments shall be resolved in accord with the terms of this Contract regardless of the Contract expiration date.
- H. Consultant acknowledges that the compensation set forth in the Work Authorizations and in any written amendments to the Work Authorizations shall be full and complete satisfaction for all SGA's indebtedness and obligations of any nature whatsoever to Contractor for the Services described in the Work Authorization and subsequently paid for by SGA pursuant to this Contract. Such payment is inclusive and includes any and all costs for Contractor's inefficiency, disruptions or delays associated with Contractor's Services. Contractor agrees that acceptance of payment in the amount set forth in the Work Authorizations and in any written amendment shall constitute for itself and for all of its successors and assigns, a full release and discharge of SGA and SGA's Client from all debts, demands, claims, actions, cause of actions, suits, accounts, covenants, contracts, agreements and any and all other claims and liabilities whatsoever, in law and equity, arising under or by virtue of this Contract and any amendments thereto.

6. Changes

- A. SGA may increase or decrease the Consultant's work at any time or direct the Consultant to alter the Work, including but not limited to any action of Termination by SGA's Client.

However, Consultant shall make no changes in the Work unless directed by SGA. All changes in the Work made by Consultant without SGA's prior written approval shall be at Consultant's risk and Consultant waives all claims for additional compensation. Consultant shall have no claim against SGA for reduced work or for work eliminated from the Scope of Work.

- B. Increased costs related to changes in the Work requested by SGA are to be invoiced to SGA in accord with the Work Authorization or negotiated with SGA at the time SGA requests a change in the Work. All changes in the Work and the costs associated with the changed work must be authorized by SGA in writing before the changed work is implemented. A description of the changed work and budget must be signed and dated by SGA and Consultant and attached to the Work Authorization.

7. Correction of Errors

The Consultant is responsible for deficient, faulty or defective work whether provided by Consultant or any of its subcontractors and Consultant shall correct or revise such work without additional compensation and without increasing SGA's costs.

Faulty or defective work shall be all work that does not conform to the compliance requirements applicable to Consultant's work or the requirements specified in a Work Authorization and this Contract.

If the Consultant does not correct such work within the time specified by SGA in writing, SGA may correct or remake the work with its own staff or SGA may have others correct or remake the work. If SGA corrects or remakes the work, Consultant shall be responsible for all SGA's costs and expenses computed in accord with SGA's fee schedule then in effect. If SGA has another party correct or remake the work, Consultant shall reimburse all of SGA's additional costs including the cost of SGA's labor computed in accord with SGA's fee schedule then in effect.

Any amount owed by Consultant as a result of SGA's effort to correct Consultant's deficient work and any costs incurred by SGA in collecting such payment shall, notwithstanding any other payment or settlement, constitute a valid claim against the Consultant and its successors, assigns and survivors until paid in full.

8. Consultant's Evaluation

SGA cannot assure that any information provided to Consultant is correct and Consultant must make an independent evaluation of information provided by SGA or any other party. Consultant's failure to evaluate or verify such information does not relieve Consultant from any of the obligations of this Contract.

9. Relationship of Parties

- A. The Consultant is and shall be an Independent Contractor with the authority to select the means, manner, and method of performing the Work and assuring the safety of its and its

subcontractor's personnel without detail, control, or direction by SGA. Consultant and its supervisors will receive information from SGA regarding the results to be accomplished, however, SGA is not responsible for Consultant's means, methods, techniques, sequences or procedures used to perform the Work; the safety precautions and programs incident thereto; acts or omissions of the Consultant or any of its agents, employees or subcontractors. SGA shall not be responsible for Consultant's failure to perform the Work in accordance with the Contract Documents. Compliance by Consultant, and its employees, with engineering directions or changes in the Work made by SGA shall not affect Consultant's status as an Independent Consultant and shall not relieve Consultant of its obligations under this Contract.

- B. This Contract does not create an employer/employee relationship between the parties and Consultant's employees, agents, and contractor shall not represent that they are employees of SGA. Consultant's agents and Consultants are not parties to this Contract.

10. Liens

- A. Consultant is obligated to pay its labor and contractors. Therefore, following SGA's payment of Consultant's invoice and to the extent permitted under applicable law, Consultant agrees not to file any lien against SGA, SGA's client or the Project Site or Sites and will immediately cure any lien filed by any of its contractors providing services or materials related to any work covered by this Contract.
- B. To the extent permitted under applicable law, Consultant will hold SGA and SGA's client harmless from and against all costs, expenses, losses, and liabilities, including, but not limited to, reasonable counsel fees, arising from any filing or notice of intention to file any lien or encumbrance as a result of or in connection with the Work. This waiver and indemnity agreement will remain in effect regardless of any dispute relating to the Work or any delay in payment.
- C. Consultant's failure to make timely payment to its labor and contractors is a material breach of this Contract and, in the event any lien or charge relating to the Work is asserted or filed against SGA or SGA's client by Consultant or any of the Consultant's contractors, SGA shall have the right to retain out of any payment then due or thereafter to become due to Consultant, an amount sufficient to discharge such lien or charge.

11. Designated Representative

- A. SGA's authorized representative has the sole authority to order changes in the Scope of Work, to reject defective Work and to resolve issues relating to the Contract documents.
- B. Consultant's representative is in charge of all aspects of Consultant's work and its compliance with this Contract.

12. Release and Indemnification

- A. To the full extent permitted by law, the Consultant assumes responsibility and liability for any and all personal injury, death, property damage and other claims and judgments against SGA due to (a) Consultant's or its contractors' negligence or defective Work; (b) Consultant's breach, default, noncompliance or violation of this Contract; and (c) penalties imposed on SGA or SGA's Client on account of the Consultant's violation of any law or legal requirement except where compliance was expressly SGA's obligation.
- B. To the full extent permitted by law, the Consultant for itself and for those claiming through it, agrees to release, indemnify, defend and hold harmless SGA and SGA's Client (named in the Work Authorization) and their respective officers and employees, heirs, successors in interest, grantees and assigns (collectively, the indemnified parties) from all losses, claims, demands, causes of action, liens, damages, fines, penalties, costs and expenses (including reasonable legal defense costs) to the extent resulting from or out of any of the causes specified in this Article and from any and all liability or claimed liability that the indemnified parties may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims. Consultant agrees to assume the defense (with counsel satisfactory to the indemnified parties) of any legal action or other legal proceeding brought against one or all of the indemnified parties by reason of such damage, injury or claim and to pay on behalf of one or all of the indemnified parties the amount of any judgment, decree, award, compromised settlement or order entered against or made by one or all of the indemnified parties.
- C. The foregoing release and indemnification does not extend to any loss, damage, expense or liability to the extent caused by SGA's negligence or resulting from any non-negligent action taken by the Consultant in response to SGA's specific written direction. Nothing in this Contract will be construed to require any indemnification which would make the Consultant's agreement to indemnify SGA void or unenforceable or eliminate or reduce any indemnification or rights which SGA may have by law. In the event that any term or provision of this Article is found void or unenforceable, it will not thereby invalidate or be construed to invalidate any other term or provision of this Article or this Contract, all of which will remain in full force and effect.
- D. In no event shall either Consultant or SGA have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customer or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work, or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

13. Insurance and Bond

- A. Consultant shall, at its sole expense, maintain in effect at all times during the duration of this Contract the insurance coverage equal to or greater than shown in SGA's Prime Agreement with its Client. Insurers must be licensed in the Commonwealth of Pennsylvania and be reputable and acceptable to SGA.
- B. Consultant shall provide SGA with certificates indicating that the required insurance has been obtained and that Consultant is covered thereby. **Consultant shall do no work unless and until it has the required insurance coverage. Consultant must provide a current certificate prior to or at the time Consultant accepts a Work Authorization. Consultant's violation of this requirement is a material breach of Contract and SGA will terminate this Contract for cause.**
- C. Consultant must not employ any contractor on SGA's work unless the contractor's insurance is materially equivalent to Consultant's coverage and SGA and SGA's client are named as additional insured. SGA may request a certificate showing the contractor's insurance. Failure to comply with this insurance requirement is a breach.
- D. The certificates of insurance furnished to SGA shall specify the limits of Consultant's coverage, the names of insurers, policy numbers and expiration dates. Consultant's commercial insurance must name SGA and SGA's client (named in the Work Authorization) as additional insured. If a policy endorsement is required to name the additional insured, Consultant must provide evidence indicating that the policy has been endorsed.
- E. The Consultant shall, if required by SGA's Work Authorization, furnish performance and/or payment bonds from a surety acceptable to SGA and SGA's client. The cost of such bonds shall be invoiced to SGA.

14. Documents, Data and Project Deliverables

- A. Project documents and data developed by Consultant as part of the work are SGA's property.
- B. Consultant shall deliver all documents and data, reports and other documents to SGA at times established in SGA's Work Authorization. Any agreement to pay Consultant notwithstanding, SGA will not pay Consultant unless such reports and data are delivered in accord with the Work Authorization schedule.
- C. In the event that this Contract or any work is terminated for any reason, the documents and data pertaining to the affected work shall be delivered to SGA within five days after the Consultant has received SGA's termination notice. SGA will not make final payment to Consultant unless Consultant delivers all data and reports to SGA.

- D. The Consultant's Quality Verification Statement (Exhibit B) is an integral part of this Contract.
- E. The parties agree that they will not use or distribute the project deliverables in any way unrelated to the limited purpose of the work or in any way unrelated to the requirements specified in the Prime Agreement. The parties also agree that they have no effective control over the use or distribution of Consultant's deliverables or other work product by SGA's client or any other party and are not responsible each to the other for the consequences of such use or distribution.
- F. Consultant acknowledges that the "material" may be subject to the United States Freedom of Information Act (FOIA) and the Pennsylvania Right-To-Know-Act and SGA's Client may be under obligation to produce said materials to a third party.

15. Publicity, Confidentiality of Information

Consultant shall treat all drawings, maps, data, reports, and other information relating to the work as confidential and shall not, without SGA's written consent, issue any oral or written statement concerning the Work to any other party unless required by a lawful order. In the event of such order, Consultant shall notify SGA as soon as possible and follow SGA's lawful instructions.

16. Force Majeure

The Consultant shall not be liable to SGA for Consultant's failure to perform the Work if and to the extent that such failure to perform is caused by industrial or civil disturbances which prevent Consultant's access to the work site or any location used by Consultant in performing the Work; or Consultant's compliance with any regulations, order, or requirement of any governmental body or agency which effectively suspends the Work. If SGA agrees that Consultant cannot perform the work for any of these reasons or for some other reason beyond Consultant's reasonable ability to control (financial difficulty is not a reason beyond Consultant's ability to control), SGA will compensate Consultant for Work performed up to the date of the beginning of such period and the remainder of the work will be postponed or SGA shall have the right to terminate the WORK AUTHORIZATION or this Contract for SGA's convenience.

17. Compliance

- A. The Consultant will attempt in good faith to obtain necessary licenses and permits required to carry out the work described in the Work Authorizations and shall invoice these costs to SGA. The costs of required licenses and permits must be itemized in the Work Authorizations in order to be allowable expenses to be invoiced to SGA.
- B. The Consultant represents and warrants that it will comply fully with all Federal, State and local laws, ordinances, regulations and codes, relating to, governing or affecting the Work as they are in effect at the time the Work is done.

- C. Consultant represents, warrants and affirms that it has complied or will comply with all Federal, state and local labor agreements required to provide the services contemplated under this Contract.
- D. Whenever the Consultant believes that any aspect of the Work is faulty or at variance with any laws, regulations, rules, codes or ordinances that apply to the Work, or could result in unsafe conditions or cause property damage or personal injury, the Consultant must immediately stop the affected Work and notify SGA giving a full description of the circumstances. The Consultant will not proceed with the affected work until it is satisfied that the work can be done in a safe manner and in full compliance with all relevant laws, regulations, rules, codes or ordinances that apply to the Work. Any delay in the work caused by Consultant's notice pursuant to this Article will be excused by SGA and the work schedule shall be amended to reflect the delay.
- E. In the event any penalty is levied against SGA for Consultant's violation of Consultant's responsibilities under this Article or this Contract, the Consultant shall immediately assert its responsibility and pay any fine or penalty.

18. Work Site Safety, Consultant's Health & Safety Plan, OSHA Compliance

If deemed prudent and prior to the start of Work under a Work Authorization, SGA will provide the Consultant with information describing the site hazards to the extent known to SGA at the time the Work Authorization was issued and a copy of SGA's site specific Health & Safety Plan. The Consultant may use SGA's information as it sees fit. This information and its use by Consultant notwithstanding, the Consultant is and shall remain solely responsible for the safety of its and its contractor's employees without control or direction by SGA. Consultant understands and agrees that SGA has no effective control over and is not responsible for the actions of Consultant's employees or any of its contractors' employees and has no management authority over any of them and that SGA did not and could not have created any safety hazard relating to the Consultant's work at the site and is in no position to prevent, correct or remove any such hazard.

Prior to the start of work the Consultant will provide SGA with written assurance on Consultant's letterhead signed by a responsible official of Consultant, indicating that Consultant's site specific Health and Safety Plan covers all Consultant's operations at the work site and that Consultant's employees who will be assigned to the work have all required and current safety-related certifications. Consultant understands that SGA's Work Authorizations do not constitute SGA's direct, indirect or tacit approval of Consultant's Health & Safety Plan. Consultant's Health & Safety Plan notwithstanding, nothing in this Contract or Consultant's assurance regarding the existence and adequacy of its Health & Safety Plan or the manner of its implementation in the field, shall relieve Consultant from its obligation to protect its personnel and others under its control in a manner that satisfies all current safety standards and regulations applicable to the work.

If SGA is fined or otherwise penalized because of Consultant's violation of any OSHA standard or other workplace safety regulation or requirement, including any requirement in accord with 29 CFR 1910 and 1926, or the OSHA Multi-Employer Citation Policy (or any state equivalent), the Consultant shall immediately correct the deficiency and reimburse SGA. The Consultant's failure to correct the deficiency within 24 hours shall be a material breach of this Contract.

19. Consultant's Employees

- A. Consultant's employees must, as required by law, possess the necessary license(s) or certification(s) to perform the work.
- B. SGA may terminate this Contract for cause if any of Consultant's principals or employees are employees of or Consultants to any unit of government that has an interest in the work or the work site.

20. MBE/WBE Status & Equal Opportunity

- A. Consultant and its contractors shall not discriminate in any form or manner against their employees or applicants for employment on the grounds of race, color, national origin, religion, sex, sexual orientation, age, handicap, marital status or prior military service. Consultant shall comply with the Equal Opportunity requirements in Federal, state and local law which are applicable to Consultant's operations under this Contract or are required as 'roll-down' provisions in Client's contract with any Federal, state or local government entity.
- B. If Consultant holds a bona fide current MBE or WBE certification issued by a Federal, state or local agency, it agrees to maintain this status over the duration of this Contract. Consultant's failure to maintain this status shall be a material breach of this Contract.
- C. If Consultant asserts MBE or WBE status, it warrants and represents a) that it is providing a useful project-related function and is not a passive conduit of funds to some other firm; and b) that the minority or woman owner has the legal authority and ability to control elements of the business and that the minority or woman ownership's interest in the firm is real, substantial and continuing, carrying with it the risk of loss and share of profit commensurate with the ownership share. 'Control' of the business includes the legal authority to sign contracts and make pricing, staffing and general management decisions.

21. Conflict of Interest

- A. A conflict of interest exists when the Consultant's obligations to another party (including the government) may impair the Consultant's objectivity in performing the services requested by SGA.
- B. The Consultant represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information to SGA.
- C. The Consultant agrees that if an actual or potential conflict of interest is discovered, including with any subcontractors of the Consultant, it will make a full disclosure to SGA as soon as possible in writing. This disclosure shall include a description of the actions which the Consultant has taken or proposes to take to avoid or eliminate the conflict.
- D. SGA may terminate this Contract for its convenience in whole or in part, if it deems that termination is necessary to avoid a conflict of interest. SGA may terminate this Contract for cause if the Consultant was aware of an actual or potential conflict of interest prior to signing this contract, or if Consultant discovered an actual or potential conflict of interest and did not disclose it to SGA or if Consultant misrepresented relevant information.
- E. During the term of this Agreement and for a period of one year after the termination of this Agreement, or any extensions or renewals thereof, neither party will directly or indirectly solicit, employ, hire or retain any employees of the other party or its affiliates without such parties' prior written consent.

22. Assignment and Subcontracting

- A. This Contract may not be assigned by either party or their rights, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the prior written consent of the other party.
- B. Consultant must not subcontract any part of the work without SGA's written consent. In the event that the Consultant subcontracts the work, the Consultant is fully responsible for the subcontracted Work as if it was done directly by Consultant.
- C. In the event that Consultant subcontracts any Work related to this Contract, these General Conditions are made part of any Agreement between Consultant and its contractors.

23. Termination for Consultant's Default or Other Cause

- A. SGA may terminate the services of Consultant at any time by giving written notice to Consultant specifying that termination is being made under the provisions of this Article and specifying the effective date of termination if; the Consultant is unable or unwilling to provide or continue the work described in a Work Authorization for any reason, including its failure to provide the deliverables specified in a Work Authorization; the Consultant fails to provide or maintain the required insurance coverage; the Consultant violates laws, ordinances, governmental rules, regulations or codes associated with the Work; the Consultant disregards SGA's instructions which are consistent with this Contract; or Consultant materially breaches this Contract.
- B. In the event the Consultant is terminated for its convenience, default or cause, SGA shall take possession of and complete the Work by whatever means SGA deems expedient and Consultant shall transfer the Work to SGA in accord with SGA's instructions. Consultant shall not be entitled to any further payment for work performed after SGA's termination notice. Consultant's responsibility to SGA shall survive this Agreement and constitute SGA's valid and continuing claim against the Consultant and its successors, assigns and survivors until paid in full.

24. Suspension, Postponement or Termination for SGA's Convenience

- A. SGA shall have the unrestricted right, and without having to show default on the part of Consultant, to suspend, postpone, terminate or reduce the Work or any part of the Work by providing written or verbal notice to Consultant and such action by SGA shall not be a breach of this Contract.
- B. In the event of such suspension, postponement or termination, Consultant shall immediately stop the work as directed by SGA and submit an invoice for all unpaid work. The Consultant will be compensated for satisfactory work and work in progress if the Work is changed, decreased or eliminated after SGA directs the Consultant to proceed. The Consultant will not be compensated for work eliminated from the Scope of Work before the Consultant begins work on it.
- C. In the event that SGA terminates this Contract or amends it by decreasing the work, the Consultant shall have no claim against SGA for loss of profits or damages of any kind relating to the decreased work.

25. Notices

Any notice to SGA or Consultant shall be sent by e-mail, certified or registered mail or private express service to the address specified in the Work Authorization. The party giving notice must be able to show proof of delivery.

26. Audit, Access to Records

The Consultant shall maintain all books, documents, and other evidence relating to the work under this Contract in accordance with generally accepted accounting practices. SGA or its authorized representative shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying for a period of three years after final payment.

27. Dispute Resolution

- A. Any legal action to resolve a dispute arising out of this Agreement must be filed within one year from the time the cause of action arose or it shall be time barred.
- B. The parties shall attempt in good faith to resolve any dispute, controversy or claim related to this Agreement within twenty days after the date any such issue arises (the "Issue Date"). If the parties cannot resolve a dispute within this period, the parties agree to submit the dispute to mediation within thirty days after the Issue Date and may use any mediator upon which they mutually agree. If the parties cannot mutually agree on a mediator within sixty days after the Issue Date, the parties will each select a mediator. The two mediators will then select a mediator who will attempt to settle the issue. The cost of any mediation will be split equally between the parties.
- C. The parties agree that any dispute that cannot be settled directly between them, or through mediation may be settled in accord with the laws of the Commonwealth of Pennsylvania. The parties agree that there will not be a jury trial.

28. Intent of this Contract

- A. This Contract, and any associated Work Authorizations and exhibits constitute the entire agreement between SGA and Consultant and supersede all prior negotiations and dealings pertaining to the subject matter hereof.
- B. No change in any of the provisions of this Contract shall be binding upon either party unless made in writing and signed by Consultant and SGA.
- C. A waiver on the part of SGA or Consultant of any term or condition of this Contract shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term or condition of this Contract.

- D. The parties agree that this Contract reflects the negotiation and/or discussion of its provisions, terms and conditions and any doubtful or ambiguous provisions will not be construed against SGA.

29. Severability & Survival

If any of the terms and conditions of this Contract are determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and be binding on the parties. The parties agree to reform this Contract to replace any such invalid or unenforceable provisions with a valid and enforceable provision that comes as close as possible to the intent of the stricken provision.

Articles 7, 10, 12, 18, 23, 25, 27, 29 and 30 shall survive the termination of this Contract.

30. Governing Law

Unless specified otherwise in the Work Authorizations, this Agreement shall be governed by the laws of the State of Pennsylvania excluding choice of law rules, which direct application of the laws of another jurisdiction. The provisions of the Consultant's Approved Work Authorization and these General Conditions shall govern exclusively any Services furnished by Consultant and shall prevail over and render void any inconsistent or conflicting provision of the Contract Documents. If any term, condition, provision or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

31. Contract Headings and Format

Headings, boldface and underlines are for reference or emphasis and do not affect the meaning of any part of this Contract.

EXHIBIT ACONSULTANT'S INSURANCE

- A. Except as otherwise specified in a Work Authorization issued under this Contract, the Consultant will at its sole cost and expense, obtain and maintain the following insurance or the insurance specified in the Prime Agreement, whichever requires the greater coverage:
- X Commercial General Liability Insurance in a form and of a nature broad enough to insure all Consultant's activities and work under this Contract. Consultant's insurance may be provided by a combination of primary and umbrella coverage covering Consultant's liability arising out of any death, bodily injury or property damage including loss of use thereof.
 - X Worker's Compensation Insurance in amounts required by the laws of each state in which any portion of the Work is performed and Employer's Liability insurance. Such policy or policies of worker's compensation and employers' liability insurance shall be endorsed to include a waiver of subrogation in favor of SGA where permitted by statute.
 - X Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles and vehicular equipment used by Consultant in providing the Work.
- B. All Consultant's insurance policies will (a) be written by companies licensed to provide the coverage in each jurisdiction in which the Work is to be performed; (b) have an A.M. Best rating of A- or better and be acceptable to SGA; (c) Consultant's commercial policy must designate SGA and SGA's Client (as specified in the Work Authorizations) as additional insured; (d) include a provision that no act or omission of Consultant or any party acting under its direction will limit the obligations of the insurance company in respect to any additional insured; (e) provide that the required coverage will not be reduced or canceled without at least 30 days prior written notice to SGA. If a policy endorsement is required to name the additional insured, the Consultant must provide proof of the endorsement.

Consultant's insurance certificates and related documents should be sent to the SGA representative who signed the Work Authorization prior to the start of work.

If SGA does not receive this documentation, SGA may suspend the Work or terminate this Contract for cause.

C. Consultant's insurance requirements, including the amounts specified in this Exhibit, are subject to modification by SGA. Any Modification will be stipulated in the Work Authorizations.

D. Consultant's Insurance Requirements

The Consultant will maintain, throughout the term of this Agreement, insurance of the kinds and having the limits of liability and coverage(s) as set forth below:

A.	Worker's Compensation - Coverage A	Statutory
	Employer's Liability-Coverage B	\$1,000,000 each occurrence
B.	Commercial General and Contractual Liability	
	Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
C.	Comprehensive Automobile Liability	
	Combined Single Limit	\$1,000,000
D.	Professional Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
E.	Umbrella/Excess Policy	\$4,000,000 per claim

Stromberg Garrigan & Associates, Inc. shall be named as an additional insured on coverages furnished under B) and C) hereunder and Consultant and its insurers shall waive any and all rights of subrogation against SGA and Client which may arise under any policies of insurance provided hereunder.

EXHIBIT B
CONSULTANT'S QUALITY VERIFICATION STATEMENT

Consultant must provide a signed copy of this form with each deliverable specified in the Work Authorization or the deliverable will not be accepted. Consultant must provide SGA with a true copy of Consultant's internal QA/QC review and approval forms related to the deliverable.

This form must be signed by Consultant's Quality Control/Quality Assurance Officer

Project Name: Oil Region Alliance U.S. EPA Community-wide Assessment Grant Project

SGA Project Number: 20010

Deliverable Description:

I, _____, warrant and represent that the project deliverable described above and attached to this form was developed in accordance with the project scope of work and that all elements relating to the quality of the deliverable were verified in accordance with the requirements of my firm's internal quality management/quality assurance system. This deliverable satisfies all requirements of our Contract with SGA.

Signature: _____
 (Consultant's QC/QA Officer)

Date: _____

Consultant: _____

'Deliverable' shall mean all aspects of design including, without limitation, drawings, calculations, maps, materials and specifications, reports, data bases, logs and other information developed from wells, borings and cores, laboratory data, materials schedules, instrument calibration data and all other items developed, prepared and delivered to SGA by Consultant as specified in the Scope of Work in any media.

APPENDIX B

User Provided Information

DRAFT

ASTM-E1527-13 USER QUESTIONNAIRE

Site Name and Address:

Kraft/Dahlstrom Site

304 Duncomb Street

Oil City, PA 16301

1. What is the reason for performing the Phase I ESA (e.g. new loan, foreclosure, property sale, property acquisition, etc.)?

2. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

3. Are you aware of any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

4. As the user of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

5. Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property? _____

6. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

- a. Do you know the past uses of the property? _____
- b. Do you know of specific chemicals that are present or once were present at the property? _____
- c. Do you know of spills or other chemical releases that have taken place at the property? _____
- d. Do you know of any environmental cleanups that have taken place at the property? _____

7. As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

8. Do any previous Phase I ESA, Phase II ESA, Transaction Screen, or other environmental reports exist for the subject site? If so, please provide a copy of the report(s).

9. Do you have copies of the current and former deeds for the subject site? If so, please provide copies.