REMEDIATION AGREEMENT UNITED REFINING COMPANY OF PA KWIK FILL M-389 (FORMER SPENCER'S KEYSTONE R0011) 8795 WATTSBURG ROAD, ERIE, PA 16509

PADEP Facility ID #:25-10433 PAUSTIF Claim #:1995-0370(F)

This agreement ("Agreement") is entered into as of the _____day of _____ 2014, by and between United Refining Company of PA ("Client"), with a principal place of business at 15 Bradley St., P.O. Box 688, Warren, PA 16365 and [Insert Environmental Consulting Firm Name and (Appropriate Acronym)], ("Consultant") a [Insert State Name] Corporation with its principal place of business at [Insert Environmental Consultant's Address] (collectively, the "Parties").

RECITALS

WHEREAS, the Pennsylvania Department of Environmental Protection ("PADEP") has determined that corrective action ("Remediation") of a petroleum release at Kwik Fill M-389 at 8795 Wattsburg Road, Erie, PA ("Site") from a regulated underground storage tank ("UST") is required.

WHEREAS, the Parties understand that the Pennsylvania Underground Storage Tank Indemnification Fund ("PAUSTIF") has also determined the Remediation is eligible for reimbursement.

WHEREAS, the Client desires that Consultant perform the Scope of Work described in Exhibit A to this Agreement (the "Scope of Work") for a total fixed cost (see Exhibit B).

WHEREAS, the PAUSTIF is not a party to this agreement but the Client desires that Consultant perform the scope of work described in Exhibit A to this Agreement (the "Scope of Work") for a total fixed cost (see Exhibit B) and will approve payment so long as the obligations under this Agreement are performed.

WHEREAS, the Parties understand that the PAUSTIF agrees to dedicate funds for the payment of corrective action costs in connection with this Remediation Agreement, not to exceed the limit of eligible funding under Claim No. 1995-0370(M), so long as the PAUSTIF is provided with reporting and monitoring data in accordance with this Agreement to assure that payment is warranted based upon the conditions of this Agreement.

NOW THEREFORE, in consideration of the obligations, covenants, and conditions set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Recitals Incorporated

The above recitals are hereby incorporated as if fully set forth herein.

2. Responsibilities of Consultant

a. Consultant shall, as an independent contractor to Client, perform the Scope of Work.

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- b. The Scope of Work shall be performed in accordance with all applicable federal, state, and local rules and regulations, including the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, meeting and demonstrating attainment of the Standard (as defined in Exhibit A) established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program). The Scope of Work will be completed consistent with Remedial System Design [or Insert name of Appropriate Document], dated [Insert Date] and Response to Telephone Conversation [or Insert name of Appropriate Document] of [Insert Date] that contained clarifications on the Remedial System Design [or Insert name of Appropriate Document] dated [Insert Date]. Both documents are included for reference as Exhibit D of this Agreement. Any significant modification to the Scope of Work will require approval of the Client, Pennsylvania Department of Environmental Protection (PADEP), and the PAUSTIF.
- c. Consultant shall perform the Scope of Work for a total fixed price ("TFP") of [Insert Dollar Value], subject to all other provisions of this Agreement.
- d. Consultant shall attend periodic site meetings with the PAUSTIF and Client for site status updates. Consultant will be provided ten (10) days written notice of the meeting.

3. Responsibilities of Client

- a. Client shall exclusively retain the services of Consultant to perform the Scope of Work, in accordance with, and subject to, the other provisions of this Agreement.
- b. Client shall provide access for Consultant and its subcontractors, to the Site, and shall make reasonable efforts to enter into any other access agreements with other third party property owners, as necessary to complete the performance of the Scope of Work.
- c. Client shall, as necessary to complete the Scope of Work: cooperate and assist Consultant with the preparation and submittal of all relevant information and documents including, correspondence, notices, reports, data submittals, and the like.
- d. Client shall transmit to Consultant copies of all pertinent documentation, correspondence, reports, and the like, sent or received by Client, regarding the environmental conditions at the Site.

4. Period of Performance

This Agreement shall be effective from the date first above written until the Scope of Work is completed by Consultant, subject to the other provisions of this Agreement.

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5. Standard of Care

Consultant will perform the Scope of Work and other services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services under similar conditions in the same or similar locality. The foregoing is in lieu of all other warranties, express or implied, including warranties of marketability or fitness for a particular purpose.

6. Fees and Payment

- a. Consultant shall submit a payment request ("Payment Request") to the Client for approval using the form in Exhibit C upon the completion of milestones as described in Exhibits A, B, and C. The Client approved Payment Request will then be submitted to the PAUSTIF for payment.
- b. Client shall use the PAUSTIF to satisfy the Payment Request in connection with the performance of the Scopes of Work under the following conditions:
 - i. Client shall submit all necessary documentation to effectuate Consultant direct payment from the PAUSTIF;
 - ii. Should the PAUSTIF be temporarily suspended or permanently terminated, Client shall reimburse Consultant for any unpaid Payment Requests within 30 days of notification by Consultant of such suspension or termination.
 - iii. In all cases where Consultant is ultimately paid by the PAUSTIF for eligible amounts paid by Client, Consultant will refund to Client such amounts; and
 - iv. Should PAUSTIF guidelines be substantially changed, either party may terminate this Agreement with or without cause upon a 30 day written notice. Consultant shall be paid any outstanding unclaimed amounts due from Client at the time of such termination within thirty (30) days of notice of termination.
 - v. To ensure payment, Consultant will perform the Scope of Work and remedial actions for the TFP and in accordance with PADEP approved RAP and, if necessary, PADEP approved RAP addendum.

7. Insurance

During the performance of this Agreement, Consultant will carry and maintain the following insurance coverage:

a. Workers Compensation Insurance -- at the statutory limits, and Employer's liability with a limit of not less than \$1,000,000 each occurrence.

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- b. Automobile Liability and coverage on all vehicles owned, hired, or used in performance of this Agreement with limits not less than \$1,000,000 Bodily Injury and Property Damage combined single limit and aggregate.
- c. Comprehensive General Liability Insurance as well as coverage on all equipment (other than motor vehicles licensed for highway use) owned, hired, or used in the performance of this Agreement with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- d. Pollution Liability/Professional Liability at \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

8. Performance Product and Warranty

Not Applicable.

9. Equipment Loss or Damage

Consultant-owned items used for the Agreement that are damaged or destroyed by acts of nature, improper design, installation, maintenance or handling, theft, or vandalism shall be replaced at the sole expense of Consultant. All materials and equipment used for remediation under this Agreement are considered the property of Consultant until reimbursed by the PAUSTIF. Subsequent to reimbursement by the PAUSTIF or regulatory closure of the site or termination of this Agreement ownership of said materials and equipment shall revert to the Client. Client shall have the benefit of all manufacturer warranties on materials and equipment used for this Agreement.

10. Non-performance by Remediation Contractor

Except as provided in Section 8, if Consultant fails to meet any specification of the Scope of Work as outlined in this document, the Client or the PAUSTIF shall notify Consultant by certified letter of the deficiency(ies). In the event of such deficiency(ies), the Client may void the Agreement. Consultant shall be notified by certified letter that the Agreement is void and if any outstanding invoices are payable upon review and approval by PAUSTIF. Pricing used for final outstanding invoicing under this section shall be in adherence with the requirements of Section 6.b.iv of this Agreement.

11. Cancellation

a. The TFP shall not be increased except upon the occurrence of a "New Condition" as defined in this section.

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- b. A "New Condition" exists when one or more of the following events occur and, as the result of such event, Consultant has demonstrated that the cost and/or period of time necessary to accomplish the Scope of Work is increased:
 - i. The discovery of New Contamination (defined as any presence or release, or any portion of a presence or release, of any regulated substance including, without limitation, petroleum that impacts soil, sediments, surface water and/or groundwater and did not exist or was not identified in the Baseline Conditions). Without limiting the definition of New Contamination, New Contamination includes:
 - a documented tank, line and/or dispenser failure, or surface spill, that impacts soil, sediments, surface water and/or groundwater;
 - the discovery of unknown or abandoned underground storage tanks and/or lines and associated equipment that demonstrate that they have caused a release of oil or hazardous material to the environment and this release causes a substantial increase in the scope of work and costs;
 - the detection of any dissolved regulated substances not previously detected at the site; or
 - increases in dissolved regulated substance(s) greater than 100 times the maximum concentration of such regulated substance(s) measured during the two years prior to the execution of this agreement for more than two consecutive quarters, provided that this increase is not attributed directly to the remedial actions being conducted or the deactivation of the remedial actions;
 - ii. Construction or reconfiguration of the Site, to the extent that it interferes with the Scope of Work;
 - iii. Promulgation of new, or change in interpretation of existing, federal, state, or local law, regulation, ordinance or written policy;
 - iv. Limitation of access to the Site or adjacent properties, changes in access, significant changes in access agreements, access that requires the institution of administrative or legal action, or access that requires unreasonable or uncustomary monetary expenditures;
 - v. Demands, claims or lawsuits, and the like, that impact the progress of the remediation or requires additional effort not accounted for in the Scope of Work;
 - vi. Non-payment or continuous late payment of Consultant invoices. Continuous late payment is defined as at least two payments not received for more than 60 days after submittal of associated Payment Requests within a calendar year;
- vii. One or more of site specific assumptions provided in Exhibit A no longer remain true and accurate: or

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- viii. Continued execution of this Agreement will result or has a credible possibility of resulting in a third party lawsuit and/or an enforcement action by the PADEP or other governmental entity.
- c. Upon the discovery or occurrence of any New Condition,
 - i. Consultant shall notify Client and PAUSTIF in writing, describing the details of such New Condition; and
 - ii. Consultant shall provide an additional scope of work and associated cost estimate to account for such New Condition ("Out of Scope Work") for Client's and PAUSTIF's approval and authorization. Upon Client and PAUSTIF approval, Consultant shall continue with the original Scope of Work and perform the Out of Scope Work, with the Out of Scope Work performed on a time and materials, unit cost or lump sum basis as Consultant, Client and PAUSTIF shall agree; or
 - iii. If Consultant, Client and PAUSTIF are unable to agree as provided above as to the value of the Out of Scope Work, Consultant or Client may terminate this Agreement. Upon such termination, Consultant shall be paid for all incurred and outstanding costs, fees and expenses as of the date of termination and all reasonable demobilization costs (provided the total amount for all such fees and expenses shall not exceed the Total Fixed Price). Consultant shall submit all pertinent expenses and outstanding invoices to Client for review, authorization, and submittal to the PAUSTIF for payment. At this point, Consultant shall have no further obligations under this Agreement. If Consultant is released from this Agreement, all environmental remediation and monitoring equipment and material purchased solely for the execution of this Scope of Work shall remain onsite and in a usable state/condition.
 - iv. Client in its sole discretion may terminate this Agreement. Upon such termination, Consultant shall submit pertinent outstanding invoices to Client for review, authorization, and submittal to PAUSTIF. At this point, Consultant shall have no further obligations under this Agreement. If Consultant is released from this Agreement, all environmental remediation and monitoring equipment and material purchased solely for the execution of this Scope of Work shall remain onsite and in a usable state/condition.

12. Indemnity

Consultant shall indemnify and hold Client harmless from and against any liabilities, losses, claims, orders, damages, fines and penalties (collectively, "Claims") arising out of or related to acts or omissions of Consultant in the performance of the Scope of Work. This shall include, but not be limited to, late submittals or failure to submit, to the implementing governmental agency, of Remedial Action Progress Reports (RAPR), Discharge Monitoring Reports (DMR), building permits, and the like. Client shall indemnify and hold Consultant harmless from and against any

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Claims arising out of or related to (i) the negligent acts or omissions, or violations of Law, of Client, and (ii) regulated substances, including petroleum, that are present at, released to or from or removed from, the site; unless such Claims are attributable of the Consultant's negligent acts, omissions or violations of Law.

13. Closure

The Consultant shall remove all associated remediation equipment and materials including utilities and from the site within sixty (60) days of receipt of DEP approval of its Remedial Action Completion Report. The Consultant shall abandon all wells (including preexisting wells from the site characterization), borings, trenches, and piping/utility runs installed by the Consultant as part of corrective action in accordance with all applicable requirements within 60 days of receipt of DEP approval of its Remedial Action Completion Report. Disruption of the Client's normal business shall be kept to a minimum. The Consultant shall return the site to the condition prior to initiation of the Scope of Work. Conditions prior to initiation of the Scope of Work will be established by preparing detailed site plans and photographic documentation.

14. Governing Law and Assignment

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and it may not be assigned without the prior written consent of the other party.

15. Modification

No modification to or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

16. Integration and Severability

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the Parties. The Agreement shall not be subject to any change or modification except by the execution of a written instrument executed by the Parties hereto.

The provisions of this Agreement are severable, and in the event any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

17. Dispute Resolution and Cancellation

In the event that a dispute between the PAUSTIF and Client arises during the execution of this contract, Client may appeal a decision of the PAUSTIF in accordance with 25 Pa Code §977.61 Subchapter E Dispute Procedures. Consultant will make all reasonable efforts to assist Client in

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the presentation of its case which may include furnishing evidence, preparation of affidavits, attending depositions and providing testimony.

In the event of a dispute, Client may terminate this Agreement and Consultant will be released from further obligation. Consultant shall be notified by certified letter that the Agreement is canceled and any expenses and outstanding invoices are payable upon review and approved by the Client.

18. Order of Precedence

In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- A. This Agreement
- B. The Scope of Work (Exhibit A)
- C. Schedule of Fixed Prices (Exhibit B)
- D. Consultant Bid Response [or Proposal] Document dated [Insert Date of Bid Response]
- E. The Request for Bid Document dated 11/25/13
- F. Task Orders (if applicable)
- G. Other Contract Documents

The remainder of this page left blank intentionally.

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19. Notice

Any notice, request, demand or communication which is or may be required to be given hereunder shall be deemed given when sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Client: United Refining Company of PA

Attn: Scott C. Wonsettler

15 Bradley St. P.O. Box 688

Warren, Pennsylvania 16365

If to Consultant: [Insert Environmental Consulting Firm Name or Acronym]

Attn: [Insert Point of Contact]
[Insert Point of Contact Job Title]

[Insert Street Address]

[Insert Township Name], Pennsylvania [Insert Zip Code]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by its duly authorized representative in two identical counterparts on the day and year first above written.

For: United Refining Company		For: [Insert Environmental Consulting Firm Name or Acronym]		
Ву:	Date	By:		
Name:		Name:		
Title:		Title:		

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EXHIBIT A SCOPE OF WORK

(Scope of Work is defined here as described in Section 2b)

Location: Kwik Fill M-389 (former Spencer's Keystone R0011)

8795 Wattsburg Road, Erie, PA 16509

Goals:

The goal of this project is to cost effectively achieve an Act 2 closure of this site by demonstrating attainment of the Pennsylvania Department of Environmental Protection (PADEP) used aquifer Statewide Health Standard Medium-Specific Concentrations (the "Standard") for benzene, toluene, ethyl benzene, xylenes, methyl-tert-butyl ether (MTBE), isopropylbenzene (cumene), and naphthalene (collectively, the compounds of concern or COCs) in soil and groundwater in a residential setting as documented in a final Remedial Action Completion Report (RACR). Presently, the Client believes that previously completed soil vapor sampling has shown that COC concentrations in the soil vapor phase meet the residential screening levels. In addition, the Client believes that attainment of the Standard for all COCs in soil has been largely demonstrated, although Milestone C calls for additional soil attainment sampling to fill in some perceived data gaps. Consequently, the main focus of the Scope of Work (SOW) is on demonstrating attainment of the Standard in groundwater, although the Consultant will be responsible for documenting all attainment demonstration and soil vapor sampling results as part of Milestone D.

Strategy/Scope of Work:

The Strategy/SOW provided below is as described in the Bid Response Document dated [Insert Date] and the Request for Bid Document dated 11/25/13, with the following exceptions:

• [Insert site-specific exceptions or "None"]

Site Specific Assumptions:

The Site Specific Assumptions are described in the Bid Response Document dated [Insert Date] and the Request for Bid Document dated 11/25/13, with the following exceptions:

• [Insert Site Specific Assumptions or "None"]

Provisions:

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EXHIBIT B Schedule of Fixed Prices

Milestones:

ID	Milestones Sub-Milestones	Estimated Schedule to Complete	Amount (dollars \$)
A	Installation of Three Downgradient Monitoring Wells.	1 quarter	\$Insert
		Q1	Amount
B1	Attainment Sampling: Groundwater	1 quarter Q2	\$ Insert Amount
		1quarter	\$ Insert
B2	Attainment Sampling: Groundwater	Q3	Amount
		1quarter	\$ Insert
В3	Attainment Sampling: Groundwater	Q4	Amount
D.4	Au :	1quarter	\$ Insert
B4	Attainment Sampling: Groundwater	Q5	Amount
B5	Attainment Compliant Compliant	1quarter	\$ Insert
ВЭ	Attainment Sampling: Groundwater	Q6	Amount
В6	Attainment Sampling: Groundwater	1quarter	\$ Insert
D 0	Attainment Sampring. Groundwater	Q7	Amount
В7	Attainment Sampling: Groundwater	1 quarter	\$ Insert
<i>D</i> /		Q8	Amount
В8	Attainment Sampling: Groundwater	1 quarter	\$ Insert
		Q9	Amount
C	Soil Attainment Demonstration	1 quarter	\$ Insert
		Q10	Amount \$ Insert
D	Remedial Action Completion Report	1 quarter Q11	Amount
		1 quarter	\$ Insert
Е	Site Restoration and Closure	Q12	Amount
		1 quarter	\$ Insert
F1	Optional - Additional Groundwater Monitoring	Q13	Amount
EO	Optional Allitical Country of Maritains	1 quarter	\$ Insert
F2	Optional - Additional Groundwater Monitoring	Q14	Amount
F3	Optional - Additional Groundwater Monitoring	1 quarter	\$ Insert
гэ	Optional - Additional Groundwater Monitoring	Q15	Amount
F4	Optional - Additional Groundwater Monitoring	1 quarter	\$ Insert
	Optional - Additional Oroundwater Monitoring	Q16	Amount
G	Optional – Fate and Transport Modeling	1 quarter	\$ Insert
		Q17	Amount
H1	Optional – Sampling of GAC Treatment System, Year 1	1 quarter	\$ Insert
-	Optional – Sampling of GAC Treatment System, Year 2	Q18	Amount \$ Insert
H2		1 quarter Q19	\$ Insert Amount
		Q19	Amount

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НЗ	Optional – GAC Change Out	1 quarter Q20	\$ Insert Amount
	TOTAL CONTRACT CEILING		\$Insert Total Amount

Additional Measures:

None

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EXHIBIT C PAYMENT REQUEST SCHEDULE

Milestone Identification		Supporting Documentation	Completion Date (months)	Payment Request Amount (\$)
A	Installation of Three Downgradient Monitoring Wells.	•		
B1	Attainment Sampling: Groundwater	•		
B2	Attainment Sampling: Groundwater	•		
В3	Attainment Sampling: Groundwater	•		
B4	Attainment Sampling: Groundwater	•		
В5	Attainment Sampling: Groundwater	•		
В6	Attainment Sampling: Groundwater	•		
В7	Attainment Sampling: Groundwater	•		
В8	Attainment Sampling: Groundwater	•		
С	Soil Attainment Demonstration	•		
D	Remedial Action Completion Report	•		
Е	Site Restoration and Closure	•		

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Milestone Identification		Supporting Documentation	Completion Date (months)	Payment Request Amount (\$)
F1	Optional - Additional Groundwater Monitoring			
F2	Optional - Additional Groundwater Monitoring	•		
F3	Optional - Additional Groundwater Monitoring	•		
F4	Optional - Additional Groundwater Monitoring	•		
G	Optional – Fate and Transport Modeling	•		
H1	Optional – Sampling of GAC Treatment System, Year 1	•		
H2	Optional – Sampling of GAC Treatment System, Year 2	•		
Н3	Optional – GAC Change Out	•		

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EXHIBIT D SUPPORTING DOCUMENTS

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