

December 16, 2022

VIA ELECTRONIC DELIVERY

Carl Spadaro
Max Environmental Technologies, Inc.
233 Max Lane
Yukon, PA 15698
cspadaro@maxenvironmental.com

Re: Technical Deficiency Letter No. 2
Phase I Exclusionary Siting Criteria Application
Proposed Hazardous Waste Landfill No. 7
Max Environmental Technologies, Inc. – Yukon Facility
South Huntingdon Township
Westmoreland County
I.D. No. PAD004835146
APS No. 1071176
AUTH No.1410078

Dear Mr. Spadaro:

The Department of Environmental Protection (DEP) has conducted further technical review of the above-referenced application to determine whether the proposed facility site for Hazardous Waste Landfill No. 7 complies with the Phase I Exclusionary Siting Criteria of 25 Pa. Code §§ 269a.21—269a.29.

The purpose of this letter is to cite additional deficiencies beyond those addressed in the first Technical Deficiency Letter dated November 2, 2022.

Part 1 of this letter cites deficiencies that have been identified concerning compliance with individual Exclusionary Siting Criteria set forth in 25 Pa. Code §§ 269a.21—269a.29, and Part 2 presents deficiencies in the site drawings and forms submitted with the application.

Part 1: Deficiencies in compliance with individual Exclusionary Siting Criteria

1. **§ 269a.21, Water Supply.**

MAX must either confirm that respondent ID No. 180 has a public water supply or provide an explanation of how MAX will address the requirements of 269a.21(b) if there is no public water supply available for this residence.

Comments:

- There are five respondents that have private wells, yet they did not indicate that they are served by public water [ID Nos. 045, 132, 180, 189, 203 of Exhibit 9-4.3]. The application states that all five residences are beyond the ½ mile perimeter of the facility site [Exhibit 9-4.3, Note at bottom of Page 9]. The residence with a private well that indicated no alternate water supply located at 357 Spring Street, Yukon, PA is within ½ mile of the proposed facility site boundary. The distance of this residence (ID No. 180) from the proposed facility site boundary is also confirmed in Figure 1 – Well Locations in Exhibit 9-3.4.

2. **§ 269a.22, Flood Hazard Areas.**

The application must provide a drawing showing the proposed hazardous waste landfill boundary on a current Federal Emergency Management Area (FEMA) flood map showing the 100-year flood plain or any larger area that the flood of record has inundated.

Comments:

- The information provided in the Phase I Application to justify the proposed landfill is not located within a flood hazard area was based on a Letter of Map Amendment (LOMA) from FEMA [Exhibit 9-3.10]. The effect of a LOMA is it removes the Federal requirement for a lender to require flood insurance coverage for the property described. The DEP does not recognize this LOMA as a waiver of meeting the applicable flood hazard areas siting criteria under this subsection.
- Page 1 of Attachment 9-3 explains that the most recently published (March 17, 2011) Flood Insurance Rate Map (FIRM), a Federal Emergency Management Association (FEMA) Zone “A” special flood hazard area (i.e., 100-year flood) for Sewickley Creek is included on the northern portion of the property and Exhibit 9-3.11 states that a flood of record for the site and associated inundation cannot officially be determined.

3. **§ 269a.23, Wetlands.**

The issues regarding the previous wetland delineations communicated to MAX in a Technical Deficiency Letter No. 1 dated November 2, 2022 must be resolved. Specifically:

- (1) MAX must submit information, including maps and figures as needed, to clearly demonstrate that no wetlands areas are included in the proposed facility site boundary. The demonstration must identify and address streams that have been identified within the proposed facility site boundary. Not only could the streams themselves meet the definition of a wetland, but the areas immediately adjacent to streams are commonly riparian wetlands.
- (2) Delineation of potential wetland areas at the site must be completed including delineation studies that were committed to by Max in 2019 email

correspondence with DEP and the US Army Corps of Engineers as brought to your attention in Technical Deficiency Letter No. 1 dated November 2, 2022.

Comments:

- Minor streams were identified as Trib 37634 to Sewickley Creek, Unit 1 to Sewickley Creek, Unit 2 to Trib 37634 to Sewickley Creek and Unit 3 to Trib 37634 to Sewickley Creek in the Wetland and Stream Delineation Report and its Addendum under maps WDR-2, WDR-3 and WDR-3A. These features should be added to Figure No.2-General Site Arrangement and Figure No.3-Module 9 Landfill No.7 Existing Conditions of the Application Amendment dated October 28, 2022.

4. **§ 269a.24, Oil and Gas Areas.**

MAX must provide information that demonstrates that the proposed facility will not be sited over active or inactive oil and gas wells or gas storage areas located within or beneath the facility site. The term “active or inactive oil and gas wells or gas storage areas” has the same meaning as in the Oil and Gas Act (58 P. S. § §601.101—601.605).

Comments:

- Although no record or observations of active oil and gas activities were reported in MAX’s application in regard to the facility site, there is a history of leases to oil and gas rights beneath the facility site, the most recent of which was signed in February 2022. Maintaining a lease for an entity to extract natural gas resources from the facility site presents a conflict with this siting criteria (see Attachment No. 1).

5. **§ 269a.25, Carbonate Bedrock Areas.**

Preliminary LF construction details should be provided to demonstrate that carbonate bedrock areas are not the uppermost geologic formation beneath the landfill and that proposed siting is consistent with requirements of PA Code § 269a.25.

Comments:

- The subsurface of the proposed facility site has been largely mined for coal. The soil boring logs show large mine voids that would prohibit the construction of a landfill over due to the risk of subsidence of the landfill into such a void. To alleviate the issue of subsidence, the construction of MAX’s Landfill No. 6 included excavation and removal of all earth materials above the coal mine voids. The design of proposed Landfill No. 7 has not been disclosed by MAX.
- For Landfill No. 7, the uppermost geologic feature that remains following the mine voids is the Pittsburgh Limestone formation (40’-50’ in thickness). Construction of a hazardous waste landfill directly over a carbonate bedrock

area of greater than five feet thickness is not permissible. Some detail relative to construction of Landfill No. 7 will be needed in order for the DEP to appropriately assess the carbonate bedrock areas siting criteria.

6. **§ 269a.28, Agricultural Areas.**

Provide information applicable to the entire proposed facility site that demonstrates that the site does not take in any agricultural areas established under the Agricultural Area Security Law (3 P. S. § § 901—915) or farmlands identified as Class I agricultural land by the Soil Conservation Service.

Comments:

- Soil surveys were narrowly evaluated on a limited footprint of Landfill No.7. They need to be expanded to cover the entire proposed hazardous waste facility site. The Farmland Classification and Non-irrigated Capability Class maps should be revised accordingly.

Part 2: Additional Deficiencies

1. **Site drawings**

Clarifications to and revisions of a number of site drawings are needed to allow for complete and timely review of the application, as previously discussed in the first Technical Deficiency Letter dated November 2, 2022, and as updated herein.

Comments:

- The revised maps submitted under the Application Amendment dated October 28, 2022 introduce confusion into the technical review of the exclusionary siting criteria. The existing hazardous waste facility site is an important feature which should be retained on the other maps for siting purposes; therefore, it needs to be free of any manipulation or overlay under the Phase I Exclusionary Criteria. Thus, the cyan hatched section identified as “area that is included in the new hazardous waste permit boundary but not subject to Phase 1 exclusionary criteria review” should be removed from the all maps to avoid any confusion. The following issues remain with these four resubmitted drawings
 - Figure No. 1 – USGS Site Location Map
 - What is the purpose of the “Proposed Landfill No. 7 Facility Site Boundary 1-mile offset” (red dashed line)? None of the Phase I Exclusionary Criteria features use one mile as a distance from the perimeter of the facility site.
 - Figure No. 2 – General Site Arrangement
 - Existing streams are not identified in the legend.
 - Proposed leachate transmission line is not identified in the legend. The location of this leachate line cannot be tentative because it identifies the extent/limits of HW and its location would be subject to Phase I Exclusionary Criteria.

- The red solid line that follows portions of Millbell Road is not identified in the legend.
 - Figure No. 3 – Module 9 Landfill No. 7 Existing Conditions
 - The HW LF #7 boundary (i.e., limits of waste), dashed green line, is not an enclosed shape. The proposed leachate transmission line would also contain HW and should be included within the ‘limits of waste’.
 - There is a reference to ‘Note 4’ in the legend, but ‘Note 4’ is not provided on this drawing
 - Figure No. 4 – Exclusionary Criteria Drawing
 - What is the solid red line representing that is not identified in the legend? It appears to follow the property lines in areas and then takes off to the NE direction towards the town of Yukon.
- Drawings from permit renewal applications in 1983 and 2001 were provided, while the drawings from the hazardous waste permit renewal application that Max is currently operating were not. Mill Service Inc.’s original drawings are old drawings, and the information is irrelevant to the current Landfill No. 7 permit application and should be removed from this Phase I Application.
 - MAX must clearly note the current hazardous waste facility permit boundary and the proposed permit boundary for the proposed Hazardous Waste Landfill No. 7 on all maps and drawing related to justification of meeting the siting criteria. The Application Amendment dated October 28, 2022 states that the same facility boundary is used on drawings submitted by RT Environmental titled Site Location Map (Drawing No. HP-2 dated December 12, 2012 and revised October 31, 2018), recently submitted to the DEP; however, a copy of this drawing is currently not available. MAX must include that drawing with this Phase I Application for all people reviewing this application to confirm this fact.
2. **Facility Site Configuration**
- Technical Deficiency Letter No. 1 dated November 2, 2022 stated that the proposed facility site does not qualify under 25 Pa. Code § 269a.1, which defines *Facility site* as, “All contiguous land owned or under the control of an owner or operator of a hazardous waste facility and identified in a permit or permit application”. Millbell Road is a township road (T521) bisecting the proposed facility site and occupying a strip of land that is owned by Max Environmental Technologies (Max) but is subject to an easement granted to South Huntingdon Township. The proposed facility site configuration includes a leachate conveyance and an internal access road to the proposed landfill that would cross Millbell Road. In light of the Township’s easement, Max neither controls Millbell Road nor owns Millbell Road in an unencumbered manner such that control can be assumed. A response to this

deficiency statement is to be provided in accordance with the timeline specified in Technical Deficiency Letter No. 1.

3. **General Information Form**

Please correct the longitude of the site on the General Information Form. Additionally, it appears that the incorrect horizontal reference datum code was checked and should be corrected. Using the coordinates given on this form, the correct location of the landfill cannot be retrieved.

Please note that DEP is limited by statute (PA Act No. 108, Hazardous Sites Cleanup Act) with regard to the allotted time to determine the conformity of the application to the Phase 1 siting criteria. Within five months of the receipt of an administratively complete siting module portion of a permit application for a commercial hazardous waste treatment or disposal facility, the siting team shall complete its review of the siting modules to determine the conformity of the proposed site to the established siting criteria. The decision period for Phase 1 siting of the proposed facility expires on February 21, 2023. It is recommended that information to resolve the identified deficiencies be submitted promptly to preserve time for final review and decision documentation.

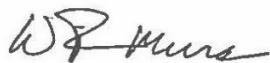
Your response should be in the form of a complete Phase 1 application showing the revisions to affected pages, forms, or drawings in the application. Each revision or addition should bear the revision date and show what items have been revised or added. DEP suggests you highlight additions to the application and note the deletions by striking them out, so changes are easily identified. All revised forms must have the title sheet marked with the latest revision date. Revisions and additional information are to be submitted to the DEP via the OnBase portal. The requested information should be submitted within forty-five (45) days of receipt of this letter.

If compliance with Phase I Exclusionary Siting Criteria cannot be satisfactorily demonstrated, then further review of the permit application for the proposed facility cannot proceed.

If you believe the listed deficiencies are not significant, you may ask DEP to review the information you have already submitted. If you choose this option, you should explain and justify how your current submission satisfies the deficiencies noted above. If you fail to respond to this request within forty-five (45) days, your application may be denied.

If you have questions, please contact William Mura of this office at 412.442.4035 or wmura@pa.gov.

Sincerely,

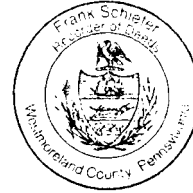


William R. Mura, P.E.
Environmental Engineering Manager
Waste Management Program

Attachment

cc: South Huntingdon Township (southhuntingdontwp@comcast.net)
Westmoreland County (jrigone@co.westmoreland.pa.us)
T. Mitchell, CEC (tmitchell@cecinc.com)
C. Clancy, PA DEP, RCSOB (cclancy@pa.gov)
P. Ward, EPA (ward.prentiss@epa.gov)
Regional File

Instr: 202203160009715 3/16/2022
P: 1 of 11 F: \$138.25 8:51 AM
Frank Schiefer 120220007996
Westmoreland County Recorder



I hereby CERTIFY
that this document is recorded
in the RECORDERS OFFICE
of Westmoreland County
Pennsylvania

Frank Schiefer

Frank Schiefer • Recorder of Deeds

UPI Nos.: 59-01920-0000
59-01919-0000
59-01921-0000

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT OF OIL AND GAS LEASE (this "Assignment") is made the 17th day of February, 2022 (the "Effective Date"), by and between Dynamo Energy LLC, a Pennsylvania limited liability company ("Assignor"), and MAX Environmental Technologies, Inc., a Pennsylvania corporation f/k/a Mill Service, Inc. ("Assignee") (each a "Party," and together, the "Parties").

WHEREAS, simultaneously herewith, Assignor is conveying to Assignee, by Oil and Gas Deed, the oil and gas interests of Assignor within and underlying those certain lots or parcels of ground situated in the Township of South Huntington, County of Westmoreland and Commonwealth of Pennsylvania, being known as Tax Parcel Nos. 59-04-00-0-004, 59-06-00-0-098 and 59-04-00-0-002, and as more particularly described on **Exhibit A** hereto (the "Property"); and

WHEREAS, in connection with the aforementioned conveyance, Assignor desires to assign to Assignee all rights, titles and interests of Assignor in, to and under that certain Oil and Gas Lease between Assignee (as the original lessor) and Chevron Appalachia LLC, f/k/a Atlas America, LLC, and Reliance Marcellus, LLC (as lessees) dated December 22, 2009, evidenced by that certain Memorandum of Oil and Gas Lease dated December 22, 2009, and recorded in the Recorder's Office of Westmoreland County on July 27, 2010, as Instrument No. 201007270025778, as ratified and amended by that certain Ratification and Amendment of Oil and Gas Lease dated July 13, 2012, as Instrument No. 201208060032188, for, among other things, drilling, operation for, producing, removing, marketing and sale of oil and gas and all the constituents thereof, on or under the Property (the "Lease").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties covenant and agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts and assumes the foregoing assignment of, all of Assignor's rights, title and interest in and to and obligations accruing on and after the Effective Date, but in no event prior to the Effective Date, under the Lease, but **excepting and reserving** unto Assignor a non-assignable right to any and all royalties (whether production royalties, minimum royalties or shut-in royalties or payments) payable under the Lease (the "Reserved Lease Royalties"); **provided, however**, that notwithstanding the foregoing exception and reservation to Assignor of the Reserved Lease Royalties, (a) any and all other rights accruing to the lessor under the Lease shall inure to Assignee, its successors and assigns, and (b) any attempted assignment by Assignor of the Reserved Lease Royalties shall be null and void.

2. Exemption from Taxation; No Conveyance of Interests. This Assignment is exempt from realty transfer taxation pursuant to 72 P.S. § 8102(C)(3)(22). This Assignment is

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being made in connection with a simultaneous transfer of the oil and gas interests underlying the Property and does not effectuate the transfer of such interests.

3. As-Is Condition. EXCEPT FOR SUCH EXPRESS REPRESENTATIONS AND WARRANTIES AS ASSIGNOR HAS OFFERED TO ASSIGNEE IN WRITING WITH RESPECT TO ASSIGNOR'S INTERESTS IN THE LEASE, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WITH RESPECT TO THE LEASE OR ANY PORTION THEREOF, AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE WITH RESPECT THERETO.

4. Survival and Benefit. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns.

5. Governing Law; Venue for Disputes. This Assignment shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. Any and all disputes under or pertaining to this Assignment shall be adjudicated solely in the Court of Common Pleas of Allegheny County, Pennsylvania, or, if such Court of Common Pleas does not have jurisdiction over the Parties or the matter, the U.S. District Court for the Western District of Pennsylvania, sitting in Pittsburgh, and their respective courts of appeal, and each Party hereby irrevocably consents to the venue of such courts with respect to (and only to) such disputes. Each Party hereby irrevocably waives trial by jury in any such action with respect to this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature pages follow.]

2. Exemption from Taxation; No Conveyance of Interests. This Assignment is exempt from realty transfer taxation pursuant to 72 P.S. § 8102(C)(3)(22). This Assignment is being made in connection with a simultaneous transfer of the oil and gas interests underlying the Property and does not effectuate the transfer of such interests.

3. As-Is Condition. EXCEPT FOR SUCH EXPRESS REPRESENTATIONS AND WARRANTIES AS ASSIGNOR HAS OFFERED TO ASSIGNEE IN WRITING WITH RESPECT TO ASSIGNOR'S INTERESTS IN THE LEASE, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WITH RESPECT TO THE LEASE OR ANY PORTION THEREOF, AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE WITH RESPECT THERETO.

4. Survival and Benefit. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns.

5. Governing Law; Venue for Disputes. This Assignment shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. Any and all disputes under or pertaining to this Assignment shall be adjudicated solely in the Court of Common Pleas of Allegheny County, Pennsylvania, or, if such Court of Common Pleas does not have jurisdiction over the Parties or the matter, the U.S. District Court for the Western District of Pennsylvania, sitting in Pittsburgh, and their respective courts of appeal, and each Party hereby irrevocably consents to the venue of such courts with respect to (and only to) such disputes. Each Party hereby irrevocably waives trial by jury in any such action with respect to this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

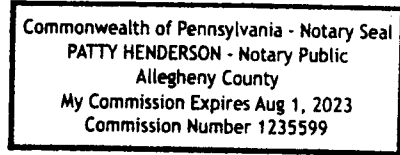
[Signature pages follow.]

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the Parties effective for all purposes on the Effective Date (irrespective of whether executed by either Party prior to, on or after the Effective Date).

DYNAMO ENERGY LLC

By: *L. William Spencer* (SEAL)

L. William Spencer
Sole Member



STATE OF Pennsylvania)
)
COUNTY OF Allegheny)

On this 17th day of February, 2022 before me a Notary Public, the undersigned officer, personally appeared L. William Spencer, who acknowledged himself to be the sole member of Dynamo Energy LLC, a Pennsylvania limited liability company, and that he, as such sole member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such limited liability company by himself as the sole member thereof.

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

Patty Henderson
Print Name: Patty Henderson
Notary Public

My commission expires: August 1, 2023

MAX ENVIRONMENTAL TECHNOLOGIES, INC.

By: _____ (SEAL)
Robert Shawver
President

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20__, before me a Notary Public, the undersigned officer, personally appeared Robert Shawver, who acknowledged himself to be the

MAX ENVIRONMENTAL TECHNOLOGIES, INC.

By: Robert Shawver (SEAL)
Robert Shawver
President

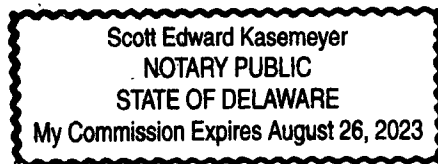
STATE OF Delaware)
COUNTY OF Sussex)

On this 15th day of February, 2022, before me a Notary Public, the undersigned officer, personally appeared Robert Shawver, who acknowledged himself to be the President of MAX Environmental Technologies, Inc., a Pennsylvania corporation, and that he, as such sole officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such officer thereof.

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

Scott Edward Kasemeyer
Print Name:
Notary Public Scott Edward Kasemeyer

My commission expires: AUGUST 26, 2023




CERTIFICATE OF RESIDENCE

I do hereby certify that Grantee's precise residence and tax address is Foster Plaza #5,
651 Holiday Drive, Pittsburgh, PA 15220.

Witness my hand this 15th day of February, 2022

MAX ENVIRONMENTAL TECHNOLOGIES, INC.

By:


Robert Shawver
President

When recorded, return to:

Matthew I. Moses, Esq.
Babst, Calland, Clements and Zomnir, P.C.
603 Stanwix St.
Sixth Floor
Pittsburgh, PA 15222

EXHIBIT A
TO ASSIGNMENT OF OIL AND GAS LEASE

DESCRIPTION OF THE PROPERTY

FIRST DESCRIBED:

All that certain tract of land situate in South Huntingdon Township, Westmoreland County, Pennsylvania, bounded and described as follows:

Beginning at a stake corner of land now or formerly of John McKetta et al.; thence along line of land of said McKetta et al. South 65° 30' West 260.70 feet to a point; thence by the same South 36° 15' East 775.5 feet to a point; thence by same South 15° 03' East 771.87 feet to a point at or near State Highway, formerly a township road; thence along or near the said State Highway the following courses and distances: North 55° 54' West 250.96 feet; thence North 63° 48' West 283.96 feet; thence North 88° 48' West 230.01 feet; thence South 30° 39' West 266.97 feet; thence South 18° 54' West 206.08 feet; thence South 70° 15' West 373.08 feet; thence South 65° 00' West 164.11 feet to a point; thence leaving said highway and through land of which this is a part the following courses and distances: North 26° 27' West 197.04 feet; thence North 37° 16' 30" East 142.03 feet; thence North 12° 12' 40" East 458.72 feet to a point; thence South 88° 40' 10" East 220.41 feet to a point; thence North 10° 51' 20" East 511.87 feet to a point; thence North 25° 34' 40" West 365.52 feet to a point; thence North 71° 01' 30" West 158.14 feet; thence South 86° 56' 40" West 79.93 feet to a point; thence along line of lands now or formerly of the heirs of William Swartz and others the following courses and distances: North 29° 30' West 323.07 feet; thence North 39° 15' East 397.15 feet; thence North 67° 30' East 636.90 feet to a point; thence South 87° 00' East 171.60 feet to a point; thence South 09° 30' East 608.85 feet to a point at the place of beginning.

Containing 42.7275 acres in accordance with survey prepared by McDonald Associates, Charleroi, Pennsylvania, dated September 25, 1963.

Title is vested in Mill Service, Inc., a Pennsylvania corporation, by deed from A.B. Hunter et ux. dated May 19, 1965 and recorded in Deed Book Volume 1908, page 922.

SECOND DESCRIBED:

All that certain tract of land situate in South Huntingdon Township, Westmoreland County, Pennsylvania, bounded and described as follows:

Beginning at a stake in the center of a public road on line of land now of Mill Service, Inc., formerly of Charles Gout, North 12° 46' 30" West, 760 feet to a post; thence continuing by land of Mill Service, Inc., formerly of Charles Gout, North 35° 41' 30" West 74.08 feet to a point; thence along line of land of John Zorosak the following courses and distances: North 73° 38' East 204.42 feet to a point in a public road; thence South 7° 40' East 680 feet to a stake; thence South 73° 38' West 63.6 feet to a point; thence South 16° 30' East 251.66 feet to a stake in first mentioned public road; thence along said public road, North 49° 18' West 113.7 feet to a stake at the place of beginning.

Containing 3 acres; approximately.

Title is vested in Mill Service, Inc., a Pennsylvania corporation, by deed from A.B. Hunter et ux. dated August 9, 1967 and recorded in Deed Book Volume 1966, page 163.

THIRD DESCRIBED:

All that certain piece or parcel of land situate in the Township of South Huntingdon, Westmoreland County, Pennsylvania, being bounded and described as follows:

Beginning at a point on a public road leading from Turkeytown to Yukon, said point of beginning being at the southeast corner of land of the Grantee herein; thence along land of the Grantee herein North 17° 02' West 196.18 feet to a point; thence along same North 73° 06' East 63.60 feet to a point; thence along same North 08° 12' West 680 feet to a point; thence along same South 73° 06' West 201.58 feet to a point; thence along same North 34° West 698.64 feet; thence along same North 67° 28' 30" East 254.09 feet; thence along same North 07° 26' West 608.85 feet to a point on Township Route No. 521; thence along Township Route No. 521 North 84° 56' West 171.60 feet to a point; thence along land of the Grantee herein South 69° 29' West 637 feet to a point; thence along same South 41° 19' West 397.30 feet to a point; thence along same South 27° 26' East 323 feet to a point; thence along land now or formerly of A.B. Hunter, South 85° 34' West 830 feet to a point; thence along line of land now or formerly of the Yough School District North 19° 26' West 256.60 feet to a point; thence along land now or formerly of Mrs. J. Brody North 57° 19' East 810 feet to a point; thence continuing along same and along land now or formerly of Michael Swartz North 55° 59' East 384 feet to a point; thence along same North 19° 59' East 79 feet to a point; thence along same and along line of lands now or formerly of D.B. Greenawalt North 17° 00' 20" East 926.23 feet to a point; thence along same South 81° 56' East 100.65 feet to a point; thence along same South 08° 04' West 16.5 feet to a point; thence along same South 81° 56' East 280.50 feet to a point; thence along line of lands now or formerly of William Swartz South 60° 40' 30" East 158.57 feet to a point; thence along same North 31° 33' 30" East 123.14 feet to a point; thence along same North 4° 47' East 299.28 feet to a point; thence along same South 87° 08' 30" East 500.39 feet to a concrete monument; thence through land of the Grantors herein of which the within described property formed a part South 11° 47' 30" East 828.75 feet to a concrete monument; thence along same South 18° 54' 30" West 332.38 feet to a concrete monument; thence along same South 42° 48' 30" West 388.01 feet to a Railroad spike at the edge of Township Route No. 521; thence along Township Route No. 521 South 62° 26' 30" East 103 feet to a Railroad spike; thence across said Township Route No. 521 and through other lands of the Grantors herein South 18° 56' 30" East 850 feet to an Iron pin; thence along lands of the Grantors herein South 50° 41' 38" East 1179.90 feet to an Iron pin; thence along land now or formerly of Turner South 10° 23' West 400 feet to a Railroad spike at the southerly edge of the public road leading from Turkeytown to Yukon; thence along said public road South 76° 48' 20" West 445.44 feet to a Railroad spike; thence along same South 83° 24' 30" West 317.44 feet to a Railroad spike; thence along same North 58° 08' 30" West 403.05 feet to a point at the place of beginning.

Containing 85.523 acres. In accordance with a Plan of Survey dated April 27, 1972, prepared by McDonald Associates Engineering Company.

Title is vested in Mill Service, Inc., a Pennsylvania corporation, by deed from John Zorosak et ux. dated June 3, 1972 and recorded in Deed Book Volume 2098, page 198.

The First Described, Second Described and Third Described parcels are together designated as Tax Parcel No. 59-04-00-0-004.

FOURTH DESCRIBED:

All that certain piece of land situate in the Township of South Huntingdon, County of Westmoreland and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a point in L.R. 64278 at the dividing line between property herein described and the East line of property now or formerly of Frank Frinak; thence along the East line of property now or formerly of Frank Frinak, North 4° 39' 39" East, 223.95 feet to a point; thence along the same and property now or formerly of A.B. Hunter and Youghioghney School District, North 21° 35' 57" West, 1522.55 feet to line of other property of Mill Service, Inc., thence along property of Mill Service, Inc. the following courses and distances: North 84° 01' 22" East, 827.88 feet to a concrete monument; North 86° 56' 40" East, 79.93 feet to a concrete monument; South 74° 01' 50" East, 158.14 feet to a concrete Monument; South 25° 34' 40" East, 365.52 feet to a concrete monument; South 10° 51' 20" West, 511.87 feet to a concrete monument; North 88° 40' 10" West, 220.41 feet to a concrete monument; South 12° 12' 40" West, 458.72 feet to a concrete monument; South 37° 16' 30" West, 70.99 feet to a point; South 39° 56' 19" East, 189.24 feet to a point; South 41° 08' 34" West, 166.65 feet to a point; thence by a line partly through L.R. 64278, South 65° 00' West, 285.71 feet to a point, the place of beginning.

Title is vested in Mill Service, Inc., a Pennsylvania corporation, by deed from Donald N. Miller and Barbara J. Miller, his wife, dated March 12, 1981 and recorded in Deed Book Volume 2381, page 215.

Being part of the property which A.B. Hunter, widower, by deed dated May 2, 1974 and recorded in Deed Book Volume 2155, page 193, granted and conveyed to Donald N. Miller and Barbara J. Miller, his wife.

Being all of the property which Mill Service, Inc, by deed dated June 2, 1977, granted and conveyed to Donald N. Miller and Barbara J. Miller, his wife.

Containing 26.8520 acres, more or less.

The Fourth Described parcel is designated as Tax Parcel No. 59-06-00-0-098.

FIFTH DESCRIBED:

All that certain tract, piece or parcel of land situate in South Huntingdon Township, Westmoreland County, Pennsylvania, as Map No. 59-04-00-0-002, consisting of 1.4 Ac. P. according to the assessment records of Westmoreland County, Pennsylvania.



1830019105

RECORDER'S USE ONLY

REV-183
 BUREAU OF INDIVIDUAL TAXES
 PO BOX 280603
 HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
 STATEMENT OF VALUE**
 COMPLETE EACH SECTION

State Tax Paid: _____
 Book: _____ Page: _____
 Instrument Number: _____
 Date Recorded: _____

SECTION I TRANSFER DATA

Date of Acceptance of Document: 2/17/2021

Grantor(s)/Lessor(s) Dynamo Energy LLC	Telephone Number (724) 299-3553	Grantee(s)/Lessee(s) MAX Environmental Technologies, Inc.	Telephone Number (412) 343-4900
Mailing Address 1121 Boyce Road, Suite 800 B		Mailing Address Foster Plaza #5, 651 Holiday Drive	
City Pittsburgh	State PA	ZIP Code 15241	City Pittsburgh
			State PA
			ZIP Code 15220

SECTION II REAL ESTATE LOCATION

Street Address See Attachment	City, Township, Borough South Huntingdon Township
County Westmoreland	School District Yough
	Tax Parcel Number See Attachment

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value N/A	5. Common Level Ratio Factor x N/A	6. Computed Value = N/A

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ N/A	1b. Percentage of Grantor's Interest in Real Estate N/A %	1c. Percentage of Grantor's Interest Conveyed N/A %
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2. Check Appropriate Box Below for Exemption Claimed.

Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

This assignment is exempt from realty transfer taxation pursuant to 72 P.S. Section 8102-C.3(22) - assignment of a lease for the production of coal, oil, natural gas or minerals.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Robert Shawver, President, MAX Environmental Technologies, Inc.	Telephone Number (412) 343-4900
Mailing Address Foster Plaza #5, 651 Holiday Drive	City Pittsburgh
	State PA
	ZIP Code 15220

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature] Date: 3/1/22

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

ATTACHMENT TO
REALTY TRANSFER TAX STATEMENT OF VALUE –
ASSIGNMENT OF OIL AND GAS LEASE

Dynamo Energy LLC, a Pennsylvania limited liability company, Grantor
MAX Environmental Technologies, Inc., a Pennsylvania corporation, Grantee

TRANSFER OF OIL AND GAS LEASE ONLY

C. REAL ESTATE LOCATION — SOUTH HUNTINGDON TOWNSHIP

Tax Parcel Nos.:

59-04-00-0-004

59-06-00-0-098

59-04-00-0-002