UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

EPA Region 5 Records Ctr.
264479

REPLY TO THE ATTENTION OF:

August 13, 2003

BY FAX ONLY

Ms. Danni J. Haag
1415 N. Dearborn Street
Suite 3B
Chicago, Illinois 60610

Re: 2518 Wisconsin Avenue
Downers Grove, Illinois

Dear Ms. Haag:

Thank you for your letter dated August 11, 2003. As we discussed on the phone yesterday, the United States Environmental Protection Agency (U.S. EPA) contacted your client, Park Investors, requesting its consent for access to take samples at the above-referenced property. U.S. EPA had made this request of a number of property owners in and around the Ellsworth Industrial Park in Downers Grove, Illinois.

U.S. EPA conducted a first round of screening samples in the Ellsworth Industrial Park last year, looking for potential sources of volatile organic compounds (VOCs) such as trichloroethylene (TCE), tetrachloroethylene (PCE) and 1,1,1, trichloroethane (TCA) that have been found in drinking water wells downgradient of that industrial park. U.S. EPA is now beginning a second round of screening samples. Like the first round, these samples will focus on locations where the VOCs of concern may have been used.

In a February 25, 2002, response to U.S. EPA's request for information, CVP Systems, Inc. indicated that it operated metal working machines and a parts washer at property it had leased since 1984 at 2514-18 Wisconsin Avenue for its machinery manufacturing operations. CVP Systems, Inc. also indicated that from May 1991 to February 1998, it used Safety-Kleen to dispose of waste lubricants from its operations.

Based on this information, U.S. EPA plans to conduct a limited screening sampling program at 2518 Wisconsin Avenue to assess whether sources of VOC contamination are present. This is part of an ongoing effort to characterize and investigate the various potential source areas across the entire industrial park.

Recycled/Recyclable . Printed with Vegetable Oil Based Inks on 100% Recycled Paper (50% Postconsumer)

As you requested, I am also faxing you a copy of the Administrative Order on Consent recently issued for the Ellsworth Industrial Park.

I appreciate your interest and cooperation in this matter, and I hope that your client will provide the requested consent for access promptly. Please contact me at (312) 886-0562 if further discussion is needed before your client can provide its consent.

Sincerely yours,

Thomas J. Krueger
Associate Regional Counsel

Enclosure

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:	)	Docket No. V-W- '03-C-751
	)	
ELLSWORTH INDUSTRIAL PARK	)	
	)	ADMINISTRATIVE ORDER BY
	)	CONSENT PURSUANT TO
Downers Grove, Illinois	)	SECTION 106 OF THE
	)	COMPREHENSIVE
	)	ENVIRONMENTAL RESPONSE,
Respondents:	)	COMPENSATION, AND
	)	LIABILITY ACT OF 1980,
Listed in Attachment A	)	as amended, 42 U.S.C.
	)	§9606
	)	

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and Respondents. This Order provides for the performance of certain response actions by Respondents at or in connection with the property located in Downers Grove, Illinois and generally depicted in Attachment B (the "Ellsworth Industrial Park Site" or the "Site").

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA"). This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

3. U.S. EPA has notified the State of Illinois (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. U.S. EPA and Respondents recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Order do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Order. Respondents agree to comply with and be bound by the terms of this Order and further

agree that they will not contest the basis or validity of this Order or its terms, except as stated in this paragraph 4.

II. PARTIES BOUND

5. This Order applies to and is binding upon U.S. EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Order.

6. Respondents are jointly and severally liable to carry out all activities required by this Order. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Order, the remaining Respondents shall complete all such requirements and shall be entitled to seek recovery or bring any other action allowed by law or pursuant to separate agreement among the Respondents regarding their participation in this Order against those Respondents who fail to comply with the Order for any reason, notwithstanding the contribution protection provision in Section XXI, paragraph 51, of this Order.

7. Respondents shall ensure that their representatives comply with this Order. Respondents shall be responsible for any noncompliance with their obligations under this Order.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Effective Date"shall mean the effective date of this Order as provided in Section XXVI.

b. "Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substances Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

c. "Site" shall mean the Ellsworth Industrial Park Superfund Site, encompassing approximately 1000 acres, located in Downers Grove, Illinois south of Burlington Avenue, north of Elmore Street, east of I-355 and west of Belmont Road, and depicted generally on the map attached as Attachment B.

d. "Work" shall mean all activities Respondents are required to perform under paragraph 14(a) of this Order. Respondents shall not be required to pay more than $4.275 million under paragraph 14(a) of this Order.

IV. FINDINGS OF FACT

9. Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

a. The Site is an industrial park initially developed in the 1960s and located in Downers Grove, Illinois south of Burlington Avenue, north of Elmore Street, east of I-355 and west of Belmont Road, and depicted generally on the map attached as Attachment B

b. Respondents have owned or operated industrial or commercial facilities at the Site.

c. Releases of volatile organic compounds (VOCs) have occurred at the Site.

d. Sampling conducted by U.S. EPA and Illinois EPA has detected elevated levels of the VOCs trichloroethylene (TCE), tetrachloroethylene (PCE) and 1,1,1, trichloroethane (TCA) in soil and groundwater at the Site.

e. Hydrogeological data gathered by U.S. EPA indicates that groundwater in the vicinity of the Site flows generally to the south and southeast.

f. Illinois EPA sampled drinking water wells at approximately 546 homes located to the south and southeast of the Site. TCE was detected in wells at approximately 450 of those homes. PCE was detected in wells at approximately 352 of those homes. TCA was detected in wells at approximately 325 of those homes.

g. Of the roughly 546 drinking water wells sampled by Illinois EPA located to the south and southeast of the Site, approximately 109 exceeded the Maximum Contaminant Level (MCL) for TCE and approximately 83 exceeded the MCL for PCE.

h. The Village of Downers Grove and Du Page County estimate that approximately 800 homes downgradient of the Site and within 1-1/2 miles of the Site use groundwater as a source of drinking water.

i. U.S. EPA issued a special notice letter to Respondents, and to other potentially responsible parties ("PRPs") at the Site, on October 11, 2002, initiating negotiations for performance of a Remedial Investigation/Feasibility Study ("RI/FS") and of appropriate interim response measures.

j. Respondents have cooperated with U.S. EPA and the State in addressing groundwater contamination in home wells in the area designated in Attachment C.

k. The parties have also entered an Agreement in Principle that lays out their expectations for the overall process to address conditions at the Site.

l. Certain PRPs that received the special notice letter from U.S. EPA have not joined this Order.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting these response actions, U.S. EPA has determined that:

a. The Ellsworth Industrial Park Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondents are: (1) the "owners" and/or "operators" of portions of the Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1); and/or (2) the "owners" and/or "operators" of portions of the Site at the time of disposal of hazardous substances at the Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2);

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the Site into the environment as defined by Sections 101(8) and 101(22) of CERCLA, 42 U.S.C. §§ 9601(8) and 9601(22).

f. The response actions required by this Order, if properly performed under the terms of this Order, are consistent with the NCP. The response actions required by this Order are necessary to protect the public health, welfare, or the environment.

VI. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all of their obligations under this Order, including, but not limited to, their obligations under all attachments to this Order and all documents incorporated by reference into this Order.

VII. DESIGNATION OF PROJECT COORDINATOR, AND REMEDIAL PROJECT MANAGER

11. Within 15 business days after the Effective Date, Respondents shall designate a Project Coordinator and shall submit to U.S. EPA the designated Project Coordinator's name, address, telephone number, and qualifications. The Project Coordinator shall coordinate administration of all actions by Respondents required by this Order, and shall serve as a liaison and point of contact for the Respondents with respect to issues and outreach related to the hookup activities described in paragraph 14. U.S. EPA retains the right to disapprove of the designated Project Coordinator, but approval shall not unreasonably be withheld. If U.S. EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify U.S. EPA of that person's name, address, telephone number, and qualifications within 10 business days following U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by all Respondents.

12. U.S. EPA has designated Mazin Enwiya of the Remedial Response Branch #1, Region 5, as its Remedial Project Manager ("RPM"). Except as otherwise provided in this Order, Respondents shall direct all submissions required by this Order to the RPM at 77 West Jackson Boulevard, SR-6J, Chicago, Illinois, 60604-3590, by certified or express mail. Respondents shall also send a copy of all submissions to Thomas Krueger. Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590. Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and using two-sided copies. Receipt by the RPM of any notice or communication from Respondents relating to this Order shall constitute receipt by U.S. EPA.

13. U.S. EPA and Respondents shall have the right, subject to paragraph 11, to change their respective designated RPM or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

14. Respondents shall perform the following actions:

a. Respondents' Work obligations shall consist of the following:

(i) Respondents shall enter into agreements with the Village of Downers Grove ("Village") and the County of DuPage ("County"), and/or the DuPage County Water Commission ("DWC") in which: (A) the Village, County and/or DWC will agree to hookup to the public water supply to the maximum extent practicable all existing drinking water wells in the area designated in Attachment C that are not already hooked up; and (B) the Respondents will agree to arrange for funding by Respondents of up to $4.275 million to cover the local share of grant funding for infrastructure work by Downers Grove and anticipated cost of principal and interest payments on the twenty year loans made through the County/DWC program to be used to finance the hookups.

(ii) Respondents shall satisfy the funding obligations agreed upon under paragraph 14(a)(i)(B) of this Order.

b. Under the agreement described in Paragraph 14(a), the County will agree to apply to allocate a minimum of 80% of the special appropriation grant it received in the FY 2003 federal budget to help pay for earliest incurred capital costs of the hookups. To the extent application of such funds reduces the funding needed under Paragraph 14(a) below $4.275 million, it shall reduce the funding required from Respondents under Paragraph 14(a).

c. Within 21 business days of the Effective Date, Respondents shall provide drafts for review by U.S. EPA (in consultation with Illinois EPA) of any necessary agreements with the Village of Downers Grove and the County of DuPage required by paragraph 14(a). Such agreements shall provide that to the maximum extent practicable all existing residents in the area designated in Attachment C shall be hooked up to public water supply as expeditiously as practicable, and by no later than December, 2005; provided, however, that it is expressly understood and agreed that Respondents are providing funding only and shall not have any responsibility or liability for performance of the work to effect the hookups (or any delay in such performance) by or on behalf of the Village, the County, and/or the DWC.

d. Within 10 business days after receiving approval, or approval with modifications, of any draft agreement submitted under paragraph 14.b, Respondents shall finalize such agreement.

e. In accordance with Section XXVI herein, Respondents shall provide to U.S. EPA evidence of irrevocable financial security or equivalent assurance adequate to fund the local grant share and all loan payments required over the 20 year term of the loan program as provided in the approved agreements.

15. Review and Approval of Respondents' Submissions.

U.S. EPA (in consultation with Illinois EPA) may, consistent with the requirements of this Order, approve, disapprove, require revisions to, or modify in whole or in part the draft submissions made by Respondents under paragraphs 14 and 58 of this Order. If U.S. EPA requires revisions, Respondents shall submit a revised submission within 7 business days of receipt of U.S. EPA's notification of the required revisions. Once approved, or approved with modifications, the agreements with the Village, County, and/or the DWC shall be incorporated into and become a part of this Order.

16. Reporting.

a. As part of any agreement with the Village, County, and/or DWC provided for in paragraph 14 of this Order, Respondents shall require the Village, County, and/or DWC, as the case may be, to submit a written progress report to U.S. EPA and Respondents on the progress of hookup activities every month for the first year after the Effective Date, then quarterly until hook ups are completed and then semi annually thereafter until the Final Report is submitted pursuant to paragraph 17, unless otherwise directed in writing by the RPM. The agreement shall further provide that these reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondents shall submit 2 copies of all submissions required by this Order. Upon request by U.S. EPA, Respondents shall submit such documents in electronic form.

c. Any Respondent who owns or controls property at the Site shall give written notice to the transferee of a fee interest in the property that the property is or may be subject to environmental liability. Upon completion of the conveyance, the Respondent transferor shall promptly give written notice to U.S. EPA and the State, including the name and address of the transferee. Any Respondent who owns or controls property at the Site also agrees to require that its successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information). This provision shall cease to be effective upon issuance of the Notice of Completion of Work.

17. Final Report. As part of any agreement with the Village, County, and/or DWC provided for in paragraph 14 of this Order, Respondents shall require the Village, County, and/or DWC, as the case may be, to submit for U.S. EPA review, within 60 business days after substantial completion of all hookups referenced in paragraph 14 of this Order, a final report summarizing the actions taken to provide hookups and the costs thereof. The agreement shall further provide that the final report shall conform, to the extent applicable, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in performing the hookups. The agreement shall further provide that the final report shall also include the

following certification signed by a person who supervised or directed the preparation of that report:

> "Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

IX. SITE ACCESS

18. If the Site, or any other property in or adjacent to the area designated in Attachment C, where access is needed to implement the hookups referenced in paragraph 14 of this Order, is owned or controlled by any Respondent, such Respondent shall, commencing on the Effective Date, provide U.S. EPA, the State, the Village of Downers Grove, and the County of DuPage, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any such activity.

19. It is the understanding of the parties that the Village and the County have, or will obtain, authorization to access the residential properties where the hookups referenced in paragraph 14 of this Order will occur. If necessary, U.S. EPA may assist in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate..

20. Notwithstanding any provision of this Order, U.S. EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

21. Respondents shall provide to U.S. EPA and the State, upon request, copies of all non-privileged documents and information within their possession or control or that of their agents relating to the Work. Respondents shall also make available to U.S. EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work. Prior to requesting any such access to individuals, U.S. EPA shall make reasonable efforts to secure such information from Respondents' Project Coordinator.

22. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to U.S. EPA and the State under this Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA and the State, or if U.S. EPA has notified Respondents that the documents or information are not confidential under

the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

23. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Respondent asserts such a privilege in lieu of providing documents, it shall provide U.S. EPA with the following information, to the extent that such information is not covered by the applicable privilege: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information required to be submitted pursuant to this Order shall be withheld on the grounds that they are privileged.

XI. RECORD RETENTION

24. Until 5 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXIV (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 5 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXIV (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work. Any information that Respondents are required to provide or maintain pursuant to this Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. §3501 et seq.

25. At the conclusion of this document retention period, Respondents shall notify U.S. EPA and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by U.S. EPA or the State, Respondents shall deliver any such records or documents to U.S. EPA or the State. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide U.S. EPA or the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information required to be submitted pursuant to this Order shall be withheld on the grounds that they are privileged.

26. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by U.S. EPA or the

filing of suit against it regarding the Site and that it has fully complied with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

27. Respondents shall perform all Work required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j).

XIII. AUTHORITY OF REMEDIAL PROJECT MANAGER

28. The RPM shall be responsible for overseeing the implementation of this Order. The RPM shall have the authority vested in an OSC and an RPM by the NCP, including the authority to halt, conduct, or direct any Work required by this Order. Absence of the RPM from the Site shall not be cause for stoppage of Work unless specifically directed by the RPM.

XIV. DISPUTE RESOLUTION

29. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Order.

30. If Respondents object to any U.S. EPA action taken pursuant to this Order, the Respondents shall notify U.S. EPA in writing of their objection(s) within 10 business days of such action, unless the objection(s) have been resolved informally. This written notice shall include a statement of the issues in dispute, the relevant facts, all data, analysis or opinion supporting Respondents' position, and all supporting documentation on which such party relies. U.S. EPA shall submit its Statement of Position, including supporting documentation, within 10 business days of receipt of the written notice of dispute. In the event that these 10-day time periods for exchange of written documents may cause a delay in the Work, they shall be shortened upon, and in accordance with, notice by U.S. EPA.

31. U.S. EPA shall maintain an administrative record of any formal dispute under this Section. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to paragraph 30. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Order.

32. Respondents' obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the

dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

XV. FORCE MAJEURE

33. Respondents agree to perform all Work requirements of this Order within the time limits established under this Order, unless the performance is delayed or prevented by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance of the Work (so long as those payments required under paragraph 14 do not exceed $4.275 million).

34. If any event occurs or has occurred that may delay the performance of any Work obligation under this Order, whether or not caused by a *force majeure* event, Respondents shall notify U.S. EPA orally within 24 hours of when Respondents first knew that the event might cause a delay. Within 7 business days thereafter, Respondents shall provide to U.S. EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall be grounds for U.S. EPA to deny Respondents an extension of time for performance under this Section. Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a *force majeure*, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

35. If U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the Work obligations under this Order that are affected by the *force majeure* event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the Work obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other Work obligation that is not so affected. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, U.S. EPA will notify Respondents in writing of its decision. If U.S. EPA agrees that the delay is attributable to a *force majeure* event, U.S. EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event. In the event a *force majeure* event precludes the Respondents from entering the agreement(s) required by paragraph 14 of this Order, U.S. EPA may excuse Respondents from performance of the Work under this Order.

XVI. STIPULATED PENALTIES

36. Respondents shall be liable to U.S. EPA for stipulated penalties in the amounts set forth in paragraph 37 for failure to comply with the Work requirements of this Order specified below, unless excused under Section XV (*Force Majeure*), or modified by written agreement of the parties under Section XXIII.

37. Stipulated Penalty Amounts.

	1-14 days late	more than 14 days late
Failure to make any payment required of Respondents by any approved agreement required by paragraph 14.	$ 250/day	$ 500/day
Failure to timely submit draft agreements required by paragraph 14(c).	$ 250/day	$ 500/day
Failure to timely submit a revised draft agreement as required by paragraph 15.	$ 250/day	$ 500/day

38. Unless the failure to perform is excused or the timing for performance is otherwise modified by the parties, all penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after U.S. EPA's receipt of such submission until the date that U.S. EPA notifies Respondents of any deficiency; and 2) with respect to a decision by the Director of the Superfund Division, U.S. EPA Region 5, under Section XIV (Dispute Resolution), during the period, if any, beginning on the 21st day after the U.S. EPA submits its Statement of Position until the date that the Director of the Superfund Division, U.S. EPA Region 5, issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

39. Following U.S. EPA's determination that Respondents have failed to comply with a requirement of this Order, U.S. EPA may give Respondents written notification of the failure and describe the noncompliance. U.S. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding paragraphs regardless of whether U.S. EPA has notified Respondents of a violation.

40. All penalties accruing under this Section shall be due and payable to U.S. EPA within 30 days of Respondents' receipt from U.S. EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XIV (Dispute Resolution). All payments to U.S. EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," to the following address:

U.S. Environmental Protection Agency
Program Accounting & Analysis Section

P.O. Box 70753
Chicago, Illinois 60673

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Stipulated Penalties - Ellsworth Industrial Park Site" and shall reference the payers' name and address, the U.S. EPA site identification number (05B52A), and the docket number of this Order.

41. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Order.

42. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision determining that payment is due.

43. If Respondents fail to pay stipulated penalties when due, U.S. EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to paragraph 40. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of U.S. EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Order, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that, U.S. EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XVII. COVENANT NOT TO SUE BY U.S. EPA

44. In consideration of the Work that will be performed and the payments that will be made by Respondents under the terms of this Order, and except as otherwise specifically provided in this Order, U.S. EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work or other matters covered by this Order. This covenant not to sue shall take upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Order. This covenant not to sue extends only to Respondents and does not extend to any other person.

XVIII. RESERVATIONS OF RIGHTS BY U.S. EPA

45. Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take other legal or equitable action as it deems appropriate and necessary, or to require Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

46. The covenant not to sue set forth in Section XVII above does not pertain to any matters other than those expressly identified therein. U.S. EPA reserves, and this Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondents to meet a requirement of this Order;

b. liability for response costs incurred by U.S. EPA at or in connection with the Site;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of hazardous substances outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

XIX. COVENANT NOT TO SUE BY RESPONDENTS

47. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work or this Order, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in paragraphs 46 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

The Respondents reserve, and this Order is without prejudice to, their potential claims against the United States for intentional or willful torts committed by any employee of the United States while acting within the scope of their office or employment, to the extent such claims are otherwise allowed by any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA. Respondents' reservation does not include any claim based on U.S. EPA's selection of response actions, or U.S. EPA's oversight or approval of the Work.

48. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XX. OTHER CLAIMS

49. By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

50. Except as expressly provided in Section XVII (Covenant Not to Sue by U.S. EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

XXI. CONTRIBUTION PROTECTION

51. The Parties agree that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Order.

The "matters addressed" in this Order are the response actions necessary to abate current and threatened exposures to contaminated drinking water in the area depicted in Attachment C. Except as expressly provided herein, nothing in this Order precludes the United States or Respondents from asserting any claims, causes of action, or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery. Nothing in this Order precludes Respondents from asserting any claims, causes of action, or demands against any Respondents who fail to comply with this Order for any reason, or any action allowed by separate agreement among the Respondents regarding their participation in this Order.

XXII. INDEMNIFICATION

52. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out the Work pursuant to this Order. For purposes of this Order, the Village, County and DWC and their contractors shall in no event be deemed or construed to be agents, representatives, contractors, or subcontractors of Respondents. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Order. Neither Respondents nor any such contractor shall be considered an agent of the United States.

53. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

54. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work. Provided, however, that the foregoing two sentences do not apply with respect to any contract, agreement, or arrangement between any one or more of the Respondents and the Village, County and DWC as described in Paragraph 14(a).

XXIII. MODIFICATIONS

55. The RPM may make modifications to any schedule established under this Order in writing or by oral direction, provided that Respondents' deadlines shall not be accelerated without Respondents' prior written consent. Any oral modification will be memorialized in writing by U.S. EPA promptly, but shall have as its effective date the date of the RPM's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties. Wherever in this Order the approval or consent of the United States is required, such approval or consent shall not unreasonably be withheld.

56. If Respondents seek permission to deviate from any approved agreement or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the RPM pursuant to paragraph 55.

57. No informal advice, guidance, suggestion, or comment by the RPM or other U.S. EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XXIV. NOTICE OF COMPLETION OF WORK

58. At any time after the submission of the Final Report provided pursuant to paragraph 17 that the Respondents believe they have completed financial arrangements sufficient to ensure that all payments that may be required by paragraph 14 of this Order will be made in full and on time, Respondents may submit a written request to U.S. EPA (with a copy to the State) requesting a Notice of Completion of Work. Such a request shall describe in detail all financial arrangements established to complete the Work. When U.S. EPA determines (in consultation with the State), after U.S. EPA's review of the request for Notice of Completion of Work that all Work has been fully performed in accordance with this Order, U.S. EPA will provide written notice to Respondents. If U.S. EPA determines that any such Work has not been completed in accordance with this Order, U.S. EPA will notify Respondents and provide a list of the deficiencies. Respondents shall correct the deficiencies as directed by U.S. EPA and shall submit a modified request for Notice of Completion in accordance with the U.S. EPA notice. Failure by Respondents to correct any deficiencies in the Work as directed shall be a violation of this Order. The Notice of Completion of Work may except, and may reserve rights to enforce the Order concerning, default on the financial arrangements assuring payment and continuing obligations under this Order such as record retention and access to property and information.

XXV. SEVERABILITY

59. If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

XXVI. FINANCIAL ASSURANCE

60. Within 30 days of the Effective Date, Respondents shall establish and maintain financial security in an amount adequate to make the payments up to $4.275 million for the local share of grant funding and for the payments of principal and interest on the twenty year loans for residential hook ups, in one or a combination of the following forms:

a. A surety bond guaranteeing performance of the Work;

b. One or more irrevocable letters of credit or equivalent financial product providing for or assuring the availability of adequate funds to purchase or establish an appropriate financial product; to fund the estimated cost of the Work;

c. A trust fund;

d. A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of Respondents;

e. A demonstration that (one or more of the) Respondents satisfy the requirements of 40 C.F.R. Part 264.143(f);

f. A financial assurance provision in the approved agreement referenced in paragraph 14; or

g. Another appropriate mechanism approved by US EPA.

If Respondents seek to demonstrate their ability to complete the Work by means of the financial test or the corporate guarantee, they shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date. In the event that U.S. EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate, Respondents shall, within 30 days of receipt of notice of U.S. EPA's determination, obtain and present to U.S. EPA for approval one of the other forms of financial assurance listed in this Section. Respondents' inability to demonstrate financial ability to complete the Work shall not excuse performance of any Work required under this Order.

61. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in paragraph 60 of this Section, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to U.S. EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by U.S. EPA. In the event of a dispute, Respondents may reduce the amount of the security in accordance with the written decision resolving the dispute.

62. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and approval by U.S. EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVI. EFFECTIVE DATE

63. This Order shall be effective 5 business days after the Order is signed by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:
ELLSWORTH INDUSTRIAL PARK
DOWNERS GROVE, ILLINOIS

ADMINISTRATIVE ORDER BY CONSENT

PRP: AMES SUPPLY COMPANY

By: _____
Robert C. Hildebrandt, President

Dated: August 4, 2003

IN THE MATTER OF:
ELLSWORTH INDUSTRIAL PARK
DOWNERS GROVE, ILLINOIS

ADMINISTRATIVE ORDER BY CONSENT

PRP: WHITE LAKE BUILDING CORPORATION

By: Richard A. Marvil
Richard A. Marvil, President

Dated: August 4, 2003

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 29th day of July, 2003 .

By: _____

For: Arrow Gear Co.

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 30 day of July, 2003 .

By: [signature]

For: Bison Gear

IT IS SO ORDERED AND AGREED

BY: _____ DATE:

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this _____ day of _____, 2003 .

By: Richard Krause, President

For: Fusibond Piping Systems Inc

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 29th day of July, 2003 .

By: David A Collins

For: D. Lindy Mfg. Co.

IT IS SO ORDERED AND AGREED

BY: _____ DATE:

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 7 day of Aug., 2003 .

By: Richard Lamz EXECUTIVE VICE PRESIDENT
RICHARD LAMZ

For: MAGNETROL INTERNATIONAL INCORPORATED

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____
William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 30 day of July, 2003 .

By: [signature]

For: The Morey Corporation

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 4TH day of AUGUST, 2003 .

By: _____
ATTORNEY & AUTHORIZED REPRESENTATIVE

For: PRECISION BRAND PRODUCTS, INC.

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____
William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 30th day of July, 2003 .

By: Paul A. Ramitt PRES

For: PRINCIPAL MANUFACTURING CORP

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 30th day of July, 2003 .

By: _____

For: REXNORD CORPORATION

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 5 day of AUG., 2003 .

By: [signature]

For: SCOT INCORPORATED

IT IS SO ORDERED AND AGREED

BY: _____ DATE:

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 5TH day of AUG, 2003 .

By: _____

For: TRICON INDUSTRIES, INCORPORATED

IT IS SO ORDERED AND AGREED

BY: _____ DATE:_____
William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 5th day of August, 2003 .

By:

For: _____

IT IS SO ORDERED AND AGREED

BY: _____ DATE:

William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

IN THE MATTER OF:

ELLSWORTH INDUSTRIAL PARK SITE
DOWNERS GROVE, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this _____ day of _____, 2003 .

By: _____

For: _____

IT IS SO ORDERED AND AGREED

BY: _____ DATE: 8/8/03
William E. Muno, Director
Superfund Division
United States Environmental Protection Agency
Region 5

Attachment A

Ellsworth Industrial Park

Ames Supply Company

Arrow Gear

Bison Gear & Engineering Co.

Fusibond Piping Systems, Inc.

William Helwig

Lindy Manufacturing Company

Magnetrol International, Inc.

The Morey Corporation

Precision Brand Products, Inc.

Principal Manufacturing Company

Rexnord

Scot, Inc.

Tricon Industries, Inc.

White Lake Building Corporation

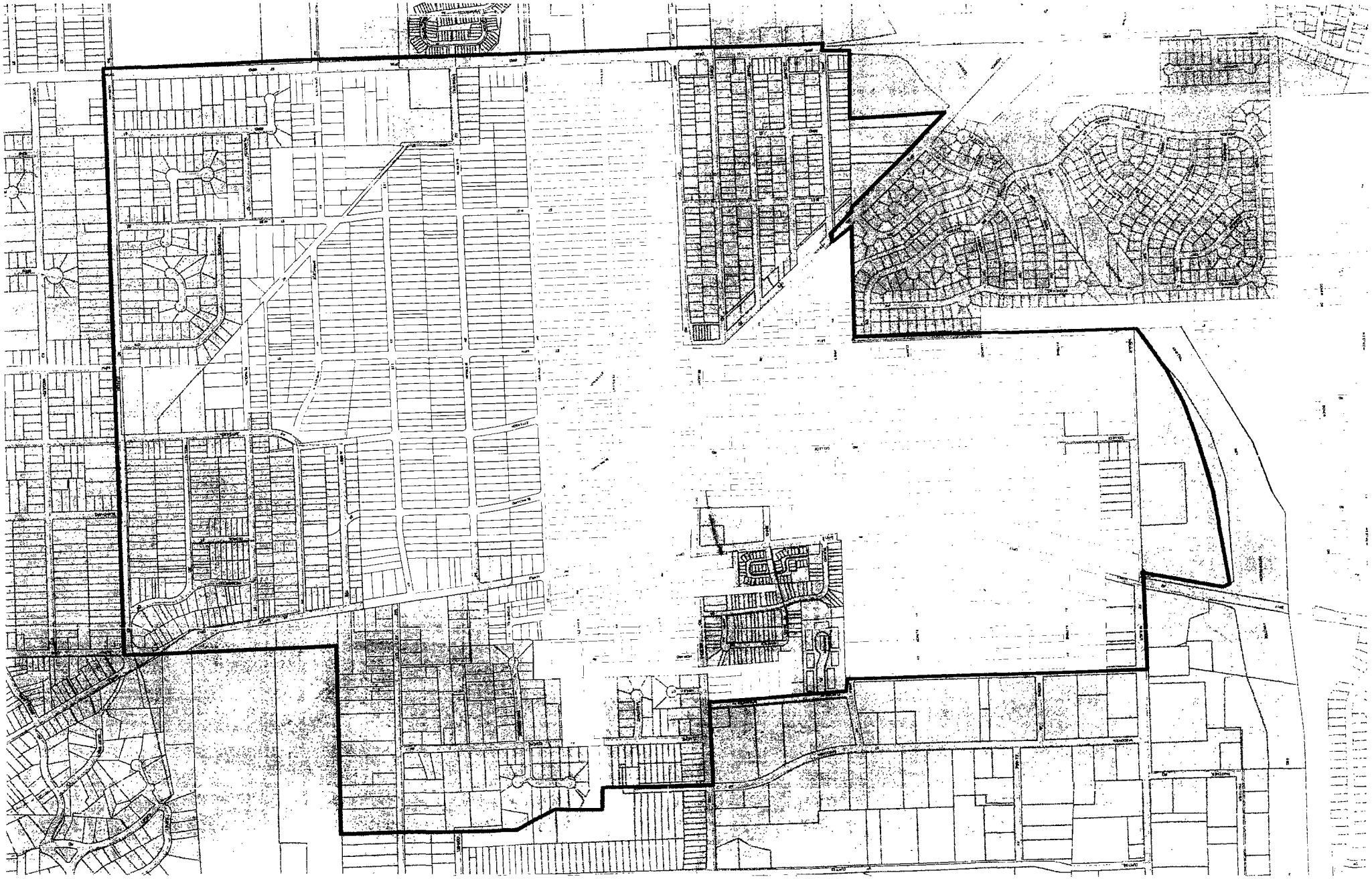
ATTACHMENT B

FIGURE 1-1
SITE LOCATION MAP

DOWNERS GROVE, ILLINOIS

NORTH

2000' 0 2000'

SOURCE: UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY
WHEATON, ILLINOIS QUADRANGLE

ATTACHMENT C