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

OCT 14 2009

EPA Region 5 Records Ctr.
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REPLY TO THE ATTENTION OF:
S-6J

Commonwealth Edison Company
AT & T Corp.
Fermi Research Alliance, LLC
c/o Mr. Alan P. Bielawski
Attorney at Law
Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603

Re: Elgin Salvage & Supply Site OU01, 20 Jefferson Yard
Elgin, Illinois (Kane County)

Dear Mr. Bielawski:

Enclosed please find an executed copy of the Administrative Settlement Agreement and Order on Consent for Removal Action (Order) issued for this Site pursuant to Sections 104, 106, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9604, 9606, 9607 and 9622. Thank you for your cooperation in this matter.

If you have any questions regarding this Order, please contact Tom Turner, Associate Regional Counsel, at (312) 886-6613 or Steve Faryan, On-Scene Coordinator, at (312) 353-9351.

Sincerely,

Richard C. Karl, Director
Superfund Division

Enclosure

cc: Mr. Gary King
Acting Bureau Chief, Illinois Environmental Protection Agency

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

Elgin Salvage & Supply Site
OU 01, 20 Jefferson Yard
20 Jefferson Avenue
Elgin, Kane County, Illinois

Respondents:

Commonwealth Edison Company
AT&T Corp.
Fermi Research Alliance, LLC

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

Docket No. V-W-10-C-937

Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and Respondents. This Settlement Agreement provides for the performance of removal actions by Respondents and the reimbursement of certain response costs incurred by the United States for the second removal action at or in connection with the Jefferson Avenue Yard portion of the Elgin Salvage & Supply Site located at 464 McBride Street in Elgin, Kane County, Illinois. The second removal action is known as Operable Unit 01, 20 Jefferson Yard ("OU 01, 20 Jefferson Yard" or the "Site"), and is located at 20 Jefferson Avenue, Elgin (Kane County), Illinois.

2. This Settlement Agreement 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 ("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 Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement 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 Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon U.S. EPA and upon Respondents and Respondents' 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 Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that its contractors, subcontractors, and representatives comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Settlement Agreement, 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 Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. " 20 Jefferson Yard" shall mean the approximately 1.3-acre abandoned non-ferrous Jefferson Avenue Yard portion of the Elgin Salvage and Supply Site. 20 Jefferson Yard is located at the corner of McBride Street and Jefferson Avenue, having an address of 20 Jefferson Avenue, in Elgin, Kane County, Illinois. 20 Jefferson Yard is depicted generally on the map attached as Attachment A.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXVIII (Effective Date).

d. "Future Response Costs" shall mean all costs after February 28, 2009, including direct and indirect costs that the United States incurs in reviewing or developing plans, reports, and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement on or after the Effective Date. Future Response Costs shall also include all costs, including direct and indirect costs, incurred prior to February 28, 2009, but paid after that date.

e. "Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance 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.

f. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous

Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

g. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto, listed in Section XXVII (Severability/Integration/ Appendices). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

h. "Parties" shall mean U.S. EPA and Respondents.

i. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with OU 01, 20 Jefferson Yard through February 28, 2009.

j. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

k "OU1" shall mean "Operable Unit 01", or the second removal action to be undertaken at the 1.3-acre abandoned non-ferrous Jefferson Avenue Yard portion of the Elgin Salvage and Supply Site, located at the corner of McBride Street and Jefferson Avenue, and having an address of 20 Jefferson Avenue, Elgin, Kane County, Illinois.

l. "Respondents" shall mean Commonwealth Edison Company, AT&T Corp., and Fermi Research Alliance, LLC. For purposes of this Settlement Agreement, AT&T Corp. is defined to include AT&T Corp. and its present and former subsidiaries, including Illinois Bell Telephone Company, Western Electric Company also known for a time as AT&T Technologies Inc., and Alcatel-Lucent USA Inc., a successor-in-interest to the claims asserted against Western Electric and AT&T Technologies Inc.

m. "Site" or "facility" shall mean the Jefferson Avenue Yard portion, also known as OU 01, 20 Jefferson Yard, of the Elgin Salvage & Supply Site, 464 McBride Street in Elgin, Kane County, Illinois, located at the corner of McBride Street and Jefferson Avenue, and having an address of 20 Jefferson Avenue, Elgin, Kane County, Illinois.

n. "State" shall mean the State of Illinois.

o. "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

p. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA,

42 U.S.C. § 6903(27); and 4) any "hazardous material" under 415 Illinois Compiled Statutes ("ILCS") 5/3.215.

q. "Work" shall mean all activities Respondents are required to perform under this Settlement Agreement.

r. "Work Plan" shall mean the U.S. EPA-approved Removal Action Work Plan entitled "Removal Plan (2nd Revision), Jefferson Yard" dated September 2009, described in Section VIII (Work To Be Performed), and attached as Attachment B.

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 the non-ferrous yard portion of a formerly active metal scrap yard owned and operated by Elgin Salvage and Supply Company, Inc ("ESS"). The overall ESS scrap yards covered an approximately 5-acre area and consisted of two separate yards; the main ferrous yard located at 464 McBride Street, and the non-ferrous yard located at 20 Jefferson Avenue.

b. The Site covers an approximately 1.3-acre area and consists of an open unsecured field that contains an 8,000-10,000 square foot "L"-shaped wood and steel shed-like structure. A municipal well field is located ¾ mile northeast of the Site and a second municipal well field is located 2-½ miles southwest of the Site.

c. From approximately 1958 to 2000, the Site was owned and operated by ESS, Mr. Gordon Roth, President.

d. Between approximately 1971 and 1987, the ESS ferrous yard had an operating wire reclamation incinerator. In the early 1980s, ESS purchased used electrical transformers from Commonwealth Edison, and drained the oil out of the transformers. The method of disposal of the oil is not known. Between 1984 and 1988, ESS purchased scrap material including lead shielded wire, lead covered cable, lead sheets, or lead lugger from Commonwealth Edison, American Telephone and Telegraph, Illinois Bell, and Universities Research Associates Inc., now known as Fermi Research Alliance, LLC, the operator of Fermi National Accelerator Laboratory, or "Fermilab".

e. A 1987 Illinois Environmental Protection Agency investigation found polychlorinated dibenzo-p-dioxins ("PCDDs") and polychlorinated dibenzo-p-furans ("PCDFs") present in the main ESS yard soils near the incinerator. The incinerator was subsequently dismantled, but the method and location of disposal of the ash from the incinerator is not known. At the time of the first CERCLA removal action at the overall ESS Site, several 55-gallon drums containing ash from the incinerator were still present on-Site.

f. In June 1990, a U.S. EPA Field Investigation Team Site screening inspection of the overall ESS Site revealed high levels of PCDDs, PCDFs, Polychlorinated Biphenyls ("PCBs"), Polynuclear Aromatic Hydrocarbons, cyanide, and heavy metals present in on-Site soils. An August 1991 U.S. EPA Site Investigation also found high levels of PCBs and Toxicity Characteristic Leachate Procedure ("TCLP") lead.

g. On April 19, 1993, U.S. EPA issued a CERCLA Unilateral Administrative Order ("UAO"), Docket No. V-W-93-C-189, for a removal action at the overall ESS Site. The UAO was issued to potentially responsible parties ("PRPs") ESS, Commonwealth Edison, American Telephone and Telegraph, Illinois Bell, and University Research Associates, Inc. During the removal action, ESS's operations were allowed to remain active in both yards. All of the PRPs initially complied with the UAO and began work on July 7, 1993; however, ESS and University Research Associates, Inc. eventually ceased direct participation. The remaining PRPs completed the work on March 15, 1995. In July 1995, U.S. EPA determined the removal action under the 1993 UAO was completed.

h. ESS continued to own and operate the main scrap metal yard and the Site until approximately 2000. Between approximately 2000 and 2003, Ericor Metals, Inc. (Mr. Gene Seldomridge, President), leased the main scrap metal yard and the Site from ESS, maintaining the same type of scrap metal operation. The active use of the main scrap metal yard and the Site for scrap metal operations ceased upon purchase of the properties by the city of Elgin ("City") in 2003 or 2004 for possible re-development.

i. The City conducted investigations of the Site in 2004, and again in 2007-2008. Lead, PCBs, and dioxin contamination was found on the north and east portion of the property, and in the area of the shed-like structure. In March 2008, the City requested U.S. EPA assistance.

j. In April 2008, U.S. EPA performed a Site Assessment of the Site. The Site Assessment indicated hazardous substances at significant levels contaminating the Site soils. These hazardous substances are PCBs, lead, cadmium, and dioxin. PCB sample results ranged between 0.22 parts per million ("ppm"), and 87 ppm (the cleanup criterion is 10 ppm.). Total lead sample results ranged between 939 ppm and 8,000 ppm (the cleanup criterion is 400 ppm, and the TCLP lead criterion is 5.0 milligrams per liter ("mg./L"). TCLP cadmium was detected at 7.06 ppm (the 40 CFR 261.24 TCLP criterion is 1.0 mg./L), and dioxin was detected at levels ranging between 1,590 parts per trillion ("ppt") and 3,540 ppt, which exceeds the U.S. EPA residential cleanup criterion of 1,000 ppt.

k. On May 16, 2008, a fire occurred on the Site property, which appeared to have been set by squatters. The fire damaged the back of the north end of the shed-like structure, and some cylinders and drums. Several of the cylinders involved in the fire reportedly broke open during the fire. The cylinders were suspected to contain oxygen and acetylene. Several of the drums emitted different colored flames and smoke as they burned. The burned drums likely contained magnesium and/or other metal turnings. The City secured the Site property after the fire.

l. On July 18, 2008, U.S. EPA issued a General Notice of Potential Liability to PRPs Elgin Salvage & Supply Co., Inc.; Mr. Gordon R. Roth; AT&T Illinois f/k/a Illinois Bell Telephone Company; Commonwealth Edison Company; Fermi National Accelerator Laboratory; and Ericor Metals, Inc.

m. In November 2008, the contractor for Respondents Commonwealth Edison, AT&T Corp., and Fermi Research Alliance, LLC conducted soil sampling at the Site in order to further delineate soils above removal action levels, and to estimate quantities for treatment and disposal. A bench scale test was also conducted to determine the optimum amount of cement needed to stabilize lead-contaminated soils to levels below TCLP.

n. The City of Elgin, Illinois (Elgin) has voluntarily committed to the removal of drums and cylinders at the Site for off-Site disposal. However, if Elgin fails to perform this task pursuant to the requirement of U.S. EPA, then the Respondents shall complete the activity. In August 2009, U.S. EPA determined that Elgin properly completed the voluntary removal of drums and cylinders.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, U.S. EPA has determined that:

a. OU1, 20 Jefferson Yard is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at OU1, 20 Jefferson Yard, 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. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

i. Respondents Commonwealth Edison, AT&T Corp., and Fermi Research Alliance, LLC are persons who arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

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

iii. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the NCP, as amended, 40 CFR §300.415(b)(2). These factors include, but are not limited to, the following:

e. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR §300.415(b)(2). These factors include, but are not limited to, the following:

i. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the existence of PCBs, lead, dioxin, and chromium in surface soils in concentrations exceeding cleanup standards. There is potential for exposure to contamination for neighboring residents and their pets. Squatters have also been observed on-site, and are believed to be responsible for a fire set in May 2008.

ii. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Site due to the existence of PCBs, lead, dioxin, and chromium detected in surface soils at concentrations exceeding cleanup and toxicity regulatory criteria. Storm water flow or heavy winds may carry contaminants off-site in water or soils. During storm events, Site contaminants could migrate and affect sensitive receptors such as the Fox River, which is located approximately 350 feet west of the Site.

iii. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Site due to the potential for heavy winds or a storm event that could cause off-site migration of hazardous contaminants in the surface soils, and the potential threat to the Fox River, children or wildlife from storm water flow carrying contaminants off-site.

iv. Threat of fire or explosion; this factor is present at the Site due to the periodic presence of squatters, a fire in May 2008 that involved drums and cylinders, and the presence of other ignitable materials, which make the Site vulnerable to the continued threat of fire.

f. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

11. 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 provisions of this Settlement Agreement, including, but not limited to, all appendices to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

12. Respondents have retained one or more contractors to perform the Work and have notified U.S. EPA of the name(s) and qualifications of such contractor(s). Respondents shall also notify U.S. EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least five business days prior to commencement of such Work. U.S. EPA has approved Respondents' contractor, Conestoga-Rovers & Associates, St. Paul, Minnesota. U.S. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondents. If U.S. EPA disapproves of a selected contractor, Respondents shall retain a different contractor and shall notify U.S. EPA of that contractor's name and qualifications within three (3) business days of U.S. EPA's disapproval. The contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared consistent with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by U.S. EPA.

13. Respondents have designated, and U.S. EPA has approved, Ron Frehner of Conestoga-Rovers & Associates as the Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during Site work. U.S. EPA retains the right to disapprove of the designated Project Coordinator. 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 four 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 Settlement Agreement shall constitute receipt by all Respondents.

14. U.S. EPA has designated Steven Faryan and Brian Schlieger of the Emergency Response Branch, Region 5, as its On-Scene Coordinators ("OSCs"). Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to Steven Faryan, OSC, at U.S. EPA, Region 5, Superfund Division, mail code: SE-5J,

77 W. Jackson Blvd., Chicago, IL 60604. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant post consumer waste paper content where possible) and using two-sided copies.

15. U.S. EPA and Respondents shall have the right, subject to Paragraph 13, to change their respective designated OSCs 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

16. Respondents shall implement the removal actions required by the approved Work Plan, which is attached as Attachment B, and perform, at a minimum, the following removal activities in accordance with the Work Plan:

a. Investigate the potential for soil contamination on Site property, excavate and remove all contaminated soil (as described in the Work Plan), perform all required post-excavation confirmatory sampling (as described in the Work Plan), and backfill with confirmed clean fill (as described in the Work Plan);

b. Consolidate and package all hazardous substances, soil, treated soil, pollutants, and contaminants for transportation and off-site disposal, and perform post-removal confirmatory sampling;

c. Transport and dispose of all characterized or identified hazardous substances, soil, treated soil, pollutants, wastes, and contaminants that pose a substantial threat of release at a RCRA/CERCLA-approved disposal facility, in accordance with U.S. EPA's Off-Site Rule, 40 C.F.R. § 300.440; and

d. Take any other response actions to address any release or threatened release of a hazardous substance, pollutant or contaminant that the U.S. EPA OSC(s) determines may pose an imminent and substantial endangerment to the public health or the environment.

17. Work Plan and Implementation.

a. Within seven (7) days of the Effective Date of the Settlement Agreement, Respondents shall implement the Work Plan, attached as Attachment B, which has been approved in writing by U.S. EPA. Respondents shall provide U.S. EPA within five (5) business days advance notice of the implementation of the Work Plan. The Work Plan shall be performed in accordance with the schedule approved by U.S. EPA. The Work Plan, the schedule contained therein, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

18. Health and Safety Plan. Respondents have submitted, under separate cover to the Work Plan, for U.S. EPA review and comment, a plan that ensures the protection of the public health and safety during performance of Work under this Settlement Agreement. The Health and Safety Plan was prepared consistent with U.S. EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the Plan complied with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. Respondents shall incorporate all changes to the plan recommended by U.S. EPA and shall implement the Plan during the pendency of the removal action.

19. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate U.S. EPA guidance. Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by U.S. EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for QA monitoring. Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples. Respondents shall notify U.S. EPA not less than three business days in advance of any sample collection activity, unless shorter notice is agreed to by U.S. EPA. U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary. Upon request, U.S. EPA shall allow Respondents to take split or duplicate samples of any samples it takes as part of its oversight of Respondents' implementation of the Work.

20. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by U.S. EPA, Respondents shall submit a proposal for post-removal Site control consistent with Section 300.415(*l*) of the NCP and OSWER Directive No. 9360.2-02. Upon

U.S. EPA approval, Respondents shall implement such controls and shall provide U.S. EPA with documentation of all post-removal Site control arrangements.

21. Reporting.

a. Respondents shall submit a written progress report to U.S. EPA concerning actions undertaken pursuant to this Settlement Agreement every 30th day after the effective date of this Settlement Agreement until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC(s). These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, 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 three copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved Work Plan. Upon request by U.S. EPA, Respondents shall submit such documents in electronic form.

c. Respondents who own or control property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to U.S. EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondents who own or control property at the Site also agree to require that their successors comply with the immediately proceeding sentence and Sections IX (Site Access) and X (Access to Information).

22. Final Report. Within 60 calendar days after completion of all Work required by Section VIII (Work To Be Performed) of this Settlement Agreement, Respondents shall submit for U.S. EPA review a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and with the guidance set forth in "Superfund Removal Procedures: Removal Response Reporting – POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). 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."

23. Off-Site Shipments.

a. Respondents shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the OSC(s). However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondents shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the removal action. Respondents shall provide the information required by this Paragraph 23(a) and 23(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain U.S. EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

24. Respondent shall, commencing on the Effective Date, provide U.S. EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

25. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within ten (10) business days after the Effective Date, or as otherwise specified in writing by the OSCs. Respondents shall immediately notify U.S. EPA if

after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

26. Notwithstanding any provision of this Settlement Agreement, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

27. Respondents shall provide to U.S. EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to U.S. EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

28. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to U.S. EPA under this Settlement Agreement 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, 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.

29. 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 the Respondents assert such a privilege in lieu of providing documents, they shall provide U.S. EPA 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 contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

30. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

31. Until six years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (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 six years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (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.

32. At the conclusion of this document retention period, Respondents shall notify U.S. EPA at least 60 days prior to the destruction of any such records or documents, and, upon request by U.S. EPA, Respondents shall deliver any such records or documents to U.S. EPA. 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 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 created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

33. 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 State or the filing of suit against it regarding the Site and that it has fully complied and will fully comply 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

34. Respondents shall perform all actions required pursuant to this Settlement Agreement 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. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. The Action Memorandum for the Site identified ARARs that shall be incorporated as necessary into the Work Plan, as described above.

Nothing in this Settlement Agreement is intended to prohibit or in any other way affect the rights of Respondent Fermi Research Alliance, LLC with regard to the following. As authorized by 41 U.S.C. Section 256(k)(3) and FAR 31.205-47(c)(1), Respondent Fermi Research Alliance, LLC may seek to recover costs incurred in connection with this proceeding from the U.S. Department of Energy (DOE) subject to DOE approval in accordance with the relevant contract and applicable law and regulations. Moreover, any future obligation of Respondent Fermi Research Alliance, LLC under Section XXIV ('Indemnification') is subject to the availability of appropriated funds under the prime contract between FRA and DOE at the time the obligation arises. Nothing under this Settlement Agreement or the prime contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet this obligation.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

35. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate, or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSCs or, in the event of their unavailability, the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and U.S. EPA takes such action instead, Respondents shall reimburse U.S. EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

36. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the OSCs at (312) 353-2318 and the National Response Center at (800) 424-8802. Respondents shall submit a written report to U.S. EPA within seven (7) business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of,

reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

37. The OSCs shall be responsible for overseeing Respondents' implementation of this Settlement Agreement. The OSCs shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSCs from the Site shall not be cause for stoppage of work unless specifically directed by the OSCs.

XV. PAYMENT OF RESPONSE COSTS

38. Payment for Past Response Costs.

a. Within 30 days after the Effective Date, Respondents shall pay to U.S. EPA $59,985.41 for Past Response Costs. Payment shall be made to U.S. EPA electronically by either Electronic Funds Transfer ("EFT") payment via the Automated Clearinghouse ("ACH") for U.S. currency, or payment on line at the U.S. Department of Treasury website (www.pay.gov) in accordance with current procedures that U.S. EPA Region 5 will provide Respondents[1], and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number 05PM, OU 01 and, if any, the U.S. EPA docket number for this action. Respondents shall: 1) complete Respondents' required bank form; 2) include Federal Reserve Bank of New York, ABA #021030004 on the bank form; 3) include the U.S. EPA Account #68010727 on the form; 4) include the SWIFT address FRNYUS33, 33 Liberty Street, New York, NY, 10045; 5) include "D 68010727 Environmental Protection Agency" in Field Tag 4200 of the Fedwire message; and, 6) include a statement identifying the name and address of the party(ies) making payment, the Site name, and the U.S. EPA Region and Site/Spill ID Number 05PM, OU 01.

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1 Payments via ACH are to:
PNC Bank
808 17th Street, NW
Washington, DC 20074
Contact – Jesse White 301-887-6548
ABA = 051036706
Transaction Code 22 - checking
Environmental Protection Agency
Account 310006
CTX Format

b. At the time of payment, Respondents shall send notice that such payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., S-6J, Chicago, Illinois, 60604-3590 and to Tom Turner, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590.

c. The total amount to be paid by Respondents pursuant to Paragraph 38(a) shall be deposited in the Elgin Salvage & Supply Site, OU 01, 20 Jefferson Yard Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

39. Payments for Future Response Costs.

a. Respondents shall pay U.S. EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, U.S. EPA will send Respondents a bill requiring payment that consists of an Itemized Cost Summary. Respondents shall make all payments within 30 calendar days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 41 of this Settlement Agreement according to the following procedures.

i. If the payment amount demanded in the bill is for $10,000 or greater, payment shall be made to U.S. EPA electronically by either an Electronic Funds Transfer ("EFT"), via the Automated Clearinghouse for U.S. currency, or online payment via the U.S. Department of Treasury website (www.pay.gov) in accordance with procedures that U.S. EPA has provided to Respondents in Paragraph 38(a). Payment shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, and the Site/Spill ID Number 05PM, OU 01.

ii. If the amount demanded in the bill is $10,000 or less, the Settling Respondents may in lieu of the procedures in subparagraph 39(a)(i) make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment, and the EPA Site/Spill ID Number 05PM, OU 01. Settling Respondents shall send the check(s) to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Respondents shall send notice that payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., S-6J, Chicago, Illinois,

60604-3590 and to Tom Turner, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590.

c. The total amount to be paid by Respondents pursuant to Paragraph 39(a) shall be deposited in the Elgin Salvage & Supply Site, OU 01, 20 Jefferson Yard Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

40. In the event that the payment for Past Response Costs is not made within 30 days of the Effective Date, or the payments for Future Response Costs are not made within 30 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII (Stipulated Penalties).

41. Respondents may dispute all or part of a bill for Future Response Costs submitted under this Settlement Agreement, only if Respondents allege that U.S. EPA has made an accounting error, or if Respondents allege that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondents shall pay the full amount of the uncontested costs to U.S. EPA as specified in Paragraph 39 on or before the due date. Within the same time period, Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondents shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 39(b) above. Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

42. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

43. If Respondents object to any U.S. EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify U.S. EPA in writing of their objection(s) within 10 calendar days of such action, unless the objection(s) has/have been resolved informally. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting

Respondents' position, and all supporting documentation on which such party relies. U.S. EPA shall provide its Statement of Position, including supporting documentation, no later than 10 calendar days after 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. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended at the sole discretion of U.S. EPA. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph. 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 Settlement Agreement.

44. Respondents' obligations under this Settlement Agreement 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.

XVII. FORCE MAJEURE

45. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, 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 Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

46. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, 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 calendar 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. 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.

47. If U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement 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 obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. 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.

XVIII. STIPULATED PENALTIES

48. Respondents shall be liable to U.S. EPA for stipulated penalties in the amounts set forth in Paragraphs 49 and 50 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondents shall include completion of the activities under this Settlement Agreement or any Work Plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of this Settlement Agreement within the specified time schedules established by and approved under this Settlement Agreement.

49. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 49(b):

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th day
$2,500	15th through 30th day
$5,000	31st day and beyond

b. Compliance Milestones

Implementation of Site Security/ Safety Measures-	3 calendar days after Effective Date
Provide Access to U.S. EPA	On Effective Date
Initiation of Removal Activities -	7 calendar days after Effective Date

50. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Paragraphs 21, 22 and 31-33:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$2,000	31st day and beyond

51. 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, Region 5, under Paragraph 43 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after U.S. EPA submits its written statement of position until the date that the Director of the Superfund Division issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

52. Following U.S. EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, 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 Paragraph regardless of whether U.S. EPA has notified Respondents of a violation.

53. 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 XVI (Dispute Resolution). Payments shall be made to U.S. EPA under this Section shall be payable to "U.S. EPA Hazardous Substances Superfund," shall be either be paid electronically as provided in Section XV (Payment of Response Costs) or by check mailed to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-900

Payment shall indicate that the payment is for stipulated penalties, and shall reference the U.S. EPA Site/Spill ID Number 05PM, OU 01, the U.S. EPA Docket Number, and the name and address of

the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to U.S. EPA as provided in Paragraph 38(b).

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

55. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 20 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision.

56. 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 53. Nothing in this Settlement Agreement 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 Settlement Agreement or of the statutes and regulations upon which it is based, 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 Settlement Agreement. Should Respondents violate this Settlement Agreement or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §9604, and/or may seek judicial enforcement of this Settlement Agreement pursuant to Section 106 of CERCLA, 42 U.S.C. §9606. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive in writing any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

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

57. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, 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 the Work, Past Response Costs, and Future Response Costs. This covenant not to sue shall take effect upon receipt by U.S. EPA of the Past Response Costs due under Section XV (Payment of Response Costs) of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XV (Payment of Response Costs) and XVIII (Stipulated Penalties) of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including, but not limited to, payment of

Future Response Costs pursuant to Section XV (Payment of Response Costs). This covenant not to sue extends only to Respondents and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY U.S. EPA

58. Except as specifically provided in this Settlement Agreement, 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 Settlement Agreement. U.S. EPA also reserves the right to take any other legal or equitable action, as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

59. The covenant not to sue set forth in Section XIX (Covenant Not To Sue by U.S. EPA) above does not pertain to any matters other than those expressly identified therein. U.S. EPA reserves, and this Settlement Agreement 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 Settlement Agreement;

b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;

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 Waste Materials 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.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

60. 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, Past Response Costs, Future Response Costs, or this Settlement Agreement, 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 Illinois 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.

Except as provided in Paragraph 62 (waivers of claims, below), 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 59 (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.

61. 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).

62. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if

a. the materials contributed by such person to the Site containing hazardous substances did not exceed the greater of i) 0.002% of the total volume of waste at the Site, or ii) 110 gallons of liquid materials or 200 pounds of solid materials.

b. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if U.S. EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Respondent may

have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XXII. OTHER CLAIMS

63. By issuance of this Settlement Agreement, 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 Settlement Agreement

64. Except as expressly provided in Section XIX (Covenant Not to Sue by U.S. EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, 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.

65. No action or decision by U.S. EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION PROTECTION

66. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(h)(4), and that each Respondent is 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), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work, Past Response Costs, and Future Response Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42. U.S.C. § 9613(f)(3)(B), pursuant to which the Respondents have, as of the Effective Date, resolved their liability to the United States for the Work, Past Response Costs, and Future Response Costs.

c. Except as provided in Section XXI (Covenant Not To Sue By Respondents) of this Settlement Agreement, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section XXI (Covenant Not To Sue By Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA,

42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

XXIV. INDEMNIFICATION

67. 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 actions pursuant to this Settlement Agreement. 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 Settlement Agreement. 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 Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States. The Federal Tort Claims Act (28 U.S.C. §§ 2671, 2680) provides coverage for injury or loss of property, or injury or death caused by the negligent or wrongful act or omission of an employee of U.S. EPA while acting within the scope of his or her employment, under circumstances where U.S. EPA, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

68. 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.

69. Respondents shall, with respect to any suit or claim brought against them for matters related to this Settlement Agreement, notify in writing the United States within ten days of service of the complaint on Respondents. In addition, Respondents shall notify the United States within ten days of service or receipt of any Motion for Summary Judgment and within ten days of receipt of any order form a court setting a case for trial.

70. 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 on or relating to the Site, including, but not limited to, claims on account of construction delays. 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 on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. MODIFICATIONS

71. The OSCs may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by U.S. EPA promptly, but shall have as its effective date the date of the OSC's or OSCs' oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

72. If Respondents seek permission to deviate from any approved Work Plan 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 OSCs pursuant to Paragraph 71.

73. No informal advice, guidance, suggestion, or comment by the OSCs 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 Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

74. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, *e.g.*, post-removal site controls, payment of Future Response Costs, and record retention, 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 Settlement Agreement, U.S. EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. SEVERABILITY/INTEGRATION/APPENDICES

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

76. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachments are incorporated into this Settlement Agreement:

Attachment A	OU 01, 20 Jefferson Yard Map.
Attachment B	Removal Action Work Plan.

XXVIII. EFFECTIVE DATE

77. This Settlement Agreement shall be effective upon signature of this Settlement Agreement by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:

ELGIN SALVAGE & SUPPLY SITE
OU 01, 20 JEFFERSON YARD
ELGIN, IL

The undersigned representatives of Respondents each certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 10th day of September, 2009.

For Respondent Commonwealth Edison Company

By Neena Hemmady

Title Director, Environmental, Health & Safety

IN THE MATTER OF:

ELGIN SALVAGE & SUPPLY SITE
OU 01, 20 JEFFERSON YARD
ELGIN, IL

The undersigned representatives of Respondents each certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 10th day of September, 2009.

For Respondent AT&T Corp.

By Paul Shorb

Title General Attorney

IN THE MATTER OF:

ELGIN SALVAGE & SUPPLY SITE
OU 01, 20 JEFFERSON YARD
ELGIN, IL

The undersigned representatives of Respondents each certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 10th day of September, 2009.

For Respondent Fermi Research Alliance, LLC

By David A. Carlson

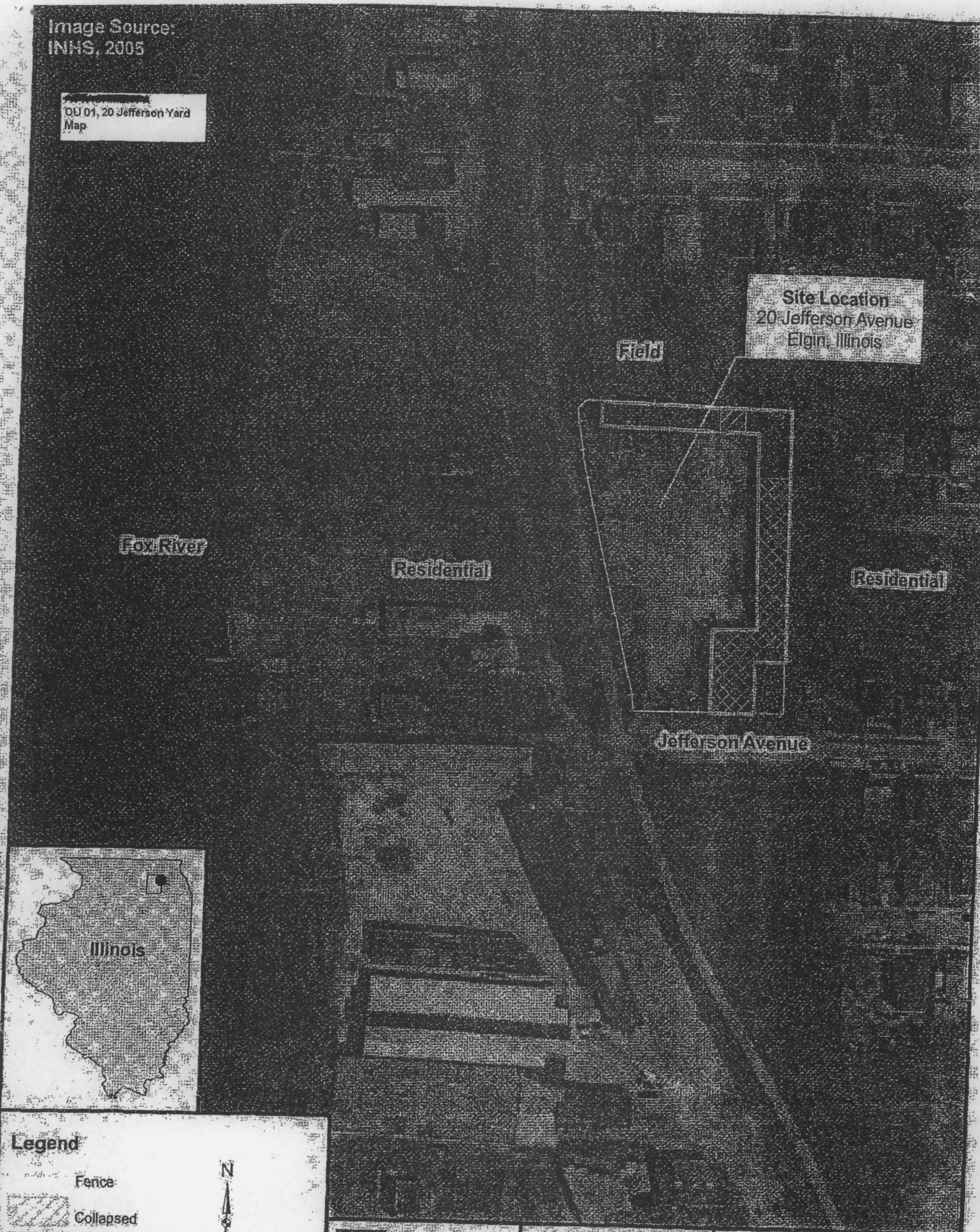
Title Head, Business Services

IN THE MATTER OF:

ELGIN SALVAGE & SUPPLY SITE
OU 01, 20 JEFFERSON YARD
ELGIN, IL

It is so ORDERED and Agreed this 14th day of OCTOBER, 2009.

BY: _____
Richard C. Karl, Director
Superfund Division
United States Environmental Protection Agency
Region 5



Prepared for:
USEPA REGION V
Contract No: EP-S5-06-04
TDD: S05-0001-0804-015
DCN: 430-2A-ACDX

Weston Solutions, Inc.
20 N. Wacker Dr, Suite 1210

Figure 1
Site Location Map
Elgin Salvage Site Assessment
Elgin, Kane County, Illinois

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REMOVAL PLAN (2nd Revision)

20 JEFFERSON AVENUE
ELGIN, ILLINOIS

DISCLAIMER:
SOME FORMATTING CHANGES MAY HAVE OCCURRED WHEN THE ORIGINAL DOCUMENT WAS PRINTED TO PDF; HOWEVER, THE ORIGINAL CONTENT REMAINS UNCHANGED.

SEPTEMBER 2009
REF. NO. 054633 (11)

Prepared by:
Conestoga-Rovers & Associates

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1.0 INTRODUCTION

This report was prepared by Conestoga-Rovers & Associates (CRA) and presents a Removal Plan for contaminated soil at 20 Jefferson Avenue in Elgin, Illinois (Site). The removal work will involve the excavation and off-site disposal of approximately 1,300 tons of soil contaminated with lead, Toxicity Characteristic Leaching Procedure (TCLP) lead, TCLP cadmium, polychlorinated biphenyls (PCBs), and dioxins.

2.0 BACKGROUND

2.1 SITE INFORMATION

The Site is approximately 1.3 acres and formerly operated as a non-ferrous scrap yard. A removal action was completed in 1995 when 2,600 cubic yards (CY) of contaminated soil was removed. The 1995 work is documented in a report titled: "Removal Action Completion Report" prepared by CRA, dated May 1995. After 1995, scrap operations continued until 2003 or 2004.

The Site was purchased by the City of Elgin in 2004 with plans to develop the property for possible recreational or residential use.

2.2 REMEDIAL OBJECTIVES

The United States Environmental Protection Agency (USEPA) has established the following remedial objectives for the Jefferson Yard Site:

- Total Polychlorinated Biphenyls (PCBs) 10 mg/kg
- Total Lead 400 mg/kg
- TCLP Lead 5 mg/L
- Total Cadmium 390 mg/kg
- TCLP Cadmium 1 mg/L
- Toxicity Equivalent (TEQ) Dioxin 1 μg/kg.

3.0 NATURE AND EXTENT OF CONTAMINATION

Studies completed by the City's contractor, Terracon, in 2004 through 2008 identified lead, PCB, and dioxin contamination in the building area on the north and east side of the Site (Terracon 2004 and Terracon 2008). In 2008, an USEPA contractor, Weston, collected samples from drums and soil for PCB, metals, and dioxin analyses (Weston 2008).

In the fall of 2008, three companies (Commonwealth Edison, AT&T, and Fermi Research Alliance, LLC (Fermilab) (the Group)) conducted soil sampling to further delineate the quantity of soil above remediation levels. The results of this sampling effort are documented in the report titled: "Supplemental Investigation Report" prepared by CRA and dated January 2009 (CRA 2009a).

In addition, as part of the Group effort a bench scale test was conducted by CRA to determine the optimum amount of cement needed to stabilize lead contaminated soil to levels below TCLP levels. The results of the bench scale test were presented in a CRA letter to USEPA (CRA 2009b).

Figures 3.1 through 3.7 present the PCB and total lead sampling results. CRA included sampling results obtained from previous studies on these figures. In addition, Table 3.1 presents a summary of all data which exceeded remediation criteria.

4.0 REMOVAL PLAN

The removal will involve the following steps:

1. Site facilities and controls;
2. Cleaning of concrete pad;
3. Debris removal;
4. In-situ stabilization;
5. Excavate Toxic Substance Control Act (TSCA) soil;
6. Excavate non-TSCA soil; and
7. Backfill.

4.1 SITE FACILITIES AND CONTROLS

The Site has an existing fence and buildings that were intended to limit access. In 2008, evidence of trespassers was noted on site with access to the site occurring from the north end of the Site where a building fire had occurred. On February 16, 2009 CRA inspected the Site and noted that the northern fence had been repaired and that the Site had a secure fence and locking gate.

Prior to excavation, utilities will be located and marked.

Figure 4.1 identifies the site features and layout. As shown, the majority of the Site within the fence is not subject to the removal and will serve as a support area. A contaminant reduction zone will be located in the area shown on Figure 4.1. All personnel and equipment will access the exclusion zone through the contaminant reduction zone. Equipment and personnel decontamination will occur in accordance with the Site-Specific Health and Safety Plan (HASP). The Exclusion Zone will be delineated in the field by security tape and/or spray marking on the ground.

The Site previously had numerous drums containing slag, ash, and other materials, and various compressed gas cylinders. The City of Elgin, as directed by their environmental consultant, Terracon, evaluated the drum and cylinder contents in July 2009. Based upon these analyses, the City of Elgin removed the drums and gas cylinders from the Site in August 2009 for off-site disposal.

4.2 CONCRETE CLEANING

The concrete area covers approximately 12,200 sq. ft., as shown on Figure 4.2. Dirt, which has accumulated on the concrete surface, is present in some areas and is less than one-half inch thick where present. In total, the volume of dirt is estimated to be less than 5 tons. Sample results show that the dirt has elevated levels of PCBs, lead, and dioxin. As such, the waste profile for the dirt matches the soil in the ES-S02 area which will be remediated by in-situ stabilization followed by TSCA disposal. For that reason, the dirt on the concrete surface will be first be swept on to the ES-S02 area (northeast corner of building area) using a rotary brush fitted on to a skid loader. Dust will be controlled by a light misting of the surface with water. After the sweeping has been completed, the concrete surface will be power washed using a low volume, high pressure spray washer. The wash water will be vacuum collected and filtered using a shop vacuum. The small volume of filtered soils will be placed into the ES-S02 area along with the floor sweepings. The filtered wash water will be combined with the decontamination liquids for later characterization and disposal.

4.3 DEBRIS REMOVAL

This task involves the removal and off-site disposal of debris which resulted from the roof collapse and fire which occurred in May 2008. Sampling conducted in November 2008 demonstrated that the debris is non-hazardous. CRA estimates the quantity of debris is 10 to 15 truck loads. The debris will be directly loaded onto trucks and hauled to a non-hazardous landfill for disposal.

This task also includes the removal of 360 sq. ft. of the concrete pad in the SB-11 area (approximately 25 tons). The concrete surface will be cleaned before removal. The concrete will be sampled during the site preparation period in order to develop a waste profile.

4.4 IN-SITU STABILIZATION

The purpose of in-situ stabilization is to eliminate the Resource Conservation and Recovery Act (RCRA) hazardous waste classification from soil which is planned for excavation. This procedure allows the soil to be managed as TSCA (if PCBs exceed 50 mg/kg) or non-hazardous waste (for soil with PCBs less than 50 mg/kg).

Four areas are designated as shown on Figure 4.3. The estimated volume of TCLP lead contaminated soil is as follows:

- ES-SO2 Area: 1100 sq. ft. by 0.5 ft deep (25 tons)
- ES-SO4 Area: 750 sq. ft. by 0.5 ft deep (37 tons)
- SB-11 Area: 360 sq. ft. by 1.5 ft deep (36 tons)
- JSS-10 Area: 800 sq. ft. by 0.5 ft deep (27 tons)

Location JSS-10 was included because of the elevated total lead levels which are expected to fail TCLP.

The treatment areas will be designated and marked in the field prior to the commencement of the work.

The only TCLP cadmium exceedence was also located in the same location as a TCLP lead exceedence (ES-SO2) and will be managed along with the TCLP lead soil.

CRA conducted a bench scale test on a 5-gallon sample collected from the ES-SO2 location. Based on the bench scale results (CRA 2009b), a mix ratio of 5% Portland cement to 95% soil (w/w) will sufficiently treat the soil to below criteria. This mix ratio relates to a recipe of 151 pounds of Portland cement for each cubic yard of soil to be treated. A tiller attached to a skid loader or a garden rototiller (for small areas) will be used for mixing. Confirmation samples will be collected to demonstrate that the stabilized soil is less than TCLP remediation criteria. In addition, samples will be collected at the 0.5- to 1-foot depth at ES-SO4 and JSS-10 to confirm that the TCLP exceedence is limited to the surface soil (0 to 0.5 ft depth). Split samples will be collected with the first split sample analyzed at least 24 hours after sample collection. Should the results of this first split sample exceed the TCLP criteria, the second split sample will be analyzed at least seven days following sample collection. This will account for the continued stabilization of the treated soil.

After the soil has been stabilized, it will still have total lead and or PCB levels in excess of remediation criteria and will then be excavated as described in Sections 4.5 or 4.6.

4.5 EXCAVATION OF TSCA SOIL

Area and depth of soils exceeding 50 mg/kg total PCBs has been pre-defined by previous sampling and no confirmation sampling is planned. Figure 4.4 shows the TSCA excavation areas and depths which are:

- ES-SO2 Area 1680 sq. ft. x 1 ft. deep (115 tons)
- ES-SO4 Area 750 sq. ft. x 1 ft. deep (50 tons)
- JSS-10 Area 800 sq. ft x 1 ft. deep (55 tons)

The excavation areas will be designated and marked in the field prior to the commencement of the work.

The estimated amount of TSCA soil (i.e. soils with PCBs exceeding 50 mg/kg) is 290 tons. The TSCA soil will be direct loaded onto end dumps and hauled to the Environmental Quality (EQ) TSCA approved landfill located in Belleville, Michigan.

4.6 EXCAVATION OF NON-TSCA SOIL

The areas and depths of non-TSCA soils exceeding remediation criteria have been pre-defined by previous sampling and no confirmation sampling is planned. Figures 4.5 and 4.6 show the non-TSCA excavation areas and depths which will be identified in the field prior to excavation.

The excavation areas will be designated and marked in the field prior to the commencement of the work.

The estimated amount of non-TSCA soil is 1,040 tons. The soil will be direct loaded onto end dumps and hauled to a non-hazardous landfill.

4.7 CONFIRMATORY SOIL SAMPLING

Confirmatory soil sampling for analysis of PCBs, total lead, total cadmium, TCLP lead, and TCLP cadmium will be completed following completion of excavation activities. Sidewall confirmatory soil samples will be collected at approximate 25-foot intervals, mid-height along the excavation face, along the outside of the excavation area (adjacent to off-site properties). Bottom confirmatory soil samples will be collected from the

excavation area on an approximate 25-foot spaced grid. The approximate locations of the confirmatory soil sampling points are depicted on Figure 4.7.

4.8 BACKFILL

The excavated areas will be backfilled with clean fill and/or gravel. Fill will be placed in 12-inch lifts and compacted to 95% maximum dry density, as determined by ASTM D698.

5.0 RELATED WORK PLAN DOCUMENTS

5.1 SAMPLING ANALYSIS AND MONITORING PLAN (SAMP)

The Sampling Analysis and Monitoring Plan (SAMP) will provide procedures for sample collection, sample preservation, and laboratory analysis for confirmation sampling following the soil stabilization and excavation activities. The SAMP will also include protocols for fugitive dust monitoring. The SAMP is provided under separate cover.

5.2 QUALITY ASSURANCE PROJECT PLAN (QAPP)

The Quality Assurance Project Plan (QAPP) will provide the data quality objectives, document control procedures, sampling protocols, laboratory procedures, QA/QC protocols, and laboratory and field measurements Standard Operation Procedures (SOP). The QAPP is provided under separate cover.

5.3 HEALTH AND SAFETY PLAN (HASP)

The HASP provides procedures to manage health and safety risks during the Removal Action and is provided under separate cover.

6.0 SCHEDULE

Initiation of work on-site will commence within seven (7) days of obtaining site access or the effective date of the Administrative Order of Consent, whichever occurs later. The work is scheduled to be completed within two months of USEPA approval and completion of an access agreement with the City of Elgin.

7.0 REPORTING

Upon completion of the Removal Action, a report will be submitted to USEPA. This Construction Completion Report will include a discussion of the soil quantities removed, figures depicting confirmation sample collection locations, and summary tables of confirmatory sampling results.

8.0 REFERENCES

Conestoga-Rovers & Associates (CRA). 1995. Removal Action Construction Report - Elgin Salvage and Supply Site, Elgin, Illinois. May 1995

CRA. 2009a. Supplemental Investigation Report - 20 Jefferson Avenue, Elgin, Illinois. January 2009.

CRA. 2009b. Bench Scale Stabilization Test Results - 20 Jefferson Avenue, Elgin, Illinois. February 2009.

Terracon. 2004. Comprehensive Site Investigation Report - Elgin Salvage Yard - Jefferson Site, 20 Jefferson Avenue. Prepared by Terracon for the City of Elgin. October 1, 2004.

Terracon. 2008. Tables and figures with data.

Weston. 2008. Site Assessment Report for the Elgin Salvage Site. Elgin, Kane County, Illinois. Prepared by Weston for the USEPA. June 9, 2008.

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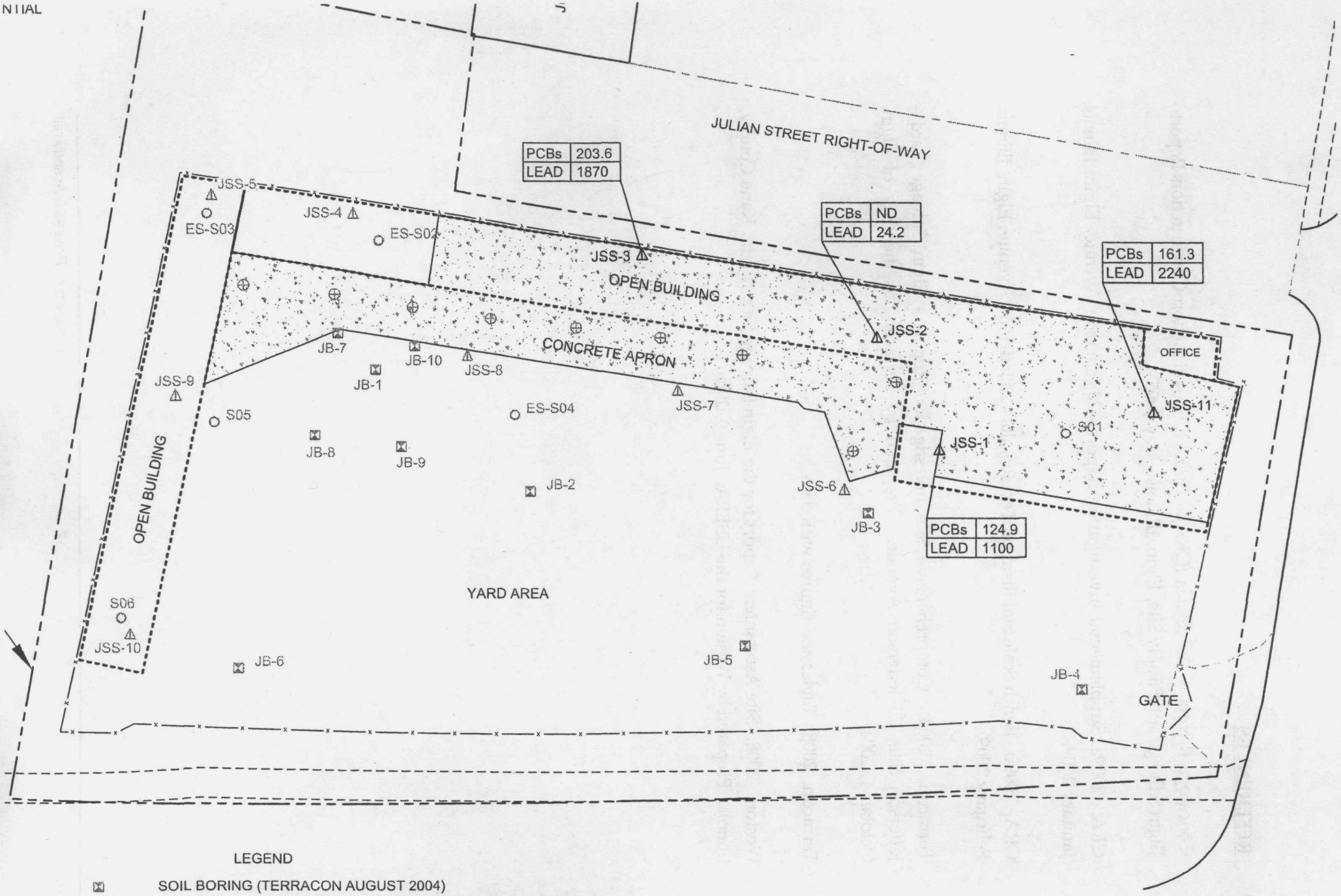

LEGEND

- SOIL BORING (TERRACON AUGUST 2004)
- SURFACE SOIL SAMPLE ON CONCRETE (TERRACON DECEMBER 2007)
- SURFACE SOIL SAMPLE (TERRACON DECEMBER 2007)
- SAMPLE LOCATION (WESTON APRIL 2008)
- SAMPLE LOCATION (CRA DECEMBER 1994)
- SITE BUILDING (ROOF)

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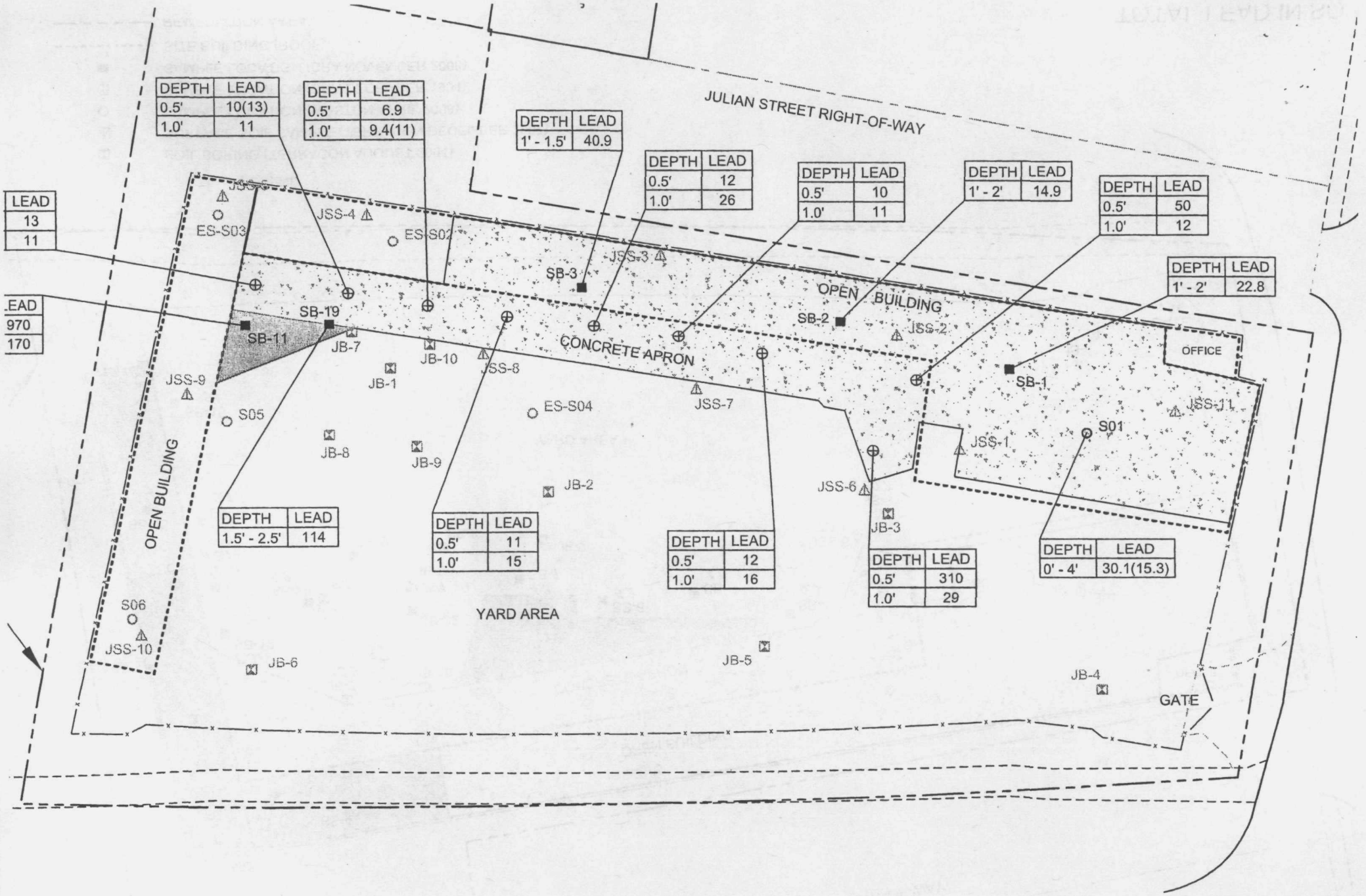

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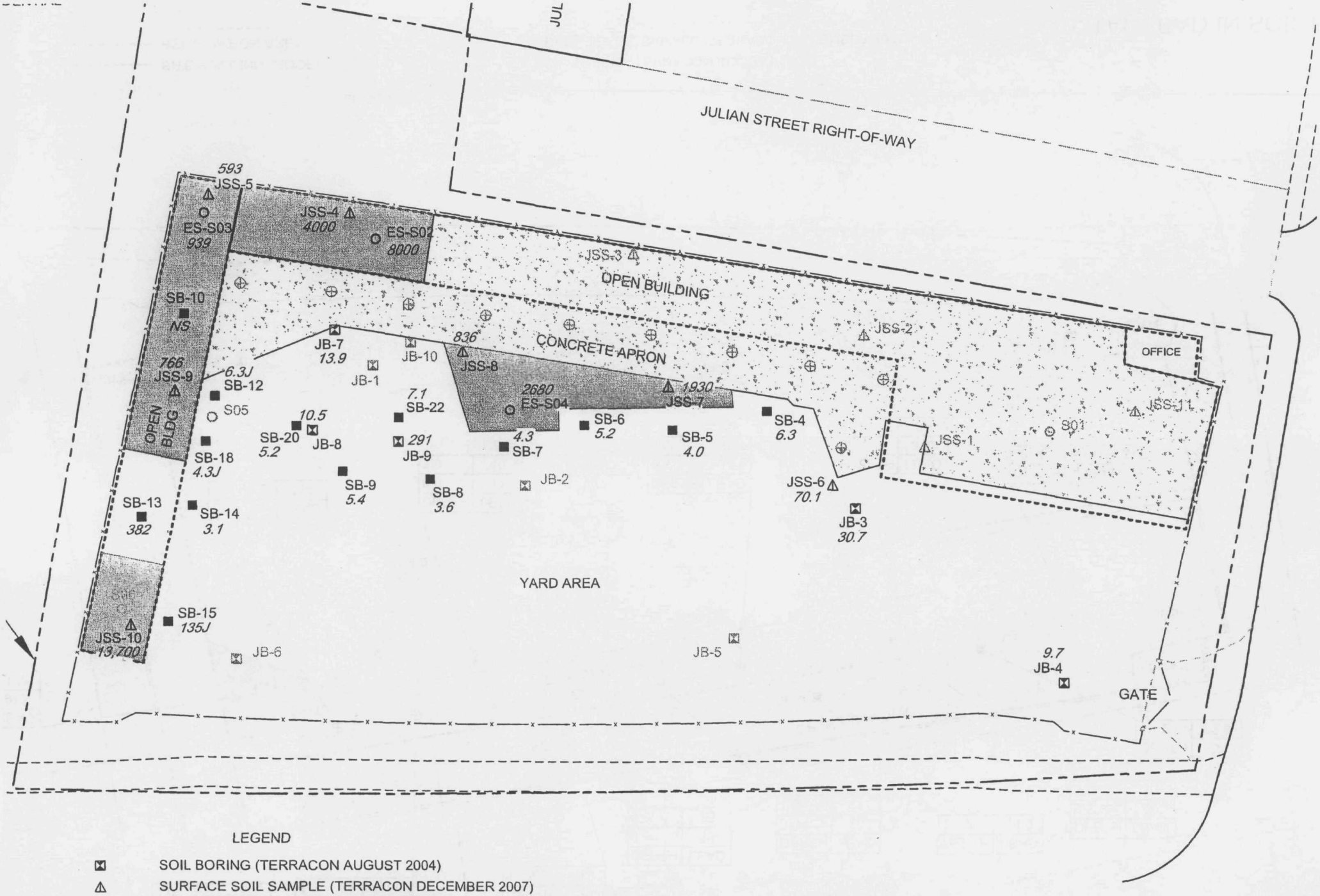

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- SAMPLE LOCATION (WESTON APRIL 2008)
- SAMPLE LOCATION (CRA DECEMBER 1994)
- SAMPLE LOCATION (CRA NOVEMBER 2008)
- SITE BUILDING (ROOF)
- REMEDIATION AREA

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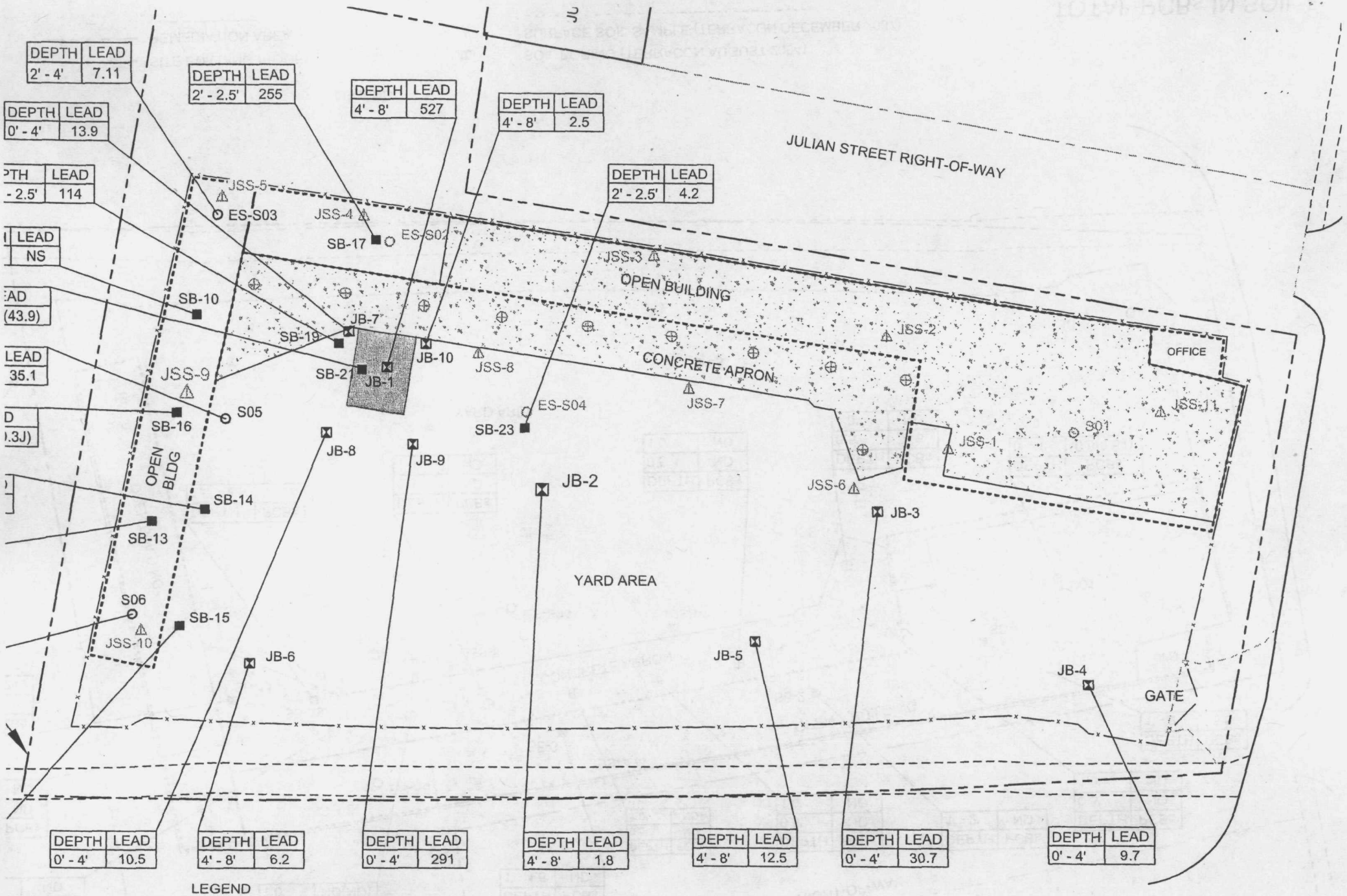

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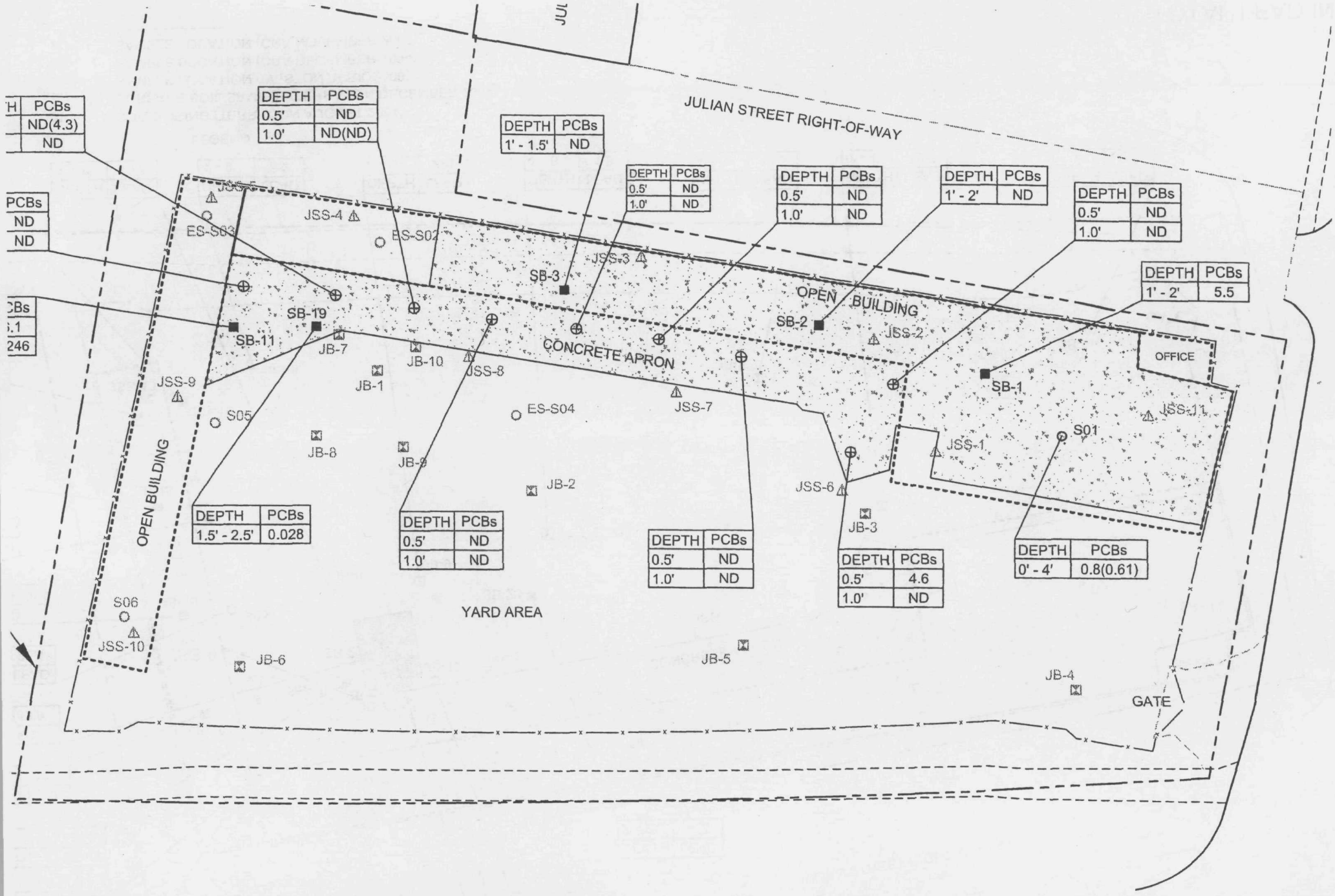

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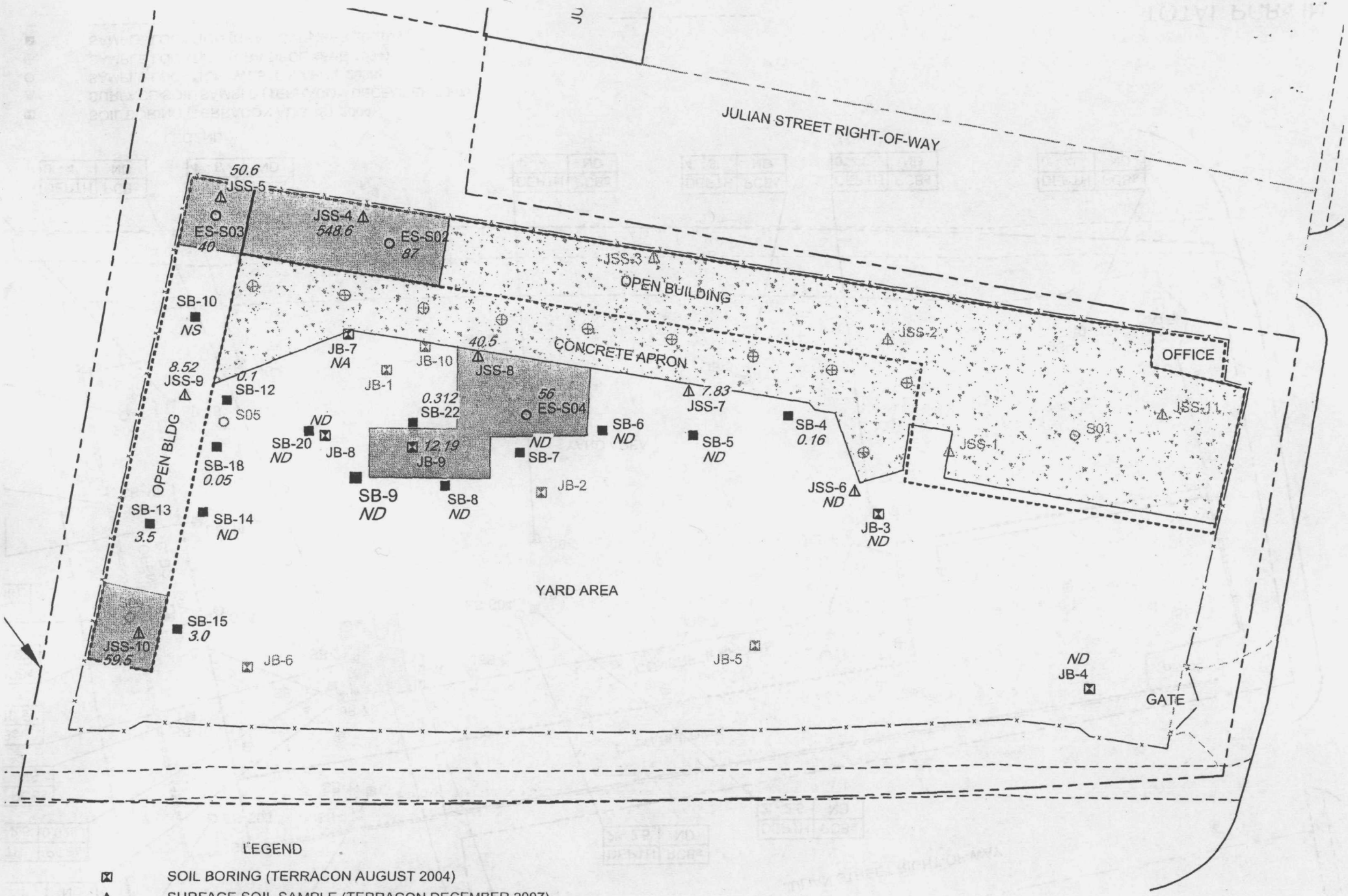
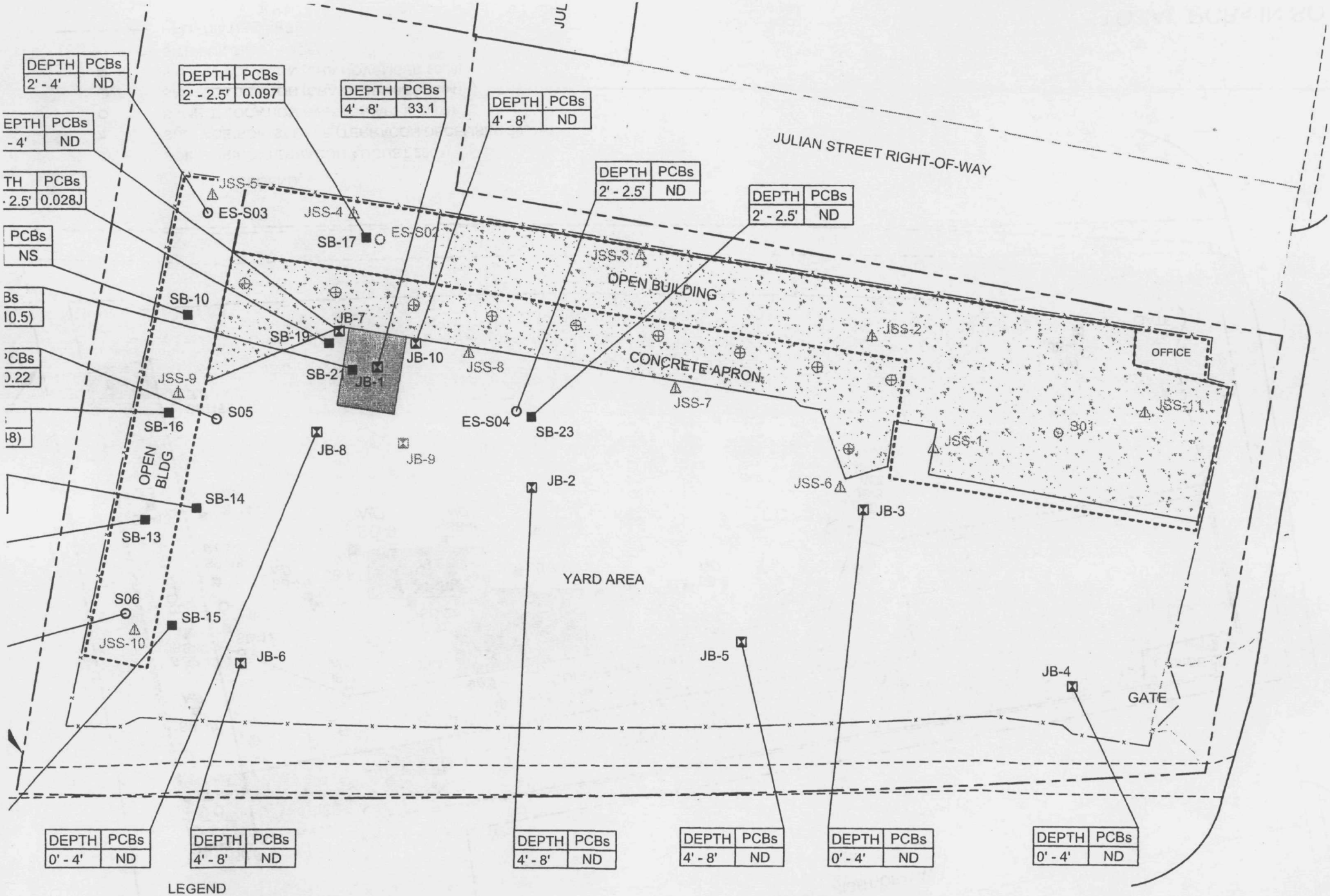


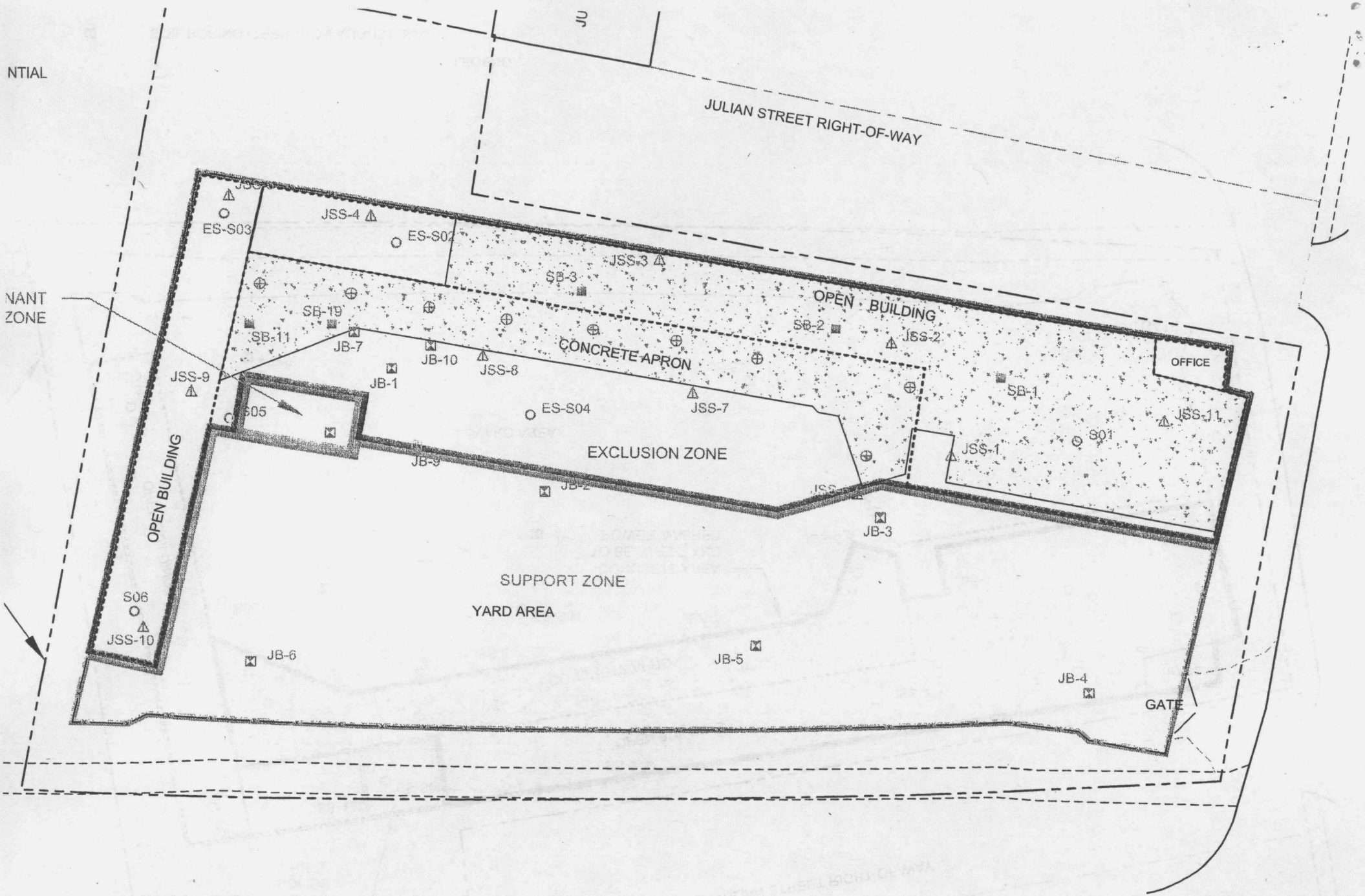
LEGEND

- SOIL BORING (TERRACON AUGUST 2004)
- SURFACE SOIL SAMPLE (TERRACON DECEMBER 2007)
- SAMPLE LOCATION (WESTON APRIL 2008)
- SAMPLE LOCATION (CRA DECEMBER 1994)
- SAMPLE LOCATION (CRA NOVEMBER 2008)
- SITE BUILDING (ROOF)
- REMEDIATION AREA

TOTAL PCBs IN SO



TOTAL PCBs IN

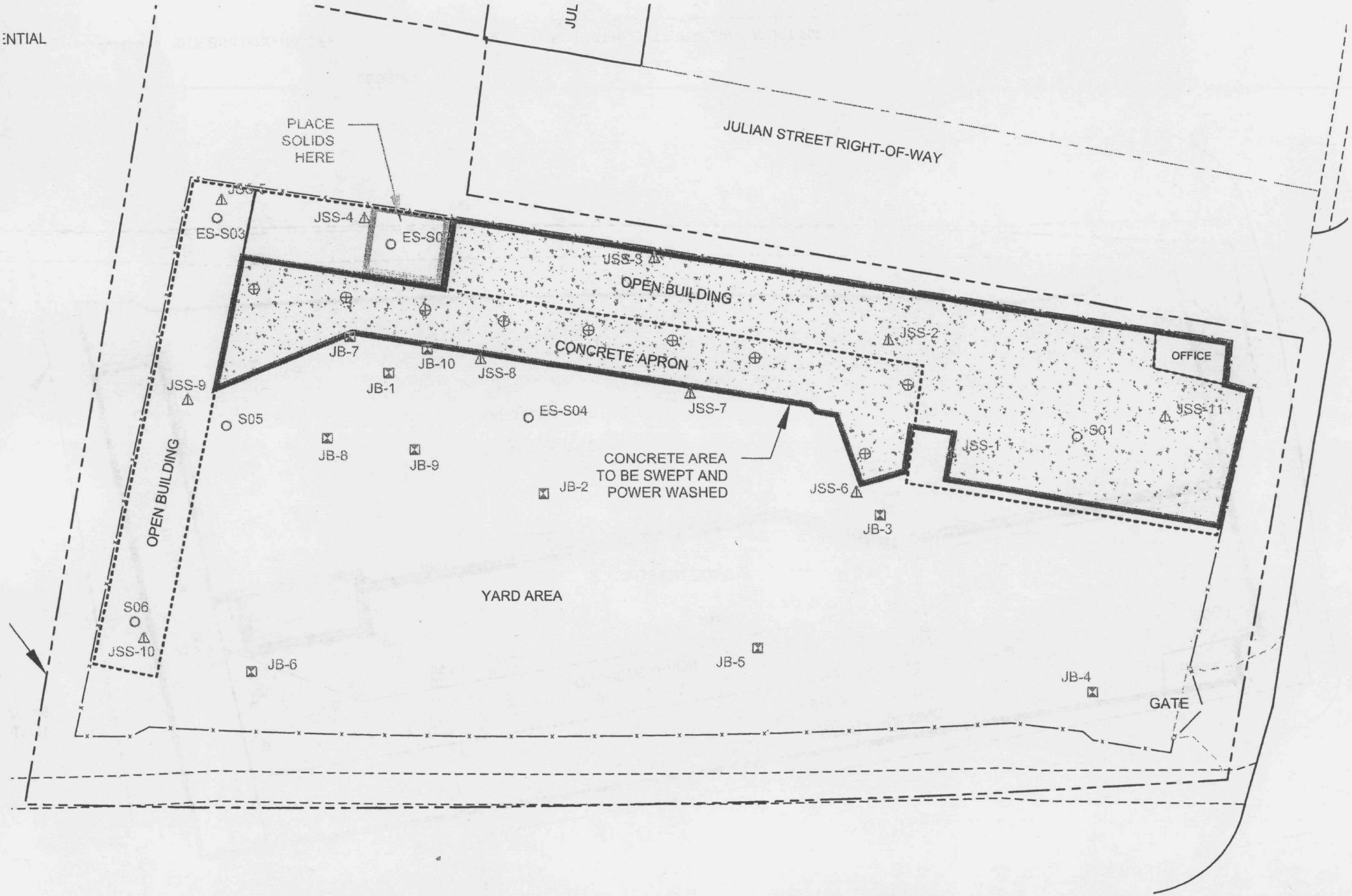


LEGEND

SITE BUILDING (ROOF)

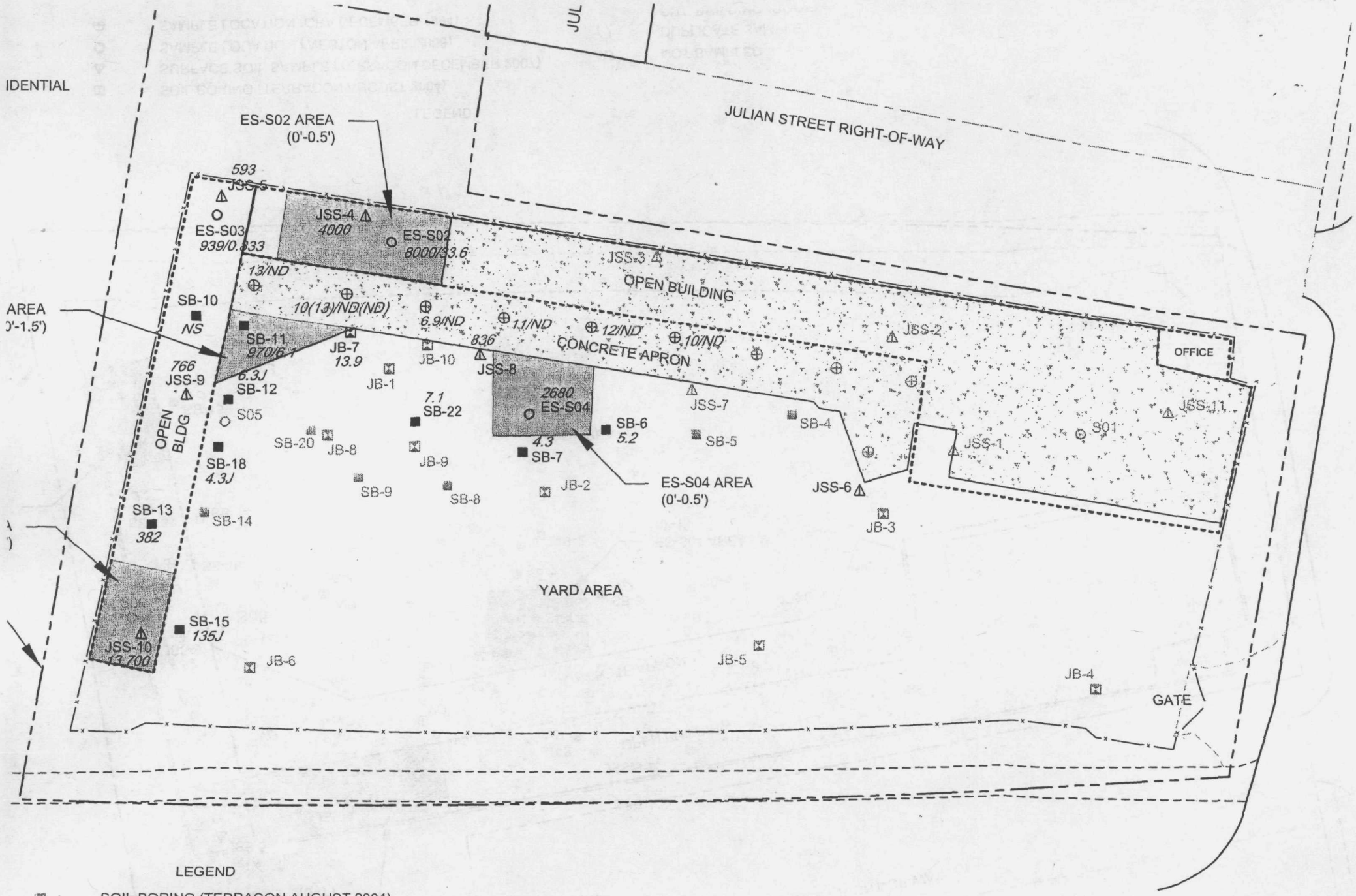
SOIL BORING (TERRACON AUGUST 2004)

ENTIAL



LEGEND

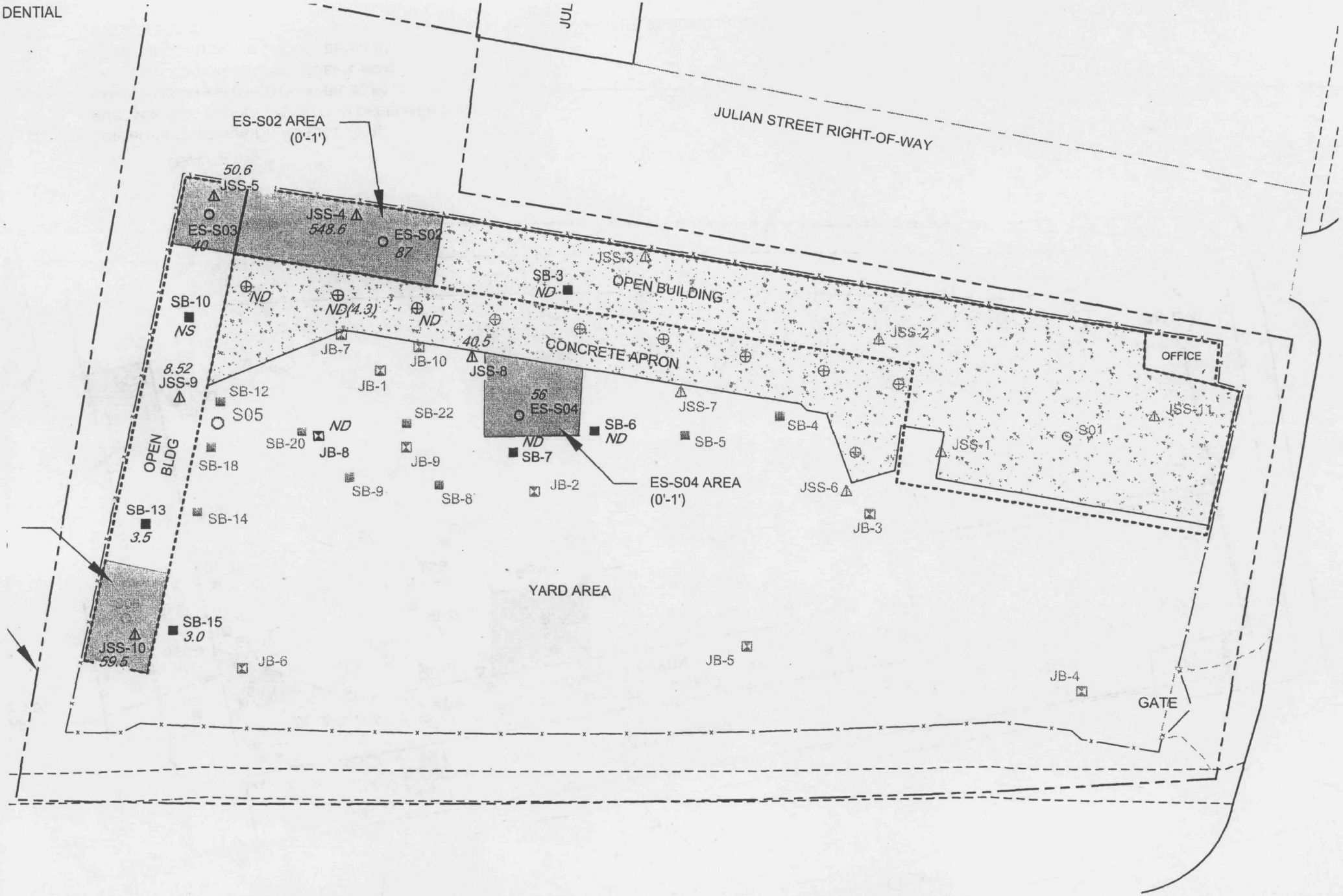
⊠ SOIL BORING (TERRACON AUGUST 2004)



LEGEND

- SOIL BORING (TERRACON AUGUST 2004)
- SURFACE SOIL SAMPLE (TERRACON DECEMBER 2007)
- SAMPLE LOCATION (WESTON APRIL 2008)
- SAMPLE LOCATION (CRA DECEMBER 1994)
- SAMPLE LOCATION (CRA NOVEMBER 2008)
- *ND* NOT DETECTED
- ---------- SITE BUILDING (ROOF)

DENTIAL



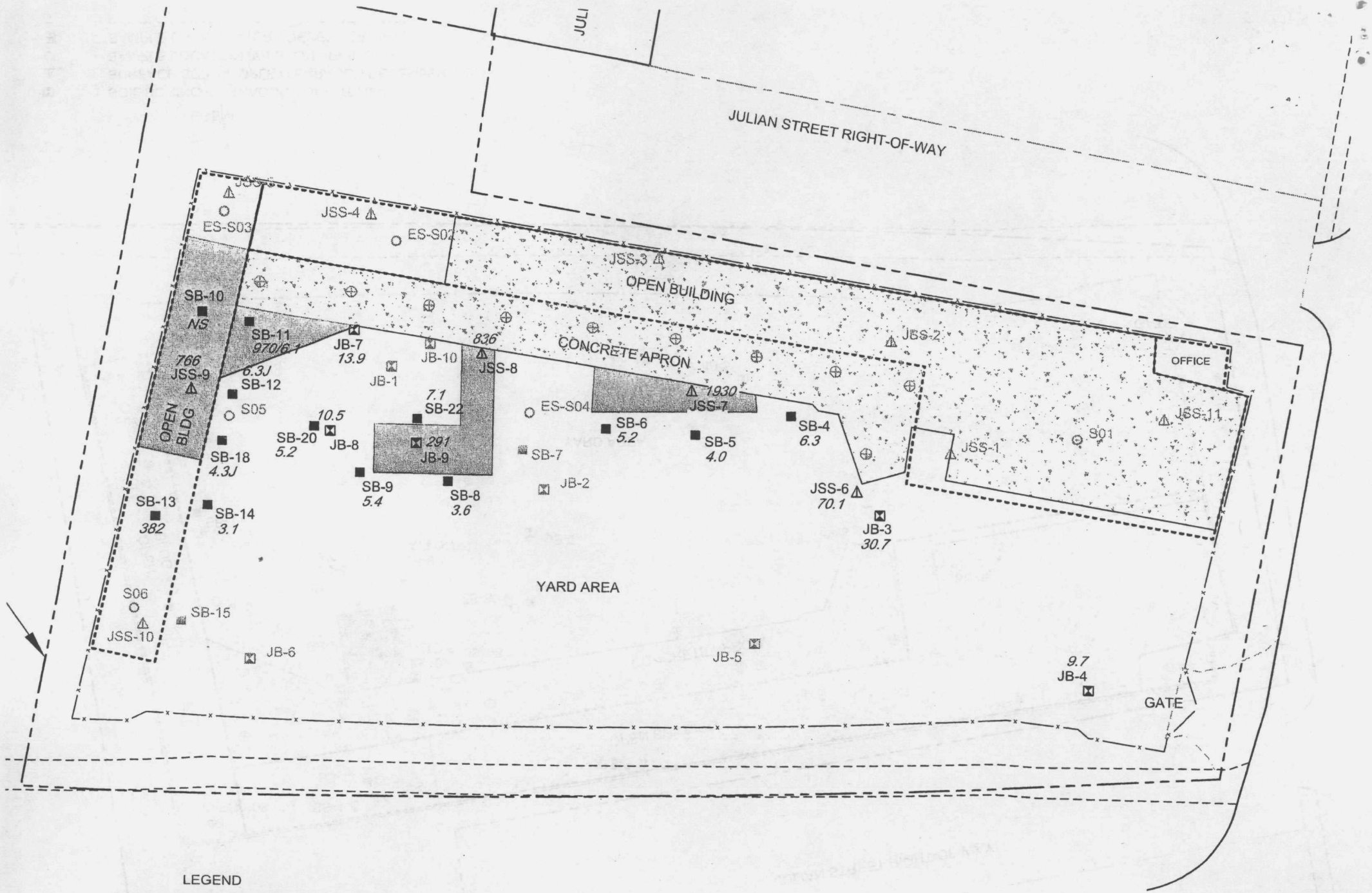
LEGEND

- SOIL BORING (TERRACON AUGUST 2004)
- SURFACE SOIL SAMPLE (TERRACON DECEMBER 2007)
- SAMPLE LOCATION (WESTON APRIL 2008)
- SAMPLE LOCATION (CRA DECEMBER 1994)

NS NOT SAMPLED

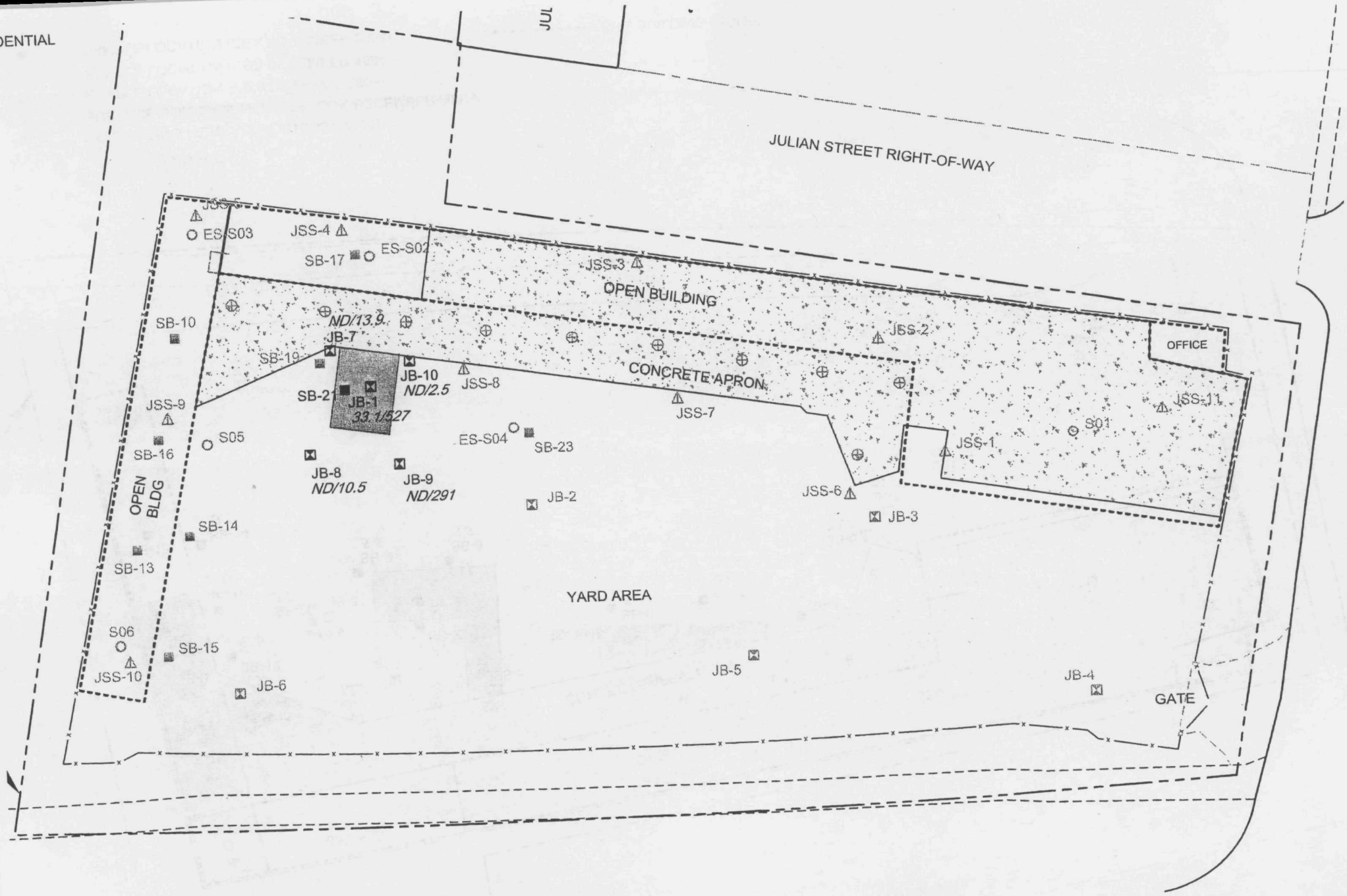
() DUPLICATE SAMPLE

SITE BUILDING (ROOF)



LEGEND

- SOIL BORING (TERRACON AUGUST 2004)
- SURFACE SOIL SAMPLE (TERRACON DECEMBER 2007)
- SAMPLE LOCATION (WESTON APRIL 2008)
- SAMPLE LOCATION (CRA DECEMBER 1994)
- SAMPLE LOCATION (CRA NOVEMBER 2008)
- SITE BUILDING (ROOF)



LEGEND

- SOIL BORING (TERRACON AUGUST 2004)
- SURFACE SOIL SAMPLE (TERRACON DECEMBER 2007)
- SAMPLE LOCATION (WESTON APRIL 2008)
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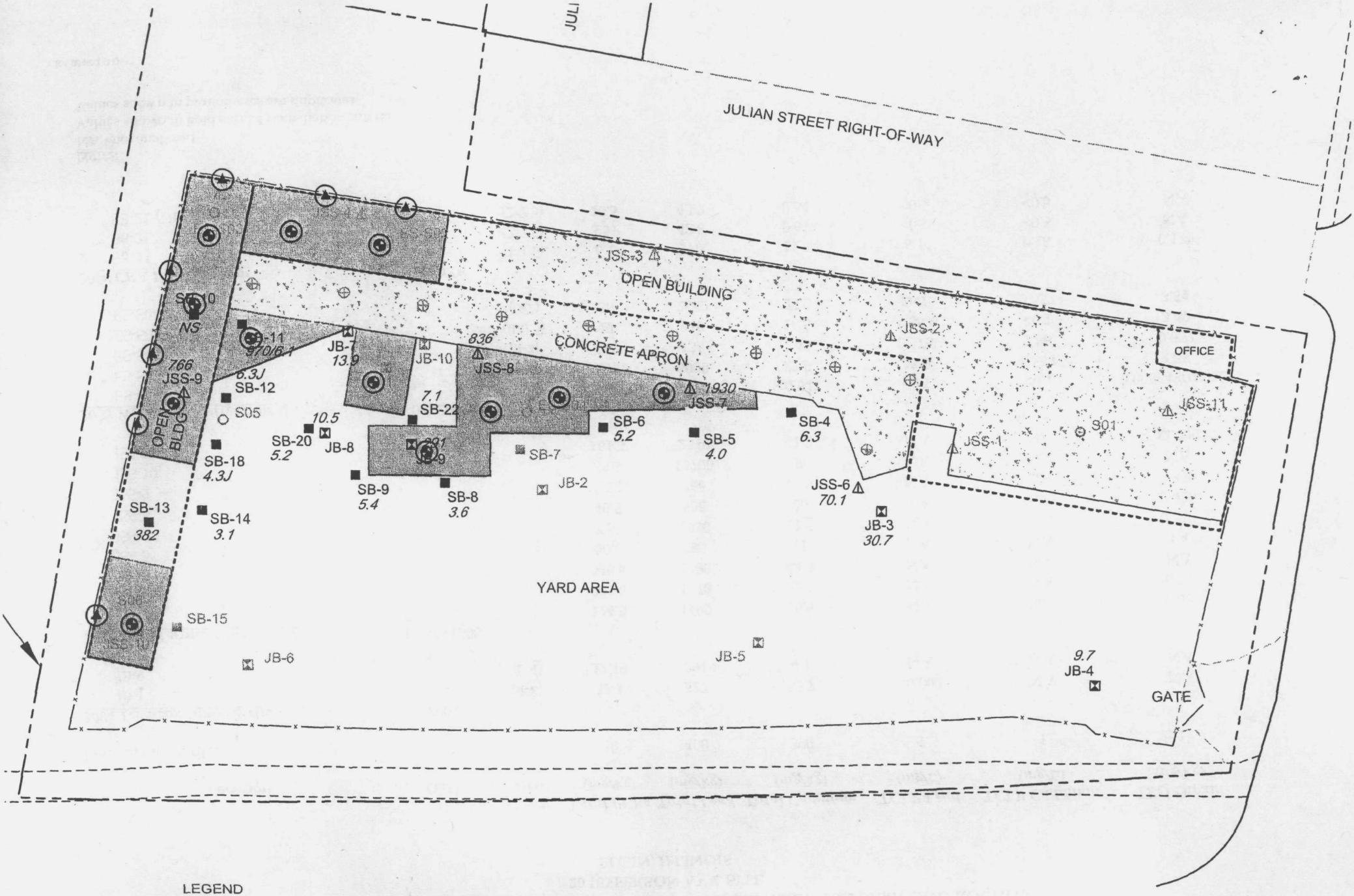
JULI
JULIAN STREET RIGHT-OF-WAY
JSS-3
OPEN BUILDING
CONCRETE APRON
JSS-2
OFFICE
JSS-11
S01
JSS-1
JSS-7
1930
836
JSS-8
JB-10
7.1
SB-22
JB-7
13.9
SB-11
970/6.1
NS
766
JSS-9
6.3J
SB-12
S05
OPEN BLDG
10.5
SB-20
5.2
JB-8
SB-18
4.3J
SB-9
5.4
SB-8
3.6
SB-7
JB-2
SB-6
5.2
SB-5
4.0
SB-4
6.3
JSS-6
70.1
JB-3
30.7
SB-13
382
SB-14
3.1
YARD AREA
SB-15
JB-6
JB-5
9.7
JB-4
GATE
LEGEND
SOIL BORING (TERRACON AUGUST 2004)
SURFACE SOIL SAMPLE (TERRACON DECEMBER 2007)
SAMPLE LOCATION (WESTON APRIL 2008)
SAMPLE LOCATION (CRA DECEMBER 1994)
SAMPLE LOCATION (CRA NOVEMBER 2008)
SIDEWALL CONFIRMATORY SAMPLING LOCATIONS
BOTTOM CONFIRMATORY SAMPLING LOCATIONS
SITE BUILDING (ROOF)

TABLE 3.1

SUMMARY OF SAMPLES EXCEEDING REMEDIATION CRITERIA - ALL SAMPLING ROUNDS
20 JEFFERSON AVE. SITE
ELGIN, ILLINOIS

Location	*Date*	*Depth (ft)*	*Total PCBs (mg/kg)*	*Total Lead (mg/kg)*	*Total Cadmium (mg/kg)*	*TCLP Lead (mg/L)*	*TCLP Cadmium (mg/L)*	*TEQ Dioxin (ug/kg)*
Remediation Criteria			10	400	390	5	1	1
2004 Terracon Investigation	2004							
JB-1		(4-8)	**33.1**	**527**	55.7	<0.002	NA	NA
JB-9		(0-4)	**12.19**	291	4.1	NA	NA	NA
2007-2008 Terracon Investigation	11/07-1/08							
JSS-1			**124.9**	**1100**	25.5	NA	NA	0.66
JSS-3			**203.6**	**1870**	26.1	NA	NA	0.72
JSS-4			**548.6**	**4000**	44.3	NA	NA	NA
JSS-5			**50.6**	**593**	11	NA	NA	**1.4**
JSS-7			7.83	**1930**	11.5	NA	NA	0.110
JSS-8			**40.5**	**836**	26	NA	NA	0.420
JSS-9			8.52	**766**	11.9	NA	NA	0.390
JSS-10			**59.5**	**13700**	56	NA	NA	NA
JSS-11			**161.3**	**2240**	41.2	NA	NA	**12.000**
2008 Weston Investigation	04/2008							
ES-S01		(0-4)	0.8	30.1	<0.541	<0.1	<0.1	0.00664 (0.0042)
ES-S02		(0-0.5)	**87**	**8000**	23.9	**33.6**	0.594	**1.59**
ES-S02		(0-2)	7.52	136	2.45	0.176	**7.06**	0.052
ES-S03		(0-0.5)	**40**	**939**	16.5	0.833	<0.1	**3.49**
ES-S04		(0-2)	**56**	**2680**	25.2	**26.1**	0.357	**3.54**
2008 CRA Investigation	11/2008							
SB-11		(1-1.5)	6.1	**970**	14.6	**6.1**	0.18	0.11J
SB-21		(2-2.5)	3.51	42.8	0.61	<0.1	<0.5	NA
SB-21 (Duplicate)		(2-2.5)	**10.5**	43.9	0.54	<0.1	<0.5	NA

Notes:
NA - not analyzed
Values shown in bold exceed remediation criteria
Values shown in parentheses are duplicates