UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 7

IN THE MATTER OF:

Hayford Bridge Road Groundwater Site

Ameren Missouri
Respondent

SETTLEMENT AGREEMENT AND ADMINISTRATIVE ORDER ON CONSENT FOR GROUNDWATER CONTAINMENT SYSTEM AND INTEGRATED SITE EVALUATION

U.S. EPA Region 7
CERCLA -07-2012-0026

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

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Administrative Order on Consent ("Settlement Agreement ") is entered into voluntarily by the United States Environmental Protection Agency ("EPA"), the Missouri Department of Natural Resources ("MDNR"), and Ameren Missouri ("Respondent"). The Settlement Agreement concerns the performance of an integrated site evaluation ("ISE") and operation of a groundwater containment system ("GCS") on property located on Huster Road in St. Charles, Missouri where Respondent owns and operates an electrical power distribution substation. The substation is north-northeast and downgradient of the source area of the Hayford Bridge Road Groundwater Superfund Site ("Site"). This Settlement Agreement also concerns the reimbursement for future response costs incurred by EPA and MDNR in connection with the ISE and the GCS.

2. a. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606, 9607 and 9622 ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (Jan. 29, 1987), and further delegated to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D. This authority was further redelegated by the Regional Administrator of EPA Region 7 to the Division Director, Superfund Division by R7-14–14-C and R7-14-014-D.

b. MDNR enters into this Settlement Agreement pursuant to Section 260.530 RSMo. By MDNR's entering into this Settlement Agreement, the EPA shall be deemed to have notified the State of Missouri of this action, including any required notice under Section 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2).

3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA previously notified the United States Department of Interior in 2005 of negotiations with potentially responsible parties at the Hayford Bridge Road Groundwater Superfund Site regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship.

4. EPA, MDNR and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not

admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of fact, conclusions of law and determinations in Sections V and VI of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Agreement and further agrees that it 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 EPA, MDNR and upon Respondent and Respondent's successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Settlement Agreement.

6. Respondent is liable for carrying out all activities required by this Settlement Agreement.

7. Respondent shall ensure that its contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondent shall be responsible for any noncompliance with this Settlement Agreement.

8. Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind itself to this Settlement Agreement.

III. STATEMENT OF PURPOSE

9. In entering into this Settlement Agreement, the objectives of EPA, MDNR and Respondent are: (a) to perform soil and groundwater sampling at the Ameren Electric Substation property ("Property") to determine to what extent the Property is a source of contamination to an existing groundwater plume that has been partially characterized (Operable Unit 3 of the Hayford Bridge Road Groundwater Site); (b) to contain and treat contaminated groundwater migrating off the Property; (c) to evaluate potential future response actions; and (d) to recover oversight costs incurred by EPA and MDNR with respect to this Settlement Agreement.

10. The Work conducted under this Settlement Agreement is subject to approval by EPA and MDNR. Respondent shall conduct all Work under this Settlement Agreement in compliance with CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and all applicable EPA guidances, policies, and procedures.

IV. DEFINITIONS

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

a. "Action Memorandum" shall mean the Action Memorandum signed on June 25, 2012, by the Director, Superfund Division, EPA Region VII, all attachments thereto, and any subsequent amendments. The "Action Memorandum" is part of the Administrative Record for the Removal Action at the Hayford Bridge Road Groundwater Superfund Site.

b. "Ameren Electric Substation property" or (" Property") shall mean the real property where the Ameren Missouri substation is located on Huster Road in St. Charles County, Missouri, approximately 3000 feet north of Elm Road and 3000 feet northeast of Governor Drive, as depicted in Appendix A, Map.

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

d. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "Effective Date" shall be thirty days after the date EPA signs this Agreement, as provided in Section XXIX.

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

g. "Findett" shall mean Findett Company and Findett Corporation, predecessors in interest to Findett Real Estate Corporation.

h. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and MDNR incur 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, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, Agency for Toxic Substances and Disease Registry ("ATSDR") costs, the costs incurred pursuant to Paragraph 53 (costs and attorneys' fees and any monies paid to secure access, including the amount of just compensation) and Paragraph 39 (emergency response). Future Response Costs shall also include all Interim Response Costs.

i. "Groundwater Containment System" or "GCS" shall mean the containment system designed to capture and treat contaminated groundwater at and near the Property and prevent contaminated groundwater from leaving the Property, as set forth in the Statement of Work.

j. "Hayford Bridge Road Groundwater Superfund Site" (also known as "Findett Corp. Site") or "Site" shall mean the Superfund site located in the City of St. Charles, St. Charles County, Missouri and depicted generally as OU 01 and OU 03 on the map attached as Appendix A, and includes contaminated soils at the 8 Governor Drive property and contaminated groundwater emanating from that property north into the Elm Point Wellfield.

k. "Integrated Site Evaluation " or "ISE" shall mean the environmental investigation of the Property including the sampling of surface soils, subsurface soil borings, and groundwater to determine the nature and extent of contamination and to evaluate the need for response actions, as set forth in the Statement of Work.

l. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually, 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.

m. "Interim Response Costs" shall mean all costs, including direct and indirect costs, (a) paid by the United States in connection with the Huster Substation property between April 11, 2012 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

n. "MDNR" shall mean the Missouri Department of Natural Resources and any successor departments or agencies of the State.

o. "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.

p. "Northern Plume" shall mean the groundwater plume that has been identified along Huster Road north of the Ameren Missouri substation property, located in the City of St. Charles, St. Charles County, Missouri and depicted generally on the map attached as Appendix A.

q. "Operable Unit 1" or "OU 01" shall mean the soils and shallow groundwater contaminated with polychlorinated biphenyls and volatile organic compounds which were released into the environment at the former Findett facility located at 8 Governor Drive, St. Charles, Missouri and which is generally depicted on the Map, Appendix A.

r. "Operable Unit 3" or "OU 03" shall mean the groundwater plume emanating from the Hayford Bridge Road Groundwater Superfund Site, underlying property that is downgradient of the former Findett facility at 8 Governor Drive, in St. Charles, Missouri and is contaminated with VOCs emanating from OU 1. OU 3 is partially depicted on the Map, Appendix A.

s. "OU 3 Group" shall mean ACF Industries LLC, The Goodyear Tire & Rubber Co., Mallinckrodt LLC f/k/a Mallinckrodt Inc., Pharmacia Corporation and Findett Real Estate Corporation.

t. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

u. "Parties" shall mean EPA, MDNR, and Respondent.

v. "Property" shall mean the Ameren Missouri substation property located along Huster Road in St. Charles, Missouri and depicted on on the Map, Appendix A.

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

x. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

y. "Settlement Agreement" or "Order" shall mean this Administrative Settlement Agreement and Order on Consent, the Statement of Work, all appendices attached hereto (listed in Section XXVIII) and all documents incorporated by reference into this Settlement Agreement, including, without limitation, EPA-approved submissions. EPA-approved submissions are incorporated into and become a part of the Settlement Agreement upon approval by EPA. In the event of conflict between this Settlement Agreement and any appendix or other incorporated documents, this Settlement Agreement shall control.

z. "State" shall mean the State of Missouri and its instrumentalities, agencies, and commissions, including the Missouri Department of Natural Resources and the Missouri Hazardous Waste Management Commission.

aa. "Statement of Work" or "SOW" shall mean the directives and activities listed in Appendix B, attached hereto.

bb. "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); and (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

cc. "Work" shall mean all activities Respondent is required to perform under this Settlement Agreement, except those required by Section XIV (Retention of Records).

V. FINDINGS OF FACT

12. In 1979 and the early 1980s, EPA conducted investigations at the Findett facility at 8 Governor Drive in St. Charles, Missouri. Sampling of a quench pond where Findett had discharged wastes from its manufacturing operation indicated the presence of polychlorinated biphenyls ("PCBs"). Further sampling of soils and groundwater by EPA indicated the presence of PCBs and volatile organic compounds ("VOCs") including, benzene, 2-butanone, chlorobenzene, chloroethane, 1,1-dichlorothane, 1,1-dichloreoethene, cis-1,2-dichloroethylene (cis-1,2-DCE), 1,1,2,2-perchloroethane, perchloroethylene ("PCE"), 1,1,2-trichloroethane, trichloroethylene ("TCE"), toluene, vinyl chloride and xylene. EPA identified the contaminated soils and groundwater associated with the Findett property as the Hayford Bridge Road Groundwater Site.

13. EPA continued its investigations into the extent of Site contamination, and found that the groundwater plume was migrating towards the Elm Point Wellfield which serves as the source of drinking water for the City of St. Charles. EPA identified the off-site plume as OU 3.

14. EPA identified over 24 potentially responsible parties ("PRPs") at the Site and entered into several settlements with them to recover past investigative costs and to perform work. In 2005, the OU 3 Group signed an administrative order on consent which required them to perform a remedial investigation/feasibility study that partially characterized the plume. In 2007, the OU 3 Group and other PRPs signed a Consent Decree which requires them to monitor the groundwater emanating from the Site for benzene, vinyl chloride, cis-1,2-DCE, and chloroethane. In 2012, members of the OU 3 Group signed a Settlement Agreement and Administrative Order on Consent which requires them to implement emergency response actions in the Elm Point Wellfield.

15. Respondent is the owner and operator of the Ameren Missouri substation property located approximately 3000 feet northeast of the source area of the Site, as depicted in Appendix A. The Property is within the Elm Point Wellfield, near City Well 4, which has been shut down due to mechanical problems, near City Well 5, which has been shut down due to contamination, and near City Wells 6, 7 and the radial well, which are threatened with contamination.

16. During operation of the substation, Respondent used PCBs and solvents which contained, among other things, PCE and mineral spirits.

17. Between October and December 2011, the OU 3 Group collected groundwater samples using direct push technology in 84 locations in the Elm Point Wellfield including four samples on and near the Property. Results of these samples indicated the presence of cis-1,2-DCE and vinyl chloride in the northwest corner of the Property and downgradient of the Property in an area identified as the Northern Plume.

18. In April 2012, Respondent conducted preliminary soil sampling voluntarily on the Property. Analytical results indicated the presence of vinyl chloride, cis-1,2 DCE, trans 1,2-dichloroethene ("1,2 DCE"), 1,1 DCE, TCE and PCE in surface soils and soil borings as well as other petroleum-related products. Specifically, Respondent reported surface soil and soil boring concentrations of PCE as high as 2000 parts per billion ("ppb") at the surface, cis-1,2 DCE concentrations as high as 1080 ppb at 15 feet below ground surface and numerous widespread detections of a variety of VOCs across the Property. Results from these two surface soil and soil

boring locations indicate contamination from VOCs above the State of Missouri Department of Natural Resources Risk Based Corrective Action ("MRBCA") trigger levels for soil contaminants affecting drinking water supplies.

19. Based on the findings cited in Paragraphs 13, 17 and 18 above, EPA determined that a Removal Action was necessary to prevent further migration of the groundwater contamination in order to protect the City of St. Charles' public water supply system. On June 25, 2012, EPA issued an Action Memorandum, which identified the threat posed to the Elm Point Wellfield by releases from OU 1 and from the Ameren property and the need for environmental response actions.

20. Cis-1,2 DCE and vinyl chloride often are found in contaminated aquifers in which PCE and/or TCE have been released and undergo reductive dechlorination. Exposure to cis-1,2-DCE at high doses may result in kidney or liver toxicity in humans. Vinyl chloride is a known human carcinogen that may cause a rare cancer of the liver. TCE is associated with nervous system effects, liver and lung damage, abnormal heartbeat, coma, and possibly death. PCE is associated with irritation of the upper respiratory tract and eyes, kidney dysfunction, and other neurological effects, such as reversible mood and behavioral changes, impairment of coordination, dizziness, headache, sleepiness, and unconsciousness.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, EPA has determined that:

21. The Property is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

22. Cis-1,2-DCE and vinyl chloride which have been detected in the groundwater used as public drinking water at and near the Property are each a "hazardous substance" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

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

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

25. Respondent is a potentially responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) as the "owner(s)" and/or "operator(s)" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

26. The actions required by this Order are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

27. EPA has determined that Respondent is qualified to conduct the ISE within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondent complies with the terms of this Settlement Agreement.

VII. SETTLEMENT AGREEMENT AND ORDER

28. Based upon the foregoing Findings of Fact and Conclusions of Law and Determinations, it is hereby Agreed that Respondent 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.

VIII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

29. Selection of Contractors, Personnel. All Work performed under this Settlement Agreement shall be under the direction and supervision of qualified personnel. Within 30 days of the Effective Date of this Settlement Agreement, and before the Work outlined below begins, Respondent shall notify EPA and MDNR in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, Respondent shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995, or most recent version), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001 or subsequently issued

guidance) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondent shall be subject to review by EPA and MDNR for verification that such persons meet minimum technical background and experience requirements. This Settlement Agreement is contingent on Respondent's demonstration to EPA's satisfaction that Respondent is qualified to perform properly and promptly the actions set forth in this Settlement Agreement. If EPA, after consultation with MDNR, disapproves in writing of any person's technical qualifications, Respondent shall notify EPA and MDNR of the identity and qualifications of the replacements within 30 days of the written notice. If EPA, after consultation with MDNR, subsequently disapproves of the replacement, EPA reserves the right to terminate this Order and to implement the GCS and ISE and to seek reimbursement for costs and penalties from Respondent. During the course of the GCS or ISE, Respondent shall notify EPA and MDNR in writing of any changes or additions in the personnel used to carry out such Work, providing their names, titles, and qualifications. EPA shall have the same right to disapprove changes and additions to personnel as it has hereunder regarding the initial notification.

30. Within five (5) days after the Effective Date, Respondent shall designate a Project Coordinator ("PC") who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement and shall submit to EPA and MDNR the designated PC's name, address, telephone number, and qualifications. To the greatest extent possible, the PC shall be present on the Property or readily available during the Work. EPA, after consultation with MDNR, retains the right to disapprove of the designated PC. If EPA, after consultation with MDNR, disapproves of the designated PC, Respondent shall retain a different PC and shall notify EPA and MDNR of that person's name, address, telephone number and qualifications within ten (10) days following EPA's disapproval. Respondent shall have the right to change its PC, subject to EPA's right to disapprove. Respondent shall notify EPA and MDNR five (5) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notification. Receipt by Respondent's PC of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondent.

31. EPA has designated Mr. Craig Smith of the Superfund Division, Region 7, as its PC. MDNR has designated Ms. Candice McGhee as its PC. Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to EPA and MDNR by electronic mail at: smith.craig@epa.gov and candice.mcghee@dnr.mo.gov and by regular mail as follows:

Craig Smith, P.E.
U.S. Environmental Protection Agency - Region 7
Superfund Division
11201 Renner Blvd.
Lenexa, KS 66219

Ms. Candice McGhee
Missouri Department of Natural Resources
Hazardous Waste Program
P.O. Box 176
Jefferson City, MO 65102

32. EPA's PC shall have the authority lawfully vested to remedial project managers and on-scene coordinators by the NCP. In addition, EPA's PC shall have the authority, consistent with the NCP, to halt any Work required by this Settlement Agreement and to take any necessary response action when he determines that conditions at the Property may present an immediate endangerment to public health or welfare or the environment. The absence of the PC from the area under study pursuant to this Settlement Agreement shall not be cause for the stoppage or delay of Work.

33. EPA may arrange for a qualified person to assist in its oversight and review of the conduct of the GCS and ISE, as required by Section 104(a) of CERCLA, 42 U.S.C. § 9604(a). Such person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the SOW.

IX. WORK TO BE PERFORMED

34. Respondent shall perform tasks to implement a GCS and ISE in accordance with the provisions of this Settlement Agreement, the SOW, CERCLA, the NCP and EPA guidance. The GCS shall include the operation of containment wells to prevent groundwater contamination from leaving the Property. The ISE shall include collecting soil and groundwater samples on and near the Property to determine the presence of VOCs, including, but not limited to, TCE, PCE, cis-1,2-DCE, trans 1,2 DCE, 1,1 DCE and vinyl chloride.

35. Activities and Deliverables. Respondent shall conduct activities and submit plans, reports or other deliverables as provided by the attached SOW, which is incorporated by reference, for the development of the GCS and ISE. All such Work shall be conducted in accordance with the provisions of this Settlement Agreement, the SOW, CERCLA, the NCP and EPA guidance.

The tasks that Respondent must perform are described more fully in the SOW. The activities, plans, reports and other deliverables identified in the SOW shall be developed as provided in the SOW and shall be submitted to EPA and MDNR. All Work performed under this Settlement Agreement shall be in accordance with the schedules herein or established in the SOW, and in full accordance with the standards, specifications, and other requirements of the SOW as may be amended or modified consistent with Paragraph 36 herein. In accordance with the schedules established in this Settlement Agreement or in the SOW, Respondent shall submit electronic copies of all plans, reports or other submissions required by this Settlement Agreement, the SOW, or any approved work plan to EPA and MDNR. Respondent shall provide two printed copies of longer documents to EPA and one printed copy of longer documents to MDNR.

a. GCS and ISE Work Plans. Within 30 days of the Effective Date, Respondent shall submit a GCS Work Plan to EPA and MDNR. Within 45 days of the Effective Date, Respondent shall submit an ISE Work Plan to EPA and MDNR. Upon approval of each Work Plan by EPA and MDNR pursuant to Section X (EPA Approval of Plans and Other Submissions), the GCS and ISE Work Plans shall be incorporated into and become enforceable under this Settlement Agreement.

b. Health and Safety Plan and Quality Assurance Project Plan ("QAPP") for GCS. Respondent shall submit a Health and Safety Plan and QAPP for the GCS with the Detailed GCS Design Package, in accordance with the schedule in the approved GCS Work Plan. The GCS Health and Safety Plan is intended to ensure the protection of on-site workers and the public during performance of on-site Work under this Settlement Agreement and shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992 or subsequently issued guidance). In addition, the Health and Safety Plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. Respondent shall incorporate all changes to the plan recommended by EPA and MDNR and shall implement the plan during the pendency of the GCS.

c. Health and Safety Plan and QAPP for the ISE. Within 45 days after the Effective Date, Respondent shall submit to EPA and MDNR an ISE Health and Safety Plan and an ISE QAPP. The ISE Health and Safety Plan shall be consistent with the intent, guidance, and regulations referenced in Paragraph 35b above. Respondent shall incorporate all changes to the plan recommended by EPA and MDNR and shall implement the plan during the pendency of the ISE. Upon approval of the QAPP by EPA and MDNR pursuant to Section X (EPA Approval of

Plans and Other Submissions), the ISE QAPP shall be incorporated into and become enforceable under this Settlement Agreement.

d. Implementation of GCS and ISE. Respondent shall implement the GCS in accordance with the schedule in the approved GCS Work Plan. Within 30 days of approval by EPA and MDNR of the ISE Work Plan, Respondent shall implement the ISE in accordance with the schedule in the approved ISE Work Plan.

36. Modification of the SOW.

a. If, at any time during the implementation of the GCS or the ISE, Respondent identifies a need for additional data, Respondent shall submit a memorandum documenting the need for additional data to EPA and MDNR within 5 days of identification. EPA, after consultation with MDNR, will determine whether the additional data will be collected by Respondent and whether it will be incorporated into plans, reports and other deliverables.

b. In the event of unanticipated or changed circumstances at the Property, Respondent shall notify EPA and MDNR by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In the event that EPA, after consultation with MDNR, determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the SOW, EPA shall modify or amend the SOW in writing accordingly. Respondent shall perform the SOW as modified or amended.

c. EPA, in consultation with MDNR, may determine that in addition to tasks defined in the initially approved SOW, other additional Work may be necessary to accomplish the objectives of the GCS or ISE. Respondent agrees to perform these response actions in addition to those required by the initially approved SOW, including any approved modifications, if EPA, after consultation with MDNR, determines that such actions are necessary for further containment of groundwater leaving the Property or for a complete ISE, but only to the extent that Respondent determines is reasonably practical in light of the unique logistical and safety constraints inherent in continued operation of energized equipment within the electrical substation site, which is a critical component in providing electricity within Respondent's transmission and distribution network. In the event such considerations arise, Respondent will propose and will be allowed to implement substantially equivalent work that takes into account site-specific factors.

d. Respondent shall confirm its willingness to perform the additional Work in writing to EPA and MDNR within 7 days of receipt of the request. If Respondent objects to any

modification determined by EPA to be necessary pursuant to this Paragraph, Respondent may seek dispute resolution pursuant to Section XV (Dispute Resolution). The SOW shall be modified in accordance with the final resolution of the dispute.

e. Respondent shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA and MDNR in a written modification to the SOW. EPA reserves the right to seek reimbursement from Respondent and/or to seek any other appropriate relief.

f. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions at the Site.

37. ISE Report

Within 90 days after completion of the ISE, Respondent shall submit to EPA and MDNR for review and approval, an ISE Report, consistent with Section IV. B. 5 of the SOW, which presents the results of all sampling and analyses performed, and provides accompanying appendices containing all relevant documentation (*e.g.*, manifests, invoices, bills, contracts, and permits). The ISE 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."

38. Off-Site Shipment of Waste Material. Respondent shall, prior to any off-site shipment of Waste Material from the Property 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 EPA and MDNR. 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.

a. Respondent 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. Respondent 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.

b. Respondent shall provide the information required by Subparagraph 38.a and 38.c. soon as practicable after the award of the contract and before the Waste Material is actually shipped.

c. Before shipping any hazardous substances, pollutants, or contaminants from the Property to an off-site location, Respondent shall obtain 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. Respondent shall only send hazardous substances, pollutants, or contaminants from the Property to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

39. Emergency Response and Notification of Releases.

a. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the applicable Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the EPA PC at (913) 551-7683, or, in the event of his unavailability, the Region 7 Emergency Response 24-hour line at (913) 281-0991 and the National Response Center at (800) 424-8802. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Payment of Response Costs).

b. In addition, in the event of any release of a hazardous substance from the Property, Respondent shall immediately notify the EPA PC at (913) 551-7683, or Regional Duty Officer at (913) 281-0991, the National Response Center at (800) 424-8802, and the Missouri Emergency Response 24-hour Spill Line at (573) 634-2436. Respondent shall submit a written

report to EPA and MDNR within 7 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*.

X. EPA/MDNR APPROVAL OF PLANS AND OTHER SUBMISSIONS

40. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Settlement Agreement, in a notice to Respondent, EPA and MDNR shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondent modify the submission; or (e) any combination of the above. However, EPA and MDNR shall not modify a submission without first providing Respondent at least one notice of deficiency and an opportunity to cure within seven (7) days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

41. In the event of approval, approval upon conditions, or modification by EPA and MDNR, pursuant to Subparagraph 40(a), (b), (c) or (e), Respondent shall proceed to take any action required by the plan, report or other deliverable, as approved or modified by EPA and MDNR, subject only to its right to invoke the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) with respect to the modifications or conditions made by EPA and MDNR. Following EPA and MDNR approval or modification of a submission or portion thereof, Respondent shall not thereafter alter or amend such submission or portion thereof unless directed by EPA and MDNR. In the event that EPA and MDNR modify the submission to cure the deficiencies pursuant to Subparagraph 40(c) and the submission had a material defect, EPA retains the right to seek stipulated penalties, as provided in Section XVI (Stipulated Penalties).

42. <u>Resubmission</u>.

a. Upon receipt of a notice of disapproval, Respondent shall, within seven (7) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit to EPA and MDNR the plan, report, or other deliverable for approval by EPA and MDNR. Any stipulated penalties applicable to the submission, as provided in Section XVI, shall accrue during

the 7-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 41 and 44.

b. Notwithstanding the receipt of a notice of disapproval, Respondent shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by EPA and MDNR. Implementation of any non-deficient portion of a submission shall not relieve Respondent of any liability for stipulated penalties under Section XVI (Stipulated Penalties).

c. Respondent shall not proceed further with any subsequent activities or tasks until receiving EPA and MDNR approval, approval on condition or modification of the GCS or ISE Work Plans. While awaiting approval, approval on condition or modification of the GCS or ISE Work Plans, Respondent shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth under this Settlement Agreement.

d. For all remaining deliverables not listed above in subparagraph 42.c., Respondent shall proceed with all subsequent tasks, activities and deliverables without awaiting approval on the submitted deliverable. EPA reserves the right to stop Respondent from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the operation of the GCS or ISE.

43. If EPA and MDNR disapprove a resubmitted plan, report or other deliverable, or portion thereof, EPA and MDNR may again direct Respondent to correct the deficiencies. EPA and MDNR shall also retain the right to modify or develop the plan, report or other deliverable. Respondent shall implement any such plan, report, or deliverable as corrected, modified or developed by EPA and MDNR, subject only to Respondent's right to invoke the procedures set forth in Section XV (Dispute Resolution).

44. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by EPA and MDNR due to a material defect, Respondent shall be deemed to have failed to submit such plan, report, or other deliverable timely and adequately unless Respondent invokes the dispute resolution procedures in accordance with Section XV (Dispute Resolution) and EPA's action is revoked or substantially modified pursuant to a Dispute Resolution decision issued by EPA or superceded by an agreement reached pursuant to that Section. The provisions of Section XV (Dispute Resolution) and Section XVI (Stipulated Penalties) shall govern the implementation

of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is not otherwise revoked, substantially modified or superceded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section XV, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XVI.

45. In the event that EPA takes over some of the tasks, but not the preparation of the ISE Report, Respondent shall incorporate and integrate information supplied by EPA into the ISE Report.

46. All plans, reports, and other deliverables submitted to EPA and MDNR under this Settlement Agreement shall, upon approval or modification by EPA and MDNR, be incorporated into and enforceable under this Settlement Agreement. In the event EPA and MDNR approve or modify a portion of a plan, report, or other deliverable submitted under this Settlement Agreement, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement.

47. Neither failure of EPA nor MDNR to expressly approve or disapprove of Respondent's submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondent's deliverables, Respondent is responsible for preparing deliverables acceptable to EPA and MDNR.

XI. QUALITY ASSURANCE, SAMPLING, AND ACCESS TO INFORMATION

48. Quality Assurance. Respondent shall assure that Work performed, samples taken and analyses conducted conform to the requirements of the SOW, the QAPPs and EPA guidances. Respondent will assure that field personnel used by Respondent are properly trained in the use of field equipment and in chain of custody procedures. Respondent shall only use laboratories which have a documented quality system that complies with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA.

49. Sampling.

a. All results of sampling, tests, modeling or other data (including raw data) generated by Respondent, or on Respondent's behalf, during the period that this Settlement Agreement is effective, shall be submitted to EPA and MDNR in the ISE Report as described in

Paragraph 37 of this Settlement Agreement and Section IV. B. 4. of the SOW. EPA will make available to Respondent validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.

b. Respondent shall orally notify EPA and MDNR at least 21 days prior to conducting significant field events as described in the SOW. Respondent shall allow split or duplicate samples to be taken by EPA or MDNR (and their authorized representatives) of any samples collected in implementing this Settlement Agreement. All split samples of Respondent shall be analyzed by the methods identified in the applicable QAPP.

50. Access to Information.

a. Respondent shall provide to EPA and MDNR, upon request, copies of all documents and information within their possession or control or that of its contractors or agents relating 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. Respondent shall also make available to EPA and MDNR, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

b. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to 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 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 it is submitted to EPA, or if EPA has notified Respondent 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 Respondent. Respondent shall segregate and clearly identify all documents or information submitted under this Settlement Agreement for which Respondent assert business confidentiality claims.

c. Respondent 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 Respondent asserts such a privilege in lieu of providing documents,

Respondent shall provide 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 Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

d. 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.

51. In entering into this Settlement Agreement, Respondent waives any objections to any data gathered, generated, or evaluated by EPA, MDNR or Respondent in the performance or oversight of the Work that has been verified according to the quality assurance/quality control ("QA/QC") procedures required by the Settlement Agreement or any EPA-approved Work Plans. If Respondent objects to any other data relating to the ISE, Respondent shall submit to EPA and MDNR a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days of the submission of ISE Report.

XII. SITE ACCESS AND INSTITUTIONAL CONTROLS

52. If any property where access is needed to implement this Settlement Agreement is owned or controlled by Respondent, Respondent shall, commencing on the Effective Date, provide EPA, MDNR and their representatives, including contractors, with access at all reasonable times to the Property, for the purpose of conducting any activity related to this Settlement Agreement.

53. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access within 45 days after the Effective Date, or as otherwise specified in writing by EPA. Respondent shall immediately notify EPA if, after using its best efforts, it is unable to obtain such access. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing its efforts to obtain access. If Respondent cannot obtain access, EPA may either (i) obtain access for Respondent or assist Respondent in gaining access, to the extent necessary to effectuate the

Penalty Per Violation Per Day	Period of Noncompliance
$ 600	1st through 14th day
$ 800	15th through 30th day
$1,800	31st day and beyond

65. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 83 of Section XXI (Reservations of Rights by EPA and MDNR), Respondent shall be liable for a stipulated penalty in the amount of $350,000.

66. 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 X (EPA/MDNR Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and (2) with respect to a decision by the EPA Superfund Branch Chief designated in Paragraph 61 of Section XV (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Superfund Branch Chief issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

67. Following EPA's determination that Respondent has failed to comply with a requirement of this Settlement Agreement, EPA may give Respondent written notification of the same and describe the noncompliance. EPA may send Respondent a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

68. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondent' s receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures in accordance with Section XV (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to:

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

this Settlement Agreement. Respondent's 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, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the Settlement Agreement reached or with EPA's decision, whichever occurs, and regardless of whether Respondent agrees with the decision.

XVI. STIPULATED PENALTIES

62. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 63 and 64 for failure to comply with any of the requirements of this Order specified below unless excused under Section XVII (Force Majeure). "Compliance" by Respondent shall include completion of the Work under this Settlement Agreement or any activities contemplated under any plan approved under this Settlement Agreement identified below, in accordance with all applicable requirements of law, this Order, the SOW, and any plans or other documents approved by EPA and MDNR pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

63. Stipulated Penalty Amounts - Work.

The following stipulated penalties shall accrue per violation per day for failure to submit adequate Work Plans as required by Paragraph 35, failure to implement the GCS and ISE consistent with Paragraph 34 or 36 of this Order and the SOW, failure to submit a timely or adequate Final Design Package as referenced in Section III. B. of the SOW, and failure to submit a timely or adequate ISE Report consistent with Paragraph 37 and Section IV. B. 5. of the SOW.

Penalty Per Violation Per Day	Period of Noncompliance
$ 1000	1st through 14th day
$ 2000	15th through 30th day
$ 6,000	31st day and beyond

64. Stipulated Penalty Amounts - Other.

The following stipulated penalties shall accrue per violation per day for failure to perform, or failure to submit timely or adequate reports or other written documents pursuant to Paragraph 35 (but not the Work Plans which, if inadequate, are subject to penalties cited in Paragraph 63 above) or Paragraphs 39, 53, 77, 94, and 95.

privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide EPA and MDNR with the following: 1) the title of the document, record, or other information; 2) the date of the document, record, or other information; 3) the name and title of the author of the document, record, or other information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or other information; and 6) the privilege asserted by Respondent. However, no documents, records or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

58. Respondent hereby certifies 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 EPA and that it has fully complied with any and all 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.

XV. DISPUTE RESOLUTION

59. 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 disputes concerning this Settlement Agreement expeditiously and informally.

60. If Respondent objects to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, it shall notify EPA in writing of its objection(s) within five (5) days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have 10 days from EPA's receipt of Respondent's written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted verbally but must be confirmed in writing.

61. Any Settlement Agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, the Region 7 Superfund Branch Chief, Missouri/Kansas Branch, will issue a written decision. EPA's decision shall be incorporated into and become an enforceable part of

response actions described herein, using such means as EPA deems appropriate; (ii) perform those tasks or activities with EPA contractors; or (iii) terminate the Settlement Agreement. Respondent shall reimburse EPA for all costs and attorneys' fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XVIII (Payment of Response Costs). If EPA performs those tasks or activities with EPA contractors and does not terminate the Settlement Agreement, Respondent shall perform all other tasks or activities not requiring access to that property, and shall reimburse EPA for all costs incurred in performing such tasks or activities. Respondent shall integrate the results of any such tasks or activities undertaken by EPA into its plans, reports and other deliverables.

54. Notwithstanding any provision of this Settlement Agreement, EPA and MDNR retain all of their access authorities, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. COMPLIANCE WITH OTHER LAWS

55. Respondent shall comply with all applicable local, state and federal laws and regulations when performing the GCS and ISE.

XIV. RETENTION OF RECORDS

56. During the pendency of this Settlement Agreement and for a minimum of 10 years thereafter, Respondent shall preserve and retain all non-identical copies of documents, records, and other information (including documents, records, or other information 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. Respondent shall also instruct its contractors and agents to preserve all documents, records, and other information of whatever kind, nature or description relating to performance of the Work during the pendency of this Settlement Agreement and for a minimum of 10 years thereafter.

57. At the conclusion of this document retention period, Respondent shall notify EPA and MDNR at least 90 days prior to the destruction of any such documents, records or other information, and, upon request by EPA or MDNR, Respondent shall deliver any such documents, records, or other information to EPA or MDNR. Respondent may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other

XVIII. PAYMENT OF RESPONSE COSTS

76. Payments of Future Response Costs.

a. Respondent shall pay EPA all Future Response Costs not inconsistent with the NCP. EPA will send Respondent a bill requiring payment that includes a Cost Summary which includes direct and indirect costs incurred by EPA and its contractors and by MDNR. Respondent shall make all payments within 30 days of receipt of the bill requiring payment, except as otherwise provided in Paragraph 77 of this Settlement Agreement. Respondent shall 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 payment and EPA Site/Spill ID number 0795. Respondent 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, Respondent shall send notice that payment has been made to Mr. Craig Smith consistent with Paragraph 31 and Mr. Julius Teopaco consistent with Paragraph 68.

c. The total amount to be paid by Respondent pursuant to Subparagraph 76.a. shall be deposited in the Hayford Bridge Road Groundwater Site Special Account within the 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 EPA to the EPA Hazardous Substance Superfund.

77. If Respondent does not pay Future Response Costs within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance of Future Response Costs, respectively. The Interest on unpaid Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. 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 Respondent's failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section XVI. Respondent shall make all payments required by this Paragraph in the manner described in Paragraph 76.

78. Respondent may contest payment of any Future Response Costs billed under Paragraph 76 if it determines that EPA has made an accounting error or if it believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the EPA PC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondent shall within the 30 day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 76. Simultaneously, Respondent shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Missouri and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent shall send to the EPA PC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondent shall initiate the Dispute Resolution procedures in Section XV (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondent shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 76. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 76. Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondent's obligation to reimburse EPA for its Future Response Costs.

XIX. COVENANT NOT TO SUE BY EPA

79. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and for recovery of Future Response Costs.

Respondent shall indicate on the payment that it is for stipulated penalties, and shall reference the EPA Region 7, Site/Spill ID Number 0795, CERCLA 07-2012-0026 and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to the EPA PC, as provided in Paragraph 31, and to:

Mr. Julius Teopaco
Financial Management Services Division
U.S. Environmental Protection Agency – Region 7
11201 Renner Blvd.
Lenexa, KS 66219

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

70. Penalties shall continue to accrue as provided in Paragraph 66 during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

71. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 67.

72. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 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 willful violation of this Settlement Agreement pursuant to Section XXI (Reservations of Rights by EPA and MDNR), Paragraph 82. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that has accrued pursuant to this Settlement Agreement.

XVII. FORCE MAJEURE

73. Respondent agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by *force majeure*. For purposes of this Settlement Agreement, *force majeure* is defined as any event arising from causes beyond the control of Respondent or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

74. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by *force majeure*, Respondent shall notify EPA and MDNR orally within 48 hours of when Respondent first knew that the event might cause a delay. Within 5 days thereafter, Respondent shall provide to EPA and MDNR 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; Respondent's rationale for attributing such delay to *force majeure* if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

75. If EPA, after consultation with MDNR, agrees that the delay or anticipated delay is attributable to *force majeure*, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* will be extended by 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* shall not, of itself, extend the time for performance of any other obligation. If EPA, after consultation with MDNR, does not agree that the delay or anticipated delay has been or will be caused by *force majeure*, EPA will notify Respondent in writing of its decision. If EPA, after consultation with MDNR, agrees that the delay is attributable to *force majeure*, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure*.

XX. COVENANT NOT TO SUE BY MDNR

80. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, MDNR covenants not to sue or to take administrative action against Respondent pursuant to Sections 260.500 to 260.550 RSMo and Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs.

XXI. RESERVATIONS OF RIGHTS BY EPA AND MDNR

81. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of EPA or the United States or MDNR or the state of Missouri 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 EPA or MDNR from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

82. The covenants not to sue set forth in Sections XIX and XX above do not pertain to any matters other than those expressly identified therein. EPA and MDNR reserve, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of 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; except that the parties recognize that the State and MDNR do not have jurisdiction or authority to enforce the statutes and rules relating to the ATSDR.

83. In the event EPA, in consultation with MDNR, determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by EPA in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XVIII (Payment of Response Costs). Notwithstanding any other provision of this Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXII. COVENANT NOT TO SUE BY RESPONDENT

84. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, the State, or its contractors or employees, with respect to the Work, 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 the Work or arising out of the response actions for which the Future Response Costs have or will be incurred, including any claim under the United States Constitution, the State Constitution of Missouri, 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 Work or payment of Future Response Costs.

85. Nothing in this Settlement 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).

XXIII. OTHER CLAIMS

86. By issuance of this Settlement Agreement, the United States, EPA and the state of Missouri and MDNR assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent.

87. Nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondent 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.

88. No action or decision by 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).

XXIV. CONTRIBUTION

89. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that 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), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work 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 Respondent has, as of the Effective Date, resolved its liability to the United States for the Work and Future Response Costs.

XXV. INDEMNIFICATION

90. Respondent shall indemnify, save and hold harmless the United States, the State, their 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 Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, and pay the State all costs incurred by the State, 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 or the State based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Order. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States or the State.

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

92. Respondent waives all claims against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Site. In addition, Respondent shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any Respondent and any person for performance of Work on or relating to the Site.

XXVI. INSURANCE

93. At least 10 days prior to commencing any On-Site Work under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of $2

million dollars, combined single limit, naming the EPA as an additional insured. Within the same period, Respondent shall provide EPA and MDNR with certificates of such insurance. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVII. FINANCIAL ASSURANCE

94. Within 30 days of the Effective Date, Respondent shall establish and maintain financial security for the benefit of EPA in the amount of $ 350,000 in one or more of the following forms, in order to secure the full and final completion of Work by Respondent:

a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;

b. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA equaling the total estimated cost of the Work;

c. a trust fund administered by a trustee acceptable in all respects to EPA;

d. a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

e. a corporate guarantee to perform the Work provided by one or more parent corporations or subsidiaries of Respondent, or by one or more unrelated corporations that have a substantial business relationship with Respondent; including a demonstration that any such company satisfies the financial test requirements of 40 C.F.R. Part 264.143(f); and/or

f. a corporate guarantee to perform the Work by Respondent, including a demonstration that Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

95. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondent shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 94, above. In addition, if at any time EPA notifies Respondent that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondent shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondent's inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

96. If Respondent seeks to ensure completion of the Work through a guarantee pursuant to Subparagraph 94.e. or 94.f. of this Settlement Agreement, Respondent shall (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the current cost estimate of $ 350,000 for the Work at the Property shall be used in relevant financial test calculations plus any other RCRA, CERCLA, or other federal environmental obligations financially assured by Respondent or guarantor to EPA by means of passing a financial test.

97. If, after the Effective Date, Respondent can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 94 of this Section, Respondent may, at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondent shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondent may seek dispute resolution pursuant to Section XV (Dispute Resolution). Respondent may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

98. Respondent may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA

determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondent may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVIII. INTEGRATION/APPENDICES

99. This Settlement Agreement and its appendices and any plans and reports that will be developed pursuant to this Settlement Agreement and become incorporated into and enforceable under this Settlement Agreement 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 appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the map of the Site and depicts OU 1, OU 3, the Property, the Elm Point Wellfield (City Wells W-3, W-4, W-5, W-6, W-7, W-8, and the Radial well) and the locations of direct push sampling conducted in 2011 at or near the Property.

"Appendix B" is the SOW.

XXIX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

100. This Settlement Agreement shall be effective thirty day s after it is signed by the EPA Director, Superfund Division, or her delegate.

101. This Settlement Agreement may be amended by mutual agreement of EPA, MDNR and Respondent. Amendments shall be in writing and shall be effective when signed by EPA.

102. No informal advice, guidance, suggestion, or comment by the EPA PC or other EPA representatives regarding reports, plans, schedules, or any other writing submitted by Respondent shall relieve Respondent of its 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.

XXX. NOTICE OF COMPLETION OF WORK

103. When EPA, after consultation with MDNR, determines 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 but not limited to, payment of Future Response Costs and record retention, EPA will provide written notice to Respondent. If EPA, after consultation with MDNR, determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the SOW if appropriate in order to correct such deficiencies, in accordance with Paragraph 36 (Modification of the SOW). Failure by Respondent to implement the approved modified SOW shall be a violation of this Settlement Agreement.

It is so ORDERED AND AGREED.

U.S. ENVIRONMENTAL PROTECTION AGENCY

BY: Mary P. Peterson for DATE: 12/28/12
Cecilia Tapia
Director, Superfund Division
Region 7
U.S. Environmental Protection Agency

BY: Audrey Asher DATE: 12/28/12
Audrey Asher
Office of Regional Counsel
Region 7
U.S. Environmental Protection Agency

FOR THE STATE OF MISSOURI

MISSOURI DEPARTMENT OF NATURAL RESOURCES

BY: _____ DATE: 12/28/12
Leanne Tippett Mosby, Director
Division of Environmental Quality
P.O. Box 176
Jefferson City, MO 65102

MISSOURI ATTORNEY GENERAL CHRIS KOSTER

BY: _____ DATE: 12/28/12
Jessica L. Blome, Assistant Attorney General
P.O. Box 899
Jefferson City, MO 65101

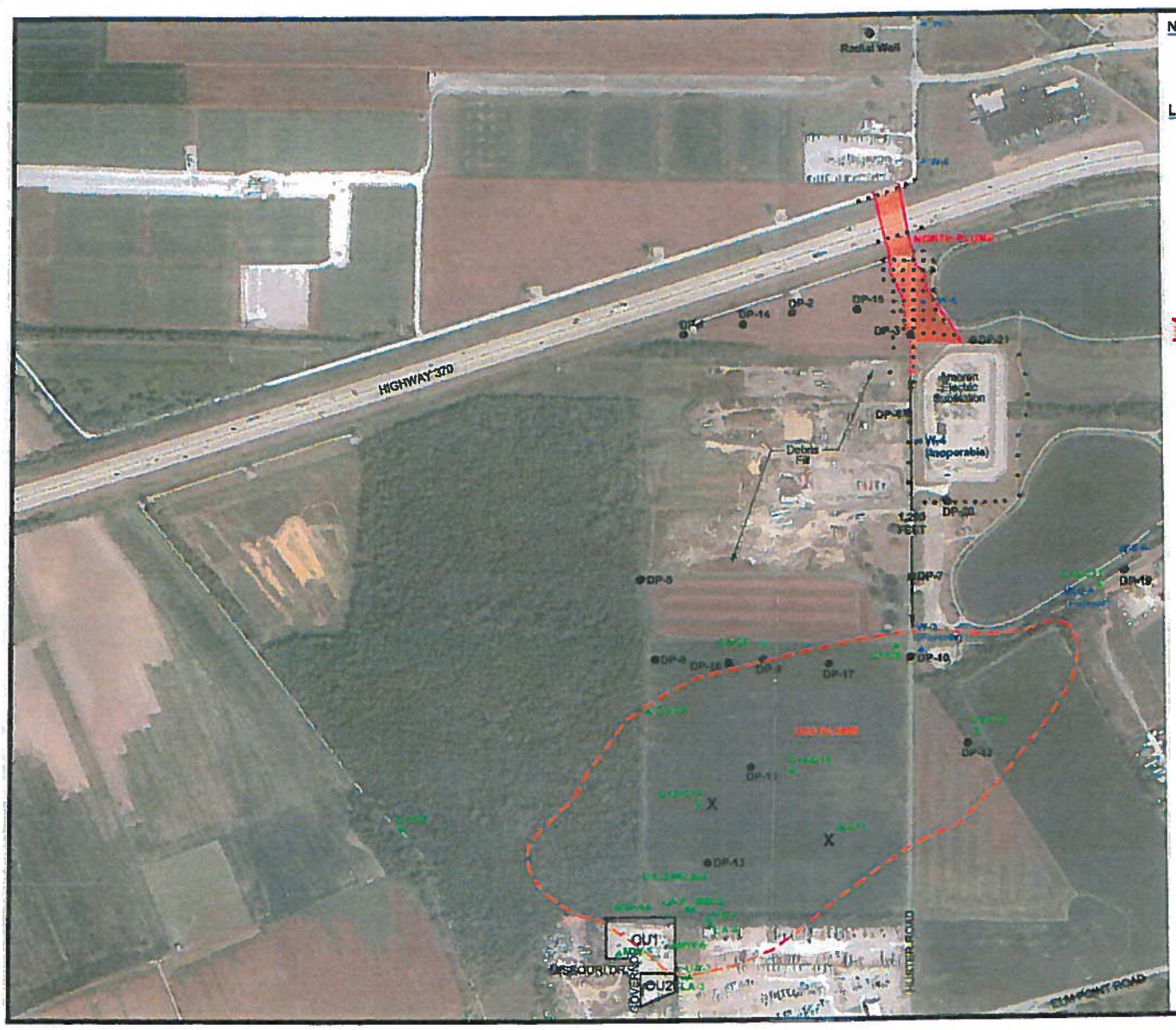
The undersigned representative of Respondent certifies that he/she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party he/she represents to this document.

For Respondent AMEREN MISSOURI

BY: _____ DATE: 12/26/12

MICHAEL L. MEINNE
Print Name

TITLE: Vice President - Environmental Services



NOTE

Please refer to groundwater testing summary tables and related maps for additional information. Locations are shown approximate.

LEGEND

- Well of Elm Point Well Field
- Radial Well - Elm Point Well Field
- OU1/OU3 Monitoring Well
- X Calibration Boring
- Direct Push Groundwater Sampling Location (Approximate)
- Approximate extent of affected groundwater near City Well W-5 (DP-22 through DP-90 completed in this area)
- OU3 Plume - Based on direct push and monitoring well sampling data

0 500 1000
SCALE IN FEET

N

Drawn By: SLC	Ck'd By: KJH	App'vd By: KJH
Date: 02-07-12	Date: 02-07-12	Date: 02-07-12

GEOTECHNOLOGY INC

Operable Unit 3
Hayford Bridge Road Groundwater Site
St. Charles, Missouri

DIRECT PUSH SAMPLING LOCATIONS

Project Number J006295.08 | PLATE 3

APPENDIX A

I. Introduction

This SOW identifies tasks that Respondent shall perform for a Groundwater Containment System (GCS) and an Integrated Site Evaluation (ISE) of the Ameren Electric Substation Property (Property). The GCS is intended to design, install and operate a contaminated groundwater containment system utilizing pump and treat technology to intercept, capture, remove, treat and dispose of groundwater contamination that is migrating under and off of the Property. The ISE is intended to gather sufficient analytical data to indicate the full extent of the soil and groundwater contamination present at the Property and to evaluate the need for and scope of any additional soil and/or groundwater removal actions.

II. GCS/ISE Scope of Work

Within 30 days of the Effective Date of this Settlement Agreement, Respondent shall submit to EPA and MDNR a detailed GCS Work Plan, including a schedule for performance of actions to design, install, operate and maintain the GCS. Respondent has already commenced preparations for implementation of the GCS (installation of some of the pumping wells and preliminary design of pumping and treatment system). In addition, Respondent is currently conducting acquisition and analysis of supplemental design-basis information to support detailed design and fabrication of the GCS. Respondent shall submit a GCS Design Package to EPA and MDNR for expedited review and comment as soon as feasible following the Effective Date of this Settlement Agreement and within 15 days of completion of Respondent's internal design and process safety review. Respondent intends to commence fabrication of the GCS pumping and treatment equipment in early 2013, with a goal of beginning continuous operation of this system within 180 days of the Effective Date of this Settlement Agreement.

Within 45 days of the Effective Date of this Settlement Agreement, Respondent shall submit to EPA and MDNR an ISE Work Plan, including a schedule for performance of actions to define the extent of soil and groundwater contamination and evaluate the need for and scope of additional removal actions. Respondent shall start the ISE within 30 days following receipt of the EPA and MDNR approval of the final ISE Work Plan.

The review and approval process for these Work Plans shall be consistent with Section X of the Settlement Agreement.

III. Groundwater Containment System (GCS)

A. GCS General Provisions

1. Respondent shall locate the containment well(s) for the GCS in the northwest (NW) quadrant of the Property.

2. The GCS wells shall be installed in the alluvial aquifer and shall be located and screened to intercept all groundwater contamination that is migrating off the Property in the north-northwesterly (NNW) direction. The GCS will be designed, installed and operated to capture, remove, treat and dispose of all contaminated groundwater migrating off the Property.

3. The GCS will be robust and flexible enough to adapt to changes in groundwater conditions including variations in alluvial aquifer elevations due to Mississippi River water level fluctuations, scenarios of city production wells while pumping at various rates, varying climactic conditions including sustained wet periods, floods and droughts.

B. GCS Specific Actions

1. Respondent has completed a conceptual design of the GCS and, upon collection and analysis of supplemental design-basis information and completion and internal review of the detailed design and process safety, shall submit a Final GCS Design Package to EPA and MDNR which shall specify equipment and operating parameters, performance monitoring specifications and required maintenance activities, as well as a detailed schedule for the construction and operation of the GCS. Following expedited review of the GCS Design Package by EPA and MDNR, which shall be completed as soon as practical, consistent with Section X of the Settlement Agreement, Respondent shall fabricate and install the GCS and the associated monitoring system. The monitoring system shall demonstrate that the containment system creates adequate inward gradients that are being maintained continuously to the extent practicable throughout the containment zone of the GCS. It is anticipated that the containment zone will extend to the north of the property (hydraulically downgradient) a distance approximately corresponding to the radius of influence of pumping wells located near the north property boundary. Accordingly, water level monitoring will be conducted within the containment zone as needed to demonstrate the downgradient extent of the containment zone. The monitoring system shall also provide for the collection of groundwater quality monitoring data within the containment zone and shall provide for remote reporting of hydraulic containment data (pumping rates and run-times). Water level data will be evaluated periodically at regular intervals to confirm capture of the on-site plume. The monitoring system shall demonstrate that affected groundwater on the Property and within the containment zone is hydraulically contained by the pumping system. The GCS Operation and Maintenance Plan shall be submitted with the Final GCS Design Package and shall address, among other things, temporary upset conditions when inward gradients are not maintained due to outages, and flooding and the corresponding corrective actions.

2. The GCS will discharge extracted groundwater to the City of St. Charles/St. Charles County sanitary sewer system for treatment at the publicly owned treatment works, St. Charles wastewater treatment plant, subject to approval by the St. Charles City and/or St. Charles County wastewater authority, or in such other manner as agreed upon by Respondent, EPA and MDNR (for example, surface water discharge via MDNR NPDES permit or other water management arrangement).

3. Respondent shall coordinate the design, installation and operation of the GCS with other groundwater cleanup response actions in the area conducted by other parties. The coordination necessary will be achieved through the exchange of technical information, participation in technical conference calls and meetings with EPA, MDNR, the City of St. Charles and other stakeholders as mutually agreeable to all the parties to this Settlement Agreement.

4. Respondent shall operate the GCS until the (i) source area soil cleanup at the Property has achieved Missouri Risk-Based Corrective Action standards for soils by all appropriate exposure pathways (drinking water, direct contact, vapor intrusion, etc.) for the COCs at the Property and (ii) groundwater beneath the Property and within the GCS containment zone has reached Safe Drinking Water Act (SDWA) maximum contaminant levels (MCLs) for the COCs for six (6) consecutive calendar quarters. During the last year of the anticipated operating life of the GCS, Respondent shall evaluate the effects of groundwater recontamination due to residual contaminants in the vadose zone or matrix diffusion from within the saturated zone, or other phenomena contributing to recontamination. Respondent, EPA and MDNR may agree upon such other groundwater and/or soil response actions and cleanup levels as may be deemed appropriate based on new information, and if so agreed upon, such determination will be subject of a subsequent agreement or an amendment to this Settlement Agreement.

5. In conjunction with submittal of the Detailed GCS design package, Respondent shall develop, submit and implement a GCS Health and Safety Plan and a GCS Quality Assurance Project Plan (QAPP) in accordance with Paragraph 35 of the Settlement Agreement. The GCS QAPP shall be subject to review and approval consistent with Section X of the Settlement Agreement.

IV. Integrated Site Evaluation (ISE)

A. ISE General Criteria

1. Respondent shall propose to EPA and MDNR an additional number of Direct Push Technology (DPT)/DPT Plume Mapping (DPM) samples to supplement existing data and determine the complete lateral and vertical extent of VOC contamination beneath the Property. The details of these DPT samples (number, location and depth) that Respondent proposes will be submitted in the ISE Work Plan which shall be subject to the review and approval process of Section X of the Settlement Agreement.

2. Respondent shall evaluate the results of the DPM samples to locate and bound all groundwater contamination and all source areas on the Property and identify the complete areal extent and depth of all such groundwater and source areas.

3. Respondent shall obtain soil borings, surface soil samples and other data as needed to locate and bound all source areas on the Property.

4. Respondent shall collect the physical, chemical, geological and hydrological data/information about the contamination on the Property to effectively evaluate alternative removal, treatment and/or disposal methods and technologies as described in Section IV.B.5. below.

5. Respondent shall submit to EPA and MDNR an ISE Report more fully described in Section IV.B. below.

6. Within 45 days of the Effective Date, Respondent shall submit to EPA and MDNR an ISE Health and Safety Plan and an ISE QAPP. The ISE QAPP shall be subject to review and approval consistent with Section X of the Settlement Agreement.

B. ISE Specific Actions

1. Respondent shall submit to EPA and MDNR an ISE Work Plan describing the locations and depths of completed and proposed additional soil and groundwater samples, DPT locations, groundwater monitoring wells, groundwater piezometers, soil and/or groundwater gas samples, soil boring geological and chemical samples, surface soil samples, groundwater/surface water test pit perched water samples, and any and all other environmental data. The Plan will include completed and proposed locations for any aquifer pumping tests, aquifer slug tests, vapor intrusion measurements, groundwater contaminant forensics, geological profiling and dense non-aqueous phase liquid (DNAPL) sampling. The Plan will show the major utilities potentially affecting the project work including the Elm Point Wellfield water supply wells, sanitary and storm sewers and major underground and overhead utilities and high-voltage power lines and related equipment on the substation property. The Plan will also show any other known off-Property COC source areas that may be encountered during the course of the ISE and which are to be evaluated, and the sampling methods to be used to collect data for the evaluation.

2. The ISE Work Plan will provide for at least three additional soil borings (DPT profiles) to the depth of the underlying bedrock (approximately 100 feet bgs) to determine a localized detailed geological profile.

3. The ISE Work Plan will discuss any other known off-Property potential source areas of COCs in the GCS containment zone and include sampling and analysis plans to evaluate them. Respondent shall use best efforts to obtain access, consistent with Section XII of the Settlement Agreement. Respondent shall evaluate the results of all of the sampling and analytical data collected and shall characterize and evaluate any source areas encountered off of the Property during the course of the ISE (e.g. sewer line) and provide any such characterization data collected to facilitate cleanup actions by the owner(s) of any such off-site source(s).

4. Respondent shall analyze samples for complete volatile organic compounds (VOCs), which includes at a minimum all site COCs and commonly associated potential degradation by-products, using EPA method SW 8260. The specific list of VOCs will be specified in the ISE Work Plan.

5. Within 90 days of completion of the ISE, Respondent shall submit to EPA and MDNR an ISE Report that includes all data organized in summary form with complete raw data in appendices and detailed color maps of all data results. Respondent shall include in the ISE Report an evaluation of all the data collected during the course of the ISE from the Property, the Northern Plume, the City's Public Water Supply System and other areas investigated, as applicable. Respondent also shall quantify the areas and depth of contamination and location and estimated mass of contamination indicated by the data within the containment zone. This evaluation shall include consideration of potential vapor intrusion issues at the Property and in the GCS containment zone. This evaluation will include the presence or absence of DNAPL on the Property. Respondent will evaluate the soil areas above cleanup levels listed above in Section III.B.4. and address a soil response action or further groundwater response action, as applicable, at the Property as set forth in 40 C.F.R § 300.410 and § 300.415 of the NCP, as determined by EPA and MDNR. Respondent shall consider appropriate soil and groundwater response action technologies, potentially including, but not limited to (by way of example only), excavation and off-site disposal, in situ chemical oxidation treatment, in situ and ex situ fixation, soil and/or groundwater containment, soil vapor extraction, in situ and ex situ thermal desorption, in situ and ex situ thermal treatment, air sparging, enhanced anaerobic biodegradation, monitored natural attenuation and any and all other appropriate technologies. Response action technologies listed above may be screened for potential applicability based on site conditions; only technologies determined to be potentially applicable will be retained for further evaluation of long- and short-term effectiveness, implementability, and cost. If EPA and MDNR determine that response action is appropriate, Respondent shall recommend the response actions it proposes to EPA and MDNR and provide a conceptual design and cost estimate suitable for response action decision by EPA and MDNR.

V. Other Matters

With respect to the two voluntary Preliminary Site Screening Investigations (PSSIs) that Respondent has undertaken, within 30 days of the Effective Date of this Settlement Agreement, Respondent shall submit the existing PSSI QAPP and all documents and records collected during the PSSIs including logbooks, field sheets, photographs and laboratory Quality Assurance/Quality Control (QA/QC) and other QA/QC documentation as required by EPA and MDNR.

Consistent with Paragraph 49 b. of the Settlement Agreement, Respondent shall notify EPA and MDNR and the City of St. Charles at least 21 days in advance of any field work to be conducted on the Property related to this GCS/ISE. Consistent with Paragraph 52 of the Settlement Agreement, Respondent shall provide access to EPA and MDNR, and their representatives, to observe fieldwork, collect split samples and take photographs.