USEPA REGION 7
MIXED RADIATION HAZARD RESPONSE FACT SHEET
SUPERFUND DIVISION / EMERGENCY RESPONSE BRANCH

The Environmental Protection Agency (EPA) Region 7, Emergency Response and Removal Branch can assist the State and Local authorities in responding to a release of radiation or a release of mixed hazardous substances and radioactive materials. Region 7 operates a 24-hour spill reporting line staffed by a Duty Officer. The Duty Officer analyzes reports to determine if an EPA On-Scene Coordinator (OSC), should respond to the spill or release and/or coordinate with local and state officials.

EPA Region 7 Assets and Contracts

The EPA response to a spill of radioactive or mixed material would likely include the deployment of at least one OSC and our Superfund Technical Assessment Response Team (START) contractor to provide assistance to the local incident commander. The Region 7 START contract is currently held by Tetra Tech and Seagull Environmental with personnel located in the St. Louis area. The START is able to subcontract laboratory analytical services for both mixed waste and radioactive materials. For cleanup or building decontamination operations, EPA Region 7 has the contract services of our Emergency and Rapid Response Services (ERRS) contractor - currently Environmental Restoration of Fenton, Missouri. ERRS has access to cleanup personnel as well as a wide array of heavy equipment.

Specific to EPA personnel and equipment, EPA Region 7 has several assets and various radiation monitoring and detection equipment. This would include two SAM-940s and three IdentiFINDERs. These instruments measure gamma radiation to identify unknown radioactive isotopes. EPA Region 7 also has approximately fifteen handheld meters that can detect either alpha, beta, or gamma radiation. These meters are primarily designed for measuring radiation on ground or building surfaces but can be used to detect higher levels of airborne radiation. In addition, EPA Region 7 has two portable portal monitors which could be used to assist with personal decontamination efforts. Most of this equipment is stored in Kansas City, but a subset of the equipment is stored at our facility in Fenton. Region 7 also has a mobile command post, fully equipped response truck, satellite and cellular communications capabilities, and personnel, which can be mobilized immediately. Outside of Region 7, EPA has access to radiation emergency response assets in the other nine EPA Regions as well.

EPA Special Teams

As the situation expands or becomes more complicated, the OSC is authorized to request assistance from EPA's Radiological Emergency Response Team (RERT) in Montgomery, Alabama or EPA's radiation scientists in headquarters Office of Radiation and Indoor Air (ORIA). RERT has specialized radiation monitorin g and communications equipment, as well as the National Analytical Radiation Environmental Laboratory (NAREL) located in Montgomery. RERT can also deploy one of two Mobile Environmental Radiation Laboratories (MERLs) out of Montgomery or Las Vegas, Nevada to provide on-site analytical services.

EPA also has the Environmental Response Team (ERT) with assets in Edison, New Jersey with specialized mobile equipment and personnel for chemical and oil responses.

EPA has the Chemical, Biological, Radiological, and Nuclear (CBRN) Consequence Management Advisory Team (CMAT) in various locations. The CMAT has the unique aerial chemical and radiation detection capabilities of the Airborne Spectral Photometric Environmental Collection Technology (ASPECT), based near Dallas, Texas. The CMAT also has specialized scientists and engineers to provide 24/7 scientific and technical advisement for all phases of consequence management, including sampling, decontamination, and clearance of CBRN contaminated sites.

Federal Partners

For the worst cases, EPA could access the Federal Radiological Monitoring and Assessment Center (FRMAC), of which EPA is a member. This is a federal asset available on request by the Department of Homeland Security (DHS) to assist local and state agencies during a response to a nuclear or radiological incident. The FRMAC would be the control point for the federal assets involved in monitoring the potential impacts of the incident. EPA is also a part of the FRMAC's Advisory Team for environment, food, and public health; which works with the data collected by the FRMAC to interpret the protective action guides (PAGs) for a specific event.

Lastly, as Co-Chair of the Regional Response Team 7, EPA has access the unique assets and expertise of 15 other federal agencies including the U.S. Coast Guard Strike Teams (USCG), Department of Energy (DOE) teams, National Nuclear Security Administration (NNSA) Radiological Assistance Program (RAP) teams, Department of Defense, and other governmental agencies in the case of an emergency.

Initial Response

EPA OSCs and contractors could be in St. Louis and St. Charles Counties within 1-4 hours depending on deployment status and location at any given time. EPA Special Teams (RERT, ERT, and CMAT) could be available remotely immediately and wheels-up within an hour with arrival time dependent on their home office location. The ASPECT is available 24/7 and could be flying over St. Louis collecting data within approximately 5-6 hours. Likely initial EPA response actions would include, but not be limited to:

- Deploy OSCs, contractors, and ASPECT.
- Coordinate and establish an air monitoring and sampling plan.
- Provide recommendations on Protective Action Guidelines and decisions.
- Assist in identifying protective actions including shelter-in-place, evacuation, relocation, ingestion pathway, and environmental impact (sampling plan).
- Assist local and state agencies with initial monitoring.
- Assist in identifying critical resources that are available or lacking within the impacted area, region, or state which can be brought to bear on the response.
- Assist in recommending/identifying potential disposal sites for the disposal of contaminated debris.

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Radiation Related Community Planning Guidance Links:

http://www.epa.gov/radiation/index.html: The EPA Radiation protection Home Page. Congress designated EPA as the primary federal agency charged with protecting people and the environment from harmful and avoidable exposure to radiation. Community planners can find information on the 10 EPA Regions, ORIA, ERT, RERT, RadNet and other radiation related sites. The site also has links to other governmental entities associated with radiological responses.

http://www.epa.gov/radiation/rert/pags.html: In the event of a radiological emergency, responders can instruct the public to take protective actions such as staying indoors to prevent exposure to unhealthy amounts of radiation. EPA developed a manual of Protective Action Guides to help responders plan for radiation emergencies. The current 1992 PAG Manual and the updated version can be found here.

http://www.nv.doe.gov/nationalsecurity/homelandsecurity/frmac/default.aspx: The Federal Radiological Monitoring and Assessment Center (FRMAC) is a federal asset available on request by the Department of Homeland Security to respond to nuclear/radiological incidents. Within this link you can find the National Nuclear Security Administration (NNSA) Nevada Field Office. They can help your community in developing and maintaining plans and procedures, and to identify and train resources and personnel to ensure an effective response to any major radiological emergency occurring at any location within the United States.

http://emergency.cdc.gov/radiation/pdf/population-monitoring-guide.pdf: An introductory guide to population monitoring in radiation emergencies for public health officials and emergency preparedness planners at the state and local levels, developed by the Centers for Disease Control and Prevention. This planners' guide focuses on the significant effort required to identify, screen, measure, and monitor populations (people and possibly even their pets) for exposure to or contamination from radioactive materials.

http://www.remm.nlm.gov/remm_Preplanning.htm: The Radiation Emergency Medical Management site has a section on Planners: Preparedness and Response. Disaster response plans describe how various governmental and private sector entities are supposed to function individually and collaboratively during a disaster in order to protect the public and key infrastructure and continue to perform their missions. Within this link you can reference disaster response planning documents that address all hazards (chemical, biological, radiological, natural disasters, etc.).

Fact Sheet
Missouri Department of Health and Senior Services
Radiological Emergency Response Program
Jefferson City, Missouri

MISSION: The Missouri Department of Health and Senior Services (DHSS) Radiological Emergency Response Program (RERP) has statutory responsibility (RSMo 192.510) to respond to all radiation emergencies. It is the intent of the RERP to support local authorities at a domestic incident site by detecting and identifying radiological/nuclear materials, assessing current and projected consequences, advising on response measures and assisting with appropriate requests for state support.

CAPABILITIES:

- Entries into a suspect or known radiologically contaminated area (hot zone) using level C Personnel Protective Equipment (PPE)
- Alpha, Beta, Gamma, Neutron (limited) Detection
- Isotope identification
- Environmental sampling (air, water, soil, vegetation etc…)
- Plume modeling with assistance from the Department of Energy National Atmospheric Radiological Assessment Center (NARAC)
- Recommendations for Decontamination
- Consult DOE REAC/TS for medical issues
- Protective Action Recommendations for the public utilizing EPA 400
- Liaison to IC
- Additional resource recommendations (Federal, State, Private, Military)

PERSONNEL: The team is comprised of 20 + staff from the Division of Community and Public Health and the Division of Regulation and Licensure. The team is broken into two main groups (command and control and field team support) and these two groups can be further subdivided as necessary. All team members have completed a basic health physics course and annual refresher on radiation and instrumentation. Additional courses completed are ICS 100, 200, 300, 700 and 800, Hazwoper and annual refresher, Radiological Accident Assessment Course, WMD Rad/Nuc Ops/Tech Level courses. All staff participate in 4-6 exercises annually at the Callaway and Cooper Nuclear Plants.

EQUIPMENT;

- Three vehicles equipped with voice communication via MoSWN, VHF radio and MSAT G2 satellite radios along with 5 MoSWN and 5 VHF handheld radios. ·

Nuclear/Radiological…Vehicles equipped for air and environmental monitoring and sampling, Alpha, beta, gamma, neutron detected and measured with 9 Ludlum 2241-4 Emergency response kits, 12 Ludlum 14c general purpose radiation detectors, 6 Ludlum 3 general purpose radiation detectors, 2 SAM 940 MCA's with neutron detectors, 3 Thermo IdentiFinders MCA, 28 Canberra Ultra radiacs, 78 direct reading dosimeters, 6 Radecco low volume air samplers, 12 personnel portal monitors, 2 portable generators and a trailer with generator.

Fixed Facility Radiation Release Fact Sheet

Missouri Department of Natural Resources
Jefferson City, Missouri

MISSION: The Missouri Department of Natural Resources (MDNR), Environmental Emergency Response Section (EER) operates a 24-hour spill reporting line staffed by a Duty Officer. The Duty Officer analyzes reports to determine if a State On-Scene Coordinator (OSC) should respond to the spill or release and /or coordinate with local, state and federal officials. EER's primary responsibility for fixed facility incidents is to protect people and the environment from unwarranted radiation exposure and support other state and federal agencies who have primary oversight of the facility to monitor and remediate the incident. MDNR Hazardous Waste Program's Federal Facilities Section (FFS) can support post-emergency and offsite activities with radiation equipment and personnel trained to operate the equipment.

EER CAPABILITIES:

- Can make entries into a suspected or known radiologically contaminated area (hot zone) using level B Personnel Protective Equipment (PPE)
- Alpha, Beta, Gamma, Neutron (limited) Detection
- Isotope identification
- Support Environmental sampling (air, water, soil, vegetation etc…)
- Support Decontamination
- Support Incident Command
- Support State Emergency Operations Center (SEOC)

EER PERSONNEL:

The EER team is comprised of 20 staff. Team members have completed Hazardous Waste Operations and Weapons of Mass Destruction Radiation technician and specialist level courses.

EER EQUIPMENT;

- Nuclear/Radiological
  - (6) 2241 4RK Ludlum
  - (6) Identifinder
  - (2) Identifinder 2
  - (4) 9DP Ludlum
  - (23) Canberra MRAD 113
  - (6) Bicron Surveyor 2000
  - (2) Ludlum 3
  - (6) Area Rae with gamma
- Communications
  - (6) vehicles equipped with MSAT G2 satellite, MoSWIN and VHF radios.
  - (14) additional vehicles equipped with MoSWIN and VHF radios,
  - (2) additional vehicles equipped with VHF radios
  - (24) Handheld MoSWIN/VHF radios.

- (1) MoSWIN base station
- (1) MSAT G2 satellite base station
- (2) portable MSAT G2 satellite radios
- (1) portable VHF conventional box radio
- (1) General Dynamics Warrior SMT portable SATCOM
- (1) General Dynamics Portable BGAN

FFS EQUIPMENT

- Nuclear/Radiological
  - (1) Ludlum Scaler Ratemeter Model 2221
  - (1) NaI Probe Model 44-10
  - (1) GM Probe Model 44-9
  - (1) Alpha Scintillator Probe Model 43-5
  - (1) Ludlum Model 2221 Portable Scaler Ratemeter
  - (1) Ludlum Model 44-10 Gamma Scintillator (2"x 2" NaI)
  - (1) Ludlum Model 2241-2 Digital Ratemeter
  - (1) Ludlum Model 44-9 Pancake G-M Probe
  - (1) Ludlum Model 19A Micro R Alarm Ratemeter
  - (1) Ludlum Model 2929 Scaler
  - (1) Model 43-10-1 Sample Counter
  - (1) Identifinder

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 RENNER BOULEVARD
LENEXA, KANSAS 66219

IN THE MATTER OF: WEST LAKE LANDFILL SUPERFUND SITE, BRIDGETON, ST. LOUIS COUNTY, MISSOURI (MOD079900932) BRIDGETON LANDFILL, LLC, and ROCK ROAD INDUSTRIES, INC., RESPONDENTS. Proceeding under Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9607, and 9622.	EPA Docket No. CERCLA-07-2014-0002

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION - PRECONSTRUCTION WORK

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent for Removal Action - Preconstruction Work ("Settlement Agreement") is entered into by the United States Environmental Protection Agency ("EPA"), Bridgeton Landfill, LLC, and Rock Road Industries, Inc. ("Respondents"). This Settlement Agreement provides for the performance of certain preconstruction work for a removal action by Respondents and the payment of certain response costs incurred by the United States at or in connection with the West Lake Landfill Superfund Site (the "Site").

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9607 and 9622 ("CERCLA"). This authority has been delegated to the Administrator of EPA by Executive Order No. 12580, January 23, 1987, 52 Fed. Reg. 2923, and further delegated to the Regional Administrators by EPA Delegation Nos. 14-14-C and 14-14-D, and to the Director of EPA Region 7's Superfund Division by Regional Delegation Nos. R7-14-014-C and R7-14-014-D.

3. EPA has notified the state of Missouri (the "State") of this action.

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

II. PARTIES BOUND

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

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of insolvency or other failure of a Respondent to

implement the requirements of this Settlement Agreement, the remaining Respondent shall complete all such requirements.

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

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, 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.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided in Section XXXI.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports, and other deliverables pursuant to this Settlement Agreement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 37 (including, but not limited to, costs and attorneys fees and any monies paid to secure access, including, but not limited to, the amount of just compensation), and Paragraph 47 (emergency response).

"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 on

October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Isolation Barrier" shall mean a system of engineering controls developed to prevent the subsurface smoldering event (SSE) from impacting radiologically impacted material (RIM).

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean EPA and Respondents.

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"Respondents" shall mean Bridgeton Landfill, LLC, and Rock Road Industries, Inc.

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

"Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent for Removal Action - Preconstruction Work.

"Site" shall mean the West Lake Landfill Superfund Site, encompassing approximately 200 acres, located at 13570 St. Charles Rock Road in Bridgeton, St. Louis County, Missouri and as depicted generally on the map attached as Figure 1. The Site includes both Operable Unit-1 (OU-1) and Operable Unit-2 (OU-2), as more specifically described in Paragraphs 12 through 14, below.

"State" shall mean the State of Missouri.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

"Waste Material" shall mean: (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

"West Lake Landfill Superfund Site Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Work" shall mean the preconstruction activities set forth in Paragraph 30 and in any workplans or other documents approved by EPA herein, and all activities which Respondents are required to perform under this Settlement Agreement except those required by Section XI (Record Retention). These tasks have been deemed necessary or appropriate by EPA to advance, support, and prepare for the design and construction of an isolation barrier to protect the RIM in Area 1 from the SSE in the Bridgeton Sanitary Landfill,

IV. EPA'S FINDINGS OF FACT

9. Respondent Bridgeton Landfill, LLC, a Delaware limited liability corporation authorized to transact business in Missouri, is the current operator of the Site and the current owner of the Site's Operable Unit-2.

10. Respondent Rock Road Industries, Inc., a Missouri corporation, is the current owner of the Site's Operable Unit-1.

11. West Lake Landfill is an approximately 200 acre property that includes several closed solid waste landfill units which accepted wastes for on-site landfilling from the 1940s or 1950s through 2004, plus a solid waste transfer station, a concrete plant, and an asphalt batch plant. The Site is located at 13570 St. Charles Rock Road in Bridgeton, St. Louis County, Missouri, approximately one mile north of the intersection of Interstate 70 and Interstate 270 (Figure 1).

12. The Site was used for limestone quarrying and crushing operations from 1939 through 1988. Beginning in the late 1940s or early 1950s, portions of the quarried areas and adjacent areas were used for landfilling municipal refuse, industrial solid wastes, and construction/demolition debris. In 1973, approximately 8,700 tons of leached barium sulfate residues (a remnant from the Manhattan Engineer District/Atomic Energy Commission project) were reportedly mixed with approximately 39,000 tons of soil from the 9200 Latty Avenue site in Hazelwood, Missouri, transported to the West Lake Landfill, and used as daily or intermediate cover material. Investigations have determined that these radiologically-impacted materials (RIM) were disposed in portions of two separate disposal areas at the Site that have subsequently been identified as Radiological Area 1 and Radiological Area 2, or simply Area 1 and Area 2 (Figure 2).

13. As a result of the original use of the radiologically-impacted soil as daily and intermediate landfill cover material and the natural decomposition and consolidation of the refuse which had been covered by the radiologically-impacted soil, the RIM is intermixed with

and interspersed within the overall matrix of landfilled refuse, debris, and fill materials, and unimpacted soil and quarry spoils in Area 1 and Area 2. In some portions of Areas 1 and 2, RIM is present at the surface; however, the majority of the radiological occurrences are located in the subsurface beneath these two areas.

14. Operable Unit-1 of the Site is comprised of the two disposal areas (Area 1 and Area 2) where radionuclides are mixed within landfilled soil and solid waste materials, plus an adjacent area (the Buffer Zone/Crossroad Property) where erosion from Area 2 deposited RIM. Operable Unit-2 consists of the remainder of the Site and includes several inactive landfilled areas containing sanitary waste or demolition debris which were closed prior to State regulation, a permitted sanitary landfill (the Bridgeton Landfill) currently undergoing closure under the State of Missouri's solid waste regulatory program, a solid waste transfer station, a concrete plant, and an asphalt batch plant.

15. Landfill activities conducted after 1974 within the quarry areas (part of what is now included in OU-2) were subject to permits obtained from the Missouri Department of Natural Resources (MDNR). In 1974 landfilling began in the portion of the Site described as the North Quarry Pit (Figure 1). Landfilling continued in this area until 1985, when the landfill underwent expansion to the southwest into the area described as the South Quarry Pit. Together, the North and South Quarry pit landfills make up the MDNR-permitted Bridgeton Sanitary Landfill.

16. Characterization of the nature, rate, and extent of contamination at the Site began in 1978. On August 30, 1990, EPA placed the Site on the National Priorities List (NPL). The NPL is EPA's list, compiled pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, of uncontrolled hazardous substances releases in the United States that are priorities for long-term remedial evaluation and response.

17. On March 3, 1993, EPA and Cotter Corporation (N.S.L.), Laidlaw Waste Systems (Bridgeton), Inc., Rock Road Industries, Inc., and the United States Department of Energy entered into an Administrative Order on Consent (EPA Docket No. VII-93-F-0005) for the performance of a remedial investigation/feasibility study for Operable Unit 1, Areas 1 and 2 at the Site.

18. On December 19, 1994, EPA and Laidlaw Waste Systems (Bridgeton), Inc., entered into an Administrative Order on Consent (EPA Docket No. VII-94-F-0025) for the performance of a remedial investigation/feasibility study for Operable Unit 2 at the Site.

19. In December 2004, the Bridgeton Sanitary Landfill stopped receiving waste pursuant to an agreement with the City of St. Louis to reduce the potential for birds to interfere with Lambert Field International Airport operations. The Bridgeton Sanitary Landfill is currently inactive and closure activities are proceeding under MDNR supervision. The majority of the West Lake Superfund Site remains subject to a restrictive covenant held by the City of St. Louis.

20. On May 29, 2008, EPA issued a Record of Decision ("ROD") for OU-1 which selected a remedial action for the radiologically contaminated landfill areas and the area formerly described as the Ford Property, now called the Buffer Zone/Crossroad property.

21. On July 29, 2008, EPA issued a ROD for OU-2 which selected a remedial action for the inactive sanitary landfill portion of the Site. Through this ROD, EPA deferred action to MDNR on the remaining parts of OU-2, the Bridgeton Sanitary Landfill and the closed demolition landfill, which had operated under State permits.

22. In December 2010, Bridgeton Landfill detected changes in the landfill gas extraction system in use at the South Quarry of the Bridgeton Sanitary Landfill portion of the Site; specifically, elevated temperatures and elevated carbon monoxide levels. Further investigation indicated that the South Quarry Pit landfill was experiencing an exothermic subsurface smoldering event (SSE).

23. On May 8, 2013, the Circuit Court of St. Louis County, State of Missouri entered a First Agreed Order of Preliminary Injunction between Respondents and the State of Missouri (the "Agreed Order"). The Agreed Order requires Respondents to, among other things, take steps to control the emissions and odors emanating from the Bridgeton Sanitary Landfill as a result of the SSE.

V. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS

24. Based on EPA's Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

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

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

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

d. Respondents are the current "owners" 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).

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

VI. SETTLEMENT AGREEMENT AND ORDER

25. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR AND PROJECT COORDINATORS

26. Respondents shall retain one or more contractors to perform the Work and shall notify EPA of the name(s) and qualifications of such contractor(s) within 10 days after the Effective Date. Respondents shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least 5 days prior to commencement of such other contractor(s) or subcontractor(s) activities concerning the Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondents, and shall provide the reason(s) for such any such disapproval. If EPA disapproves of a selected contractor, Respondents shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within 14 days after EPA's disapproval. If Respondents disagree with EPA's reason(s) for any such disapproval, Respondents may initiate Dispute Resolution pursuant to Section XVI.

27. Respondents have designated, and EPA has not disapproved, the following individual as Project Coordinator, who shall be responsible for administration of all response actions by Respondents required by this Settlement Agreement:

Paul Rosasco
Engineering Management Support Inc.
7220 West Jefferson Avenue, Suite 406
Lakewood, CO 80235
303-940-3426
paulrosasco@emsidenver.com

28. EPA has designated Dan Gravatt of EPA Region 7's Superfund Division, as its Project Coordinator for the Work. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to EPA's Project Coordinator at:

Dan Gravatt, PG
SUPR/MOKS
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219
913-551-7324
gravatt.dan@epa.gov

29. EPA and Respondents shall have the right, subject to Paragraph 26, to change their respective Project Coordinator. Respondents shall notify EPA 3 days before such a change is made or, if such change is not at the request of Respondents (i.e., is a personnel change initiated by the Project Coordinator), within 5 days of Respondents' learning of the need for a change in Project Coordinators. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

30. Respondents shall perform, at a minimum, the following preconstruction activities necessary or deemed appropriate by EPA to advance, support, and prepare for the design, construction, and maintenance of an Isolation Barrier. The Work shall include the following preparation tasks but shall not include the actual design, construction, and maintenance of an Isolation Barrier,

a. Identify all potential areas on Site proposed to be used for the staging, management and relocation of excavated wastes;

b. Clear all obstructive vegetation and surface obstacles which would be impediments to the installation of an isolation barrier, or utilization of the proposed storage/staging areas;

c. Develop a bird hazard mitigation and monitoring plan to ensure compliance of ongoing landfill work with 10 CSR § 80-3.010(4)(B)1, 40 C.F.R. § 258.10, and the terms of the Negative Easement and Declaration of Restrictive Covenants Agreement entered into by and between Bridgeton Landfill LLC, Rock Road Industries, Inc., Bridgeton Transfer Station, LLC, and the City of St. Louis, Missouri, dated April 6, 2005, and recorded on April 11, 2005, with the Recorder of Deeds for St. Louis County, Missouri as Document Number 245, which plan shall be used as a base document for a Bird Mitigation and Monitoring Plan for the Isolation Barrier following additional design work;

d. Develop an air monitoring and sampling plan to obtain background data and assess potential exposures in the community and demonstrate the effectiveness of any implemented control technologies; and

e. Install a mesh barrier inside the fenced area along St. Charles Rock Road for the purposes of minimizing and capturing on-Site, windblown solid waste during excavation activities.

31. Work Plan(s) and Implementation.

a. Within 30 days after the Effective Date, Respondents shall submit to EPA for approval a draft Work Plan (or Work Plans) for performing the Work set forth in Paragraph 30. The draft Work Plan(s) shall provide a description of, and an expeditious schedule for, the actions required for the Work under this Settlement Agreement.

b. EPA may approve, disapprove, require revisions to, or modify any draft Work Plan in whole or in part. If EPA requires revisions, it will describe the required revisions in writing. Respondents shall submit a revised draft Work Plan within 14 days after receipt of EPA's notification of the required revisions. Respondents shall implement Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, Work Plans, their schedules, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondents shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondents shall not commence implementation of any Work Plan developed hereunder until receiving written EPA approval pursuant to Paragraph 31.b.

32. Health and Safety Plan. Within 30 days after the Effective Date, Respondents shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site Work under this Settlement Agreement, as proposed in the concurrently submitted draft Work Plan. This plan shall be prepared in accordance with EPA's *Standard Operating Safety Guides* (Publication 9285.1-03, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended in writing by EPA and shall implement the plan during the pendency of the removal action.

33. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondents shall follow, as appropriate, *Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures* (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs* (American National Standard, January 5, 1995), and *EPA Requirements for Quality Management Plans* (QA/R-2) (EPA/240/B-01/002, March 2001; Reissued May 2006), or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

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

c. Upon request by EPA, Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples during a sampling event. Respondents shall notify EPA not less than 30 days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA will allow Respondents to take split or duplicate samples of any samples it takes as part of its oversight of Respondents' implementation of the Work.

34. Reporting.

a. Beginning 14 days after the date Respondents receive EPA's approval of the Work Plan and every month thereafter by the 10th day of the month, Respondents shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement Agreement until termination of this Settlement Agreement, unless otherwise directed in writing by EPA's Project Coordinator. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical

data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondents shall submit to EPA's Project Coordinator 1 hard copy of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Respondents shall also submit such documents in electronic form as directed by EPA's Project Coordinator.

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

35. Final Report. Within 30 days after completion of all Work required by this Settlement Agreement, Respondents shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform to, at a minimum, the requirements set forth in 40 C.F.R. § 300.165 entitled "OSC Reports." The final report shall include a listing of quantities and types of materials removed off-Site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

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

IX. SITE ACCESS

36. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by a Respondent, such Respondent shall, commencing on the Effective Date, provide EPA and its representatives, including contractors, with access at all

reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

37. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 20 days after the Effective Date, or as otherwise specified in writing by EPA's Project Coordinator. Respondents shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as EPA deems appropriate. Respondents shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs). Respondents' inability to obtain access, after EPA's determination that Respondents have used best efforts, to property owned or possessed by persons other than Respondents shall not be deemed a failure to comply with or a delay in performance of this Settlement Agreement regarding the delay EPA determines, in its unreviewable discretion, is necessary for EPA to obtain access.

38. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

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

40. Respondents 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 they are submitted to EPA, or if EPA has notified Respondents that the documents or information are not confidential under the standards of

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

41. Respondents may withhold those records and documents covered by any privilege or protection recognized under federal law or applied by federal courts in actions commenced by the United States. If Respondents assert such a privilege in lieu of providing documents, they shall provide EPA with the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of the author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the contents of the document, record, or information; and (f) the privilege asserted by Respondents. However, no final documents, reports, or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

42. No claim of privilege or 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 created as part of the performance of the Work and evidencing conditions at or around the Site.

XI. RECORD RETENTION

43. Until 7 years after Respondents' receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 7 years after Respondents' receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature, or description relating to performance of the Work.

44. At the conclusion of this document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondents shall deliver any such records or documents to EPA. Respondents may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide EPA with the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of the author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Respondents. However, no final documents, reports or other information

created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

45. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information.

XII. COMPLIANCE WITH OTHER LAWS

46. Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable State and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or State environmental or facility siting laws.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

47. In the event of any action or occurrence during performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate, or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify EPA's Project Coordinator, in the event of his/her unavailability, EPA Region 7's Spill Line at 913-281-0991, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

48. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify EPA's Project Coordinator or, in the event of his/her unavailability, EPA Region 7's Spill Line at 913-281-0991, and the National Response Center at 800- 424-8802. Respondents shall submit a written report to EPA 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.*

XIV. AUTHORITY OF EPA'S PROJECT COORDINATOR

49. EPA's Project Coordinator shall be responsible for overseeing Respondents' implementation of this Settlement Agreement. EPA's Project Coordinator shall have the authority vested in an EPA On-Scene Coordinator by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. The absence of EPA's Project Coordinator from the Site shall not be cause for stoppage of work unless specifically directed by EPA's Project Coordinator.

XV. PAYMENT OF RESPONSE COSTS

50. Payments for Future Response Costs.

a. Respondents shall pay to EPA all Future Response Costs which are not inconsistent with the NCP. On a periodic basis, EPA will send to Respondents a bill requiring payment that includes a Regionally-prepared itemized cost summary, which includes direct and indirect costs incurred by EPA, its contractors, and DOJ. Respondents shall make all payments within 45 days after receipt of each bill requiring payment, except as otherwise provided in Paragraph 52 of this Settlement Agreement.

b. Respondents shall make all payments required by this Paragraph to EPA by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number 0714 and the EPA docket number for this action.

c. At the time of payment, Respondents shall send notice that payment has been made to EPA's Project Coordinator, and to EPA Finance Office, by email to acctsreceivable.cinwd@epa.gov, or by mail to:

U.S. Environmental Protection Agency
Superfund Payments – CFC
P.O. Box 979076
St. Louis, Missouri 63197-9000

Such notice shall reference the Site/Spill ID Number and EPA docket number for this action.

d. The total amount to be paid by Respondents pursuant to this Paragraph shall be deposited by EPA in the West Lake Landfill Special Account to be retained and used by EPA 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.

51. Interest. If Respondents do not pay Future Response Costs within 45 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

52. Respondents may contest payment of any Future Response Costs if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Such objection shall be made in writing within 45 days after receipt of the bill and must be sent to EPA's Project Coordinator. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 45-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 50. Simultaneously, Respondents shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC"), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to EPA's Project Coordinator 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, Respondents shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If EPA prevails in the dispute, within 15 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued Interest) to EPA in the manner described in Paragraph 50. If Respondents prevail concerning any aspect of the contested costs, Respondents

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 50. Respondents 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 XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XVI. DISPUTE RESOLUTION

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

54. If Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within 15 days after such action, unless the objection(s) has/have been resolved informally. EPA will respond in writing within 21 days of receipt of Respondents' written objection(s). EPA and Respondents shall have 30 days from Respondent's receipt of EPA's written response to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted orally but must be confirmed in writing to be effective.

55. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, EPA Region 7's Superfund Division Director (or his/her delegate) will issue a written decision on the dispute to Respondents resolving the dispute consistent with the NCP and this Settlement Agreement, based on his or her review of Respondents' written objection(s), EPA's written response(s), and any other written submissions or related data concerning the issue in dispute. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section, but Respondents shall not be subject to stipulated penalties regarding an objection as to which dispute resolution was invoked and Respondents' position prevailed. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

56. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed

by a force majeure. For purposes of this Settlement Agreement, a force majeure is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the Work, or increased cost of performance.

57. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a force majeure event, Respondents shall notify EPA orally within 3 days of when Respondents first knew that the event might cause a delay. Within 5 days thereafter, Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and Respondents' rationale for attributing such delay to a force majeure event if they intend to assert such a claim. Failure to comply with the above requirements shall preclude Respondents 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.

58. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Settlement Agreement that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Respondents in writing of its decision and the issue shall be subject to the dispute resolution procedures of this Settlement Agreement. If EPA agrees that the delay is attributable to a force majeure event, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

XVIII. STIPULATED PENALTIES

59. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 60 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondents shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

60. Stipulated Penalty Amounts. The following stipulated penalties shall accrue per violation per day for any noncompliance with this Settlement Agreement:

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 7th day
$5,000	8th through 30th day
$10,000	31st day through 60th day
$20,000	61st day and beyond

61. 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: (a) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by EPA Region 7's Superfund Division Director (or his/her delegate), under Paragraph 55 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that EPA Region 7's Superfund Division Director (or his/her delegate) issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

62. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation, but Respondents failure to pay penalties shall not be considered a new violation of this Settlement Agreement absent a demand or invoice from EPA notifying Respondents that such penalties are due and owing.

63. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). Respondents shall make all payments required by this Paragraph to EPA by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33

33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference stipulated penalties, Site/Spill ID Number 0714, and the EPA docket number (CERCLA-07-2014-0002) for this action.

At the time of payment, Respondents shall send notice that payment has been made as provided in Paragraph 50.c above.

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

65. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 30 days after the dispute is resolved by agreement or by receipt of EPA's decision and EPA provides a demand or invoice for the penalty payment amount.

66. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 63. 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 Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANT NOT TO SUE BY EPA

67. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs, both as defined by this Settlement Agreement. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of all obligations

under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Paragraph 50 (Payments for Future Response Costs). This covenant not to sue extends only to Respondents and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

68. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA 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 Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

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

a. liability for failure by Respondents 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.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

70. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Settlement Agreement, including, but not limited to:

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

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

c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or State law relating to the Work or Future Response Costs but excluding all claims against any federal department, agency or entity which may be identified as a potentially responsible party for response costs at the Site pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607.

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

XXII. OTHER CLAIMS

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

73. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not

limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

74. 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).

XXIII. EFFECT OF SETTLEMENT/CONTRIBUTION

75. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs. The Parties further 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 Respondents have, as of the Effective Date, resolved their liability to the United States for the Work and Future Response Costs.

76. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 30 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

77. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant Settlement Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XIX.

XXIV. INDEMNIFICATION

78. Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, contractors, subcontractors, employees, and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out the Work pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out the Work pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out the Work pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

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

80. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondent and any person for performance of Work, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondent and any person for performance of Work, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

81. At least 5 days prior to commencing any on-Site work under this Settlement Agreement, Respondents shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of 3 million dollars, combined single limit, naming EPA as an additional insured. Within the same time period, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their 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 Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate 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 Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. FINANCIAL ASSURANCE

82. Within 60 days after the Effective Date, Respondents shall establish and maintain financial security for the benefit of EPA in the estimated amount of performing the Work in one or more of the following forms, in order to secure the full and final completion of the Work to be performed by Respondents pursuant to this Settlement Agreement:

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;

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 written guarantee to pay for or perform the Work provided by one or more parent companies of a Respondent, or by one or more unrelated companies that have a substantial business relationship with at least one Respondent, including a demonstration that any such guarantor company satisfies the financial test requirements of 40 C.F.R. § 264.143(f); and/or

f. a demonstration of sufficient financial resources to pay for the Work made by one or more Respondent, which shall consist of a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. § 264.143(f).

83. 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, Respondents shall, within 30 days after 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 82, above. In addition, if at any time EPA notifies Respondents that the anticipated cost of

completing the Work has increased, then, within 30 days after such notification, which shall include the amount of the anticipated increased cost, Respondents shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

84. If Respondents seek to ensure completion of the Work through a guarantee pursuant to Paragraph 82.e or 82.f of this Settlement Agreement, Respondents shall: (a) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. § 264.143(f); and (b) resubmit sworn statements conveying the information required by 40 C.F.R. § 264.143(f) annually, on the anniversary of the Effective Date or such other date as agreed by EPA, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. § 264.143(f) references a sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates, the dollar amount to be used in the relevant financial test calculations shall be the cost estimate for the Work to be performed under this Settlement Agreement at the Site plus any other RCRA, CERCLA, TSCA, or other federal environmental obligations financially assured by the relevant Respondent or guarantor to EPA by means of passing a financial test.

85. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the initial estimate, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to 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, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution). Respondents may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

86. Respondents 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, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVII. MODIFICATIONS

87. EPA's Project Coordinator may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of such oral direction. Any other

requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

88. If Respondents seek permission to deviate from any approved work plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from EPA's Project Coordinator pursuant to Paragraph 87.

89. No informal advice, guidance, suggestion, or comment by EPA's Project Coordinator or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVIII. ADDITIONAL REMOVAL ACTION

90.

a. If EPA determines that additional removal actions must be performed in order to accomplish the Work required by this Settlement Agreement, EPA will notify Respondents of that determination. Unless otherwise stated by EPA, within 30 days after receipt of notice from EPA that additional removal actions are necessary to protect public health, welfare, or the environment, Respondents shall submit for approval by EPA a work plan for the additional removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Settlement Agreement.

b. Respondents shall confirm their willingness to perform any additional removal actions requested by EPA pursuant to subparagraph a, above, in writing to EPA within 15 days of receipt of the EPA request. If Respondents disagree with EPA's determination that the additional removal actions must be performed in order to accomplish the Work required by this Settlement Agreement, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution).

c. Upon EPA's approval of any additional removal action work plan pursuant to Section VIII, Respondents shall implement the work plan for such additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the authority of EPA's Project Coordinator to make oral modifications to any plan or schedule pursuant to Section XXVII (Modifications).

XXIX. NOTICE OF COMPLETION OF WORK

91. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including record retention, EPA will provide written notice to Respondents. If EPA determines that such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement. EPA will provide written notice to Respondents in response to a draft or final Final Report pursuant to this Paragraph within 1 year of EPA's receipt of the document from Respondents.

XXX. INTEGRATION

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

XXXI. EFFECTIVE DATE

93. This Settlement Agreement shall be effective upon the date that it is signed by the Director of EPA Region 7's Superfund Division, or his/her delegate, provided, however, that if EPA does not send the Settlement Agreement to Respondents within 3 days of such signature, all dates applicable to Respondents which are to be calculated from the Effective Date shall be calculated based on Respondent's actual receipt of the fully executed Settlement Agreement and not the date of such signature.

WLLFOIA4312 - 001 - 0046828

The undersigned representative of Bridgeton Landfill, LLC certifies that it is fully authorized to enter into this Settlement Agreement and to bind Bridgeton Landfill, LLC to this document.

Agreed this 15th day of April, 2014.

FOR BRIDGETON LANDFILL, LLC

W.T. Eggleston Jr
Signature

W.T. Eggleston, Jr.
Printed

VP
Title

The undersigned representative of Rock Road Industries, Inc. certifies that it is fully authorized to enter into this Settlement Agreement and to bind Rock Road Industries, Inc. to this document.

Agreed this 16th day of April, 2014.

FOR ROCK ROAD INDUSTRIES, INC.

W. T. Eggleston Jr.
Signature

W. T. Eggleston, Jr.
Printed

VP
Title

In the matter of:
Westlake Landfill Superfund Site
Bridgeton Landfill, LLC and Rock Road Industries, Inc.
Administrative Settlement Agreement and
Order on Consent for Removal Action - Preconstruction Work

Agreed to and Ordered this 16th day of April, 2014.

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY

For

Karl Brooks
Regional Administrator

David Hoefer
Attorney, Office of Regional Counsel

WLLFOIA4312 - 001 - 0046831

West Lake Landfill
Missouri River
AUBUCHON RD
MISSOURI BOTTOM RD
ST CHARLES ROCK RD
OLD ST CHARLES ROCK RD
FERGUSON LN
PROUHET RD
TAUSSIG AVE
ST LOUIS MILLS CIR
PARK 370 BLVD
TESON DR
TESON RD
TULIP TREE LN
DUNN RD
VILLE CECELIA LN
BROWN RD
MANTECA LN
ENTERPRISE WAY
SHORELINE DR
EARTH CITY EXPY
LAKEFRONT DR
RIDER TRAIL SOUTH
FOERSTER DR
RIVERPORT DR
PENN JUNCTION RD
RICHARD FARM RD
COTTONWOOD DR
CREVE COEUR MILL RD
WESFORD DR
SNYDER MILL RD
RIVER RD
ROSE LN
RIVER BLUFF DR
MANDEVILLE DR
GIST PARK DR
GIST RD
FRANCLAR DR
FEE FEE RD
SURREY LN
CARDINAL LN
DE GRANDE DR
AIR LN
LONG RD
HUNTER AVE
DE PAUL DR
DE PAUL LN
MC KELVEY RD
MONTER DR
LOCKE DR
HARMONY LN
AVERY LN
LOCKPORT DR
LAMBERT DR
OLD ST CHARLES RD
APPLE TREE LN
SMILEY RD
TERRY AVE
FEE FEE RD
ADIE RD
CYPRESS RD
FRANKS RD
ILLINOIS AVE
KENNETH AVE
CAMPUS PKWY
PHANTOM DR
370
70
180
N
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Figure 1

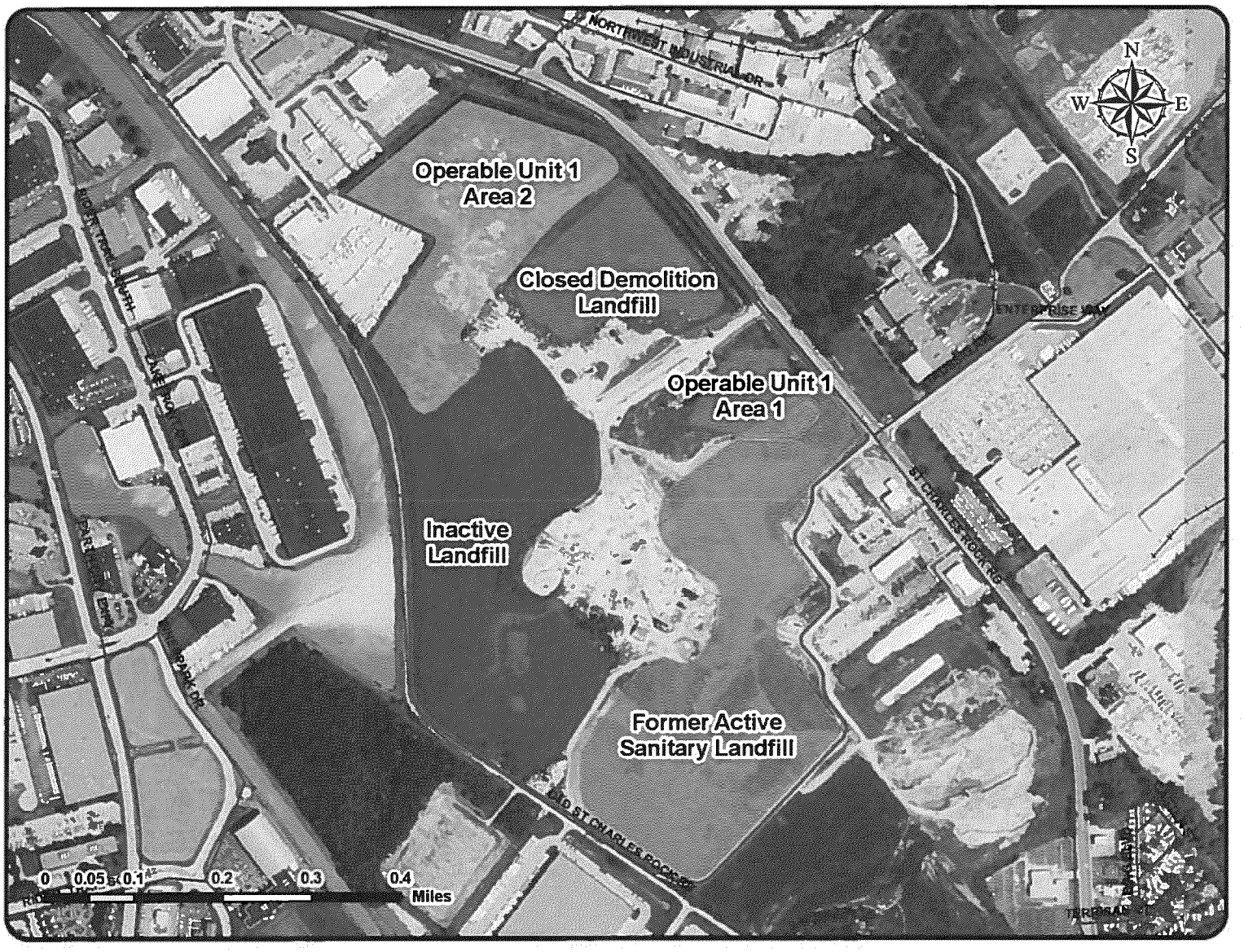

Figure 2

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