

RESOLUTION R-99-13

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A HIGHWAY AUTHORITY AGREEMENT AND AN INDEMNITY AGREEMENT
(Tom's Service Center) – 206 North Main Street**

WHEREAS, Tom's Service Center, as the owner of the property at 206 North Main Street (hereinafter "Property") has requested that the Corporate Authorities of the City of Wheaton adopt a Highway Authority Agreement for the Property; and

WHEREAS, the Illinois Environmental Protection Agency requires the use of a standard Highway Authority Agreement ("HAA"); and

WHEREAS, the Corporate Authorities of the City of Wheaton have considered the request but are unwilling to approve the HAA form in absence of the simultaneous execution and adoption of a recordable Indemnity Agreement; and

WHEREAS, Tom's Service Center has agreed to execute a recordable Indemnity Agreement to provide protections to the City of Wheaton not contained within the HAA.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois that the Mayor is hereby authorized to sign, and the City Clerk is hereby directed to attest to the signature of the Mayor, the following:

a.) that certain Highway Authority Agreement between the City of Wheaton and Tom's Service Center attached hereto and incorporated herein as fully set forth as Exhibit A; and

b.) that certain Indemnity Agreement between the City of Wheaton and Tom's Service Center attached hereto and incorporated herein as fully set forth as Exhibit B.

The City Clerk shall record the Indemnity Agreement at the Office of the DuPage County Recorder.

ADOPTED this 16th day of December, 2013.



Michael J. Suess
Mayor



Sean Bennett
City Clerk

Roll Call Vote

Ayes:	Councilman Scalzo Councilman Suess Councilman Prendiville
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Councilman Rutledge
Councilman Saline
Mayor Gesk
Councilwoman Pacino Sanguinetti
Nays: None
Absent: None

Motion Carried Unanimously

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES
LIMITED INDEMNIFICATION AGREEMENT

This Limited Indemnification Agreement ("Agreement") is entered into this 16th day of December, 2013 between Tom's Service Center, ("Owner") and the City of Wheaton ("City"), pursuant to 35 Ill. Admin. Code Section 742.1020 as follows:

1. The Consideration for this Agreement shall be Owner not having to immediately undertake soil remediation for property owned by the City associated with incident No. 20001800 and the City's agreement to enter into a Highway Authority Agreement attached hereto as Exhibit A.
2. This Agreement shall not be binding upon the City until it is approved by the Corporate Authorities of the City of Wheaton, by resolution or ordinance, executed by the Mayor, and attested to by the City Clerk.
3. Owner is pursuing a correction action of a Site and of the right-of-way adjacent to the boundary of the Site (the "Right-of-Way") located at 206 N. Main Street (the northwest corner of the intersection of Main Street and Wesley Street), Wheaton, Illinois (the "Site"). The Right-of-Way is depicted on Exhibit B.
4. Owner intends to request risk-based, site specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.
5. Under these rules, use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement ("HAA") as defined in 35 Ill. Admin. Code Section 742.1020. Under rules adopted by the Illinois Pollution Control Board ("IPCB"), the HAA must follow the form set forth in Exhibit A.

6. In order to induce the City to enter into the HAA, Owner agrees to indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the City, and the City's agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site.

7. As an additional consideration, Owner agrees to reimburse the City for the reasonable costs it has incurred prior to the date of this Agreement in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of contaminants at this Site.

8. This Agreement shall not limit the City's ability to construct, reconstruct, improve, repair, maintain, vacate or alienate in other way any portion of or all of Right-of-Way upon its property. To that extent, the City reserves the right and the right of those using its property under permit to remove contaminated soil or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment. Subject to the provisions of this Agreement, the City will first give Owner thirty (30) days written notice, unless there is an immediate threat to the health or safety to any individual or to the public (the "Notice Period"), that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil or groundwater to the extent necessary for its work. Failure to give notice is not a violation of this Agreement.

9. Owner shall be responsible for Incremental Increase (as defined below) in costs and expenses, if any, associated with the disposal of contaminated soil and disposal or treatment of contaminated soil and disposal or treatment of contaminated groundwater caused by the former UST system on the Site and encountered during activities noted in 8 above, in accordance with the following guidelines and requirements:

- City's written notification to Owner shall state the dates during which work will be performed and the notification shall contain detailed work plans;
- During the Notice Period, the City and Owner will coordinate and cooperate with each other in planning the simultaneous performance, to the extent reasonably practical, of the work and removal activities at the Site in such a manner as to minimize cost and time for the City and Owner, including agreeing upon the scope and schedule of the removal activities and the schedule of the transporters and trucks needed for disposal;

Incremental Increases shall mean those costs which are in excess of the amount that the City had reasonably budgeted for the construction work that it would not have had to expend but for the requirement to remove contaminants.

10. Except for emergency situations, during the Notice Period, Owner will collect representative soil and groundwater samples for BTEX analyses from the Right-of-Way.

11. Soil with BTEX levels below the applicable State cleanup standards use will be considered "clean". Soil determined to be "clean" may be used by the City for back-filling or other work. The City shall, at its cost and expense, remove and properly dispose of any such "clean" soil should the City decide not use such clean soil for back-filling or other work so long as the "clean" soil can be disposed of at a non-special handling treatment, storage or disposal facility or landfill. Any soil that must disposed of at a special handling treatment, storage or

disposal facility or landfill, or soil with BTEX readings in excess of the applicable state clean-up standards will be considered “contaminated”. The City, with the cooperation of the Owner, shall segregate any such contaminated soil from clean soil and place the contaminated soil in trucks provided by the Owner at the Owner’s sole cost and expense. Owner shall, at its sole cost and expense, transport and properly dispose of any such contaminated soil off site at a special handling treatment, storage or disposal facility or any other facility legally capable of accepting such soil. Whether such soils must be transported and disposed of at a permitted treatment, storage or disposal facility or any other facility legally capable of accepting such soils shall be subject solely to the determination of an environmental engineer retained by the City who is reasonably acceptable to Owner at the Owner’s reasonable expense. If the City would not have used the soil so removed for backfill in the Right-of-Way or if the soils so removed were removed solely for the purpose of reaching contaminated soils, the City shall reimburse Owner for the reasonable trucking and disposal cost it would have paid for the removal of the soil to a non special waste facility;

12. Groundwater with BTEX levels below the applicable State clean-up standards will be considered “clean” unless such liquids must be transported and disposed of at a special handling treatment, storage or disposal facility. Such “clean” liquids may remain at the Right-of-Way in the City’s discretion. If the liquids do not require transport and disposal at a special handling treatment, storage or disposal facility, the City may remove such liquids at its sole cost and expense. Any liquids requiring transport and disposal at a special handling treatment, storage or disposal facility shall be considered contaminated and shall be transported and properly disposed of off-site at a special handling treatment, storage or disposal facility by Owner at the Owner’s sole cost and expense. Whether such liquids must be transported and disposed of at a permitted

treatment, storage or disposal facility or any other facility legally capable of accepting such liquids shall be subject solely to the determination of an environmental engineer retained by the City who is reasonably acceptable to Owner at the Owner's reasonable expense.

13. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site.

14. Should Owner not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City's option, upon written notice to Owner by the City that those costs have not been reimbursed. Owner may cure that problem within twenty (20) working days by making payment, or may seek to enjoin that result.

15. This Agreement shall continue in effect from the date of this Agreement until the HAA is no longer required as set forth in said HAA.

16. Even though the Owner shall remain obligated under the terms and conditions of this Agreement upon transfer of title, it shall be binding upon all successors and interest to the Owner. A successor in the interest of the City shall include any entity or person to which the City would transfer jurisdiction of the Right-of-Way. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway.

17. This Agreement is in settlement of claims the City may have arising from the release of Contaminants into the Right-of-Way associated with incident number 20001800.

18. Written notice required by this Agreement shall be mailed to the following:

If to Owner:

Name:	Tom Niketopoulos, Agent
Company:	Tom's Service Center
Street:	206 N. Main Street
City, State, Zip:	Wheaton, IL 60187

If to City:

Name: Paul Redman, Director
Engineering Department
Street: 303 West Wesley Street
City, State, Zip: Wheaton, IL 60187

19. The City's sole responsibility under this Agreement shall be to comply with the HAA and the provisions set forth herein.

20. No violation of a permit by a third-party shall constitute a breach of this agreement by the City. Owner hereby releases the City from liability for breach of this Agreement by others under permit and indemnifies the City against claims that may arise from others under permit causing a breach of this Agreement. Owner agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating the Right-of-Way about this Agreement. This obligation shall include the requirement to appear, defend, and indemnify the City from any claim by the IEPA that it has violated any term of the HAA.

21. Should the City breach this Agreement, Owner's sole remedy shall be an action in the Eighteenth Judicial Circuit Court for specific performance of this Agreement. Any and all claims for damage against the City, its agents, its contractors, its employees or its successor in interest arising anytime for the breach of this Agreement are hereby fully waived and release. Other than an action for specific performance, no other breach by the City, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by Owner against the City or them and Owner hereby releases the City, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental law, regulation or common law governing the contaminated soil or groundwater in the highway

Right-of-Way, Owner may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

22. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws and under its right and obligations as a highway authority. Should any provisions of this Agreement be struck down as beyond the authority of the City, however, this Agreement shall be null and void.

23. In the event the City wishes to record this Agreement, it shall be recorded against the property identified in Exhibit C.

IN WITNESS WHEREOF, Owner, Tom's Service Center, has caused this Agreement to be signed by its duly authorized representative.

BY: 

Tom Niketopoulos
Agent

DATE: 12-2-2013

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its duly authorized representative.

City of Wheaton

BY:



DATE: 12-16-13

ITS:

MAYOR

EXHIBIT A

HIGHWAY AUTHORITY AGREEMENT

AS ATTACHED

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 16th day of December, 2013 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Tom's Service Center ("Owner/Operator") and the (2) City of Wheaton ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Tom's Service Center is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 206 N. Main Street, Wheaton, Illinois 60187 ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 20001800 to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
2. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

3. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
4. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
5. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
6. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Property Owner or Owner/Operator
Tom's Service Center
206 N. Main Street
Wheaton, IL 60187

Mr. Don Rose, City Manager
City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Wheaton

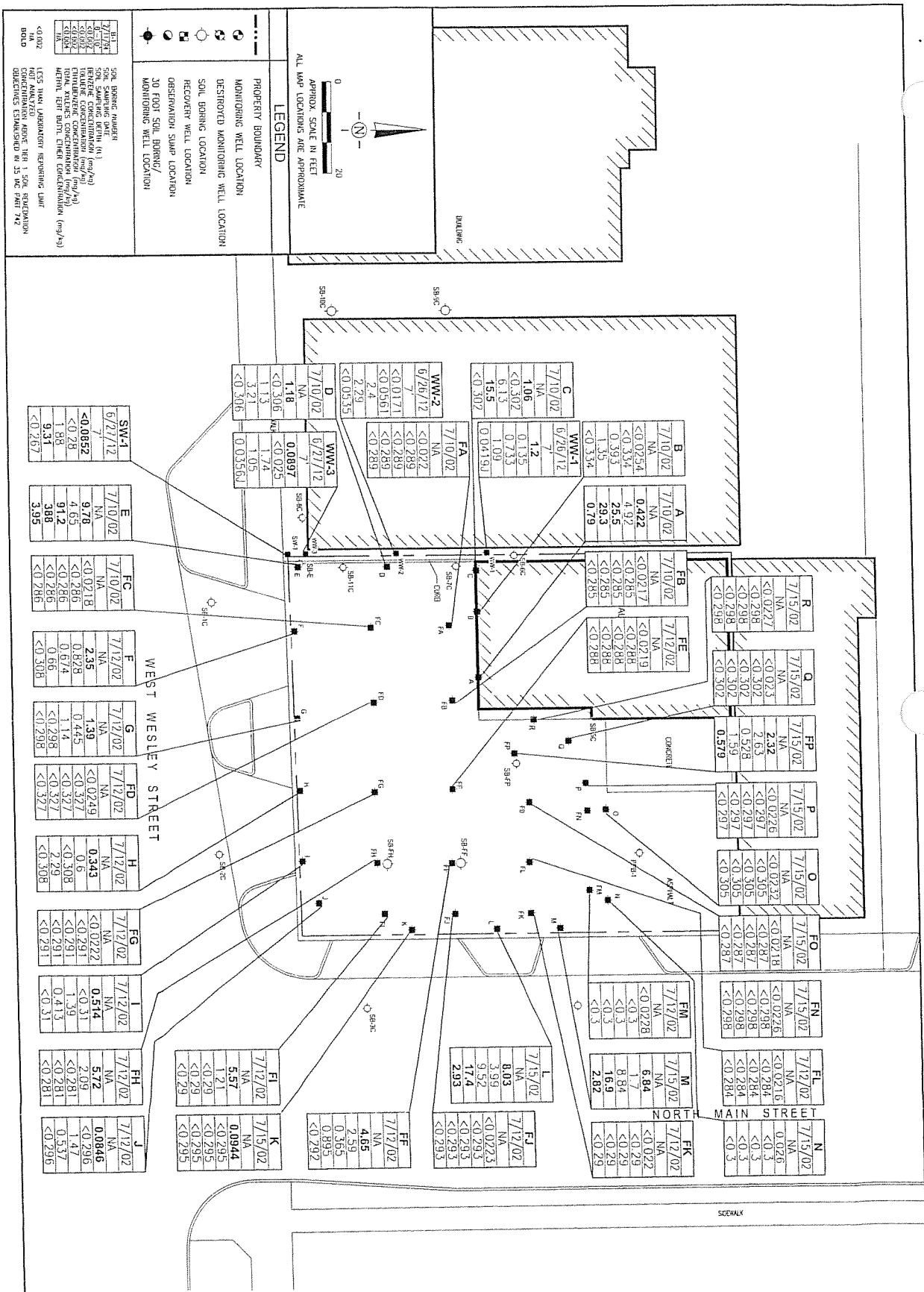
Date: 12-16-13

By: Michael J. Fresh
Its: Mayor

Tom's Service Center

Date: 12-2-2013

Tom's Service Center
By: 
Owner/Operator



A1	DRAWN BY:	SAA	SOIL ANALYTICAL RESULTS MAP EXCAVATION SAMPLES	Tom's Service Center 206 N. Main Street Wheaton, Illinois 60185 (630) 520-9973	TriCore Environmental, LLC 1800 West Hawthorne Lane, Suite P West Chicago, Illinois 60185
	APPROVED BY:	KTM			
	SCALE:	1" = 20'			
	DATE:	10/4/2013			
	DRAWING FILE:	MD12-146			

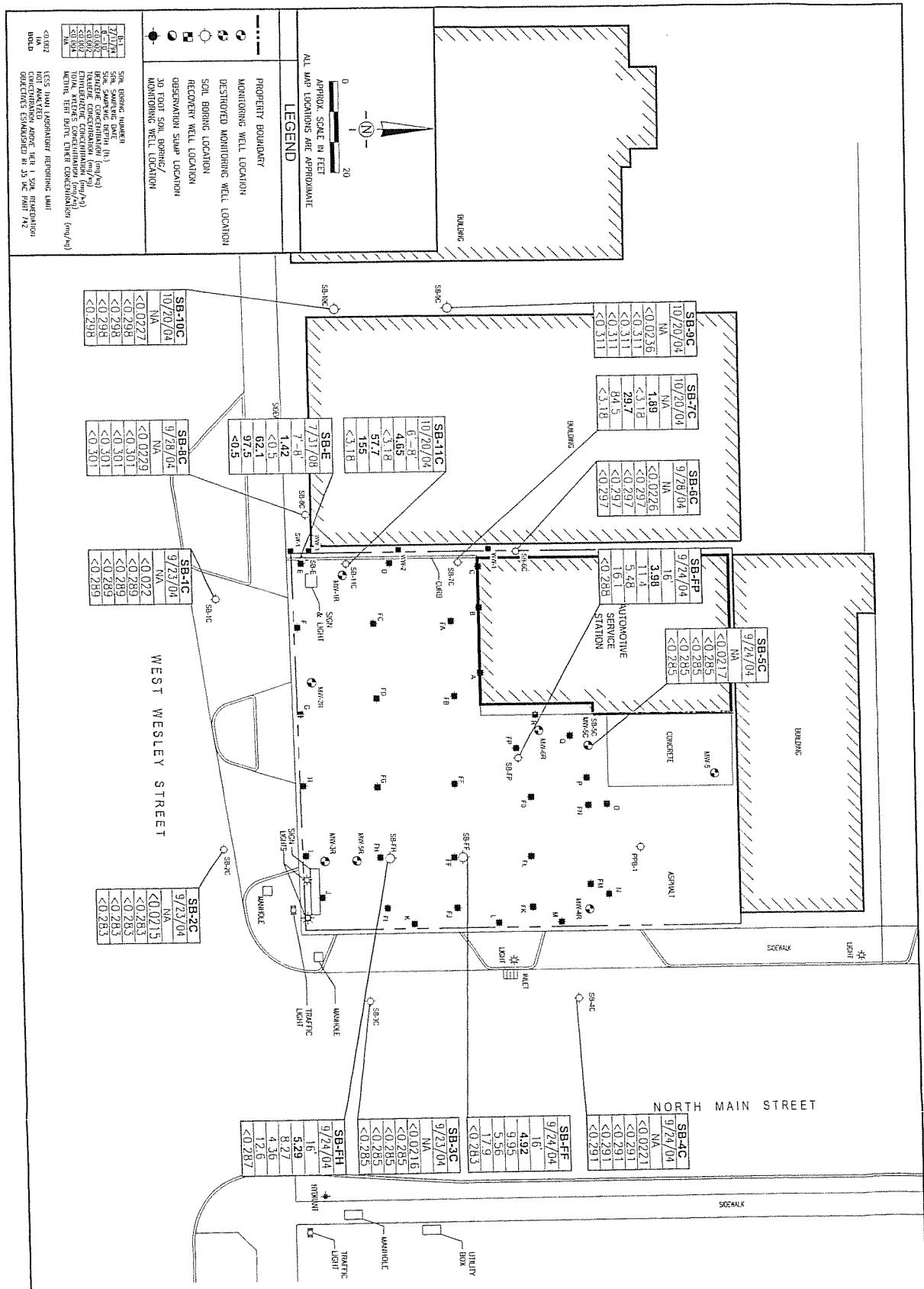
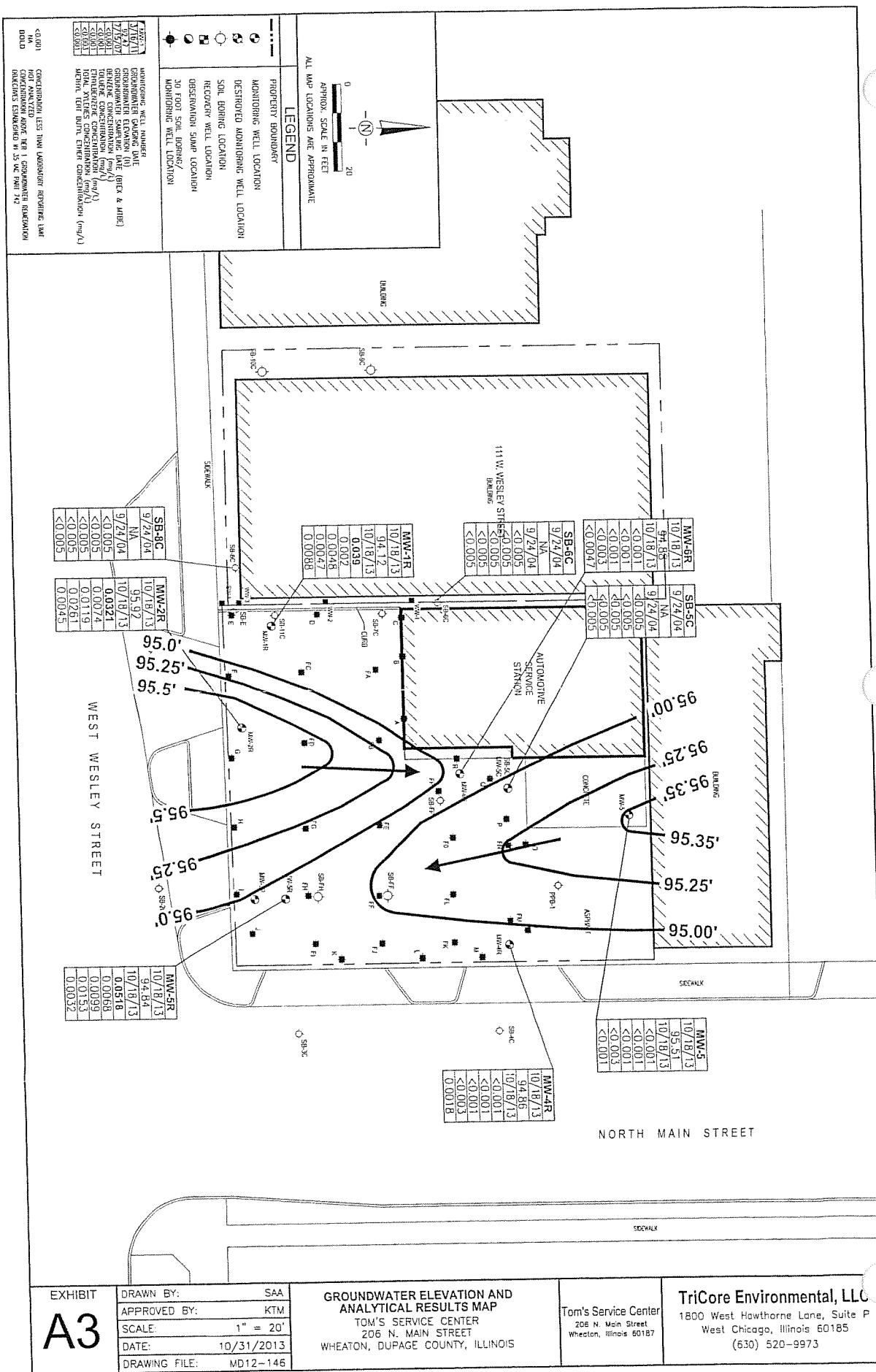


EXHIBIT A2	DRAWN BY: SAA	APPROVED BY: KTM	SOIL ANALYTICAL RESULTS MAP SOIL BORINGS TOM'S SERVICE CENTER 206 N. MAIN STREET WHEATON, DUPAGE COUNTY, ILLINOIS	Tom's Service Center 206 N Main Street Wheaton, Illinois 60185 (630) 520-9973	TriCore Environmental, LLC 1800 West Hawthorne Lane, Suite P West Chicago, Illinois 60185
SCALE: 1" = 20'	DATE: 10/4/2013	DRAWING FILE: MD12-146			



WILMINGTON, N.C., 17, ^{UNPUBLISHED} ~~UNPUBLISHED~~ ¹⁸⁷⁰
FARMERS ESTABLISHED IN 35 AC. PART 742

EXHIBIT
A3

DRAWN BY:	SAA
APPROVED BY:	KTM
SCALE:	1" = 20'
DATE:	10/31/2013
DRAWING FILE:	MD12-146

GROUNDWATER ELEVATION AND
ANALYTICAL RESULTS MAP

Tom's Service Center
208 N. Main Street

TriCore Environmental, LLC
1800 West Hawthorne Lane, Suite P
West Chicago, Illinois 60185
(630) 520-9973

EXHIBIT B1

Soil Analytical Results

Tom's Service Center
206 N. Main Street
Wheaton, DuPage County, Illinois

Tier 1 Exposure Routes				COCs and Tier 1 Soil Remediation Objectives				
				Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
SCGIER - Class 1 Groundwater				0.03	12	13	150	0.32
SCGIER - Class II Groundwater				0.17	29	19	150	0.32
Inhalation - Residential				0.8	650	400	320	8,800
Inhalation - Construction Worker				2.2	42	58	5.6	140
Ingestion - Residential				12	16,000	7,800	16,000	780
Ingestion - Construction Worker				2,300	410,000	20,000	41,000	2,000
Soil Saturation Limit - Outdoor Inhalation				800	580	350	280	8,400
Soil Saturation Limit - SCGIER				580	290	150	110	11,000
Sample ID	Date Sampled	Sample Depth (feet bsl)	FID or PID Reading (ppm)					
NW-E	26-Sep-00		<1	<0.025	<0.025	<0.025	0.0274	
NW-W	26-Sep-00		12	<0.025	9.5	40	6.33	
WW-N	26-Sep-00		10	<0.025	5.99	13	2.87	
WW-S	26-Sep-00		123	6.12	8.56	41.2	127	
EW-N	26-Sep-00		160	8.94	73.3	47.3	209	
EW-S	26-Sep-00		90	3.18	3.96	16.8	48.9	
SW-E	26-Sep-00		95	4.18	5.39	23.6	93.7	
SW-W	26-Sep-00		48	2.67	4.67	23.9	77.1	
FF	26-Sep-00		<1	<0.025	<0.025	<0.025	<0.025	
FE	26-Sep-00		<1	<0.025	<0.025	0.323	1.74	
FC	26-Sep-00		<1	0.0331	0.111	0.14	0.615	
FB	26-Sep-00		<1	<0.025	<0.025	0.0436	0.15	
FD	26-Sep-00		<1	0.0384	0.102	0.2	0.775	
FA	26-Sep-00		<1	<0.025	<0.025	<0.025	0.0411	
B-1	28-Mar-01	6-8	70	1.7	1.95	11.7	39.8	
B-2	28-Mar-01	6-8	70	1.98	0.976	6.45	5.26	
B-3	28-Mar-01	6-8	125	5.58	7.47	19.4	79.5	
B-4	28-Mar-01	6-8	135	8.2	9.03	13.8	47.2	
B-5	28-Mar-01	6-8	<1	<0.025	<0.025	<0.025	<0.025	
SB-1B	9-Apr-02	6-8	<1	<0.0227	<0.298	<0.298	<0.298	
SB-2B	9-Apr-02	8-10	<1	<0.0226	<0.297	<0.297	<0.297	
SB-3B	9-Apr-02	8-10	<1	<0.0226	<0.292	<0.292	<0.292	
SB-4B	9-Apr-02	6-8	<1	<0.022	<0.289	<0.289	<0.289	
SB-5B	9-Apr-02	6-8	<1	<0.025	<0.025	<0.025	<0.025	
A	10-Jul-02		<1	0.422	4.92	25.5	29.3	0.79
B	10-Jul-02		<1	<0.0254	<0.334	0.393	1.35	<0.334
C	10-Jul-02		<1	1.06	<0.302	6.13	15.5	<0.302
D	10-Jul-02		<1	1.18	<0.306	1.13	3.21	<0.306
E	10-Jul-02		<1	9.78	4.65	91.2	388	3.95
F	12-Jul-02		<1	2.35	0.828	0.674	0.66	<0.308
G	12-Jul-02		<1	1.39	0.445	1.14	<0.298	<0.298
H	12-Jul-02		<1	0.343	0.6	<0.308	2.29	<0.308
I	12-Jul-02		<1	0.514	<0.31	1.39	0.413	<0.31
J	12-Jul-02		<1	0.0846	<0.296	1.47	0.537	<0.296
K	15-Jul-02		<1	0.0944	<0.295	<0.295	<0.295	<0.295
L	15-Jul-02		<1	8.03	3.99	9.52	17.4	2.93
M	15-Jul-02		<1	6.84	1.7	8.84	16.9	2.82
N	15-Jul-02		<1	0.026	<0.3	<0.3	<0.3	<0.3
O	15-Jul-02		<1	<0.0232	<0.305	<0.305	<0.305	<0.305
P	15-Jul-02		<1	<0.0226	<0.297	<0.297	<0.297	<0.297
Q	15-Jul-02		<1	<0.023	<0.302	<0.302	<0.302	<0.302
R	15-Jul-02		<1	<0.0227	<0.298	<0.298	<0.298	<0.298
FA	10-Jul-02		<1	<0.022	<0.289	<0.289	<0.289	<0.289
FB	10-Jul-02		<1	<0.0217	<0.285	<0.285	<0.285	<0.285
FC	10-Jul-02		<1	<0.0218	<0.286	<0.286	<0.286	<0.286
FD	12-Jul-02		<1	<0.0249	<0.327	<0.327	<0.327	<0.327

EXHIBIT B1

Soil Analytical Results

Tom's Service Center
 206 N. Main Street
 Wheaton, DuPage County, Illinois

Tier 1 Exposure Routes			COCs and Tier 1 Soil Remediation Objectives				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
Ingestion - Residential			12	16,000	7,800	16,000	780
Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
FE	12-Jul-02		<1	<0.0219	<0.288	<0.288	<0.288
FF	12-Jul-02		<1	4.65	2.59	0.365	0.895
FG	12-Jul-02		<1	<0.0222	<0.291	<0.291	<0.291
FH	12-Jul-02		<1	5.72	2.09	<0.281	<0.281
FI	12-Jul-02		<1	5.57	1.21	<0.29	<0.29
FJ	12-Jul-02		<1	<0.0223	<0.293	<0.293	<0.293
FK	12-Jul-02		<1	<0.022	<0.29	<0.29	<0.29
FL	12-Jul-02		<1	<0.0216	<0.284	<0.284	<0.284
FM	12-Jul-02		<1	<0.0228	<0.3	<0.3	<0.3
FN	15-Jul-02		<1	<0.0226	<0.298	<0.298	<0.298
FO	15-Jul-02		<1	<0.0218	<0.287	<0.287	<0.287
FP	15-Jul-02		<1	2.32	2.63	0.528	1.59
SB-1C	23-Sep-04			<0.022	<0.289	<0.289	<0.289
SB-2C	23-Sep-04			<0.0215	<0.283	<0.283	<0.283
SB-3C	23-Sep-04			<0.0216	<0.285	<0.285	<0.285
SB-4C	24-Sep-04			<0.0221	<0.291	<0.291	<0.291
SB-5C	24-Sep-04			<0.0217	<0.285	<0.285	<0.285
SB-6C	28-Sep-04			<0.0226	<0.297	<0.297	<0.297
SB-7C	20-Oct-04			1.89	<3.18	29.7	84.5
SB-8C	28-Sep-04			<0.0229	<0.301	<0.301	<0.301
SB-FP	24-Sep-04	16	<1	3.98	11.4	5.48	16.1
SB-FF	24-Sep-04	16	<1	4.92	9.95	5.56	17.9
SB-FH	24-Sep-04	16	<1	5.29	8.27	4.36	12.6
SB-9C	20-Oct-04			<0.0236	<0.311	<0.311	<0.311
SB-10C	20-Oct-04			<0.0227	<0.298	<0.298	<0.298
SB-11C	20-Oct-04	6-8		4.65	<3.18	57.7	155
SB-E	31-Jul-08	7-8	156	1.42	<0.5	62.1	97.5
WW-1	26-Jun-12	7	3492	1.2	0.135	0.733	1.09
WW-2	26-Jun-12	7	3784	<0.0171	<0.0561	2.4	2.29
WW-3	27-Jun-12	7	3485	0.0897	<0.025	1.74	1.05
SW-1	27-Jun-12	7	3850	<0.0852	<0.28	1.88	9.31
							<0.267

Notes:

- 1) SCGIER = soil component of the groundwater ingestion exposure route; FID = flame ionization detector; PID = photoionization detector; COCs = constituents of concern
- 2) b/s = below land surface; mg/kg = milligrams per kilogram; ppm = parts per million
- 3) <0.065 = concentration less than the laboratory reporting limit
- 4) Bold = a concentration above the Tier 1 soil remediation objective(s) established in 35 Illinois Administrative Code Part 742
- 5) All soil samples were analyzed for methyl tertiary butyl ether (MTBE) and/or benzene, toluene, ethylbenzene, and total xylenes using United States Environmental Protection Agency Method 8260 or 8021
- 6) Shading = not sampled for specific analysis or SB-6 was resampled by SB-18

EXHIBIT B2

Groundwater Elevation and Analytical Results

Tom's Service Center
 206 N. Main Street
 Wheaton, DuPage County, Illinois

Tier 1 Exposure Routes					COCs and Tier 1 Groundwater Remediation Objectives				
					Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)	MTBE (mg/L)
GCGIER - Class I Groundwater					0.005	1	0.7	10	0.07
GCGIER - Class II Groundwater					0.025	2.5	1	10	0.07
Well ID	Date Sampled	Elevation (feet)	Groundwater (feet below TOC)	Elevation (feet)					
MW-1	25-Oct-90				0.15	0.085	0.068	0.17	
MW-1	9-May-01	96.00	9.35	86.65	0.143	0.0096	0.00511	0.0807	
MW-2	25-Oct-90	98.80			<0.005	0.24	<0.005	<0.01	
MW-2	12-Sep-91	98.80			<0.005	<0.005	<0.005	<0.01	
MW-2	11-Sep-92	98.80			<0.002	<0.002	<0.002	<0.005	
MW-2	16-Apr-93	98.80			<0.002	<0.002	<0.002	<0.005	
MW-2	9-May-01	91.90	5.30	86.60	0.0391	ND	ND	0.0274	
MW-3	9-May-01	91.83	5.33	86.50	1.01	0.142	0.015	0.114	
MW-4	9-May-01	99.43	12.73	86.70	1.89	0.189	0.11	0.245	
MW-5	9-May-01	99.74	12.99	86.75	<0.0005	<0.005	<0.005	<0.005	
MW-5	11-Aug-08	99.74			<0.005	<0.005	<0.005	<0.005	<0.005
MW-5	18-Oct-13	100.94	5.43	95.51	<0.001	<0.001	<0.001	<0.003	<0.001
MW-1B	25-Apr-02				<0.0005	<0.005	<0.005	<0.005	
MW-2B	25-Apr-02				<0.0005	<0.005	<0.005	<0.005	
MW-3B	25-Apr-02				<0.0005	<0.005	<0.005	<0.005	
MW-4B	25-Apr-02				<0.0005	<0.005	<0.005	<0.005	
MW-5B	25-Apr-02				<0.0005	<0.005	<0.005	<0.005	
MW-1R	12-Aug-02		well dry						
MW-1R	14-Aug-02		well dry						
MW-1R	16-Aug-02		well dry						
MW-1R	19-Aug-02		well dry						
MW-1R	6-Oct-04				0.749	0.0119	0.662	0.261	0.0768
MW-1R	11-Aug-08				0.436	0.609	0.0187	0.221	<0.005
MW-1R	18-Oct-13	98.40	4.28	94.12	0.039	0.002	0.0048	0.0047	0.0088
MW-2R	12-Aug-02		well dry						
MW-2R	14-Aug-02		well dry						
MW-2R	16-Aug-02		well dry						
MW-2R	19-Aug-02		well dry						
MW-2R	23-Sep-04				0.04	<0.005	<0.005	<0.005	<0.005
MW-2R	11-Aug-08				0.0423	0.0112	0.0086	0.0248	0.0098
MW-2R	18-Oct-13	99.10	3.18	95.92	0.0321	0.0074	0.0119	0.0261	0.0045
MW-3R	12-Aug-02		well dry						
MW-3R	14-Aug-02		well dry						
MW-3R	16-Aug-02		well dry						
MW-3R	19-Aug-02		well dry						
MW-3R	18-Oct-13		Unable to locate well						
MW-4R	12-Aug-02		well dry						
MW-4R	14-Aug-02		well dry						
MW-4R	16-Aug-02		well dry						
MW-4R	19-Aug-02		well dry						
MW-4R	23-Sep-04				0.00259	<0.005	<0.005	<0.005	0.0399
MW-4R	11-Aug-08				<0.005	<0.005	<0.005	<0.005	<0.005
MW-4R	18-Oct-13	99.96	5.10	94.86	<0.001	<0.001	<0.001	<0.003	0.0018
MW-5R	12-Aug-02		well dry						
MW-5R	14-Aug-02		well dry						
MW-5R	16-Aug-02		well dry						
MW-5R	19-Aug-02		well dry						
MW-5R	23-Sep-04				<0.0005	<0.005	<0.005	<0.005	<0.005
MW-5R	11-Aug-08				0.0461	0.0072	0.0068	0.0166	0.007
MW-5R	18-Oct-13	98.86	4.02	94.84	0.0518	0.0068	0.0099	0.0153	0.0032

EXHIBIT B2

Groundwater Elevation and Analytical Results

Tom's Service Center
 206 N. Main Street
 Wheaton, DuPage County, Illinois

Tier 1 Exposure Routes			COCs and Tier 1 Groundwater Remediation Objectives						
			Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)	MTBE (mg/L)		
GCGIER - Class I Groundwater			0.005	1	0.7	10	0.07		
GCGIER - Class II Groundwater			0.025	2.5	1	10	0.07		
MW-6R	12-Aug-02		well dry						
MW-6R	14-Aug-02		well dry						
MW-6R	16-Aug-02		well dry						
MW-6R	19-Aug-02		well dry						
MW-6R	23-Sep-04								
MW-6R	11-Aug-08								
MW-6R	18-Oct-13	100.10	5.22	94.88	0.0828 <0.005 <0.001	0.0229 <0.005 <0.001	0.0152 <0.005 <0.001	0.0342 <0.005 <0.003	<0.005 <0.005 0.0047
SB-5C	24-Sep-04				<0.005	<0.005	<0.005	<0.005	
SB-6C	24-Sep-04				<0.005	<0.005	<0.005	<0.005	
SB-8C	24-Sep-04				<0.005	<0.005	<0.005	<0.005	

Notes:

- 1) GCGIER = groundwater component of the groundwater ingestion exposure route; COCs = constituents of concern
- 2) mg/L = milligrams per liter; TOC = top-of-casing
- 3) <0.005 = concentration less than the laboratory reporting limit
- 4) Bold = a concentration above the Tier 1 groundwater remediation objective(s) established in 35 Illinois Administrative Code Part 742
- 5) All groundwater samples were analyzed for benzene, toluene, ethylbenzene, total xylenes, and methyl tertiary butyl ether (MTBE) using United States Environmental Protection Agency Method 8021
- 6) Shading = not available or not sampled for specific analysis

EXHIBIT B

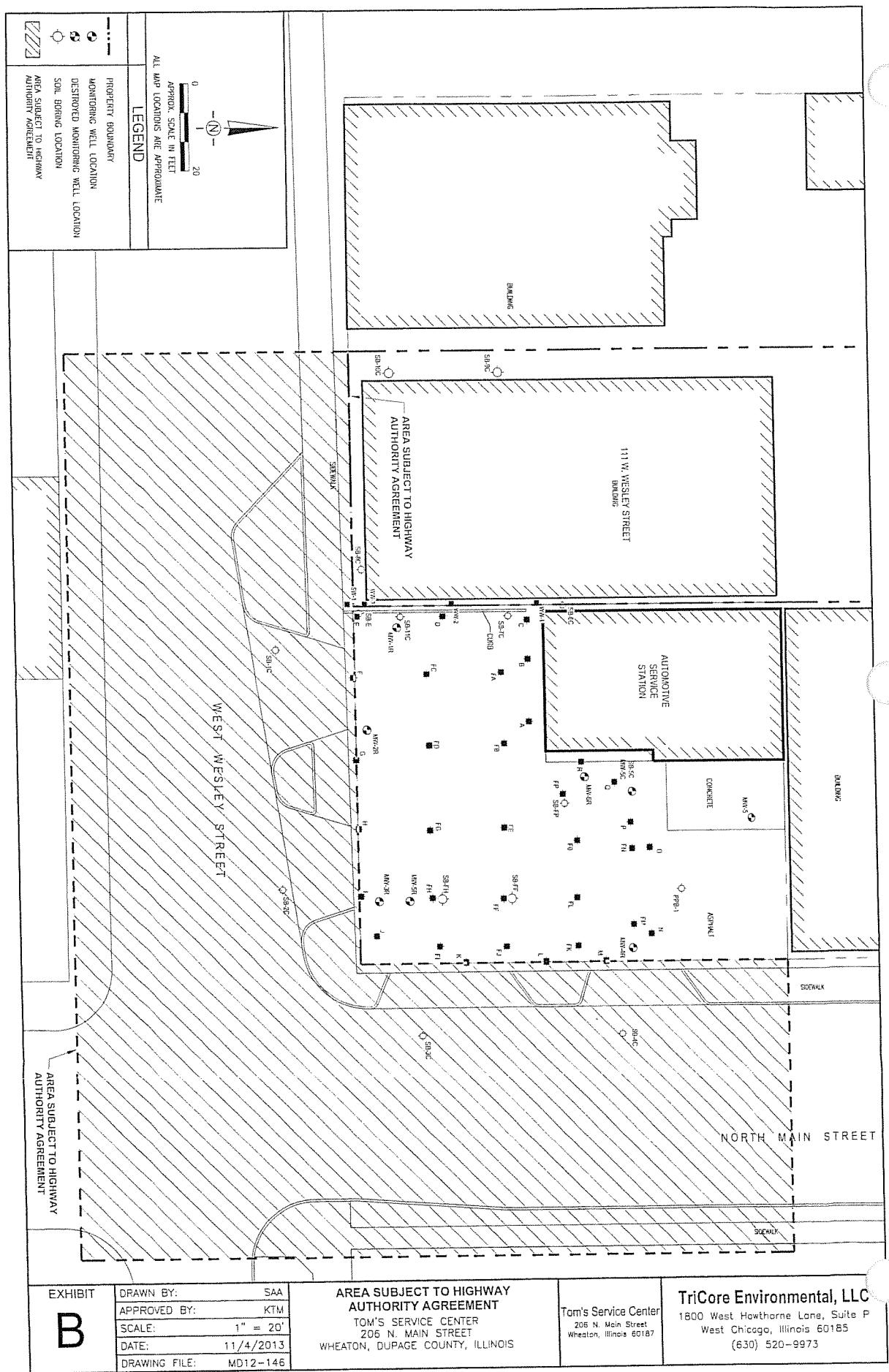


EXHIBIT B	DRAWN BY:	SAA	AREA SUBJECT TO HIGHWAY AUTHORITY AGREEMENT TOM'S SERVICE CENTER 206 N. MAIN STREET WHEATON, DUPAGE COUNTY, ILLINOIS	Tom's Service Center 206 N. Main Street Wheaton, Illinois 60187	TriCore Environmental, LLC 1800 West Hawthorne Lane, Suite P West Chicago, Illinois 60185 (630) 520-9973
	APPROVED BY:	KTM			
	SCALE:	1" = 20'			
	DATE:	11/4/2013			
	DRAWING FILE:	MD12-146			

EXHIBIT C

Legal Description of the Site

EXHIBIT A LEGAL DESCRIPTION OF PREMISES

The South 100 feet of the East 80 feet of Block 6 of Vallette and Beard's Addition to the Town of Wheaton, in the West Half of the Northwest Quarter of Section 16, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

~~R. P. #05-16-133-013~~

