

## COUNCIL WORKSHOP ITEM

**ITEM:** Highway Authority Agreement – Amoco Station at Ogden & Main  
**DATE:** January 31, 2002  
**PREPARED BY:** Daniel P. Blondin, Village Attorney  
**PURPOSE:** To transmit a request from the Amoco Service Station at 4314 South Main Street that the Village enter into a “Highway Authority Agreement” in relation to contamination of soils under Village roadways

### DISCUSSION:

The Village has been requested to approve a “Highway Authority Agreement” with BP Products North America, Inc., owner of the Amoco station at the southwest corner of Ogden Avenue and Main Street. As you may be aware, when this station was rebuilt, it was determined that a certain level of contaminants were found in the soil under the station and under the surrounding roadways. Environmental laws require that this contamination be “remediated”. Remediation can take several forms including removal of the contaminated soil or placing an engineered barrier which prevents further spread of the contamination. Where an engineered barrier is used and it is determined that the contamination has already spread beyond the limits of the site in question, the issue of off-site contamination must also be addressed. Environmental laws permit “institutional controls” to substitute for physical barriers as an approved method of remediating the contamination. In simple terms, this means that the owner and adjoining owners must agree not to use the property for wells from which potable water would be derived. This agreement is memorialized in one of three possible ways. First, where the municipality is involved, it may adopt an ordinance Village wide prohibiting the creation of new wells from which potable water would be derived. The Village staff is currently working to present such an ordinance to the Village Council. Once this ordinance is in place, any particular site seeking a no further remediation ruling by the IEPA could cite this as the institutional control necessary from the municipality. A second mechanism is an environmental land use agreement. Generally, this is an agreement between two private property owners which achieves the same result as described above. That is, both owners agree not to use wells within the contaminated areas for potable water supplies. A third method involves a private property owner and governmental entity having control or jurisdiction over an adjoining roadway. That is the situation presented to the Council with this request. Basically, the municipality must agree not to use wells within the adjoining roadway for potable water supplies. This agreement is reflected in the attached agreement entitled “Tiered Approach to Corrective Action Objectives Agreement”.

It is important to note that the owners of the Amoco property will remain liable in the event that the contaminated soil under the adjoining roadways must be removed. As regards to the Village, these adjoining roadways include Forest Avenue located to the west of the subject property and Main Street located to the east of the subject property. A site map is included with this material which shows the affected roadways. Also included is a copy of an article from the Illinois Municipal League Bulletin related to these Highway Authority agreements. Finally, I would note that the property owner has already entered into an agreement with the Illinois Department of Transportation as regards Ogden Avenue which adjoins this property on the north.

**ATTACHMENTS:**

A RESOLUTION AUTHORIZING EXECUTION OF A TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES AGREEMENT

TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES AGREEMENT

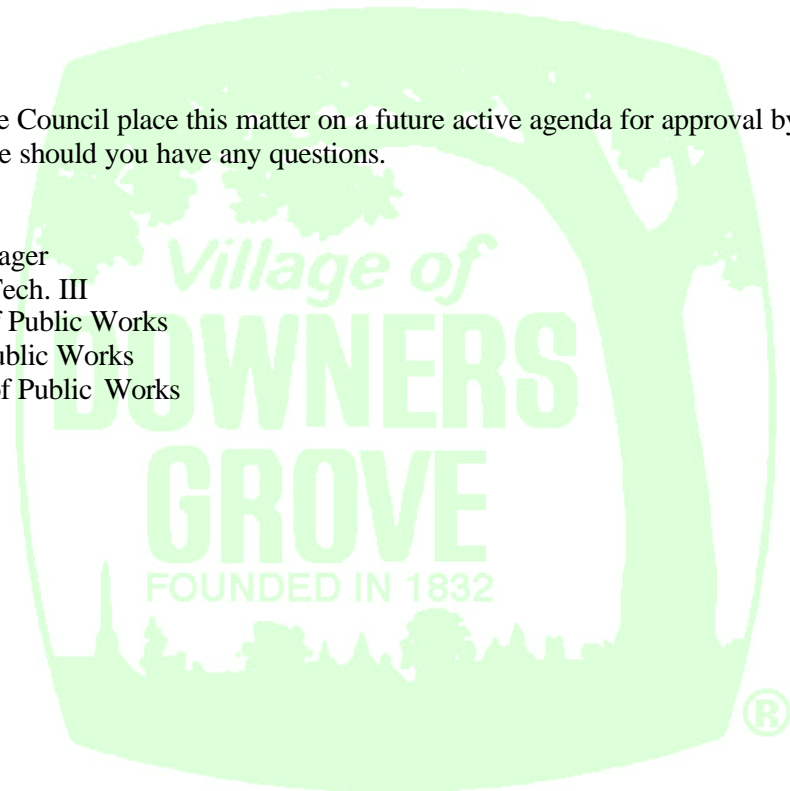
Illinois Municipal League Bulletin - Highway Authority agreements

**RECOMMENDATION:**

It is recommended that the Village Council place this matter on a future active agenda for approval by resolution. Feel free to contact me should you have any questions.

cc: Rick Ginex, Village Manager  
Arlene Balicki, Admin. Tech. III  
Jane Gerdes, Asst. Dir. of Public Works  
Jack Bajor, Director of Public Works  
Dave Conley, Asst. Dir. of Public Works

I:\mw\agenda02-itm\AmocoHA-agr



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A TIERED APPROACH TO  
CORRECTIVE ACTION OBJECTIVE AGREEMENT BETWEEN THE  
VILLAGE OF DOWNERS GROVE AND BP PRODUCTS NORTH AMERICA, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and BP Products North America, Inc. (the "Owner/Operator"), for certain corrective action and remediation objectives with regard to the contamination of soil and groundwater, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002 pursuant to 35 Ill. Admin. Code Section 742.1020 and by and between BP Products North America Inc. ("BP"), formerly known as Amoco Oil Company, as owner or operator of underground storage tank(s) ("Owner/Operator"), and the Village of Downers Grove, Illinois ("Village"), as follows:

1. This Agreement is not binding upon the Village until it is executed by the undersigned representative of the Village and prior to execution, this Agreement constitutes an offer by Owner/Operator.

2. Owner/Operator stipulates:

a. Owner/Operator is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 4314 South Main Street, Downers Grove, Illinois (the "Site").

b. Attached as Exhibit A is a site map which shows the area of estimated contaminant-impacted soil and groundwater at the time of this Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also attached as Exhibit A is a table showing the concentration of contaminants of concern, hereinafter "Contaminants," in the soil and groundwater within the area described in Exhibit A and which shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board ("IPCB") which are exceeded. The right-of-way, and only the right-of-way, as described in Exhibit B, hereinafter the "Right-of-Way," adjacent to the Site is subject to this Agreement. As the drawings in the Exhibits are not plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way lines.

The Right-of-Way is impractical to sample for Contaminants, however, the parties believe that the area of the Right-of-Way is adequate to encompass the soil and the groundwater within the Right-of-Way possibly impacted with Contaminants from a release at the Site.

c. The Illinois Emergency Management Agency has assigned incident numbers 931846, 001569 and 001717 to this release at the Site.

d. Owner/Operator intends to request risk-based, site specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.

e. 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 as defined in 35 Ill. Admin. Code Section 742.1020.

3. The Village stipulates:

The Village holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the Village has jurisdiction of the Right-of-Way. As such, the Village exercises sole control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit is required for said access.

4. The parties stipulate that:

a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable "Highway Authority Agreement" to IEPA, as the Village is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the release at levels above residential Tier 1 remediation objectives.

b. The IEPA must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" letter.

c. This Agreement shall be null and void should the IEPA not approve it or should it not be referenced in the "No Further Remediation" letter.

5. The Village promises the IEPA and the Owner/Operator that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, the Owner/Operator agrees to reimburse the Village for maintenance activities requested by Owner/Operator in writing in order to maintain it as a barrier. Except for ordinary maintenance consistent with that performed by the Village on other Village highways, the Village does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a Village highway or that it will maintain the Right-of-Way as an engineered barrier.

6. Provided that the Village provides Owner/Operator with notice within thirty (30) working days of receiving a claim, and further provides Owner/Operator with an opportunity to defend said claim, the Owner/Operator agrees to indemnify and hold harmless the Village, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the Village, and the Village'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 by the Owner/Operator.

7. As an additional consideration, Owner/Operator agrees to reimburse the Village for the reasonable costs it has incurred 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 by the Owner/Operator. The Village has documented those costs for Owner. Those costs amount to (Not Applicable). If costs have been incurred, a cashier's check made payable to "Village of Downers Grove" shall be tendered to the Village at the time Owner/Operator furnishes a signed Agreement to the Village for its signature. That check will be deposited when this Agreement is signed by all necessary parties.

8. This Agreement shall be binding upon all successors in interest to the Owner/Operator and to the Village. A successor in interest of the Village would include a highway authority to which the Village would transfer jurisdiction of the highway.

9. Violation of the terms of this Agreement by Owner/Operator, or its successors in interest, may be grounds for voidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the Village will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the Village has not cured the violation within such time as IEPA has granted to cure the violation.

10. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the Village, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

11. This Agreement is in settlement of claims the Village may have arising from the release of Contaminants into the Right-of-Way associated with incident numbers 931846, 001569 and 001717.

12. This Agreement does not limit the Village's ability to construct, reconstruct, improve, repair, maintain and operate (collectively "Work") a highway upon its property or to allow others to use the highway Right-of-Way by permit. To the extent necessary for its Work, the Village reserves the right and the right of those using its property under permit to remove contaminated soil and/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.

Prior to taking any such action, the Village will first give Owner/Operator no less than sixty days' written notice prior to a letting for Work, unless there is an immediate threat to the health or safety of any individual or to the public, that it intends to perform Work in the Right-of-Way which may involve removing and disposing of contaminated soil or groundwater to the extent necessary for its Work. During this period, which may be extended by agreement of the parties, the Village and Owner/Operator will engage in a good faith, collaborative process to arrive at a consensus approach to managing the impacted soil or groundwater in the Right-of-Way in an attempt to reconcile Owner/Operator's preference for performing as much of this work as possible with the Village's engineering and other constraints in doing so. Work performed by Owner/Operator would be performed under a permit from the Village. The final decision for management will be in the discretion of the Village.

Failure to give notice is not a violation of this Agreement. The removal and disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Owner/Operator may review or may perform at no cost to the Village, if requested to do so by the Village. If practicable, as determined by the Village, the Village may request Owner/Operator to remove and dispose of the contaminated soil or groundwater necessary for the Village's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the Village to perform a site investigation of the Right-of-Way, to monitor the removal, and to transport and dispose of any Contaminant-impacted soil or groundwater from the Right-of-Way; provided, however, that if Owner/Operator has not been given notice and an opportunity to engage in the consensus process allowing it to perform that investigation and that disposal within the process described in the preceding paragraphs and there was no immediate threat to health or safety, reimbursement shall be limited to actual costs not to exceed \$10,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the Village's option, upon written notice to Owner/Operator by the Village that those costs have not been reimbursed. Owner/Operator may cure that problem within forty-five (45) working days by making payment, or may seek to enjoin that result.

13. Written notice required by this Agreement shall be mailed to the following: if to Owner/Operator: BP Products North America Inc., Attn: David A. Piotrowski, 28100 Torch Parkway, Suite 300, Warrenville, Illinois, 60555, and if to Village: Village Clerk, Village of Downers Grove, 801 Burlington Avenue, Downers Grove, Illinois 60515.

14. The Village's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the Village is to include the following, or similar language, in the future standard permit provisions and to notify its current permit holders on its mailing list of the following:

As a condition of this permit, the holder shall request the Permit Office to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The holder shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site in accordance with all environmental laws.

Provided that the Village provides Owner/Operator with notice within thirty (30) working days of receiving a claim, and further provides Owner/Operator with an opportunity to defend said claim, Owner/Operator hereby releases the Village from liability for breach of this Agreement by others under permit and indemnifies the Village against claims that may arise from others under permit causing a breach of this Agreement.

Owner/Operator also agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

15. Should the Village breach this Agreement, Owner/Operator's sole remedy is for an action for damages. Any and all claims for damages against the Village, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$20,000.00.

No other breach by the Village, its agents, contractors, employees and its successors in

interest of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the Village, and Owner/Operator hereby releases the Village, 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 laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the Village convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

16. This Agreement is entered into by the Village 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 Village in the spirit of those laws and under its rights and obligations as property owner. Should any provisions of this Agreement be struck down as beyond the authority of the Village, this Agreement shall be null and void.

IN WITNESS WHEREOF, the Village has caused this Agreement to be signed by its \_\_\_\_\_, a duly authorized representative, and be binding upon it, its successors and assigns.

Village of Downers Grove, Illinois

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Printed) \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Owner/Operator, BP Products North America Inc., has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

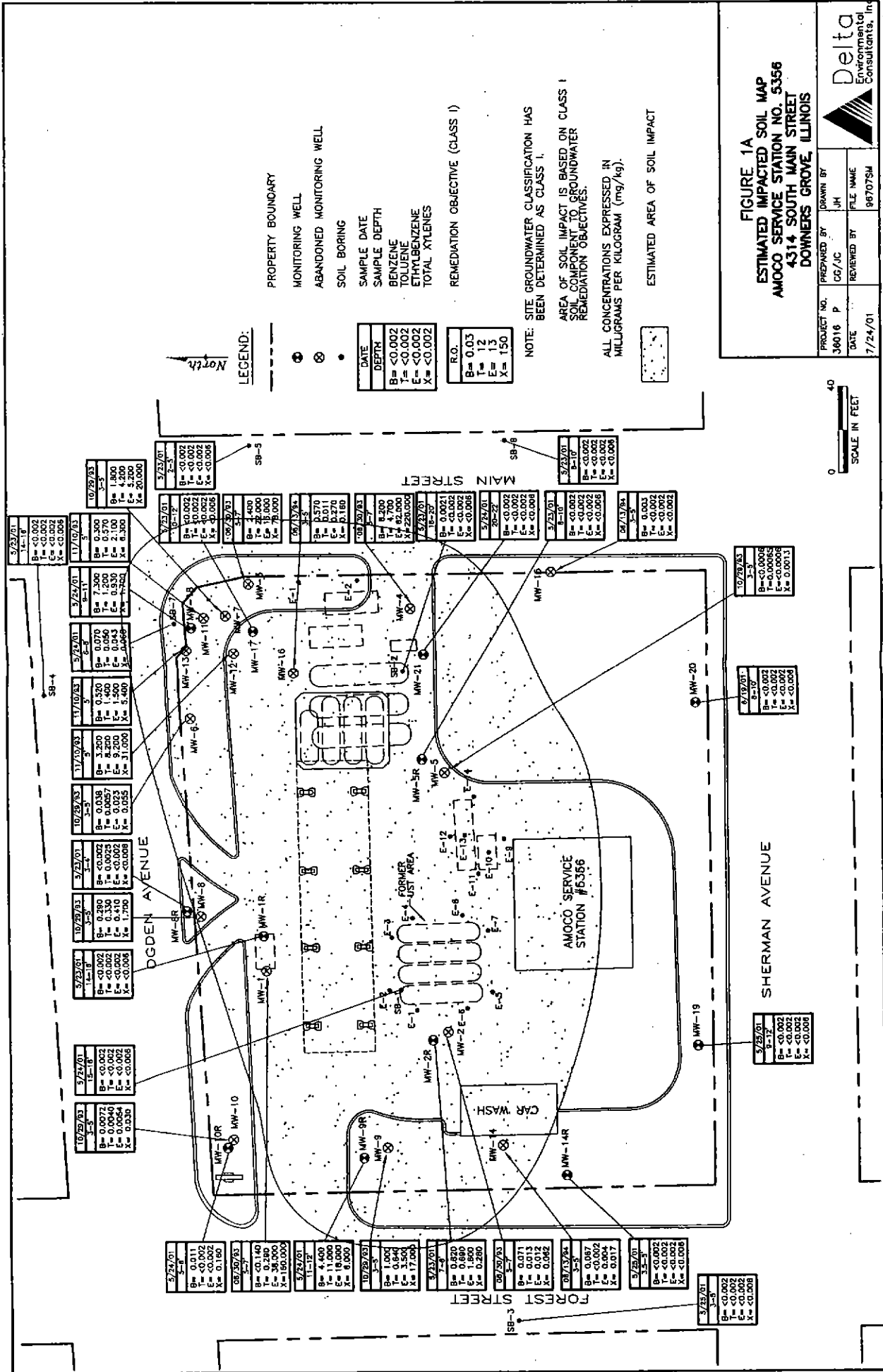
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Printed) \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A



PROPERTY BOUNDARY  
 MONITORING WELL  
 ABANDONED MONITORING WELL  
 SOIL BORING  
 SAMPLE DATE  
 SAMPLE DEPTH  
 BENZENE  
 TOLUENE  
 ETHYLBENZENE  
 TOTAL XYLENES  
 REMEDIATION OBJECTIVE (CLASS I)

LEGEND:

DATE	DEPTH	B	T	E	X
10/29/83	3-5	0.0072	0.0040	0.0054	0.0208
5/24/01	15-18	<0.002	<0.002	<0.002	<0.008

R.O.	T	E	X
0.03	12	13	150

NOTE: SITE GROUNDWATER CLASSIFICATION HAS BEEN DETERMINED AS CLASS I.  
 AREA OF SOIL IMPACT IS BASED ON CLASS I SOIL COMPONENT TO GROUNDWATER REMEDIATION OBJECTIVES.  
 ALL CONCENTRATIONS EXPRESSED IN MILLIGRAMS PER KILOGRAM (mg/kg).  
 ESTIMATED AREA OF SOIL IMPACT

FIGURE 1A  
 ESTIMATED IMPACTED SOIL MAP  
 AMOCO SERVICE STATION NO. 5356  
 4314 SOUTH MAIN STREET  
 DOWNERS GROVE, ILLINOIS

PROJECT NO.	36016 P	PREPARED BY	CG/JC	DRAWN BY	JH
DATE	7/24/01	REVIEWED BY	9670TSM	FILE NAME	



OGDEN AVENUE

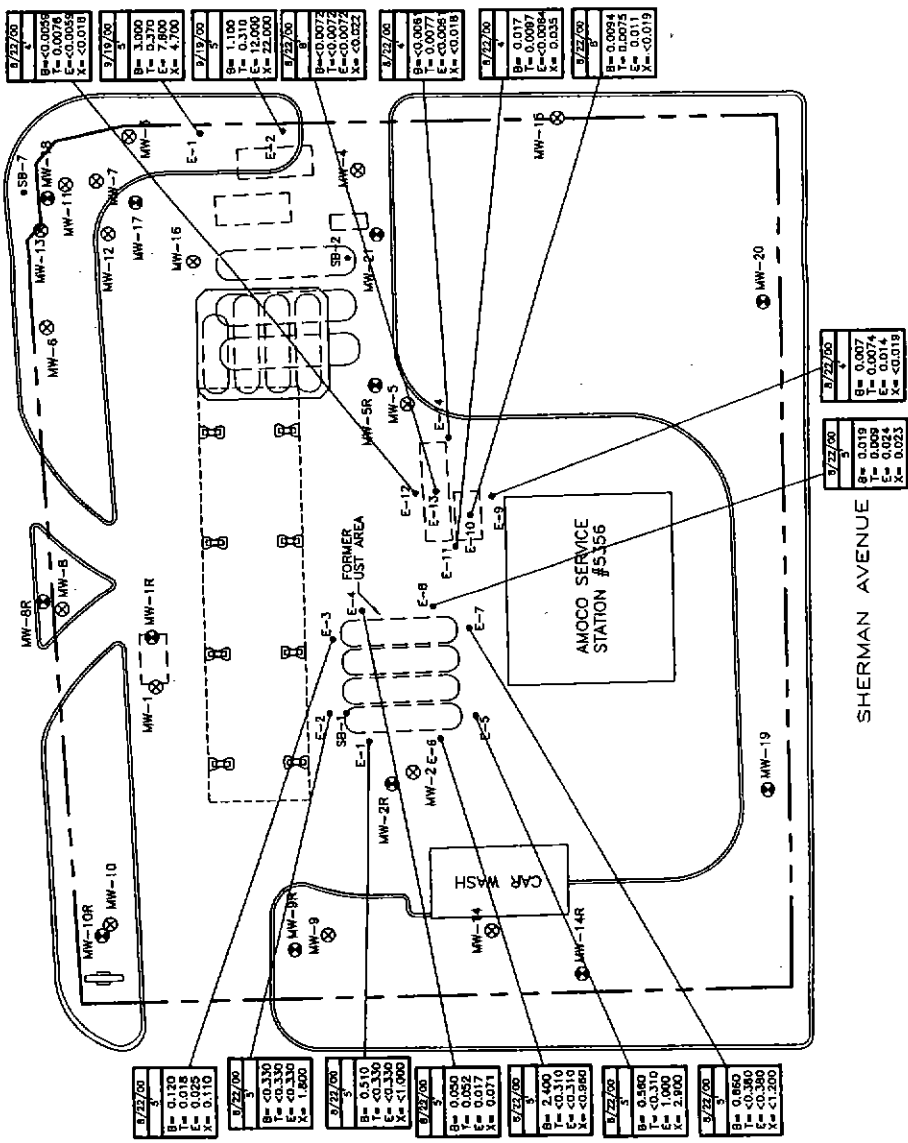
SHERMAN AVENUE

MAIN STREET

FORMER JUST AREA

AMOCO SERVICE STATION #5356

CAR WASH



LEGEND:

- PROPERTY BOUNDARY
- MONITORING WELL
- ABANDONED MONITORING WELL
- SOIL BORING
- SAMPLE DATE
- SAMPLE DEPTH
- BENZENE
- TOLUENE
- ETHYLBENZENE
- TOTAL XYLENES
- REMEDATION OBJECTIVE (CLASS I)

DATE	DEPTH	BENZENE	TOLUENE	ETHYLBENZENE	TOTAL XYLENES
8/22/00	3	B= <0.0025	T= 0.0076	E= <0.0025	X= <0.013
8/22/00	3	B= 3.000	T= 5.370	E= <0.0025	X= 4.700
8/22/00	3	B= 0.100	T= 0.0077	E= <0.0025	X= 0.022
8/22/00	3	B= <0.0072	T= <0.0072	E= <0.0025	X= <0.022
8/22/00	3	B= <0.008	T= 0.0077	E= <0.0025	X= <0.018
8/22/00	3	B= 0.017	T= 0.0087	E= <0.0084	X= 0.035
8/22/00	3	B= 0.0094	T= 0.0075	E= 0.011	X= <0.019

NOTE: SITE GROUNDWATER CLASSIFICATION HAS BEEN DETERMINED AS CLASS I.

AREA OF SOIL IMPACT IS BASED ON CLASS I SOIL COMPONENT TO GROUNDWATER REMEDIATION OBJECTIVES.

ALL CONCENTRATIONS EXPRESSED IN MILLIGRAMS PER KILOGRAM (mg/kg).

FIGURE 1B  
ESTIMATED IMPACTED SOIL MAP  
AMOCO SERVICE STATION NO. 5356  
4314 SOUTH MAIN STREET  
DOWNERS GROVE, ILLINOIS

PROJECT NO.	36016	PREPARED BY	JH
DATE	7/24/01	REVIEWED BY	JH
FILE NAME	36707SM		





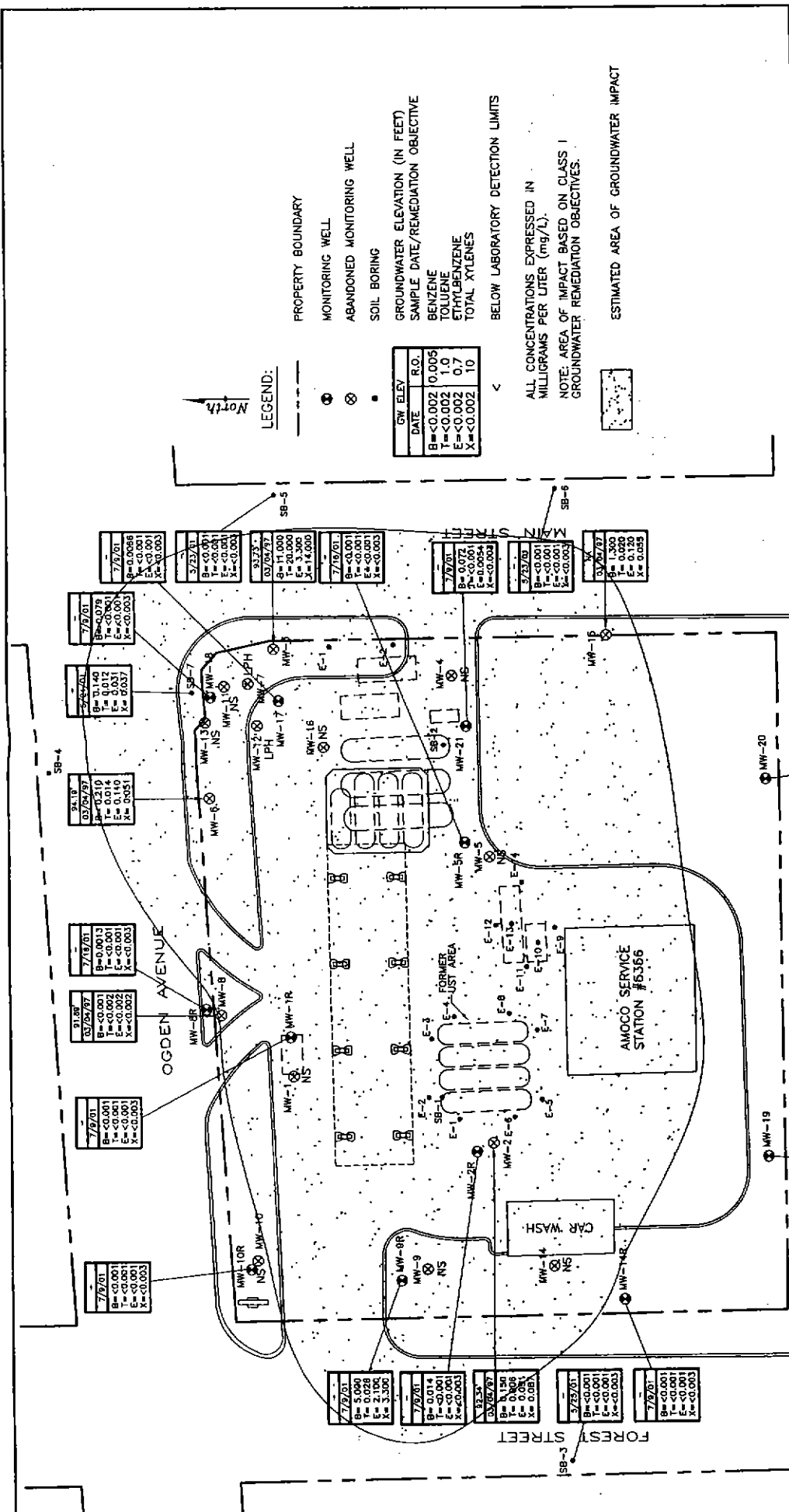
LEGEND:

- PROPERTY BOUNDARY
- MONITORING WELL
- ⊗ ABANDONED MONITORING WELL
- SOIL BORING
- GROUNDWATER ELEVATION (IN FEET)
- SAMPLE DATE/REMEDIATION OBJECTIVE
- BENZENE
- TOLUENE
- ETHYLBENZENE
- TOTAL XYLENES
- < BELOW LABORATORY DETECTION LIMITS

GW ELEV	R.O.
B=<0.002	0.005
T=<0.002	1.0
E=<0.002	0.7
X=<0.002	1.0

ALL CONCENTRATIONS EXPRESSED IN MILLIGRAMS PER LITER (MG/L).  
 NOTE: AREA OF IMPACT BASED ON CLASS I GROUNDWATER REMEDIATION OBJECTIVES.

ESTIMATED AREA OF GROUNDWATER IMPACT



**FIGURE 2**  
**ESTIMATED IMPACTED GROUNDWATER MAP**  
**AMOCO SERVICE STATION NO. 5366**  
**4314 SOUTH MAIN STREET**  
**DOWNERS GROVE, ILLINOIS**

PROJECT NO.	36016	P	PREPARED BY	CG/JC	DATE	7/24/01
DRAWN BY	JH	FILE NAME	96707SM			



**Table 1**  
**Soil BTEX Analytical Results**  
**Amoco Service Station No. 5356**  
**4314 South Main Street**  
**Downers Grove, DuPage County, Illinois**

SAMPLE ID	DATE	DEPTH (FEET)	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
MW-01	06/30/93	5-7	< 0.1400 <sup>1</sup>	0.2900	38.0000 <sup>1,2</sup>	160.0000 <sup>1,2</sup>
MW-02	06/30/93	5-7	0.0710 <sup>1</sup>	0.0130	0.0120	0.0620
MW-03	06/30/93	5-7	2.4000 <sup>1,2,5,6,8</sup>	22.0000 <sup>1</sup>	15.0000 <sup>1</sup>	78.0000
MW-04	06/30/93	5-7	8.2000 <sup>1,2,5,6,8</sup>	4.7000	62.0000 <sup>1,2,8</sup>	220.0000 <sup>1,2</sup>
MW-05	10/29/93	3-5	< 0.0006	0.0007	< 0.0006	0.0013
MW-06	10/29/93	3-5	0.0380 <sup>1</sup>	0.0057	0.0230	0.0550
MW-07	10/29/93	3-5	1.8000 <sup>1,2,5,6</sup>	4.2000	5.2000	20.0000
MW-08	10/29/93	3-5	0.2900 <sup>1,2</sup>	0.3300	0.4100	1.7000
MW-09	10/29/93	3-5	1.0000 <sup>1,2,5</sup>	0.6400	3.5000	17.0000
MW-10	10/29/93	3-5	0.0072	0.0040	0.0054	0.0300
MW-11	11/10/93	5	0.3000 <sup>1,2</sup>	0.5700	2.1000	6.3000
MW-12	11/10/93	5	3.2000 <sup>1,2,5,6,8</sup>	8.2000	9.2000	31.0000
MW-13	11/10/93	5	0.5200 <sup>1,2</sup>	1.4000	1.5000	5.4000
MW-14**	06/13/94	3-5	0.0670 <sup>1</sup>	< 0.0020	0.0040	0.0170
MW-15**	06/13/94	3-5	0.0030	< 0.0020	< 0.0020	< 0.0020
MW-16**	06/13/94	3-5	0.5700 <sup>1,2</sup>	0.0110	0.2700	0.1600
E-01	08/22/00	5	0.5100 <sup>1,2</sup>	< 0.3300	< 0.3300	< 1.0000
E-02	08/22/00	5	< 0.3300 <sup>1,2</sup>	< 0.3300	< 0.3300	1.8000
E-03	08/22/00	5	0.1200 <sup>1</sup>	0.0180	0.0250	0.1100
E-04	08/22/00	5	0.0500 <sup>1</sup>	0.0520	0.0170	0.0710
E-05	08/22/00	5	0.5600 <sup>1,2</sup>	< 0.3100	1.0000	2.9000
E-06	08/22/00	5	2.4000 <sup>1,2,5,6,8</sup>	< 0.3100	< 0.3100	< 0.9600
E-07	08/22/00	5	0.8600 <sup>1,2,5</sup>	< 0.3800	< 0.3800	< 1.2000
E-08	08/22/00	5	0.0190	0.0090	0.0240	0.0230
E-09	08/22/00	4	0.0070	0.0074	0.0140	< 0.0190
E-10	08/22/00	8	0.0094	0.0075	0.0110	< 0.0190
<b>SOIL COMPONENT TO GROUNDWATER INGESTION</b>	<b>CLASS I*</b>	<b>0.03</b>	<b>12</b>	<b>13</b>	<b>150</b>	
	<b>CLASS II</b>	<b>0.17</b>	<b>29</b>	<b>19</b>	<b>150</b>	
<b>INGESTION REMEDIATION OBJECTIVES</b>	<b>RESIDENTIAL</b>	<b>12</b>	<b>16,000</b>	<b>7,800</b>	<b>160,000</b>	
	<b>COMMERCIAL</b>	<b>100</b>	<b>410,000</b>	<b>200,000</b>	<b>1,000,000</b>	
<b>INHALATION REMEDIATION OBJECTIVES</b>	<b>RESIDENTIAL</b>	<b>0.8</b>	<b>650</b>	<b>400</b>	<b>320</b>	
	<b>COMMERCIAL</b>	<b>1.6</b>	<b>650</b>	<b>400</b>	<b>320</b>	
<b>CONSTRUCTION WORKER REMEDIATION OBJECTIVES</b>	<b>INGESTION</b>	<b>2,300</b>	<b>410,000</b>	<b>20,000</b>	<b>410,000</b>	
	<b>INHALATION</b>	<b>2.2</b>	<b>42</b>	<b>58</b>	<b>320</b>	

- 1-Class I Soil Component to Groundwater Remediation Objectives exceeded
- 2-Class II Soil Component to Groundwater Remediation Objectives exceeded
- 3-Residential Ingestion Remediation Objectives exceeded
- 4-Commercial Ingestion Remediation Objectives exceeded
- 5-Residential Inhalation Remediation Objectives exceeded

- 6-Commercial Inhalation Remediation Objectives exceeded
- 7-Construction Worker Ingestion Remediation Objectives exceeded
- 8-Construction Worker Inhalation Remediation Objectives exceeded

Results in milligrams per kilogram (mg/kg)

Analyzed using USEPA Method 8020

\* Soil Samples Collected Below the Water Table

\*\* Soil Sample Results Reported as Dry Weight

**Table 1**  
**Soil BTEX Analytical Results**  
**Amoco Service Station No. 5356**  
**4314 South Main Street**  
**Downers Grove, DuPage County, Illinois**

SAMPLE ID	DATE	DEPTH (FEET)	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
E-11	08/22/00	4	0.0170	0.0097	< 0.0064	0.0350
E-12	08/22/00	4	< 0.0059	0.0076	< 0.0059	< 0.0180
E-13	08/22/00	8	< 0.0072	< 0.0072	< 0.0072	< 0.0220
E-14	08/22/00	4	< 0.0061	0.0077	< 0.0061	< 0.0180
E-01	09/19/00	5	3.0000 <sup>1,2,5,6,8</sup>	0.3700	7.8000	4.7000
E-02	09/19/00	5	1.1000 <sup>1,2,5</sup>	0.3100	12.0000	22.0000
MW-01R**	05/23/01	14-16	< 0.0020	< 0.0020	< 0.0020	< 0.0060
MW-02R**	05/23/01	7-8	0.8200 <sup>1,2,5</sup>	0.6900	1.6000	0.2800
MW-05R**	05/23/01	8-10	< 0.0020	< 0.0020	< 0.0020	< 0.0060
MW-08R**	05/23/01	3-4	< 0.0020	0.0025	< 0.0020	< 0.0060
MW-17**	05/23/01	10-12	< 0.0020	< 0.0020	< 0.0020	< 0.0060
SB-02**	05/23/01	18-20	0.0021	< 0.0020	< 0.0020	< 0.0060
SB-04**	05/23/01	14-16	< 0.0020	< 0.0020	< 0.0020	< 0.0060
SB-05**	05/23/01	2-5	< 0.0020	< 0.0020	< 0.0020	< 0.0060
SB-06**	05/23/01	8-10	< 0.0020	< 0.0020	< 0.0020	< 0.0060
MW-09R**	05/24/01	11-12	4.4000 <sup>1,2,5,6,8</sup>	11.0000	18.0000 <sup>1</sup>	6.0000
MW-10R**	05/24/01	5-6	0.0110	< 0.0020	< 0.0020	0.1600
MW-18**	05/24/01	9-11	7.3000 <sup>1,2,5,6,8</sup>	1.2000	0.9300	1.7000
MW-21**	05/24/01	20-22	< 0.0020	< 0.0020	< 0.0020	< 0.0060
SB-01**	05/24/01	15-16	< 0.0020	< 0.0020	< 0.0020	< 0.0060
SB-07**	05/24/01	6-8	0.0700 <sup>1</sup>	0.0500	0.0430	0.0680
MW-14R**	05/25/01	3.5-5	< 0.0020	< 0.0020	< 0.0020	< 0.0060
MW-19**	05/25/01	9-12	< 0.0020	< 0.0020	< 0.0020	< 0.0060
SB-03**	05/25/01	3-5	< 0.0020	< 0.0020	< 0.0020	< 0.0060
MW-20**	06/19/01	8-10	< 0.0020	< 0.0020	< 0.0020	< 0.0060
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I*	0.03	12	13	150	
	CLASS II	0.17	29	19	150	
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL	12	16,000	7,800	160,000	
	COMMERCIAL	100	410,000	200,000	1,000,000	
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL	0.8	650	400	320	
	COMMERCIAL	1.6	650	400	320	
CONSTRUCTION WORKER REMEDIATION OBJECTIVES	INGESTION	2,300	410,000	20,000	410,000	
	INHALATION	2.2	42	58	320	

- 1-Class I Soil Component to Groundwater Remediation Objectives exceeded
- 2-Class II Soil Component to Groundwater Remediation Objectives exceeded
- 3-Residential Ingestion Remediation Objectives exceeded
- 4-Commercial Ingestion Remediation Objectives exceeded
- 5-Residential Inhalation Remediation Objectives exceeded

- 6-Commercial Inhalation Remediation Objectives exceeded
  - 7-Construction Worker Ingestion Remediation Objectives exceeded
  - 8-Construction Worker Inhalation Remediation Objectives exceeded
- Results in milligrams per kilogram (mg/kg)

Analyzed using USEPA Method 8020

\* Soil Samples Collected Below the Water Table

\*\* Soil Sample Results Reported as Dry Weight

**Table 2**  
**Groundwater BTEX Analytical Results**  
**Amoco Service Station No. 5356**  
**4314 South Main Street**  
**Downers Grove, DuPage County, Illinois**

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
D-1	11/04/93	0.3000 <sup>1,2</sup>	< 0.0005	0.0270	0.0160
	03/16/94	E 11.0000 <sup>1,2</sup>	E 6.2000 <sup>1,2</sup>	2.5000 <sup>1,2</sup>	9.6000
MW-01	07/19/93	0.2800 <sup>1,2</sup>	0.0070	0.0400	0.2100
	11/04/93	0.3300 <sup>1,2</sup>	< 0.0005	0.0600	0.1000
	03/16/94	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	06/22/94	0.0330 <sup>1,2</sup>	< 0.0020	0.0140	0.0340
	09/09/94	0.0020	< 0.0020	< 0.0020	< 0.0020
	12/22/94	0.0160 <sup>1</sup>	< 0.0020	0.0040	0.0130
	08/23/99	0.0300 <sup>1,2</sup>	< 0.0009	< 0.0009	0.0034
	08/10/00	0.0320 <sup>1,2</sup>	0.0017	< 0.0010	0.0089
MW-02	07/19/93	0.8900 <sup>1,2</sup>	0.1200	0.5600	1.2000
	11/04/93	0.6600 <sup>1,2</sup>	0.0460	0.3500	0.3300
	03/16/94	1.2000 <sup>1,2</sup>	0.1400	0.2800	1.2000
	06/22/94	0.5700 <sup>1,2</sup>	< 0.0020	0.3500	0.2400
	09/09/94	0.3900 <sup>1,2</sup>	0.0110	0.0280	0.1900
	12/22/94	E 0.3400 <sup>1,2</sup>	0.0070	E 0.1800	0.1400
	10/09/95	0.7700 <sup>1,2</sup>	0.0210	0.2300	0.0780
	03/04/97	0.1500 <sup>1,2</sup>	0.0060	0.0910	0.0870
	08/10/00	0.0470 <sup>1,2</sup>	0.0110	0.0300	0.0280
MW-03	07/19/93	14.0000 <sup>1,2</sup>	23.0000 <sup>1,2</sup>	3.7000 <sup>1,2</sup>	17.0000 <sup>1,2</sup>
	11/04/93	14.0000 <sup>1,2</sup>	22.0000 <sup>1,2</sup>	3.3000 <sup>1,2</sup>	15.0000 <sup>1,2</sup>
	03/16/94	10.0000 <sup>1,2</sup>	2.1000 <sup>1</sup>	2.7000 <sup>1,2</sup>	13.0000 <sup>1,2</sup>
	06/22/94	14.0000 <sup>1,2</sup>	16.0000 <sup>1,2</sup>	2.3000 <sup>1,2</sup>	11.0000 <sup>1,2</sup>
	09/09/94	E 13.0000 <sup>1,2</sup>	E 21.0000 <sup>1,2</sup>	2.3000 <sup>1,2</sup>	14.0000 <sup>1,2</sup>
	12/22/94	E 13.0000 <sup>1,2</sup>	E 18.0000 <sup>1,2</sup>	2.5000 <sup>1,2</sup>	13.0000 <sup>1,2</sup>
	10/09/95		NS		
	09/19/96		NS		
	03/04/97	11.0000 <sup>1,2</sup>	20.0000 <sup>1,2</sup>	3.3000 <sup>1,2</sup>	14.0000 <sup>1,2</sup>
	06/30/99	8.8000 <sup>1,2</sup>	14.0000 <sup>1,2</sup>	3.9000 <sup>1,2</sup>	16.0000 <sup>1,2</sup>
	08/23/99	7.3000 <sup>1,2</sup>	4.7000 <sup>1,2</sup>	2.6000 <sup>1,2</sup>	11.0000 <sup>1,2</sup>
	MW-04	07/19/93	7.7000 <sup>1,2</sup>	2.3000 <sup>1</sup>	3.8000 <sup>1,2</sup>
11/04/93		8.7000 <sup>1,2</sup>	3.4000 <sup>1,2</sup>	3.8000 <sup>1,2</sup>	14.0000 <sup>1,2</sup>
03/16/94		6.0000 <sup>1,2</sup>	3.1000 <sup>1,2</sup>	3.0000 <sup>1,2</sup>	11.0000 <sup>1,2</sup>
06/22/94		8.1000 <sup>1,2</sup>	1.4000 <sup>1</sup>	3.1000 <sup>1,2</sup>	9.2000
09/09/94		E 6.3000 <sup>1,2</sup>	1.5000 <sup>1</sup>	2.1000 <sup>1,2</sup>	8.8000
12/22/94		E 8.1000 <sup>1,2</sup>	3.6000 <sup>1,2</sup>	3.7000 <sup>1,2</sup>	12.0000 <sup>1,2</sup>
06/30/99		3.2000 <sup>1,2</sup>	0.1200	1.4000 <sup>1,2</sup>	1.1000
<b>GROUNDWATER REMEDIATION OBJECTIVES</b>	<b>CLASS I*</b>	<b>0.005</b>	<b>1</b>	<b>0.7</b>	<b>10</b>
	<b>CLASS II</b>	<b>0.025</b>	<b>2.5</b>	<b>1</b>	<b>10</b>

1 = Class I Remediation Objectives exceeded\*

2 = Class II Remediation Objectives exceeded

\* This site has been evaluated based on Class I Remediation Objectives

E= Concentration exceeds laboratory instrument calibration range

NS = Not Sampled

Results in milligrams per liter (mg/l)

Analytical Method: EPA 8020

LPH = Liquid Phase Hydrocarbon

**Table 2**  
**Groundwater BTEX Analytical Results**  
**Amoco Service Station No. 5356**  
**4314 South Main Street**  
**Downers Grove, DuPage County, Illinois**

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
	08/10/00	4.7000 <sup>1,2</sup>	0.3900	2.6000 <sup>1,2</sup>	4.8000
MW-05	11/04/93	0.0051 <sup>1</sup>	< 0.0005	< 0.0005	0.0015
	03/16/94	0.0030	0.0040	< 0.0020	0.0050
	06/22/94	0.0020	< 0.0020	< 0.0020	< 0.0020
	09/09/94	0.0020	< 0.0020	< 0.0020	0.0020
	12/22/94	< 0.0010	< 0.0020	< 0.0020	< 0.0020
MW-06	11/04/93	0.3000 <sup>1,2</sup>	< 0.0005	0.0290	0.0240
	03/16/94	0.1770 <sup>1,2</sup>	0.0020	0.0060	0.0160
	06/22/94	E 0.4700 <sup>1,2</sup>	0.0020	0.0660	0.1000
	09/09/94	E 0.2600 <sup>1,2</sup>	0.0020	< 0.0020	0.0590
	12/22/94	E 0.2100 <sup>1,2</sup>	< 0.0020	0.0660	0.0600
	03/04/97	0.2100 <sup>1,2</sup>	0.0140	0.1100	0.0510
	06/30/99	0.1800 <sup>1,2</sup>	0.0063	< 0.0050	< 0.0150
	08/10/00	0.2300 <sup>1,2</sup>	0.0110	0.0019	0.0120
MW-07	11/04/93			LPH	
	03/16/94			LPH	
	06/22/94			LPH	
	09/09/94			LPH	
	12/22/94			LPH	
	10/09/95			LPH	
	09/19/96			LPH	
	03/04/97			LPH	
	08/10/00	7.2000 <sup>1,2</sup>	5.8000 <sup>1,2</sup>	3.2000 <sup>1,2</sup>	13.0000 <sup>1,2</sup>
MW-08	11/04/93	0.0007	< 0.0005	< 0.0005	0.0013
	03/16/94	0.0030	0.0030	0.0020	0.0090
	06/22/94	0.0010	< 0.0020	< 0.0020	< 0.0020
	09/09/94	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	12/22/94	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	10/09/95	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	03/04/97	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	08/10/00	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	MW-09	11/04/93	2.6000 <sup>1,2</sup>	0.0180	0.1100
03/16/94		1.9000 <sup>1,2</sup>	0.0180	< 0.0020	0.5400
06/22/94		E 4.6000 <sup>1,2</sup>	0.0260	0.1800	2.2000
09/09/94		E 4.0000 <sup>1,2</sup>	0.0210	0.1300	1.8000
12/22/94		E 2.3000 <sup>1,2</sup>	< 0.0020	0.1600	0.9100
06/30/99		3.2000 <sup>1,2</sup>	< 0.5000	1.2000 <sup>1,2</sup>	2.1000
GROUNDWATER REMEDIATION OBJECTIVES	CLASS I*	0.005	1	0.7	10
	CLASS II	0.025	2.5	1	10

1 = Class I Remediation Objectives exceeded\*

2 = Class II Remediation Objectives exceeded

\* This site has been evaluated based on Class I Remediation Objectives

E = Concentration exceeds laboratory instrument calibration range

NS = Not Sampled

Results in milligrams per liter (mg/l)

Analytical Method: EPA 8020

LPH = Liquid Phase Hydrocarbon

**Table 2**  
**Groundwater BTEX Analytical Results**  
**Amoco Service Station No. 5356**  
**4314 South Main Street**  
**Downers Grove, DuPage County, Illinois**

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
	08/23/99	0.8200 <sup>1,2</sup>	0.0074	0.1100	0.1600
	08/10/00	0.9400 <sup>1,2</sup>	0.0093	0.1200	0.1000
MW-10	11/04/93	0.0010	< 0.0005	< 0.0005	0.0007
	03/16/94	0.0030	< 0.0020	< 0.0020	< 0.0020
	06/22/94	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	09/09/94	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	12/22/94	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	10/09/95	0.0010	< 0.0020	< 0.0020	< 0.0020
	09/19/96	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	08/10/00	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-11	03/16/94	2.5000 <sup>1,2</sup>	0.2100	0.2200	1.0000
	06/22/94	3.3000 <sup>1,2</sup>	0.1100	0.2300	0.8900
	09/09/94	E 0.1300 <sup>1,2</sup>	E 0.1400	0.0140	E 1.0000
	12/22/94	E 3.5000 <sup>1,2</sup>	0.3300	0.4600	2.0000
	10/09/95	0.8600 <sup>1,2</sup>	0.2300	0.6100	0.9600
	08/10/00	1.3000 <sup>1,2</sup>	0.1100	0.5800	0.6700
MW-12	03/16/94	16.0000 <sup>1,2</sup>	9.0000 <sup>1,2</sup>	3.2000 <sup>1,2</sup>	14.0000 <sup>1,2</sup>
	06/22/94	17.0000 <sup>1,2</sup>	9.1000 <sup>1,2</sup>	3.1000 <sup>1,2</sup>	13.0000 <sup>1,2</sup>
	09/09/94			LPH	
	12/22/94			LPH	
	10/09/95			LPH	
	03/04/97			LPH	
MW-13	03/16/94	15.0000 <sup>1,2</sup>	6.6000 <sup>1,2</sup>	4.4000 <sup>1,2</sup>	16.0000 <sup>1,2</sup>
	06/22/94	E 15.0000 <sup>1,2</sup>	5.4000 <sup>1,2</sup>	2.1000 <sup>1,2</sup>	7.6000
	09/09/94	E 12.0000 <sup>1,2</sup>	E 4.9000 <sup>1,2</sup>	E 2.1000 <sup>1,2</sup>	E 8.6000
	12/22/94	13.0000 <sup>1,2</sup>	5.2000 <sup>1,2</sup>	2.1000 <sup>1,2</sup>	8.3000
	09/19/96	12.0000 <sup>1,2</sup>	2.1000 <sup>1</sup>	2.3000 <sup>1,2</sup>	7.8000
	06/30/99	3.6000 <sup>1,2</sup>	0.2200	1.6000 <sup>1,2</sup>	5.6000
	08/23/99	4.9000 <sup>1,2</sup>	0.2600	1.7000 <sup>1,2</sup>	6.7000
	08/10/00	5.5000 <sup>1,2</sup>	0.2200	1.9000 <sup>1,2</sup>	6.1000
	MW-14	06/22/94	E 2.2000 <sup>1,2</sup>	< 0.0020	0.0920
09/09/94		E 1.8000 <sup>1,2</sup>	< 0.0020	< 0.0020	0.0670
12/22/94		E 1.1000 <sup>1,2</sup>	< 0.0020	0.0220	0.0290
10/09/95		E 0.4100 <sup>1,2</sup>	0.0050	0.0050	0.0100
09/19/96		0.5000 <sup>1,2</sup>	0.0050	0.0120	0.0140
06/30/99		0.5700 <sup>1,2</sup>	0.0065	0.0480	< 0.0150
08/10/00		0.7700 <sup>1,2</sup>	0.0073	0.0790	0.0120
GROUNDWATER REMEDIALTION OBJECTIVES	CLASS I*	0.005	1	0.7	10
	CLASS II	0.025	2.5	1	10

1 - Class I Remediation Objectives exceeded\*

2 - Class II Remediation Objectives exceeded

\* This site has been evaluated based on Class I Remediation Objectives

E - Concentration exceeds laboratory instrument calibration range

NS - Not Sampled

Results in milligrams per liter (mg/l)

Analytical Method: EPA 8020

LPH - Liquid Phase Hydrocarbon

**Table 2**  
**Groundwater BTEX Analytical Results**  
**Amoco Service Station No. 5356**  
**4314 South Main Street**  
**Downers Grove, DuPage County, Illinois**

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
MW-15	06/22/94	0.0980 <sup>1,2</sup>	0.0120	E 0.2000	0.0420
	09/09/94	E 0.2200 <sup>1,2</sup>	0.0030	< 0.0020	0.0080
	12/22/94	E 0.7300 <sup>1,2</sup>	0.0050	E 0.1100	0.0320
	10/09/95	E 0.6000 <sup>1,2</sup>	0.0160	E 0.1200	0.0400
	09/19/96	0.3200 <sup>1,2</sup>	0.0080	0.0290	0.0140
	03/04/97	1.3000 <sup>1,2</sup>	0.0200	0.1200	0.0550
	06/30/99	1.5000 <sup>1,2</sup>	0.0210	0.0840	0.0600
	08/23/99	1.1000 <sup>1,2</sup>	0.0140	0.0310	0.0300
	08/10/00	0.0980 <sup>1,2</sup>	0.0370	0.0720	0.0590
	MW-16	06/22/94	E 0.5300 <sup>1,2</sup>	0.0240	0.0150
09/09/94		E 3.1000 <sup>1,2</sup>	0.0380	0.0260	0.0930
12/22/94		E 1.7000 <sup>1,2</sup>	0.0230	E 0.2200	E 0.3300
06/30/99		0.0380 <sup>1,2</sup>	0.0014	0.0250	0.0110
SB-3	05/25/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
SB-5	05/23/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
SB-6	05/23/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
SB-7	05/24/01	0.1400 <sup>1,2</sup>	0.0120	0.0310	0.0370
MW-01R	07/09/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-02R	07/09/01	0.0140 <sup>1</sup>	< 0.0010	< 0.0010	< 0.0030
MW-05R	07/16/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-08R	07/16/01	0.0013	< 0.0010	< 0.0010	< 0.0030
MW-09R	07/09/01	5.0000 <sup>1,2</sup>	0.0280	2.1000 <sup>1,2</sup>	3.3000
MW-10R	07/09/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-14R	07/09/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-17	07/09/01	0.0066 <sup>1</sup>	< 0.0010	< 0.0010	< 0.0030
MW-18	07/09/01	0.0790 <sup>1,2</sup>	< 0.0010	< 0.0010	< 0.0030
MW-19	07/09/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-20	07/09/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-20dup	07/09/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-21	07/09/01	0.0720 <sup>1,2</sup>	< 0.0010	0.0054	< 0.0030
GROUNDWATER REMEDICATION OBJECTIVES	CLASS I*	0.005	1	0.7	10
	CLASS II	0.025	2.5	1	10

1 = Class I Remediation Objectives exceeded\*

2 = Class II Remediation Objectives exceeded

\* This site has been evaluated based on Class I Remediation Objectives

E = Concentration exceeds laboratory instrument calibration range

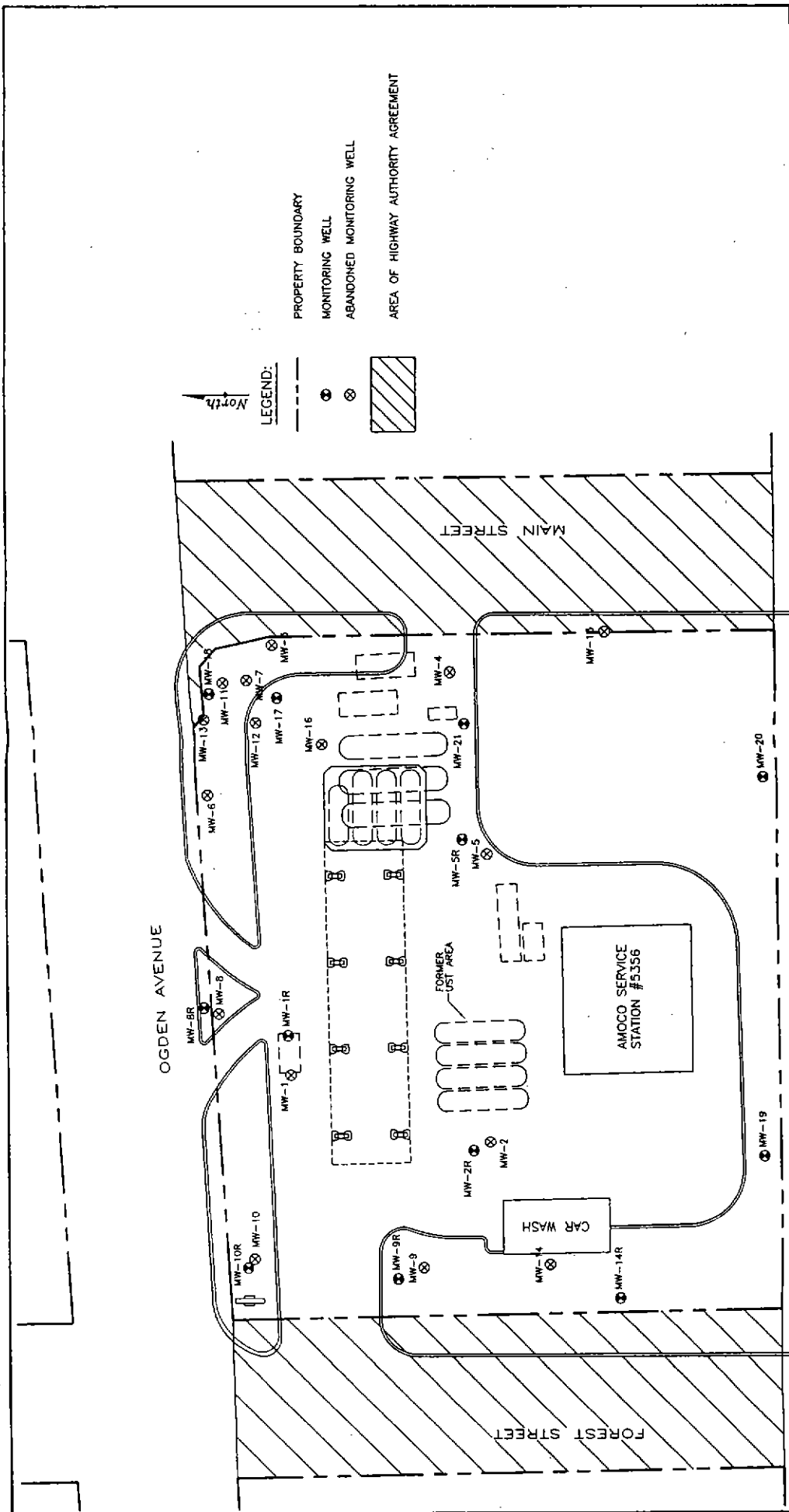
NS = Not Sampled

Results in milligrams per liter (mg/l)

Analytical Method: EPA 8020

LPH = Liquid Phase Hydrocarbon

**EXHIBIT B**



**FIGURE 3**  
**HIGHWAY AGREEMENT LOCATION MAP**  
**AMOCO SERVICE STATION NO. 5356**  
**4314 SOUTH MAIN STREET**  
**DOWNERS GROVE, ILLINOIS**

PROJECT NO.	36016 P	DATE	7/24/01
PREPARED BY	CG/JC	REVIEWED BY	
DRAWN BY	JH	FILE NAME	96707SM



0 40  
SCALE IN FEET



## Highway Authority Agreements

By **DARRELL McMURRAY**  
Engineer of Local Roads and Streets, IDOT

For the last several years, many local highway authorities have been receiving requests from service station owners for something called a Highway Authority Agreement. Typically, your road engineer will receive a letter from the company asking that you or your attorney review a draft agreement. If you have any gasoline service stations that have been open for a number of years in your area, chances are that you have been or will be approached to sign one of these agreements. That is because this agreement is now about the only way that that company will be able to leave contamination from a leaking underground storage tank beneath your highway right-of-way.

These agreements are not the devious invention of the companies asking for them. Rather, they are the result of the Illinois Department of Transportation getting involved a few years ago in a rule change before the Illinois Pollution Control Board. At that time, Illinois environmental law was fundamentally changed to require the Board to consider land use controls in determining risk to human health from contamination in soil and groundwater. This new approach became known as the Tiered-Approach to Corrective Action Objectives, or "TACO." As a result of Illinois DOT's effort, Highway Authority Agreements became one of the land use controls recognized in TACO.

In exchange for the Illinois Department of Transportation or a local highway authority making two promises in the agreement, a number of benefits are possible. The two commitments that the highway authority would make are:

- 1) It will not allow drinking water wells to tap groundwater in the area of the right-of-way that may be contaminated, and
- 2) If soil in the right-of-way that may be contaminated is excavated, human health and the environment will be protected.

### **HNTB**

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The first promise is not difficult to live with as it is doubtful that a highway authority would ever allow anyone to put a drinking water well in the right-of-way. The second promise is more difficult, but the appropriate thing to do anyway. Illinois DOT was able to minimize those issues in its agreement, and most highway authorities are using a slightly modified version of our agreement. The author is willing to discuss this or any other aspect of these agreements with you, your engineer or attorney. As with any legal document, your attorney should be consulted. If you wish to discuss this issue, you can contact Randle Schick at 217-782-3215.

For a highway authority willing to make those commitments, there are a number of significant benefits to the highway authority entering this agreement. Illinois DOT has signed almost three hundred of them, as have many local governments, for the following reasons:



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1) The oil company is required, for the first time, to notify you that it has contaminated the right-of-way and to take responsibility for that. Before TACO, the oil company was allowed to leave the contamination beneath your road as "impractical" to deal with, and you would not know that. (Although these agreements could cover nearly any type of pollutant, all of Illinois DOT's agreements to date involve petroleum contamination.)

2) The company gives you a legal release from liability and indemnifies you for claims that may be made.

3) Should you excavate through contaminated soil in the right-of-way from the release of petroleum, the company will reimburse your costs of dealing with the contamination, such as the cost of disposing of the contaminated soil in a landfill. Illinois DOT has so far been reimbursed about \$400,000 for those costs through these agreements. The recovery of these costs was nearly impossible before the advent of these agreements as it was very difficult to prove where contamination in the right-of-way came from.

In conclusion, an oil company that has contaminated your right-of-way has two choices:

1) It can either cleanup your right-of-way, or

2) it can negotiate a Highway Authority Agreement which is acceptable to you.

The first choice is expensive, and an unnecessary drain on the Leaking Underground Storage Tank Fund. That fund reimburses owners of those tanks for their cleanup costs. Money for that fund comes from a tax on motor fuel sold at the pump, just like the Motor Fuel Tax. It is unnecessary because the cleanup is not needed to protect human health and the environment. That is, as long as the highway authority enters a Highway Authority Agreement and lives up to the promises that it makes in that agreement. Illinois DOT has made the decision that the benefits of these agreements are worth the effort, and its experience to date has affirmed that decision. ■

*Credits to: J. Randle Schick, Assistant Chief Counsel, Illinois Department of Transportation*

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