



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: July 24, 2012

Agenda Item: Highway Authority Agreement Regarding Underground Storage Tank at 445 S. Milwaukee Avenue

Staff Recommendation: Approve Agreement

Staff Contact: John M. Heinz, Director of Public Works
David F. Pardys, Village Attorney

Background: Underground storage tanks located at the Jiffy Lube facility, 445 S. Milwaukee Avenue, in Libertyville experienced leakage resulting in an investigation and incident number being assigned by the Illinois Emergency Management Agency. The plume of the contaminant from the storage tanks extended beyond the property line and under both Rockland Road and Milwaukee Avenue. In order to obtain a no further remediation letter ("NFR"), Jiffy Lube International, Inc. has requested that the Village enter into a Highway Authority Agreement in the form proscribed by the State of Illinois. In essence, this agreement provides that the Village will prohibit any party from utilizing groundwater from any area within the plume as noted in the exhibits attached to the agreement.

Staff recommends that the Village approves the attached agreement, subject to the parties entering into an indemnification agreement with respect to removal or remediation of contaminated soil in the event of construction or repairs upon Rockland Road within the plume area.

A simple majority of the corporate authorities is required for approval of this agreement. Consequently, four positive votes are required for approval.

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ___ day of ____, 2012 pursuant to 35 Ill. Adm. Code 742.1020 by and between Jiffy Lube International, Inc. ("Owner/Operator") and (2) Village of Libertyville, Lake County, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Jiffy Lube International, Inc. is or was the Property Owner or Owner/Operator of one or more leaking underground storage tanks presently or formerly located at 445 S. Milwaukee Ave., Libertyville, IL (the "Site"); and

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

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

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release; and

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier I 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 I 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 923171 to the Release.
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 groundwater contamination above the applicable Tier I residential remediation objectives as a result of the Release.
4. Attached as **Exhibit B** is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier I residential remediation objective, its Tier I residential remediation objective and its concentrations within the zone where Tier I 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 survey prepared obtained by Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("**Right-of-Way**"). Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier I residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.

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 I 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 I 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 I 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."

9. This agreement may be referenced in the Illinois Environmental Protection Agency's (the "**Agency**") no further remediation determination ("**NFR**") issued for the Release if the Agency determines it is required to issue a NFR.

10. 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 HAA and is signed by the Highway Authority, or subsequent transferor, and the transferee.

11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use. If the Agency required this HAA in order to

issue it's NFR, this agreement shall also remain effective until the Agency issues a new NFR to reflect there is no longer need for this agreement, or until the agreement is otherwise terminated or voided.

12. In addition to any other remedies that may be available, if this HAA was required for the issuance of the NFR, 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.

13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

14. 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.

15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

If required to be sent to the Illinois Environmental Protection Agency, then to:

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:

Mark Humberger
Principle Program Manager
Shell Oil Products US
910 Louisiana – Room 687
Houston, Texas
Phone: 713-241-7035
Fax: 713-241-1324

If to the Highway Authority:

Village of Libertyville
200 East Cook Ave.
Libertyville, IL 60048
ATTN:
Phone:
Fax:

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

VILLAGE OF LIBERTYVILLE

Date: _____, 2012

By:
Its:

Owner/Operator

Date: _____, 2012

By: Mark Himberger
Title: Principle Program Manager

EXHIBIT A



NORTH



SCALE IN FEET

LEGEND

--- PROPERTY BOUNDARY

◆ MONITORING WELL LOCATION

◆ SOIL BORING LOCATION

◆ SOIL SAMPLING LOCATION

SB-1 SOIL BORING NUMBER

3/26/1992 SOIL SAMPLING DATE

10-12 FT SOIL SAMPLING DEPTH (FT.)

B <0.002 BENZENE

T <0.002 TOLUENE

E <0.002 ETHYLBENZENE

X <0.004 TOTAL XYLENES

NOTES: ◆ * LESS THAN LABORATORY REPORTING LIMIT

ALL CONCENTRATIONS IN MILLIGRAMS PER KILOGRAM (mg/kg)

BOLDED SAMPLES EXCEED TIER I (SROU) CLASS II GROUNDWATER

GRAY CROSS HATCHING = SAMPLES COLLECTED BELOW GROUNDWATER TABLE

GRAY SHADED OBJECTS INDICATE FORMER SITE FEATURES

ESTIMATED EXTENT OF SOIL IMPACT



NOTE: BASE MAP PROVIDED BY MARCHESE AND SONS, INC.

JIFFY LUBE INTERNATIONAL

JIFFY LUBE #787

445 SOUTH MILWAUKEE AVENUE

LIBERTYVILLE, ILLINOIS

ESTIMATED EXTENT OF SOIL IMPACT MAP

DATE: Apr 02, 2012

FIGURE NUMBER:

15802687.10000

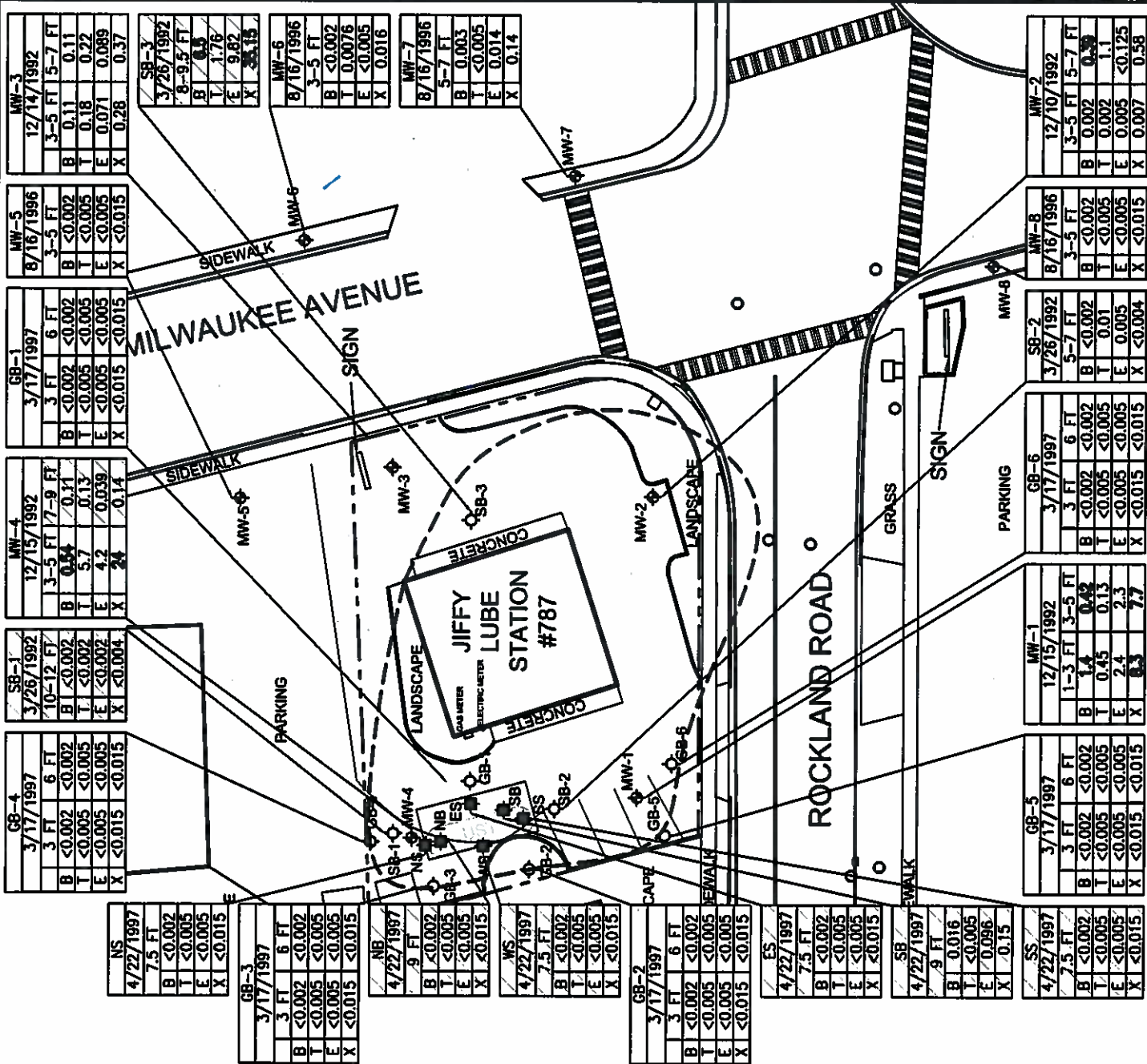
CREATED BY: JMM

CHECKED BY: GG

SCALE: AS SHOWN



100 SOUTH MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS
PHONE: (312) 338-1000



MW-3	
12/14/1992	3-5 FT 5-7 FT
B	0.11 0.11
T	0.18 0.22
E	0.071 0.089
X	0.28 0.37

MW-5	
8/16/1996	3-5 FT
B	<0.002
T	<0.005
E	<0.005
X	<0.015

GB-1	
3/17/1997	3 FT 6 FT
B	<0.002 <0.002
T	<0.005 <0.005
E	<0.005 <0.005
X	<0.015 <0.015

MW-4	
12/15/1992	3-5 FT 7-9 FT
B	0.14 0.11
T	0.13 0.13
E	0.039 0.14
X	0.24 0.14

SB-1	
3/26/1992	10-12 FT
B	<0.002
T	<0.002
E	<0.002
X	<0.004

GB-4	
3/17/1997	3 FT 6 FT
B	<0.002 <0.002
T	<0.005 <0.005
E	<0.005 <0.005
X	<0.015 <0.015

NS	
4/22/1997	7.5 FT
B	<0.002
T	<0.005
E	<0.005
X	<0.015

GB-3	
3/17/1997	3 FT 6 FT
B	<0.002 <0.002
T	<0.005 <0.005
E	<0.005 <0.005
X	<0.015 <0.015

NB	
4/22/1997	9 FT
B	<0.002
T	<0.005
E	<0.005
X	<0.015

WS	
4/22/1997	7.5 FT
B	<0.002
T	<0.005
E	<0.005
X	<0.015

GB-2	
3/17/1997	3 FT 6 FT
B	<0.002 <0.002
T	<0.005 <0.005
E	<0.005 <0.005
X	<0.015 <0.015

ES	
4/22/1997	7.5 FT
B	<0.002
T	<0.005
E	<0.005
X	<0.015

SB	
4/22/1997	9 FT
B	0.016
T	<0.005
E	0.096
X	0.15

GB-5	
3/17/1997	3 FT 6 FT
B	<0.002 <0.002
T	<0.005 <0.005
E	<0.005 <0.005
X	<0.015 <0.015

MW-1	
12/15/1992	1-3 FT 3-5 FT
B	1.4 0.42
T	0.45 0.13
E	2.4 2.3
X	0.3 7.7

GB-6	
3/17/1997	3 FT 6 FT
B	<0.002 <0.002
T	<0.005 <0.005
E	<0.005 <0.005
X	<0.015 <0.015

MW-8	
8/16/1996	3-5 FT
B	<0.002
T	<0.005
E	<0.005
X	<0.015

MW-2	
12/10/1992	3-5 FT 5-7 FT
B	0.002 0.002
T	0.002 1.1
E	0.005 <0.125
X	0.007 0.58



NORTH



LEGEND

- PROPERTY BOUNDARY
- ◆ MONITORING WELL LOCATION
- ◇ SOIL BORING LOCATION
- ◇ SOIL SAMPLING LOCATION
- ◇ ABANDONED MONITORING WELL

4/27/2008	MW-1	WELL NUMBER
94.77		SAMPLING DATE
B 392.5		GROUNDWATER ELEVATION (FT.)
T 4.37		BENZENE
E 223.9		TOLUENE
X 52.9		ETHYLBENZENE
		TOTAL XYLENES

NOTE:

◆ = LESS THAN LABORATORY REPORTING LIMIT

ALL CONCENTRATIONS IN MILLIGRAMS PER LITER (mg/L)

BOLDED SAMPLES EXCEED TIER 1 GROUNDWATER QUALITY OBJECTIVES

GRAY SHADED OBJECTS INDICATE FORMER SITE FEATURES

ESTIMATED EXTENT OF GROUNDWATER ABOVE THE TIER 1 GROUdS (BASED ON R26 MODEL AND ACTUAL GROUNDWATER QUALITY DATA)

GROUNDWATER FLOW DIRECTION (9.3.97)

NOTES: MAP PROVIDED BY MARCHESE AND SONS, INC.

JIFFY LUBE INTERNATIONAL
JIFFY LUBE #787
445 SOUTH MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS

ESTIMATED EXTENT OF GROUNDWATER IMPACT MAP

DATE	Apr 02, 2012	FIGURE NUMBER:	
PROJECT NUMBER	15802687.10000	DATE OF:	GC
DRAWN BY:	JMM	CHECKED BY:	JMM
SCALE:		AS SHOWN	



100 SOUTH WACKER DRIVE
 LIBERTYVILLE, ILLINOIS 62253
 PHONE: (618) 338-1000

MW-7	9/3/1997	694.80	B <0.0005	T <0.0005	E <0.0005	X <0.0001
MW-6	9/3/1997	694.26	B <0.0005	T <0.0005	E <0.0005	X 0.00056
MW-3	9/3/1997	693.18	B 3.0	T 0.032	E 0.29	X 0.73
MW-5	9/3/1997	696.43	B <0.0005	T <0.0005	E <0.0005	X 0.0028
MW-4	9/3/1997	695.70	B <0.0005	T <0.0005	E <0.0005	X <0.0005

MW-1	9/3/1997	694.94	B <0.0005	T <0.0005	E <0.0005	X 0.00058
MW-2	9/3/1997	696.66	B 0.06	T <0.0005	E <0.0005	X 0.047
MW-8	9/3/1997	695.03	B <0.0005	T <0.0005	E <0.0005	X <0.0005

MILWAUKEE AVENUE

ROCKLAND ROAD

JIFFY LUBE STATION #787

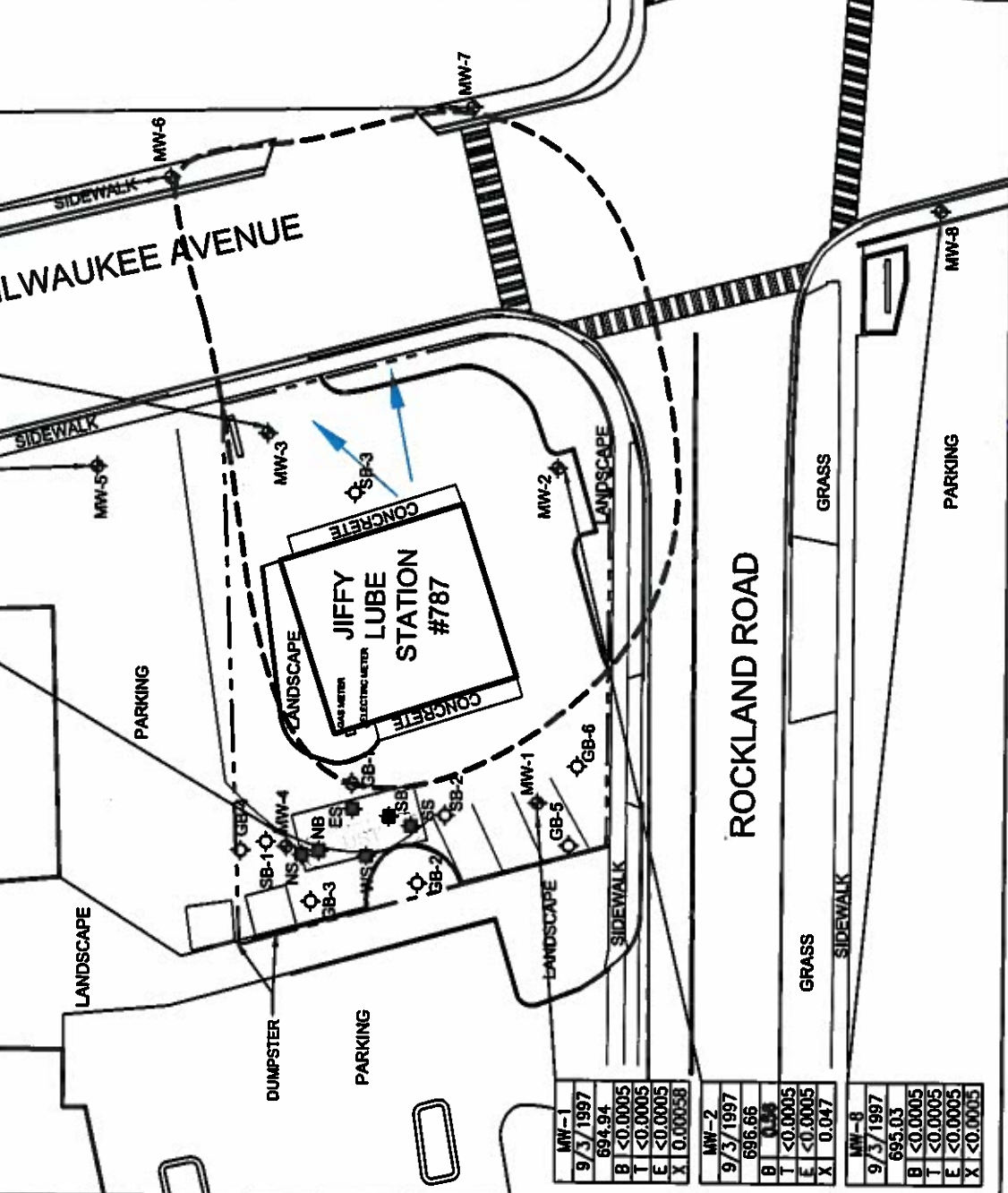


EXHIBIT B

TABLE 1
Soil Analytical Results

Jiffy Lube International
Jiffy Lube #787
445 South Milwaukee Avenue
Libertyville, Illinois
LUST #923171

Tier 1 Exposure Routes & Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethybenzene (mg/kg)	Xylene(s) (mg/kg)
<i>Ingestion (Industrial/Commercial)</i>			100	410,000	200,000	410,000
<i>Inhalation (Industrial/Commercial)</i>			1.6	650	400	320
<i>Inhalation (Construction Worker)</i>			2.2	42	58	5.6
<i>Ingestion (Construction Worker)</i>			2,300	410,000	20,000	41,000
<i>SCGIER - Class I Groundwater</i>			0.03	12	13	150
<i>SCGIER - Class II Groundwater</i>			0.17	29	19	150
<i>Soil Saturation Limit</i>			870	650	400	320
Soil Sample Location	Date	Depth (ft)				
SB-1, SS-1	03/26/92	10-12	<0.002	<0.002	<0.002	<0.004
SB-2, SS-2	03/26/92	5-7	<0.002	0.01	0.005	<0.004
SB-3, SS-3	03/26/92	8-9.5	6.5	1.76	9.82	35.15
MW-1, SS-1	12/15/92	1-3	1.4	0.45	2.4	8.3
MW-1, SS-2	12/15/92	3-5	0.42	0.13	2.3	7.7
MW-2, SS-2	12/10/92	3-5	0.002	0.002	0.005	0.007
MW-2, SS-3	12/10/92	5-7	0.39	1.1	<0.125	0.58
MW-3, SS-2	12/14/92	3-5	0.11	0.18	0.071	0.28
MW-3, SS-3	12/14/92	5-7	0.11	0.22	0.089	0.37
MW-4, SS-2	12/15/92	3-5	0.54	5.7	4.2	24
MW-4, SS-4	12/15/92	7-9	0.11	0.13	0.039	0.14
MW-5	08/16/96	3-5	<0.002	<0.005	<0.005	<0.015
MW-6	08/16/96	3-5	<0.002	0.0076	<0.005	0.016
MW-7	08/16/96	5-7	0.003	<0.005	0.014	0.14
MW-8	08/16/96	3-5	<0.002	<0.005	<0.005	<0.015
GB-1	03/17/97	3	<0.002	<0.005	<0.005	<0.015
GB-1	03/17/97	6	<0.002	<0.005	<0.005	<0.015
GB-2	03/17/97	3	<0.002	<0.005	<0.005	<0.015
GB-2	03/17/97	6	<0.002	<0.005	<0.005	<0.015
GB-3	03/17/97	3	<0.002	<0.005	<0.005	<0.015
GB-3	03/17/97	6	<0.002	<0.005	<0.005	<0.015
GB-4	03/17/97	3	<0.002	<0.005	<0.005	<0.015
GB-4	03/17/97	6	<0.002	<0.005	<0.005	<0.015
GB-5	03/17/97	3	<0.002	<0.005	<0.005	<0.015
GB-5	03/17/97	6	<0.002	<0.005	<0.005	0.018
GB-6	03/17/97	3	<0.002	<0.005	<0.005	<0.015
GB-6	03/17/97	6	<0.002	<0.005	<0.005	<0.015
North Sidewall	04/22/97	7.5	<0.002	<0.005	<0.005	<0.015
South Sidewall	04/22/97	7.5	<0.002	<0.005	<0.005	<0.015
East Sidewall	04/22/97	7.5	<0.002	<0.005	<0.005	<0.015
West Sidewall	04/22/97	7.5	<0.002	<0.005	<0.005	<0.015
South Bottom	04/22/97	9	0.016	<0.005	0.096	0.15
North Bottom	04/22/97	9	<0.002	<0.005	<0.005	<0.015

NOTES:

- 1) mg/kg = milligrams per kilogram
- 2) SCGIER = Soil Component of the Groundwater Ingestion Exposure Route
- 3) ft = Feet
- 4) ND = Not detected above analytical method detection limit.
- 5) Bold = Analytical result exceeds Tier 1 soil remediation objective for Class II groundwater onsite and Class I groundwater offsite.
- 6) <0.005 = Not detected above laboratory reporting limit
- 7) Shaded = Soil samples were collected below the groundwater table
- 8) Shaded/italics = Soil sampled was excavated
- 9) */Shaded/italics = Soil sample was collected below the groundwater table

**Table 2
GROUNDWATER ELEVATIONS AND ANALYTICAL RESULTS**

Jiffy Lube International
Jiffy Lube #787
445 South Milwaukee Avenue
Libertyville, Illinois
LUST #923171

Tier 1 Exposure Routes & Groundwater Remediation Objectives					Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylenes (mg/L)
Class I Groundwater (Offsite)					0.005	3	0.7	10
Class II Groundwater (Onsite)					0.025	3	3	10
Monitoring Well ID	Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylenes (mg/L)
MW-1	01/26/93	701.5	3.50	698.00	<0.002	<0.002	<0.002	<0.002
	01/26/95	701.5	5.66	695.84	<0.002	<0.002	<0.002	<0.002
	04/26/95	701.5	5.67	695.83	<0.0005	<0.0005	<0.0005	<0.0005
	07/25/95	701.5	6.48	695.02	<0.0005	<0.0005	<0.0005	<0.0005
	11/13/95	701.5	5.72	695.78	<0.0005	<0.0005	<0.0005	<0.0005
	02/07/96	701.5	6.21	695.29	<0.0005	<0.0005	<0.0005	<0.0005
	05/02/96	701.5	6.81	694.69	<0.0005	<0.0005	<0.0005	<0.0005
	08/21/96	701.5	6.62	694.88	<0.0005	<0.0005	<0.0005	<0.0005
	12/30/96	701.5	6.62	694.88	<0.0005	<0.0005	<0.0005	<0.0005
	09/03/97	701.5	6.56	694.94	<0.0005	<0.0005	<0.0005	0.00058
MW-2	01/26/93	700.46	4.25	696.21	0.49	0.005	0.002	0.002
	01/26/95	700.46	3.80	696.66	0.26	0.004	0.003	0.005
	04/26/95	700.46	4.00	696.46	0.49	<0.025	<0.025	<0.025
	07/25/95	700.46	3.53	696.93	0.44	<0.013	<0.013	<0.013
	11/13/95	700.46	3.39	697.07	0.4	<0.025	<0.025	0.035
	02/07/96	700.46	4.88	695.58	0.47	0.0078	0.0045	0.0053
	05/02/96	700.46	4.66	695.80	0.34	0.0041	0.0027	<0.0025
	08/21/96	700.46	5.02	695.44	0.33	<0.005	<0.005	0.046
	12/30/96	700.46	4.48	695.98	0.37	0.011	0.0067	0.01
	09/03/97	700.46	3.80	696.66	0.56	<0.0005	<0.0005	0.047
MW-3	01/26/93	700.73	5.55	695.18	1.1	0.41	0.13	0.57
	01/26/95	700.73	5.07	695.66	2.3	0.13	0.13	0.55
	04/26/95	700.73	7.08	693.65	3.7	0.5	0.97	3
	07/25/95	700.73	7.45	693.28	2	0.027	0.23	0.93
	11/13/95	700.73	7.55	693.18	1.4	0.077	0.14	0.58
	02/07/96	700.73	7.64	693.09	3.3	0.022	0.099	0.21
	05/02/96	700.73	7.52	693.21	0.48	0.22	0.88	2.6
	08/21/96	700.73	7.73	693.00	1.8	0.023	0.19	0.4
	12/30/96	700.73	7.42	693.31	2.9	0.06	0.18	0.4
	09/03/97	700.73	7.55	693.18	3	0.032	0.29	0.73
MW-4	01/26/93	702.22	5.75	696.47	<0.002	<0.002	<0.002	<0.008
	01/26/95	702.22	4.78	697.44	<0.002	<0.002	<0.002	<0.008
	04/26/95	702.22	4.40	697.82	<0.0005	<0.0005	0.00051	0.00079
	07/25/95	702.22	6.40	695.82	<0.0005	<0.0005	<0.0005	<0.0005
	11/13/95	702.22	4.69	697.53	<0.0005	<0.0005	<0.0005	<0.0005
	02/07/96	702.22	6.19	696.03	<0.0005	<0.0005	<0.0005	0.00053
	05/02/96	702.22	5.50	696.72	<0.0005	<0.0005	<0.0005	<0.0005
	08/21/96	702.22	6.68	695.54	<0.0005	<0.0005	<0.0005	<0.0005
	12/30/96	702.22	6.74	695.48	<0.0005	<0.0005	<0.0005	<0.0005
	09/03/97	702.22	6.52	695.70	<0.0005	<0.0005	<0.0005	<0.0005
MW-5	08/21/96	701.31	4.92	696.39	<0.0005	0.029	<0.0005	<0.0005
	12/30/96	701.31	5.26	696.03	<0.0005	<0.0005	<0.0005	<0.0005
	09/03/97	701.31	4.88	696.43	<0.0005	<0.0005	<0.0005	0.0028
MW-6	08/21/96	700.53	6.14	694.39	<0.0005	<0.0005	<0.0005	<0.0005
	12/30/96	700.53	6.39	694.14	<0.0005	<0.0005	<0.0005	<0.0005
	09/03/97	700.53	6.27	694.26	<0.0005	<0.0005	<0.0005	0.00056
MW-7	08/21/96	699.93	5.43	694.50	<0.0005	<0.0005	<0.0005	<0.0005
	12/30/96	699.93	5.59	694.34	<0.0005	<0.0005	<0.0005	<0.0005
	09/03/97	699.93	5.33	694.60	<0.0005	<0.0005	<0.0005	0.001
MW-8	08/21/96	699.91	6.29	693.62	0.00079	<0.0005	<0.0005	<0.0005
	12/30/96	699.91	5.69	694.22	<0.0005	<0.0005	<0.0005	<0.0005
	09/03/97	699.91	4.88	695.03	<0.0005	<0.0005	<0.0005	<0.0005

- Notes:**
 1) ug/L = micrograms per liter
 2) ND or <1 = Not detected above laboratory reporting limit
 3) Samples were analyzed using United States Environmental Protection Agency Method 8020A or 8260B
 4) Bold = Analytical result is above Tier 1 groundwater remediation objective for Class II groundwater

EXHIBIT C

