



Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) _____ True North Energy, LLC _____ (“Property Owner”) [*or, in the case of a petroleum leaking underground storage tank (UST), the owner/operator of the tank (“Owner/Operator”)*] and (2) _____ Village of Oak Park _____ [*Name of Entity in Control of the Right-of-Way*] (“Highway Authority”), collectively known as the “Parties.”

[*Use this paragraph for sites with petroleum leaking underground storage tank(s)*]
WHEREAS, _____ True North Energy, LLC _____ is the owner or operator of one or more leaking underground storage tanks presently or formerly located at _____ 1 West Harrison Street, Oak Park, Cook County, Illinois _____ (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced USTs _____ (“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 or Property Owner 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. [*Use this paragraph if IEMA has issued an incident number*] The Illinois Emergency Management Agency has assigned incident number(s) _____ 920065 _____ 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).
[*Use the following sentence if either soil or groundwater is not contaminated above applicable Tier 1 residential remediation objectives:* _____ is not contaminated above the applicable Tier 1 residential remediation objectives.] _____
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. *[Use this paragraph if samples have not been collected within the Right-of-Way, sampling within the Right-of-Way is not practical, and contamination does not extend beyond the 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 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. 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.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. 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.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
11. 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.
12. 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.
13. 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.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. 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.
16. 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

Village Manager, Village of Oak Park

Address 123 Madison Street

City Oak Park

State Illinois

Zip Code 60302

Property Owner or Owner/Operator

Name True North Energy, LLC

Address 10346 Brecksville Road

City Brecksville

State Ohio

Zip Code 44141

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

VILLAGE OF OAK PARK

Date: _____

By: Cara Pavlicek

Its: Village Manager

OWNER/OPERATOR

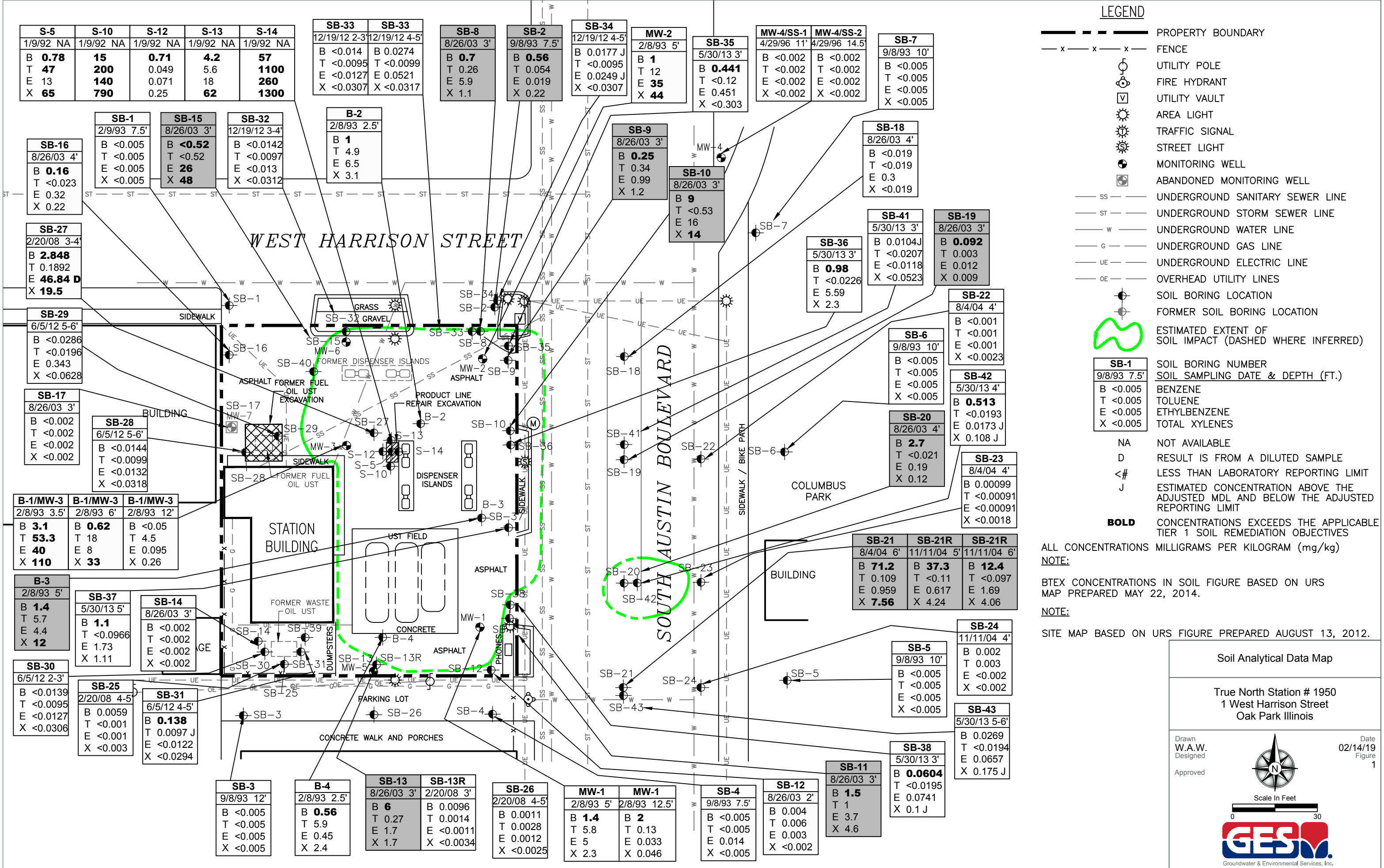
Date: _____

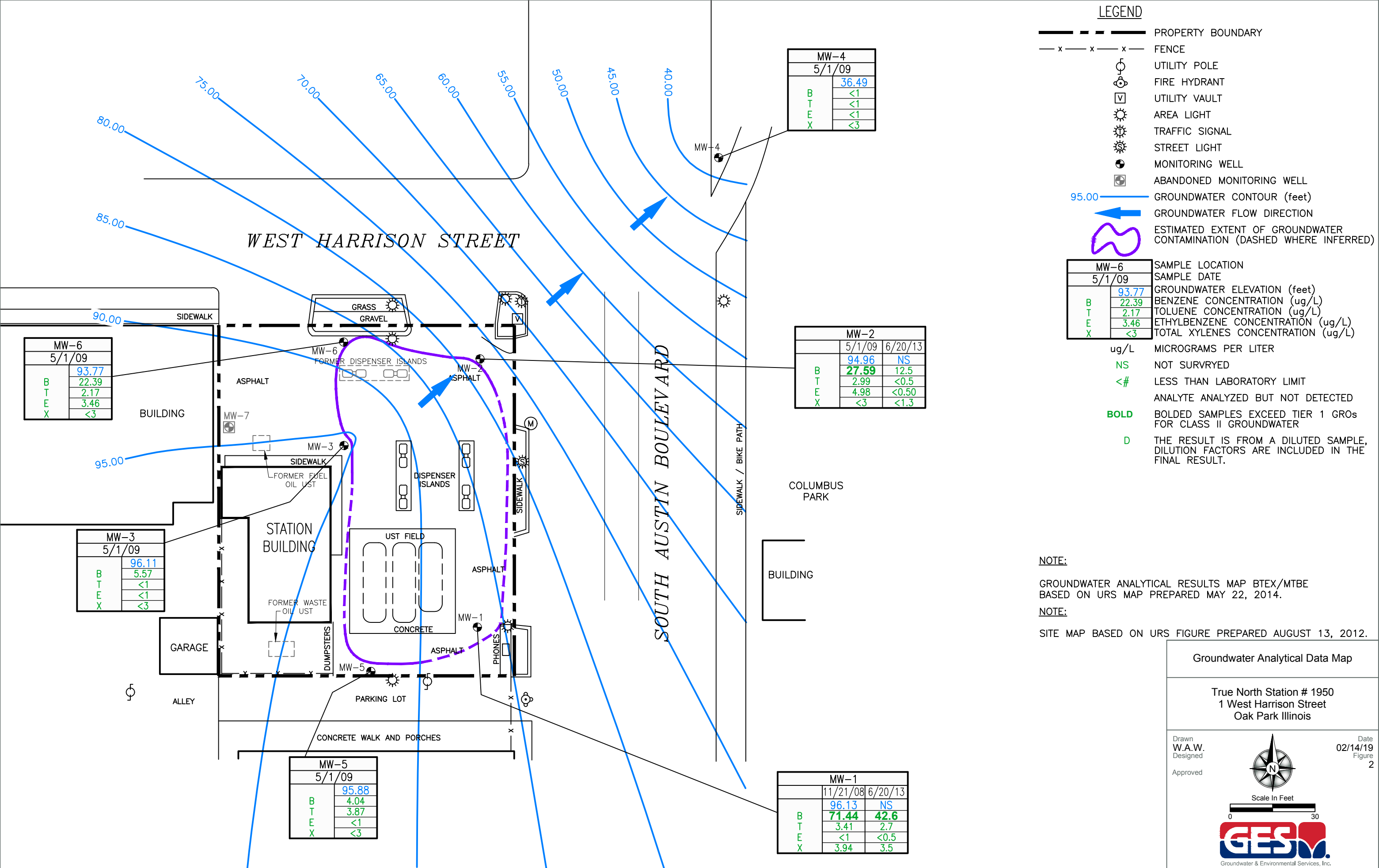
By: _____

Its: _____

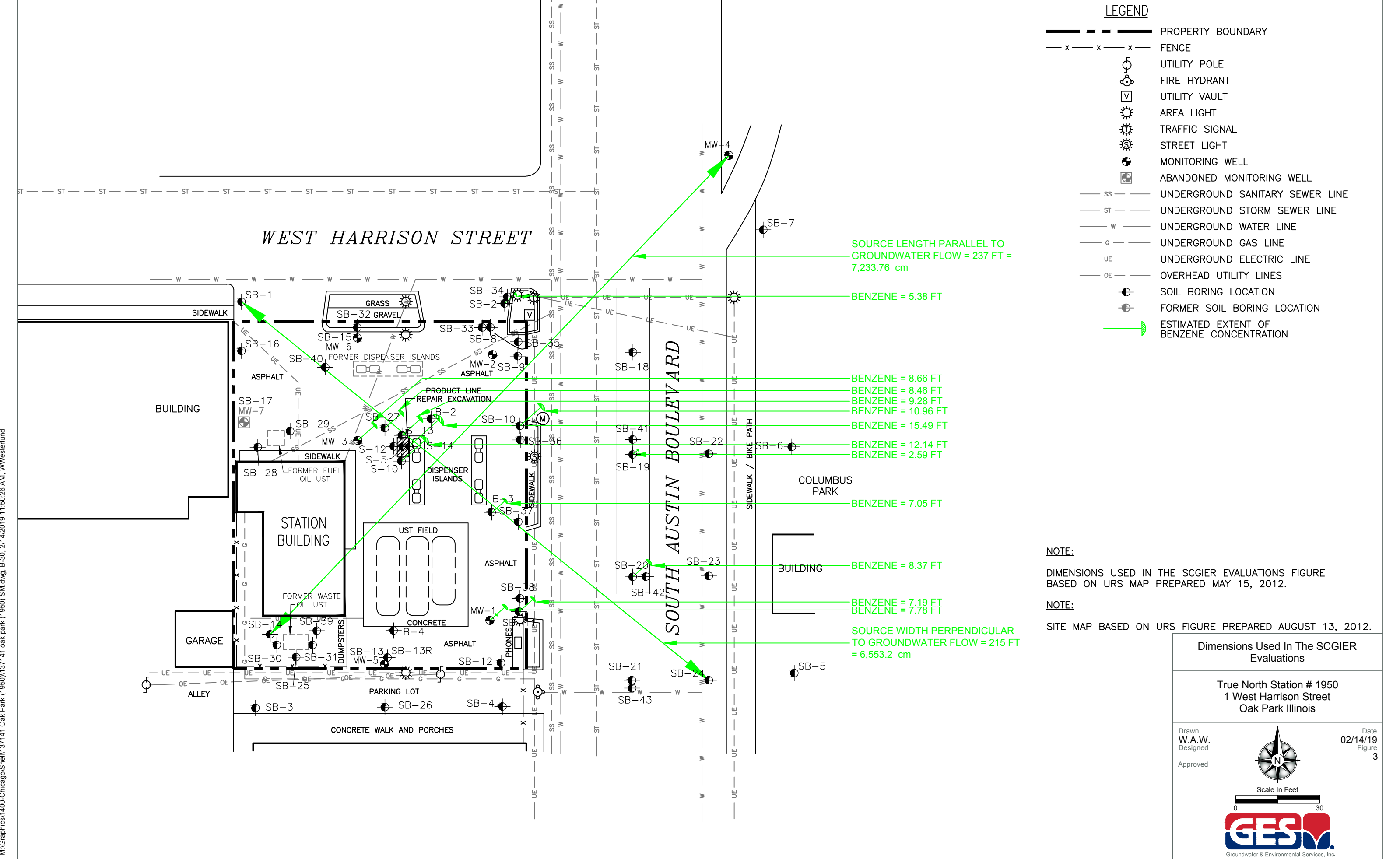
*Highway Authority Agreement
True North Service Station #1950
1 West Harrison Street, Oak Park, Cook County, Illinois*

Exhibit A

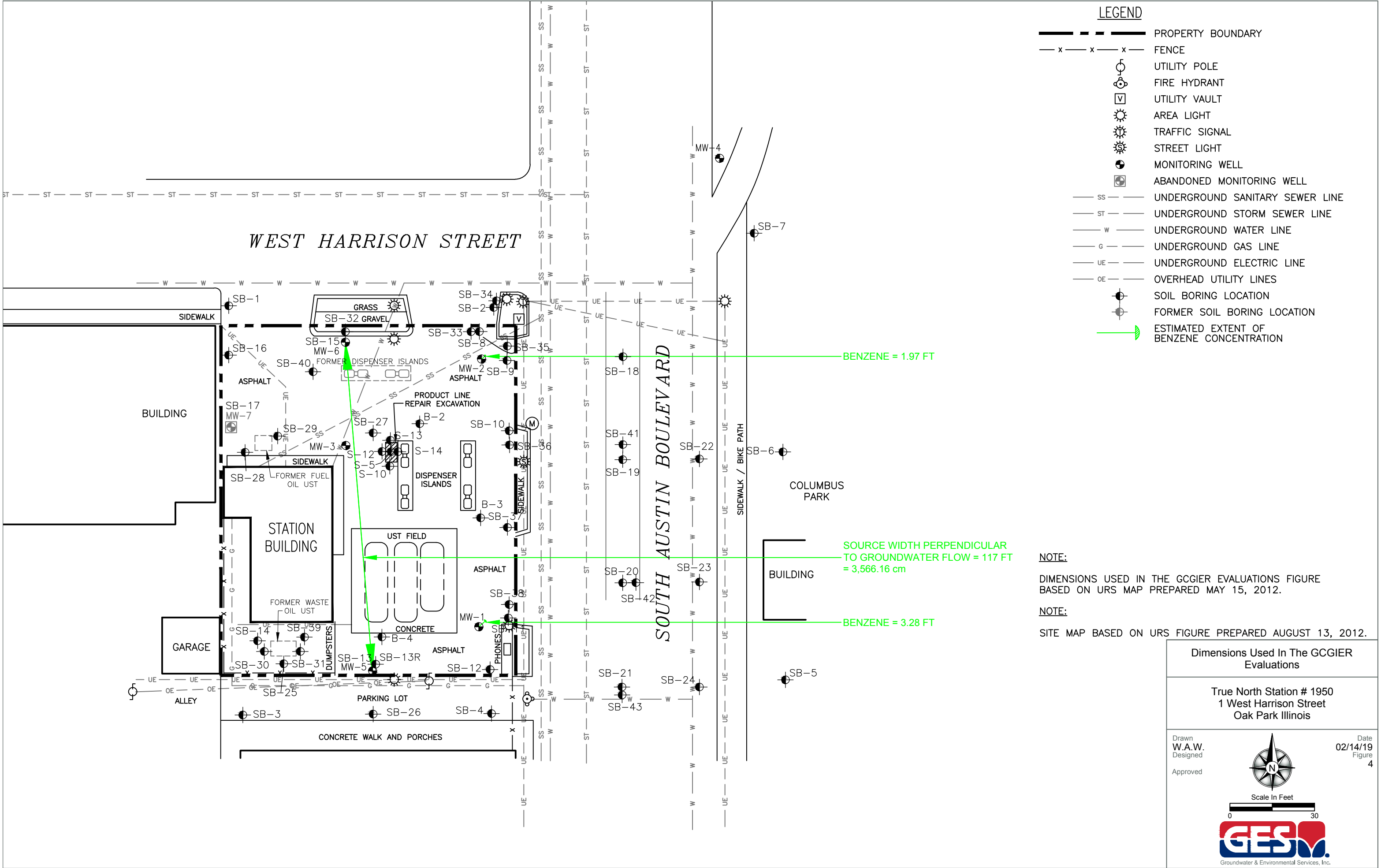




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*Highway Authority Agreement
True North Service Station #1950
1 West Harrison Street, Oak Park, Cook County, Illinois*

Exhibit B



Table 1
Soil Analytical Data - BTEX

Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)
Ingestion - Residential			12	16,000	7,800	16,000
Ingestion - Industrial/Commercial			100	410,000	200,000	410,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000
Inhalation - Residential			0.8	650	400	320
Inhalation - Industrial/Commercial			1.6	650	400	320
Inhalation - Construction Worker			2.2	42	58	5.6
Inhalation - Csat			800	580	350	280
Soil Component of Groundwater - Class II			0.17	29	19	150
Soil Component of Groundwater - Class I			0.03	12	13	150
Soil Component of Groundwater - Csat			580	290	150	110
Sample ID	Sample Date	Depth (feet)				
S-5	01/09/1992	NI	0.78	47	13	65
S-10	01/09/1992	NI	15	200	140	790
S-12	01/09/1992	NI	0.71	0.049	0.071	0.25
S-13	01/09/1992	NI	4.2	5.6	18	62
S-14	01/09/1992	NI	57	1100	260	1300
B-1/MW-3	02/08/1993	3.5	3.1	53.3	40	110
	02/08/1993	6	0.62	18	8	33
	02/08/1993	12	<0.05	4.5	0.095	0.26
B-2	02/08/1993	2.5	1	4.9	6.5	3.1
B-3 re-sampled by SB-37	02/08/1993	5	1.4	5.7	4.4	12
B-4	02/08/1993	2.5	0.56	5.9	0.45	2.4
MW-1	02/08/1993	5	1.4	5.8	5	2.3
	02/08/1993	12.5	2	0.13	0.033	0.046
MW-2	02/09/1993	5	1	12	35	44
SB-1	02/09/1993	7.5	<0.005	<0.005	<0.005	<0.005
SB-2 re-sampled by SB-34	09/08/1993	7.5	0.56	0.054	0.019	0.22
SB-3	09/08/1993	12	<0.005	<0.005	<0.005	<0.005
SB-4	09/08/1993	7.5	<0.005	<0.005	0.014	<0.005
SB-5	09/08/1993	10	<0.005	<0.005	<0.005	<0.005
SB-6	09/08/1993	10	<0.005	<0.005	<0.005	<0.005
SB-7	09/08/1993	10	<0.005	<0.005	<0.005	<0.005
MW-4 (SS-1)	04/29/1996	11	<0.002	<0.002	<0.002	<0.002
MW-4 (SS-2)	04/29/1996	14.5	<0.002	<0.002	<0.002	<0.002
SB-8 re-sampled by SB-33	08/26/2003	3	0.7	0.26	5.9	1.1
SB-9 re-sampled by SB-35	08/26/2003	3	0.25	0.34	0.99	1.2
SB-10 re-sampled by SB-36	08/26/2003	3	9	<0.53	16	14
SB-11 re-sampled by SB-38	08/26/2003	3	1.5	1	3.7	4.6
SB-12	08/26/2003	2	0.0040	0.006	0.003	<0.002
SB-13 re-sampled by SB-13R	08/26/2003	3	6	0.27	1.7	1.7
SB-13R	02/20/2008	3	0.0096	0.0014	<0.0011	<0.0034
SB-14	08/26/2003	3	<0.002	<0.002	<0.002	<0.002
SB-15 re-sampled by SB-32	08/26/2003	3	<0.52	<0.52	26	48
SB-16	08/26/2003	4	0.16	<0.023	0.32	0.22
SB-17	08/26/2003	3	<0.002	<0.002	<0.002	<0.002
SB-18	08/26/2003	4	<0.019	<0.019	0.3	<0.019
SB-19 re-sampled by SB-41	08/26/2003	3	0.092	0.003	0.012	0.009
SB-20 re-sampled by SB-42	08/26/2003	4	2.7	<0.021	0.19	0.12
SB-21 re-sampled by SB-21R	08/04/2004	6	71.2	0.109	0.959	7.56
SB-21R re-sampled by SB-43	11/11/2004	5	37.3	<0.11	0.617	4.24
	11/11/2004	6	12.4	<0.097	1.69	4.06



Table 1
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Soil Component of Groundwater - Class II			0.17	29	19	150
Soil Component of Groundwater - Class I			0.03	12	13	150
Soil Component of Groundwater - Csat			580	290	150	110
Sample ID	Sample Date	Depth (feet)				
SB-22	08/04/2004	4	<0.001	<0.001	<0.001	<0.0023
SB-23	08/04/2004	4	0.00099	<0.00091	<0.00091	<0.0018
SB-24	11/11/2004	4	0.002	0.003	<0.002	<0.002
SB-25	02/20/2008	4-5	0.0059	<0.001	<0.001	<0.003
SB-26	02/20/2008	4-5	0.0011	0.0028	0.0012	<0.0025
SB-27	02/20/2008	3-4	2.848	0.1892	46.84 D	19.5
SB-28	06/05/2012	5-6	<0.0144	<0.0099	<0.0132	<0.0318
SB-29	06/05/2012	5-6	<0.0286	<0.0196	0.343	<0.0628
SB-30	06/05/2012	2-3	<0.0139	<0.0095	<0.0127	<0.0306
SB-31	06/05/2012	4-5	0.138	0.0097J	<0.0122	<0.0294
SB-32	12/19/2012	3-4	<0.0142	<0.0097	<0.013	<0.0312
SB-33	12/19/2012	2-3	<0.014	<0.0095	<0.0127	<0.0307
SB-33	12/19/2012	4-5	0.0274	<0.0099	0.0521	<0.0317
SB-34	12/19/2012	4-5	0.0177J	<0.0095	0.0249 J	<0.0307
SB-35	05/30/2013	3	0.441	<0.12	0.451	<0.303
SB-36	05/30/2013	3	0.98	<0.0226	5.59	2.3
SB-37	05/30/2013	5	1.1	<0.0966	1.73	1.11
SB-38	05/30/2013	3	0.0604	<0.0195	0.0741	0.1 J
SB-41	05/30/2013	3	0.0104J	<0.0207	<0.0118	<0.0523
SB-42	05/30/2013	4	0.513	<0.0193	0.0173 J	0.108 J
SB-43	05/30/2013	5-6	0.0269	<0.0194	0.0657	0.175 J

mg/kg = milligrams per kilogram
NI = No Information
Bold = Concentration exceeds the applicable Tier 1 Soil Remediation Objectives
<# = Less than the method detection limit of #
Shaded = Resampled at a later date
D = Result is from a diluted sample
J = Estimated concentration above the adjusted MDL and below the adjusted reporting limit

Table 2
Groundwater Analytical Data - BTEX

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)
Class I Groundwater					5	1,000	700	10,000
Class II Groundwater					25	2,500	1,000	10,000
Indoor Inhalation - Residential					110	530,000	370	30,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)				
MW-1	2/17/1993	37.30	3.00	34.30	770	9	23	13
	9/8/1993	37.30	NS	NS	350	16	42	140
	4/27/1994	37.30	2.88	34.42	76	8	24	14
	1/13/1995	37.30	3.14	34.16	<1	<1	<1	<1
	5/25/1995	37.30	2.83	34.47	130	3	8	3
	11/16/1995	37.30	2.45	34.85	85	<1	<1	<1
	5/16/1995	37.30	3.34	33.96	34	<1	2	2
	12/2/1998	37.30	1.84	35.46	130	<1	<1	3
	5/3/1999	37.30	1.53	35.77	100	2	1	3
	9/15/2003	98.48	3.03	95.45	59	5.2	<1	4.6
	3/8/2004	98.48	3.50	94.98	62	2.4	<1	2.6
	9/3/2004	98.48	1.97	96.51	11.5	<1	<1	<1
	12/19/2005	98.48	2.68	95.80	82.3	1.93	<1	3.68
	7/27/2006	98.48	2.40	96.08	31	1.9	<1	<3
	3/6/2008	98.48	2.60	95.88	63.9	5.1	3.4	11.5
	6/17/2008	98.48	1.11	97.37	39.41	<1	<1	<3
	11/21/2008	98.48	2.35	96.13	71.44	3.41	<1	3.94
	5/1/2009	98.48	NS	NS	Under Immovable Vehicle			
	6/20/2013	98.48	NS	NS	42.6	2.7	<0.5	3.5
MW-2	2/17/1993	37.50	9.00	28.50	85	53	13	58
	9/8/1993	37.50	NS	NS	330	8	200	78
	4/27/1994	37.50	3.66	33.84	62	15	66	31
	1/13/1995	37.50	3.80	33.70	58	2	25	7
	5/25/1995	37.50	3.42	34.08	33	<1	10	5
	11/16/1995	37.50	3.07	34.43	31	<1	14	2
	5/16/1995	37.50	4.22	33.28	14	<1	2	<1
	12/2/1998	37.50	3.29	34.21	120	<1	6	29
	5/3/1999	37.50	3.37	34.13	62	<1	33	3
	9/15/2003	98.46	3.83	94.63	15	2.2	<1	3
	3/8/2004	98.46	4.48	93.98	110	4.6	28	7
	9/3/2004	98.46	3.57	94.89	19.3	<1	<1	14
	12/19/2005	98.46	3.62	94.84	119	2.95	4.8	4.15
	7/27/2006	98.46	3.43	95.03	8.34	1.15	<1	<3
	3/6/2008	98.46	4.06	94.40	53.8	2.5	6.6	4.2
	6/17/2008	98.46	3.44	95.02	6.61	<1	<1	<3
	11/21/2008	98.46	3.14	95.32	33.73	1.76	<1	<3
	5/1/2009	98.46	3.50	94.96	27.59	2.99	4.98	<3
	6/20/2013	98.46	NS	NS	12.5	<0.5	<0.50	<1.3
MW-3	2/17/1993	37.86	4.00	33.86	<2	11	13	14
	9/8/1993	37.86	NS	NS	82	9	65	75
	4/27/1994	37.86	3.39	34.47	150	4	100	34
	1/13/1995	37.86	3.51	34.35	55	5	47	21
	5/25/1995	37.86	3.48	34.38	67	2	31	14
	11/16/1995	37.86	3.07	34.79	51	<1	3	2
	5/16/1995	37.86	4.18	33.68	12	<1	71	5
	12/2/1998	37.86	4.18	33.68	140	3	56	74
	5/3/1999	37.86	2.54	35.32	39	<1	9	5
	9/15/2003	98.79	3.20	95.59	7.7	<1	<1	<1
	3/8/2004	98.79	3.32	95.47	1.5	<1	<1	<1
	9/3/2004	98.79	2.71	96.08	<0.5	<1	<1	<1
	12/19/2005	98.79	3.37	95.42	24.3	<1	<1	<3
	7/27/2006	98.79	2.70	96.09	52	<1	<1	<3
	3/6/2008	98.79	3.21	95.58	18.2	<1	<1	<3
	6/17/2008	98.79	2.93	95.86	14.22	<1	<1	<3
	11/21/2008	98.79	2.94	95.85	15.89	1.41	<1	2.18
	5/1/2009	98.79	2.68	96.11	5.57	<1	<1	<3
MW-4	5/16/1996	37.24	4.25	32.99	<1	<1	<1	<1
	12/2/1998	37.24	4.44	32.80	<1	<1	<1	<1
	5/3/1999	37.24	3.69	33.55	<1	<1	<1	<1
	9/15/2003	37.24	NS	NS	NS	NS	NS	NS
	3/8/2004	37.24	NS	NS	NS	NS	NS	NS
	9/3/2004	37.24	NS	NS	Well Not Found, Assumed Destroyed			
	12/19/2005	37.24	NS	NS	Unable to Locate			
	7/27/2006	37.24	NS	NS	Unable to Locate			
	3/6/2008	37.24	3.58	33.66	<1	<1	<1	<3
	6/17/2008	37.24	1.68	35.56	<1	<1	<1	<3
	11/21/2008	37.24	2.91	34.33	<1	<1	<1	<3
	5/1/2009	37.24	0.75	36.49	<1	<1	<1	<3



Table 2
Groundwater Analytical Data - BTEX

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)
Class I Groundwater					5	1,000	700	10,000
Class II Groundwater					25	2,500	1,000	10,000
Indoor Inhalation - Residential					110	530,000	370	30,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)				
MW-5	9/15/2003	98.77	3.33	95.44	16	<1	<1	<1
	3/8/2004	98.77	3.12	95.65	3.7	<1	<1	<1
	9/3/2004	98.77	2.76	96.01	8.7	<1	<1	<1
	12/19/2005	98.77	4.86	93.91	1.19	<1	<1	<3
	7/27/2006	98.77	3.91	94.86	6.2	<1	<1	<3
	3/6/2008	98.77	NS	NS	Covered by 2 Feet of Ice			
	6/17/2008	98.77	3.98	94.79	8.54	<1	<1	<3
	11/21/2008	98.77	0.00	98.77	<25	<25	<25	<75
	5/1/2009	98.77	2.89	95.88	4.04	3.87	<1	<3
MW-6	9/15/2003	98.42	4.56	93.86	69	<2	190	180
	3/8/2004	98.42	4.60	93.82	85	<2	240	46
	9/3/2004	98.42	3.16	95.26	65.2	<1	226	22.4
	12/19/2005	98.42	5.20	93.22	19.6	<1	48	39.9
	7/27/2006	98.42	5.13	93.29	19.6	<1	8.94	4.87
	3/6/2008	98.42	4.41	94.01	28.9	1.1	10	<3
	6/17/2008	98.42	4.83	93.59	55.53	<1	3.1	2.49
	11/21/2008	98.42	5.27	93.15	21.6	<20	<20	<60
	5/1/2009	98.42	4.65	93.77	22.39	2.17	3.46	<3
MW-7	9/15/2003	98.87	4.28	94.59	<1	<1	9.3	15
	3/8/2004	98.87	NS	NS	NS	NS	NS	NS
	9/3/2004	98.87	3.68	95.19	<0.5	<1	<1	<1
	12/19/2005	98.87	NS	NS	Unable to Locate			
	7/27/2006	98.87	NS	NS	Unable to Locate			
	3/6/2008	98.87	NS	NS	Covered by 3 Feet of Ice			
	6/17/2008	98.87	NS	NS	Destroyed			
	11/21/2008	98.87	NS	NS	Destroyed			
	5/1/2009	98.87	NS	NS	Destroyed			

ug/L = Micrograms/Liter
Bold = Concentration exceeds the applicable Tier 1 Groundwater Remediation Objectives
<# = Less than the method detection limit of #
NS = Not Sampled

*Highway Authority Agreement
True North Service Station #1950
1 West Harrison Street, Oak Park, Cook County, Illinois*

Exhibit C

