

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. _____

STATE OF ILLINOIS,

Defendant.

CONSENT DECREE

TABLE OF CONTENTS

I.	BACKGROUND	1
II.	JURISDICTION AND VENUE	3
III.	PARTIES BOUND	3
IV.	DEFINITIONS.....	3
V.	OBJECTIVES	5
VI.	PERFORMANCE OF THE WORK.....	6
VII.	PROPERTY REQUIREMENTS	6
VIII.	INSURANCE.....	7
IX.	FORCE MAJEURE	8
X.	DISPUTE RESOLUTION	9
XI.	STIPULATED PENALTIES	10
XII.	COVENANTS AND RESERVATIONS BY UNITED STATES.....	12
XIII.	COVENANTS BY SETTLING DEFENDANT	14
XIV.	EFFECT OF SETTLEMENT; CONTRIBUTION	14
XV.	RECORDS	15
XVI.	NOTICES AND SUBMISSIONS.....	17
XVII.	APPENDIXES	18
XVIII.	MODIFICATIONS TO DECREE	18
XIX.	SIGNATORIES	18
XX.	PRE-ENTRY PROVISIONS	18
XXI.	INTEGRATION	18
XXII.	FINAL JUDGMENT	18

I. BACKGROUND

1. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter against the State of Illinois (“State” or “Settling Defendant”) under sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”).

2. The United States in its complaint seeks, *inter alia*: (1) reimbursement of costs incurred by EPA and the Department of Justice (“DOJ”) for response actions at the NPL-8 Area Operable Unit of the Ottawa Radiation Areas Superfund Site in Ottawa, Illinois (“NPL-8 Site”), together with accrued interest; and (2) performance of a response action at the NPL-8 Site consistent with the National Contingency Plan, 40 C.F.R. part 300 (“NCP”).

3. In accordance with section 105 of CERCLA, EPA listed the Ottawa Radiation Areas Superfund Site on the National Priorities List (“NPL”), set forth at 40 C.F.R. part 300, Appendix B, by publication in the Federal Register on July 29, 1991.

4. In response to a release or a substantial threat of a release of hazardous substances at or from the NPL-8 Site, EPA completed a Remedial Investigation for the NPL-8 Site (which contains two sub-areas: the Landfill Area and the Frontage Area) on April 13, 1998, a Feasibility Study on July 9, 1999, and a Remedial Design on February 28, 2007, in accordance with 40 C.F.R. §§ 300.430 and 300.435.

5. EPA selected a remedial action to be implemented at the NPL-8 Site (Landfill and Frontage Areas), which is embodied in a final Record of Decision (“ROD”) executed on September 8, 2000.

6. EPA later discovered additional areas of contamination at the NPL-8 Frontage Area and completed a Remedial Investigation for the NPL-8 Frontage Area on March 7, 2003, a Feasibility Study on July 10, 2003, and a Remedial Design on February 28, 2007, in accordance with 40 C.F.R. §§ 300.430 and 300.435.

7. EPA selected a further remedial action to be implemented at the Frontage Area, which is embodied in a ROD executed on September 24, 2003.

8. In accordance with section 117 of CERCLA and 40 C.F.R. § 300.430(f), EPA published notice of the completion of the Feasibility Study and of the proposed plan for remedial action at the NPL-8 Site (Landfill and Frontage Areas) on February 9, 2000, and for the NPL-8 Site Frontage Area on July 16, 2003, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on both proposed plans for remedial action. A copy of the transcripts of the public meetings and comments received are available to the public as part of the administrative records upon which the Regional delegatee, EPA Region 5, based the selection of the response actions in these RODs.

9. The Ottawa Radiation Areas Superfund Site consists of 16 subareas scattered around the City of Ottawa. These became contaminated with radium-226 as a result of activities associated with two radium-dial painting companies that operated in the city during the first half of the 20th century. The subarea at issue in this Consent Decree, the NPL-8 Site, is the only remaining subarea requiring cleanup. It is located about one mile east of the Ottawa city limits, along the Fox River and contains two sub-areas. The NPL-8 Landfill Area is approximately 17 acres. The Frontage Area is approximately 4 acres.

10. EPA performed a cleanup for select locations on the Frontage Area in 2020, leaving certain other waste on the property for a future cleanup, anticipated to be performed with a cleanup of the Landfill Area.

11. EPA will perform the remedial action at NPL-8 Landfill and Frontage Areas, except for certain support activities that will be performed by Settling Defendant under this Decree. The remedial action will involve cleaning up approximately 140,000 tons of radium-contaminated soil. EPA estimates that the cleanup will cost \$67 million to complete. EPA has obtained Bipartisan Infrastructure Law funding for the cleanup. After this remedial action is complete, no other cleanup work is required at the NPL-8 Site or the larger Ottawa Radiation Areas Superfund Site.

12. In 1937, the State acquired the NPL-8 Site as a gift from a prior site owner and plans to develop it ultimately for future recreational use as a State Park along the Fox River.

13. Under this Consent Decree, Settling Defendant will perform certain activities to support EPA's implementation of the remedial action. These support activities are set forth in the Support Work Plan for Remedial Action Activities (Appendix B) and are valued at \$10.496 million. Settling Defendant has already begun to perform certain activities prior to the initiation of the remedial action, including review of various necessary technical documents. Settling Defendant will also perform operation and maintenance at the NPL-8 Site under separate State Superfund Contracts with EPA for the Frontage Area and Landfill Area.

14. In accordance with section 122(j)(1) of CERCLA, EPA notified the Department of Interior on October 23, 2024, of negotiations with Settling Defendant regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Decree.

15. Based on the information currently available, EPA has determined that the Work will be properly and promptly conducted by Settling Defendant if conducted in accordance with this Decree.

16. Settling Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint, nor does it acknowledge that the release or threatened release of hazardous substances at or from the Site constitute an imminent and substantial endangerment to the public health or welfare or the environment.

17. The Parties recognize, and the Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith, that implementation of this Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the

Parties, and that this Decree is fair, reasonable, in the public interest, and consistent with CERCLA.

NOW, THEREFORE, it is hereby **ORDERED** and **DECREED** as follows:

II. JURISDICTION AND VENUE

18. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1367, and 1345, and section 113(b) of CERCLA, and personal jurisdiction over the Parties. Venue lies in this District under section 113(b) of CERCLA and 28 U.S.C. §§ 1391(b), and 1395(a), because the Site is located in this judicial district. This Court retains jurisdiction over the subject matter of this action and over the Parties for the purpose of resolving disputes arising under this Decree, entering orders modifying this Decree, or effectuating or enforcing compliance with this Decree. Settling Defendant may not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

III. PARTIES BOUND

19. This Decree is binding upon the United States and upon Settling Defendant. Unless the United States otherwise consents, (a) any change in ownership or other legal status of Settling Defendant, or (b) any Transfer of the Site or any portion thereof, does not alter Settling Defendant's obligations under this Decree. Settling Defendant's responsibilities under this Decree cannot be assigned except under a modification executed in accordance with ¶ 69.

20. In any action to enforce this Decree, Settling Defendant may not raise as a defense the failure of any of its officers, directors, employees, agents, contractors, subcontractors, or any person representing Settling Defendant to take any action necessary to comply with this Decree. Settling Defendant shall provide notice of this Decree to each person representing Settling Defendant with respect to the Site or the Work. Settling Defendant shall provide notice of this Decree to each contractor performing any Work and shall ensure that notice of the Decree is provided to each subcontractor performing any Work.

IV. DEFINITIONS

21. Terms not otherwise defined in this Consent Decree have the meanings assigned in CERCLA or in regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Decree, the following definitions apply:

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

"Consent Decree" or "Decree" means this consent decree, and all appendixes attached hereto (listed in Section XVII). If there is a conflict between a provision in Sections I through XXII and a provision in any appendix, the provision in Sections I through XXII controls.

"Day" or "day" means a calendar day. In computing any period under this Decree, the day of the event that triggers the period is not counted and, where the last day is not a working day,

the period runs until the close of business of the next working day. “Working day” means any day other than a Saturday, Sunday, or federal or State holiday.

“DOJ” means the United States Department of Justice.

“Effective Date” means the date upon which the Court’s approval of this Decree is recorded on its docket.

“EPA” means the United States Environmental Protection Agency.

“Fund” means the Hazardous Substance Superfund established under section 9507 of the Internal Revenue Code, 26 I.R.C. § 9507.

“Including” or “including” means “including but not limited to.”

“Institutional Controls” means: (a) Proprietary Controls (*i.e.*, easements or covenants running with the land that (i) limit land, water, or other resource use, provide access rights, or both, and (ii) are created under common law or statutory law by an instrument that is recorded, or for which notice is recorded, in the appropriate land records office); and (b) state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (i) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (ii) limit land, water, or other resource use to implement, ensure noninterference with, or ensure the protectiveness of the Remedial Action; (iii) provide information intended to modify or guide human behavior at or in connection with the Site; or (iv) any combination thereof.

“Interest” means interest at the rate specified for interest on investments of the Fund, as provided under section 107(a) of CERCLA, compounded annually on October 1 of each year. The applicable rate of interest will be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. As of the date of lodging of this Decree, rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated under section 105 of CERCLA, codified at 40 C.F.R. part 300, and any amendments thereto.

“Paragraph” or “¶” means a portion of this Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” means the United States and Settling Defendant.

“RCRA” means the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, (also known as the Resource Conservation and Recovery Act).

“Records of Decision” or “RODs” means the EPA decision documents that memorialize the selection of the remedial actions relating to the Site signed on September 8, 2000, and September 24, 2003, by the Regional delegatee, EPA Region 5, and all attachments thereto. The Records of Decision are available at

<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.docdata&id=0500634>.

“Remedial Action” means the remedial action selected in the Records of Decision for the NPL-8 Operable Unit and the Frontage Area.

“RPM” means the EPA Remedial Project Manager.

“Section” means a portion of this Decree identified by a Roman numeral.

“Settling Defendant” means the State of Illinois, including the Illinois Emergency Management Agency and Office of Homeland Security.

“Site” hereafter means the NPL-8 Site, including the Frontage and Landfill Areas, of the Ottawa Radiation Areas Superfund Site, comprising approximately 21 acres, located at 1820 East Norris Drive in Ottawa, La Salle County, Illinois, and depicted generally on the map attached as Appendix B.

“Support Work Plan for Remedial Action Activities” or “SWP” means the document attached as Appendix A, which describes the activities in support of the remedial action that Settling Defendant must perform under this Consent Decree.

“Transfer” means to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” means the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” means (a) any “hazardous substance” under Section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any “solid waste” under section 1004(27) of RCRA; and (d) any “hazardous material” under Section 2.05 of the Illinois Hazardous Materials Act, 430 ILCS 50/2.05.

“Work” means all obligations of Settling Defendant under Sections VI (Performance of the Work) through VIII (Insurance).

“Work Takeover” means EPA’s assumption of the performance of any of the Work in accordance with ¶ 26.

V. OBJECTIVES

22. The objectives of the Parties in entering into this Decree are to protect public health and welfare and the environment through the design, implementation, and maintenance of a response action at the Site by Settling Defendant and to resolve and settle the claims of the United States against Settling Defendant with regard to this Site as provided in this Decree.

VI. PERFORMANCE OF THE WORK

23. Settling Defendant shall finance, develop, and implement the Work all in accordance with the SWP, any modified SWP and all EPA-approved, conditionally approved, or modified deliverables as required by the SWP or modified SWP.

24. Nothing in this Decree and no EPA approval of any deliverable required under this Decree constitutes a warranty or representation by EPA or the State that completion of the Work will achieve the Performance Standards.

25. **Compliance with Applicable Law.** Nothing in this Decree affects Settling Defendant's obligation to comply with all applicable federal and state laws and regulations. Settling Defendant must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the Records of Decision and the SWP. The activities conducted in accordance with this Decree, if approved by EPA, will be deemed to be consistent with the NCP as provided under section 300.700(c)(3)(ii).

26. Work Takeover

a. If EPA determines that Settling Defendant: (i) has ceased to perform any of the Work required under this Section; (ii) is seriously or repeatedly deficient or late in performing the Work required under this Section; or (iii) is performing the Work required under this Section in a manner that may cause an endangerment to public health or welfare or the environment, EPA may issue a notice of Work Takeover to Settling Defendant, including a description of the grounds for the notice and a period of time ("Remedy Period") within which Settling Defendant must remedy the circumstances giving rise to the notice. The Remedy Period will be 20 days, unless EPA determines in its unreviewable discretion that there may be an endangerment, in which case the Remedy Period will be 10 days.

b. If, by the end of the Remedy Period, Settling Defendant does not remedy to EPA's satisfaction the circumstances giving rise to the notice of Work Takeover, EPA may notify Settling Defendant and, as it deems necessary, commence a Work Takeover.

c. EPA may conduct the Work Takeover during the pendency of any dispute under Section X but shall terminate the Work Takeover if: (i) Settling Defendant remedies, to EPA's satisfaction, the circumstances giving rise to the notice of Work Takeover; or (ii) upon the issuance of a final determination under Section X (Dispute Resolution) that EPA is required to terminate the Work Takeover.

VII. PROPERTY REQUIREMENTS

27. Agreements Regarding Access and Non-Interference.

a. As used in this Section, "Affected Property" means any real property, including the Site, where EPA determines, at any time, that access; land, water, or other resource use restrictions; Institutional Controls; or any combination thereof, are needed to implement the Remedial Action.

b. Settling Defendant shall, with respect to its Affected Property, provide the United States and its representatives, contractors, and subcontractors with access at all reasonable times to conduct any activity relating to response actions at the Site.

c. Further, Settling Defendant shall refrain from using its Affected Property in any manner that EPA determines will (i) pose an unacceptable risk to public health or welfare or the environment because of exposure to Waste Material, or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action.

28. As EPA has determined that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the Affected Property, Settling Defendant shall cooperate with EPA's efforts to secure and ensure compliance with such institutional controls.

29. Notice to Successors-in-Title

a. Settling Defendant shall, within 15 days after the Effective Date, submit for EPA approval a notice to be filed regarding the Affected Property in the appropriate land records. The notice must: (1) include a proper legal description of the Affected Property; (2) provide notice to all successors-in-title: (i) that the Affected Property is part of, or related to, the Site; and (ii) that EPA performed a response action for the Site as set forth in the attached RODs. Settling Defendant shall record the notice within 10 days after EPA's approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

b. Settling Defendant shall, prior to entering into a contract to Transfer its Affected Property, or 60 days prior to Transferring its Affected Property, whichever is earlier:

- (1) Notify the proposed transferee that EPA performed a response action regarding the Site; and
- (2) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

30. In the event of any Transfer of the Affected Property, unless the United States otherwise consents in writing, Settling Defendant shall continue to comply with its obligations under the Consent Decree.

31. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, as well as all of its rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

VIII. INSURANCE

32. Settling Defendant, as an executive department of the government of the State of Illinois, is self-insured pursuant to State Law (20 ILCS 405-105) and subject to legal liability only pursuant to state law (Court of Claims Act, 705 ILCS 505 et. seq.). Settling Defendant shall

provide EPA with its standard Certificate of Self-Insurance. Settling Defendant shall require that its contractors or subcontractors secure, by no later than 15 days before commencing any on-site Work, the following insurance: (a) commercial general liability insurance with limits of liability of \$1 million per occurrence; (b) automobile liability insurance with limits of liability of \$1 million per accident; and (c) umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits. The insurance policy must name the United States as additional insureds with respect to all liability arising out of the activities performed by or on behalf of Settling Defendant under this Decree. Settling Defendant shall maintain this insurance until the first anniversary after EPA's issuance of the Certification of Remedial Action Completion for the Site in accordance with Paragraph 51. In addition, for the duration of this Decree, Settling Defendant shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Defendant in furtherance of this Decree. Prior to commencement of the Work, Settling Defendant shall provide to EPA certificates of such insurance and a copy of each insurance policy. Settling Defendant shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Settling Defendant demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Defendant need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Settling Defendant shall ensure that all submittals to EPA under this Paragraph identify the Ottawa Radiation Areas Site - NPL 8, Ottawa, Illinois and the civil action number of this case.

IX. FORCE MAJEURE

33. "Force majeure," for purposes of this Decree, means any event arising from causes beyond the control of Settling Defendant, of any entity controlled by them, or of its contractors that delays or prevents the performance of any Work despite Settling Defendant's best efforts. Given the need to protect public health and welfare and the environment, the requirement that Settling Defendant exercise "best efforts" to perform the Work includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that any adverse effects are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work.

34. Claims of Force Majeure

a. If any event occurs for which Settling Defendant will or may claim a force majeure, they shall notify EPA's Project Coordinator by email. The deadline for the notice is five days after Settling Defendant first knew or should have known that the event would likely delay or prevent performance. Settling Defendant is deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by them knew or should have known.

b. To assert a claim of force majeure Settling Defendant must submit, within ten days after the notice under ¶ 34.a, a further notice that includes: (1) a description of the event

and its effect on the implementation of the Work; (2) a description of all actions taken or to be taken to minimize the adverse effects of the event; (3) a description of and an explanation for the requested excuse or extension; (4) a statement as to whether, in the opinion of Settling Defendant, the event may cause or contribute to an endangerment to public health or welfare or the environment; and (5) all available proof supporting the claim of force majeure.

c. Failure to submit timely or complete notices under ¶ 34.a or ¶ 34.b regarding an event precludes Settling Defendant from asserting a claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure, if it is able to assess to its satisfaction whether the event is a force majeure and whether Settling Defendant has exercised its best efforts under ¶ 33.

35. EPA will notify Settling Defendant of its determination whether it is entitled to relief under ¶ 33, and, if so, the excuse of or extension of time for performance of the portion of the Work affected by the force majeure. Any such excuse or extension does not, of itself, excuse or extend the time for performance of any other Work. Settling Defendant may initiate dispute resolution regarding EPA's determination. In any such proceeding, Settling Defendant has the burden of proving that it is entitled to relief under ¶ 33 and that its proposed excuse or extension is warranted under the circumstances.

36. The failure by EPA to timely complete any activity under the Decree is not a violation of the Decree, provided, however, that if such failure prevents Settling Defendant from timely completing any Work, it may seek relief under this Section.

X. DISPUTE RESOLUTION

37. Unless otherwise provided in this Decree, Settling Defendant must use the dispute resolution procedures of this Section to resolve any dispute arising under this Decree. Settling Defendant shall not initiate a dispute challenging the Records of Decision. The United States may enforce any requirement of the Decree that is not the subject of a pending dispute under this Section.

38. A dispute will be considered to have arisen when one or more parties sends a timely written notice of dispute ("Notice of Dispute"). A notice is timely if sent within 30 days after receipt of the EPA notice or determination giving rise to the dispute, or within 15 days in the case of a force majeure determination. Disputes arising under this Decree must in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations may not exceed 20 days after the dispute arises unless the parties to the dispute otherwise agree. If the parties cannot resolve the dispute by informal negotiations, the position advanced by EPA is binding unless Settling Defendant initiates formal dispute resolution under ¶ 39. By agreement of the parties, mediation may be used during this informal negotiation period to assist the parties in reaching a voluntary resolution or narrowing of the matters in dispute.

39. Formal Dispute Resolution

a. **Statements of Position.** Settling Defendant may initiate formal dispute resolution by serving on the United States, within 20 days after the conclusion of informal dispute resolution under ¶ 38, an initial Statement of Position regarding the matter in dispute. The United States' responsive statements of position are due within 20 days after receipt of the initial statement of position. All statements of position must include supporting factual data, analysis, opinion, and other documentation. A reply, if any, is due within 10 days after receipt of the response. If appropriate, EPA may extend the deadlines for filing statements of position for up to 45 days and may allow the submission of supplemental statements of position.

b. **Formal Decision.** The Director of the Superfund & Emergency Management Division, EPA Region 5, will issue a formal decision resolving the dispute ("Formal Decision") based on the statements of position and any replies and supplemental statements of position. The Formal Decision is binding on Settling Defendant unless it timely seeks judicial review under ¶ 40.

c. **Compilation of Administrative Record.** EPA shall compile an administrative record regarding the dispute, which must include all statements of position, replies, supplemental statements of position, and the Formal Decision.

40. **Judicial Review**

a. Settling Defendant may obtain judicial review of the Formal Decision by filing, within 20 days after receiving it, a motion with the Court and serving the motion on all Parties. The motion must describe the matter in dispute and the relief requested. The parties to the dispute shall brief the matter in accordance with local court rules.

b. **Review on the Administrative Record.** Judicial review of disputes regarding the following issues must be on the administrative record: (i) the adequacy or appropriateness of deliverables required under the Decree; (ii) the adequacy of the performance of the Remedial Action; (iii) whether a Work Takeover is warranted under ¶ 26; (iv) any other items requiring EPA approval under the Decree; and (v) any other disputes that the Court determines should be reviewed on the administrative record. For all of these disputes, Settling Defendant bears the burden of demonstrating that the Formal Decision was arbitrary and capricious or otherwise not in accordance with law.

c. Judicial review of any dispute not governed by ¶ 40.b is governed by applicable principles of law.

41. The initiation of dispute resolution procedures under this Section does not extend, postpone, or affect in any way any requirement of this Decree, except as EPA agrees, or as determined by the Court. Stipulated penalties with respect to the disputed matter will continue to accrue, but payment is stayed pending resolution of the dispute, as provided in ¶ 43.

XI. STIPULATED PENALTIES

42. Unless the noncompliance is excused under Section IX (Force Majeure), Settling Defendant is liable to the United States for the following stipulated penalties for any failure to submit timely or adequate deliverables under Section 4 of the SWP or this Decree:

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 25th day	\$50
26th through 35th day	\$200
36th day and beyond	\$500

43. **Accrual of Penalties.** Stipulated penalties accrue from the date performance is due, or the day a noncompliance occurs, whichever is applicable, until the date the requirement is completed or the final day of the correction of the noncompliance. Separate penalties may accrue simultaneously for separate noncompliances with this Decree. Stipulated penalties accrue regardless of whether Settling Defendant has been notified of its noncompliance, and regardless of whether Settling Defendant has initiated dispute resolution under Section X, provided, however, that no penalties will accrue as follows:

- a. with respect to a submission that EPA subsequently determines is inadequate, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendant of any deficiency;
- b. with respect to an inadequate initial submission if the deficiency is corrected by a resubmittal within 20 days of EPA's notice of deficiency or such longer time as EPA may specify in its notice;
- c. with respect to a matter that is the subject of dispute resolution under Section X, during the period, if any, beginning on the 21st day after the later of the date that EPA's Statement of Position is received or the date that Settling Defendant's reply thereto (if any) is received until the date of the Formal Decision under ¶ 39.b; or
- d. with respect to a matter that is the subject of judicial review by the Court under ¶ 40, during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute.

44. **Demand and Payment of Stipulated Penalties and Interest.** EPA may send Settling Defendant a demand for stipulated penalties. The demand will include a description of the noncompliance and will specify the amount of the stipulated penalties owed.

- a. Unless Settling Defendant initiates dispute resolution regarding the demand in accordance with ¶ 38, Settling Defendant shall pay the amount demanded as soon as reasonably practicable after receipt of the demand.
- b. If Settling Defendant initiates dispute resolution regarding the demand, Settling Defendant shall pay the uncontested portion of the amount demanded as soon as reasonably practicable after receipt of the demand. Settling Defendant shall pay the contested portion of the penalties determined to be owed, if any, as soon as reasonably practicable after the resolution of the dispute.
- c. Settling Defendant shall pay Interest on any penalty amount (including one determined through dispute resolution) that is not paid within 120 days of the receipt of the

demand, with such Interest commencing on the 121st day after the date of receipt of the demand and accruing through the date of the payment.

d. Settling Defendant shall make payment at <https://www.pay.gov> using the link for “EPA Miscellaneous Payments Cincinnati Finance Center,” including references to the Site/Spill ID and DJ numbers listed in ¶ 67, and the purpose of the payment. Settling Defendant shall send a notice of this payment to DOJ and EPA. The payment of stipulated penalties and Interest, if any, does not alter any obligation by Settling Defendant under the Decree.

45. The State’s payment under this Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Decree constitutes a commitment or requirement that the State obligate or pay funds in contravention of Illinois Const., Art. VIII § 1(b).

46. Nothing in this Decree limits the authority of the United States (a) to seek any remedy otherwise provided by law for Settling Defendant’s failure to pay stipulated penalties or interest; or (b) to seek any other remedies or sanctions available by virtue of Settling Defendant’s noncompliance with this Decree or of the statutes and regulations upon which it is based, including penalties under section 122(l) of CERCLA, provided, however, that the United States may not seek civil penalties under section 122(l) of CERCLA for any noncompliance for which a stipulated penalty is provided in this Decree, except in the case of a willful noncompliance with this Decree.

47. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued under this Decree.

XII. COVENANTS AND RESERVATIONS BY UNITED STATES

48. **Covenants for Settling Defendant by United States.** Subject to ¶ 49 and ¶ 50, the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present liability, these covenants take effect upon the Effective Date. With respect to future liability, these covenants take effect upon the Certification of Remedial Action Completion by EPA. These covenants are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants extend only to Settling Defendant and do not extend to any other person.

49. **General Reservations.** Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;

b. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site;

- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability based on the ownership of the Site by Settling Defendant when such ownership or operation commences after signature of this Consent Decree by Settling Defendant;
- e. liability based on Settling Defendant's operation of the Site when such operation commences after Settling Defendant's signature of this Decree and does not arise solely from Settling Defendant's performance of the Work;
- f. liability based on Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant, other than as provided in the Records of Decision, under this Decree, or ordered by EPA; and
- g. criminal liability.

50. United States' Pre- and Post-certification Reservations

- a. Notwithstanding any other provision of this Decree, the United States reserves, and this Decree is without prejudice to, the right to issue an administrative order or to institute proceedings in this action or in a new action seeking to compel Settling Defendant to perform further response actions relating to the Site, to pay the United States for additional costs of response, or any combination thereof. The United States may bring a claim under this reservation only if, at any time, conditions at the Site previously unknown to EPA are discovered, or information previously unknown to EPA is received, and EPA determines, based in whole or in part on these previously unknown conditions or information, that the Remedial Action is not protective of public health or welfare or the environment.
- b. Before Certification of Remedial Action Completion, the information and the conditions known to EPA include only that information and those conditions known to EPA as of the date the ROD for the NPL-8 Frontage Area and the administrative records supporting the RODs for the NPL-8 Operable Unit and the NPL-8 Frontage Area.
- c. After Certification of Remedial Action Completion, the information and the conditions known to EPA include only that information and those conditions known to EPA as of the date of Certification of Remedial Action Completion and set forth in the RODs for the NPL-8 Operable Unit and the Frontage Area, the administrative records supporting those RODs, the post-ROD administrative records, or in any information received by EPA in accordance with the requirements of this Decree prior to Certification of Remedial Action Completion.

51. As soon as reasonably practicable after such a certification is possible, EPA will certify in writing that Remedial Action has been performed fully and that the performance standards have been attained. This certification constitutes the Certification of Remedial Action Completion for purposes of Paragraphs 32, 48 and 50 above.

52. Subject to ¶ 48, nothing in this Decree limits any authority of the United States to take, direct, or order all appropriate action to protect public health and welfare and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or to request a Court to order such action.

XIII. COVENANTS BY SETTling DEFENDANT

53. Covenants by Settling Defendant

a. Subject to ¶ 54, Settling Defendant covenants not to sue and shall not assert any claim against the United States under CERCLA, section 7002(a) of RCRA, the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, the State Constitution, State law, or at common law regarding the Site.

b. Subject to ¶ 54, Settling Defendant covenants not to seek reimbursement from the Fund through CERCLA or any other law for costs regarding the Site.

54. **Settling Defendant's Reservation.** The covenants in ¶ 53 do not apply to any claim brought or order issued after the Effective Date by the United States to the extent such claim or order is within the scope of a reservation under ¶¶ 49.a through 49.f.

55. **Waiver of Claims.** Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for response costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant.

XIV. EFFECT OF SETTLEMENT; CONTRIBUTION

56. The Parties agree and the Court finds that: (a) the complaint filed by the United States in this action is a civil action within the meaning of section 113(f)(1) of CERCLA; (b) this Decree constitutes a judicially approved settlement under which the Settling Defendant has, as of the Effective Date, resolved its liability to the United States within the meaning of sections 113(f)(2) and 113(f)(3)(B) of CERCLA; and (c) Settling Defendant is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "Matters Addressed" in this Decree. The Matters Addressed in this Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, provided, however, that if the United States brings a claim against Settling Defendant under a reservation in ¶¶ 49.a through 49.f, the Matters Addressed in this Decree do not include those response costs or response actions that are within the scope of the claim brought under the reservation.

57. Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior

to the initiation of such suit or claim, except in circumstances of a substantial threat to human health and the environment, where Settling Defendant shall provide 7 days notice. Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

58. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*), claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case.

59. Nothing in this Decree diminishes the rights of the United States or the State under section 113(f)(3) of CERCLA to pursue any person not a party to this Decree to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to section 113(f)(2).

XV. RECORDS

60. **Settling Defendant's Certification.** Settling Defendant certifies that: (a) to the best of its knowledge and belief, after thorough inquiry it has not altered, mutilated, discarded, destroyed or otherwise disposed of any documents or electronically stored information relating to the Site, including information relating to its potential liability under CERCLA regarding the Site, since notification of potential liability by the United States; and (b) it has fully complied with any and all EPA requests for information under sections 104(e) and 122(e) of CERCLA, and section 3007 of RCRA.

61. Retention of Records and Information

a. Settling Defendant shall retain, and instruct its contractors and agents to retain, the following documents and electronically stored data ("Records") until 10 years after EPA's approval of the Support Work Completion Report under Sections 1 and 4 of the SWP (the "Record Retention Period"):

- (1) All records regarding Settling Defendant's liability under CERCLA regarding the Site;
- (2) All Records regarding the liability of any other person under CERCLA regarding the Site
- (3) All reports, plans, permits, and documents submitted to EPA in accordance with this Decree, including all underlying research and data; and

- (4) All data developed by, or on behalf of, Settling Defendant in the course of performing the Work.

b. Settling Defendant shall maintain Records that were originally created in an electronic format in their native format or in a reasonably accessible format and shall keep them reasonably organized. Unmarked paper printouts of electronic records maintained in accordance with this paragraph will be considered duplicates or convenience copies and need not be preserved.

c. At the end of the Record Retention Period, Settling Defendant shall notify EPA that it has 90 days to request Settling Defendant's Records subject to this Section. Settling Defendant shall retain and preserve its Records subject to this Section until 90 days after EPA's receipt of the notice. These record retention requirements apply regardless of any corporate record retention policy.

62. Settling Defendant shall provide to EPA, upon request, copies of all Records and information required to be retained under this Section. Settling Defendant shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

63. Privileged and Protected Claims

a. Settling Defendant may assert that all or part of a record requested by the United States is privileged or protected as provided under federal law, in lieu of providing the record, provided that Settling Defendant complies with ¶ 90.b, and except as provided in ¶ 90.c.

b. If Settling Defendant asserts a claim of privilege or protection, it shall provide the United States with the following information regarding such record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a record, Settling Defendant shall provide the record to the United States in redacted form to mask the privileged or protected portion only. Settling Defendant shall retain all records that it claims to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Settling Defendant's favor.

c. Settling Defendant shall not make any claim of privilege or protection regarding: (1) any data regarding the Site, including all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any record that Settling Defendant is required to create or generate in accordance with this Decree.

64. **Confidential Business Information Claims.** Settling Defendant is entitled to claim that all or part of a record submitted to the United States under this Section is Confidential Business Information ("CBI") that is covered by section 104(e)(7) of CERCLA and 40 C.F.R. § 2.203(b). Settling Defendant shall segregate all records or parts thereof submitted under this

Decree which it claims are CBI and label them as “claimed as confidential business information” or “claimed as CBI.” Records that Settling Defendant properly labels in accordance with the preceding sentence will be afforded the protections specified in 40 C.F.R. part 2, subpart B. If any record is not properly labelled when it is submitted to EPA, or if EPA notifies Settling Defendant that the record is not entitled to confidential treatment under the standards of section 104(e)(7) of CERCLA or 40 C.F.R. part 2, subpart B, the public may be given access to such record without further notice to Settling Defendant.

65. In any proceeding under this Decree, validated sampling or monitoring data generated in accordance with the SWP and reviewed and approved by EPA, if relevant to the proceeding, is admissible as evidence, without objection.

66. Notwithstanding any provision of this Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XVI. NOTICES AND SUBMISSIONS

67. All agreements, approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, waivers, and requests specified in this Decree must be in an electronic writing. Whenever a notice is required to be given or a report or other document is required to be sent by one Party to another under this Decree, it must be sent via email as specified below. All notices under this Section are effective upon receipt. There is a rebuttable presumption that emailed notices are received on the same day that they are sent. Any Party may change the person or email address applicable to it by providing notice of such change to all Parties.

As to DOJ: eescdcopy.enrd@usdoj.gov
Re: DJ # 90-11-3-06888/3

As to EPA: ballotti.douglas@epa.gov and
fayoumi.nabil@epa.gov
Re: Ottawa Radiation Areas Site/059ZRA

As to the Regional Financial
Management Officer: mack-smeltzer.cynthia@epa.gov
Re: Ottawa Radiation Areas
Site/059ZRASite/059ZRAS

As to Settling
Defendant: [IEMA-OHS](#)
Adnan.khayyat@illinois.gov and
Kelly.horn@illinois.gov
and
Office of the Illinois Attorney General
Jason.clark@ilag.gov

XVII. APPENDIXES

68. The following appendixes are attached to and incorporated into this Decree:

“Appendix A” is the SWP.

“Appendix B” is the map of the Site.

XVIII. MODIFICATIONS TO DECREE

69. Nonmaterial modifications to Sections I through XXII and the Appendixes must be in writing and are effective when signed (including electronically signed) by the Parties. Material modifications to Sections I through XXII and the Appendixes must be in writing, signed (which may include electronically signed) by the Parties, and are effective upon approval by the Court.

XIX. SIGNATORIES

70. The undersigned representative of the United States and the undersigned representative of Settling Defendant certify that they are fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such Party to this document.

XX. PRE-ENTRY PROVISIONS

71. If for any reason the Court should decline to approve this Decree in the form presented, this agreement, except for ¶ 72 and ¶ 73, is voidable at the sole discretion of any Party and its terms may not be used as evidence in any litigation between the Parties.

72. This Decree will be lodged with the Court for at least 30 days for public notice and comment in accordance with section 122(d)(2) of CERCLA and 28 C.F.R. § 50.7. The United States may withdraw or withhold its consent if the comments regarding the Decree disclose facts or considerations that indicate that the Decree is inappropriate, improper, or inadequate.

73. Settling Defendant agrees not to oppose or appeal the entry of this Decree.

XXI. INTEGRATION

74. This Decree constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements, and understandings, whether oral or written, regarding the subject matter of the Decree.

XXII. FINAL JUDGMENT

75. Upon entry of this Decree by the Court, this Decree constitutes a final judgment under Fed. R. Civ. P. 54 and 58 among the Parties.

SO **ORDERED** this ____ day of _____, 2025.

United States District Judge

Signature Page for Consent Decree in *U.S. v. State of Illinois* (N.D. Ill.)

FOR THE UNITED STATES:

ADAM R.F. GUSTAFSON
Acting Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

July 16, 2025
Dated

MATTHEW
INDRISANO

Digitally signed by MATTHEW
INDRISANO
Date: 2025.07.16 10:38:52 -04'00'

Matthew Indrisano
Senior Counsel
U.S. Department of Justice
Environment and Natural Resources
Division Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611
matthew.indrisano@usdoj.gov
202-514-1398


ANDREWS S. BOUTROS
United States Attorney

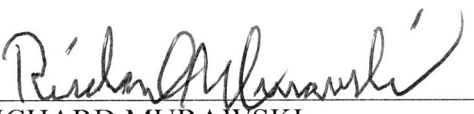
NIGEL B. COONEY
Assistant United States Attorney
Northern District of Illinois
219 South Dearborn Street
Chicago, Illinois 60604
(312) 353-1996
nigel.cooney@usdoj.gov

Signature Page for Consent Decree in *U.S. v. State of Illinois* (N.D. Ill.)

**FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY:**

07.07.2025
Dated



THOMAS R. SHORT JR.
Acting Director
Superfund and Emergency Management Division
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604


RICHARD MURAWSKI
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Signature Page for Consent Decree in *U.S. v. State of Illinois* (N.D. Ill)

**ILLINOIS EMERGENCY
MANAGEMENT AGENCY AND
OFFICE OF HOMELAND SECURITY**


6-10-25
Dated



THEODORE BERGER
Acting Director
2200 S. Dirksen Parkway
Springfield, Illinois 62703

**OFFICE OF THE ILLINOIS
ATTORNEY GENERAL**

6/11/25
Dated



STEPHEN SYLVESTER
Chief Environmental Bureau
Assistant Attorney General
69 W. Washington St. Suite 1800
Chicago, Illinois 60602

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **Settling Defendant hereby designates the agent below to execute the Rule 4 waiver of service.** Settling Defendant understands that: (i) it does not need to file an answer to the complaint until after it has executed the waiver of service or otherwise has been served with the complaint; and (ii) the time within which this Defendant must file its answer is as set forth in the Federal Rules of Civil Procedure and any applicable local rules of this Court, or as ordered by the Court.

Jason Clark
Assistant Attorney General
Office of the Illinois Attorney General
69 W. Washington St., Suite 1800
Chicago, IL 60602
(773) 590-6964
Jason.clark@ilag.gov

Appendix A
Support Work Plan
for Remedial Action Activities
at NPL-8

Support Work Plan for Remedial Action Activities at NPL-8

Section 1. Introduction and Purpose

This Support Work Plan (SWP) outlines the tasks, deliverables, and schedule for the Settling Defendant (State of Illinois) to provide technical assistance and support to the U.S. Environmental Protection Agency (U.S. EPA) for the remedial action at NPL-8, part of the Ottawa Radiation Areas Superfund Site (Site) in Ottawa, Illinois. In accordance with Section VI. of the Consent Decree, Settling Defendant shall implement the Work, valued at \$10.3 million (Attachment 1 – Cost Estimate) and detailed in the tasks set forth below, to facilitate U.S. EPA's implementation of the remedial action for NPL-8, which involves excavation, off-site disposal of radium-226 (Ra-226) contaminated soils, backfilling, restoration, and institutional controls. All Work implemented by Settling Defendant under this SWP shall be consistent with the terms of the Consent Decree, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), U.S. EPA guidance, the approved RA Project Schedule, and the schedule set forth in this SWP. U.S. EPA will review and approve all deliverables, which are not final until approved.

Section 2. Brief Site Background

Located just outside Ottawa, Illinois, NPL-8 comprises the Frontage Property (4 acres) and the Landfill (17 acres). The Ottawa Radiation Areas Superfund Site was listed on the National Priorities List in 1992. NPL-8 and the other areas comprising the Site were contaminated by radium processing from two companies that once operated in the City of Ottawa: Radium Dial Company (1918–1936) and Luminous Processes, Inc. (1937–1978). NPL-8 is the final area to be remediated at the Site.

Section 3. Tasks to Be Performed

The Settling Defendant shall perform the following tasks, aligned with U.S. EPA's Remedial Action Work Plan and cost estimate categories (Mobilization, Annual Remediation, De-Mobilization):

Task 1: Project Management

- **Objective:** Ensure compliance with Illinois regulations, CERCLA, and U.S. EPA guidance while coordinating project activities.
- **Activities:**
 - Oversee statutory, regulatory, and contractual compliance (1–2 hours/week).
 - Act as Illinois liaison to U.S. EPA (1–2 hours/week).
 - Provide technical assistance for project objectives (5–10 hours/week).
 - Manage budget, conduct monthly cost reviews, and report issues/delays (5–8 hours/month).
 - Coordinate schedules with U.S. EPA and contractors (5–10 hours/week).

- Administer SWP scope and ensure accurate data deliverables (1–5 hours/week).
- Submit monthly/yearly progress and financial reports (5–8 hours/month).
- Attend meetings to provide Illinois' perspective (15 hours/month).

Task 2: Technical Review

- **Objective:** Review project documents and implementation to ensure compliance with remedial design and safety standards.
- **Activities:**
 - Review Mobilization documents (e.g., 2007 Remedial Design Specifications, 2021 reports) (15 hours/week/staff).
 - Review plans related to Site Health and Safety (HAS), Radiation Protection (RP), Transportation and Disposal (TD), Pollution Control and Mitigation (PcaM), Stormwater Pollution Prevention (SWPP), Construction Quality Assurance (CQA), Quality Assurance Project (QAPP), Field Sampling and Verification (FS&V), Operation and Maintenance (O&M), and other project work plans (10–20 hours/week/staff).
 - Review field investigations (5–10 hours/week/staff).
 - Review Final Status and Restoration Plans (10 hours/week/staff).
 - Provide technical assistance as requested (10 hours/week/staff).

Task 3: Health Physics/Radiation Safety Oversight

- **Objective:** Ensure radiation safety protocols and health physics practices are implemented.
- **Activities:**
 - Conduct weekly Radiation Protection Plan audits via inspections and notify U.S. EPA of non-compliance (10 hours/week/staff).
 - Perform health physics inspections (e.g., training, monitoring, contamination control) (10 hours/week/staff).
 - Submit monthly audit and inspection reports (10 hours/week/staff).

Task 4: Radiological Environmental Monitoring

- **Objective:** Monitor radium-226 movement to assess environmental and public impact.
- **Activities:**
 - Construct Environmental Monitoring Network (EMN) (40 hours, one-time).
 - Operate 4–5 air monitoring stations (24 hours/week).
 - Conduct optically stimulated luminescence (OSL) dosimetry (14 hours/month).
 - Collect monthly surface water and sediment samples from Fox River (28 and 24 hours/month, respectively).
 - Submit monthly and annual EMN reports and notify U.S. EPA of abnormal results (40 hours/year).
 - Remove EMN (30 hours, one-time).

Task 5: Radiochemistry Laboratory Services

- **Objective:** Analyze soil samples for radium-226 to verify compliance with removal and disposal goals.
- **Activities:**
 - Prepare laboratory (58 hours/week, Mobilization).
 - Receive/process samples (40 hours/week).
 - Perform analytical analysis via gamma spectroscopy (32 hours/week).
 - Validate, review, and manage data (4 hours/week each).
 - Transmit analytical results (4 hours/week).
 - Provide technical support (4–6 hours/week).
 - Manage waste (3 hours/week).

Task 6: Confirmatory Survey and Sampling

- **Objective:** Verify removal action goals and post-backfill gamma dose rates.
- **Activities:**
 - Conduct gamma scans and soil sampling (20 hours/week).
 - Submit samples to ONS Radiochemistry Laboratory (2 hours/week).
 - Process and analyze samples (16 and 8 hours/week, respectively).
 - Validate and manage data (4 hours/week each).
 - Manage waste (3 hours/week).
 - Perform post-backfill gamma walkover survey (75 hours, one-time).

Task 7: Legal Support

- **Objective:** Provide legal liaison and review for project-related matters.
- **Activities:** Liaise with U.S. EPA, DOJ, Illinois AG, and other agencies; review contracts and environmental covenants (8 hours/month).

Task 8: Public Outreach

- **Objective:** Communicate project updates to the public and stakeholders.
- **Activities:** Coordinate with Ottawa officials, LaSalle County, congressional delegates, and the public (8 hours/month).

Task 9: Support Work and Remedial Action Completion Reports

- **Objective:** Document all work performed under this SWP and provide a technical and financial accounting of such work.
- **Activities:** Technical review of the draft and final Remedial Action Completion Report (RACR). Compile and index project records, submit a comprehensive technical report of work performed under the SWP, and submit a financial report detailing all costs expended by Settling Defendant in implementing the Work required under this SWP and Consent Decree (hours TBD).

Section 4. Schedule and Deliverables

The following table outlines tasks, deliverables, and due dates. Tasks without fixed dates will align with the RA Project Schedule. All deliverables will be submitted in a format agreed upon by Setting Defendant and U.S. EPA, with immediate notification for critical issues (e.g., non-compliance, abnormal EMN results). As defined in the consent decree, “day” means a calendar day. In computing any period under this SWP, the day of the event that triggers the period is not counted and, where the last day is not a working day, the period runs until the close of business of the next working day. “Working day” means any day other than a Saturday, Sunday, or federal or State holiday.

Tasks	Deliverable	Due Date
1. Project Management	Monthly/Yearly Progress and Financial Reports	Within 30 days of month/year-end
1. Project Management	Monthly Project Cost Reviews Reports	Within 30 days of month-end
2. Technical Review	First Draft of Site HAS, RP, TD, PcaMP, SWPP, CQA, QAPP, FS&V, and Project Work Plans	To be determined in accordance with RA Project Schedule
2. Technical Review	Final Draft of Site HAS, RP, TD, PcaMP, SWPP, CQA, QAPP, FS&V, and Project Work Plans	To be determined in accordance with RA Project Schedule
2. Technical Review	Field Investigation Responses	Within 10 days of investigation
3. Health Physics/Radiation Protection	Non-Compliance Notifications	Immediate
3. Health Physics/Radiation Protection	Monthly Audit and Inspection Reports	Within 30 days of month-end
4. Radiological Environmental Monitoring	Monthly/Annual EMN Report	Within 30 days of month/year-end
4. Radiological Environmental Monitoring	Abnormal Result Notifications	Immediate
5. Radiochemistry Laboratory Services	Analytical Results	Within 21 days of sample submittal

5. Radiochemistry Laboratory Services	Waste Return for Disposal	To be determined in accordance with RA Project Schedule
6. Confirmatory Survey and Sampling	Analytical Results	Within 21 days of sample submittal
6. Confirmatory Survey and Sampling	Waste Return for Disposal	To be determined in accordance with RA Project Schedule
6. Confirmatory Survey and Sampling	Post-Backfill Gamma Survey Results	To be determined in accordance with RA Project Schedule
8. Public Outreach	Summary Report of Outreach Activities	Within 30 days of month-end
9. Technical Review	Draft Remedial Action Completion Report	To be determined in accordance with RA Project Schedule
9. Technical Review	Final Remedial Action Completion Report (RACR)	To be determined in accordance with RA Project Schedule
9. Support Work Completion Report	Support Work Completion Report	Within 60 days of RA Project Final Inspection

Attachment 1

Cost Estimate

Illinois Emergency Management Agency & Office of Homeland Security													
In-Kind Services for NPL-8 Ottawa, Illinois													
Mobilization Cost Estimate													
Task Number	Task Name	Labor						Supplies, Equipment, and Contractor Costs				S, E, & C Cost	Total Contractor, Supplies and Equipment Costs
		Labor Hours	Unit	Labor Rate (Per Hour)	Unit Qty	Total Labor Hours	Total Labor Cost	Contractor Hours	Other Supplies and Equipment Costs	Unit	Unit Qty		
1.0	Project Management												\$107,304
1.1	Project Oversight (IEMA-OHS)	30	weekly	\$263	12	360	\$94,680	0	0	-	0	\$0	\$94,680
1.2	Project Meetings	4	weekly	\$263	12	48	\$12,624	\$0	\$0	0	-	\$0	\$12,624
2.0	Technical Review												\$220,920
2.1	Mobilization Review	15	weekly	\$263	8	120	\$31,560	0	0	-	0	\$0	\$31,560
2.2	Design Review	15	weekly	\$263	12	180	\$47,340	0	\$0	0	-	\$0	\$47,340
2.3	Standard Operating Procedures Review	15	weekly	\$263	12	180	\$47,340	0	\$0	0	-	\$0	\$47,340
2.4	Radiation Protection Plan Review	10	weekly	\$263	12	120	\$31,560	0	0	0	-	0	\$31,560
2.5	Transportation and Disposal Plan	10	weekly	\$263	12	120	\$31,560	0	0	0	-	0	\$31,560
2.6	Other	10	weekly	\$263	12	120	\$31,560	0	0	0	-	0	\$31,560
3.0	Radiological Environmental Monitoring												\$118,580
3.1	Environmental Monitoring Stations Establishment	40	weekly	\$263	1	40	\$10,520	0	\$10,000	5	-	\$8,000	\$18,520
3.2	OSL Deployment	12	weekly	\$263	1	12	\$3,156	0	\$1,500	10	-	\$0	\$3,156
3.3	Air Monitoring												
3.3.1	Health Physicist Technician	8	weekly	\$263	8	64	\$16,832	0	\$6,500	5	yearly	\$6,500	\$23,332
3.3.2	Chemist	4	weekly	\$263	8	32	\$8,416	0	0	-	0	\$0	\$8,416
3.3.3	Analyst	4	weekly	\$263	8	32	\$8,416	0	\$0	0	-	\$0	\$8,416
3.3.4	Lab Director	2	weekly	\$263	8	16	\$4,208	0	\$0	0	-	\$0	\$4,208
3.3.5	Project Manager	2	weekly	\$263	8	16	\$4,208	0	\$0	0	-	\$0	\$4,208
3.3.6	Electricity	-	-	-	-	-	-	-	\$50	4	monthly	\$2,400	\$2,400
3.4	Optically Stimulated Luminescence Dosimetry												
3.4.1	Health Physicist Technician	8	monthly	\$263	2	16	\$4,208	0	\$4,000	10	yearly	\$4,000	\$8,208
3.4.2	Analyst	4	monthly	\$263	2	8	\$2,104	0	\$0	0	-	\$0	\$2,104
3.4.3	Project Manager	2	monthly	\$263	2	4	\$1,052	0	\$0	0	-	\$0	\$1,052
3.5	Surface Water Sampling												
3.5.1	Health Physicist Technician	8	monthly	\$263	2	16	\$4,208	0	\$1,500	1	yearly	\$1,500	\$5,708
3.5.2	Chemist	4	monthly	\$263	2	8	\$2,104	0	\$0	0	-	\$0	\$2,104
3.5.3	Analyst	4	monthly	\$263	2	8	\$2,104	0	\$0	0	-	\$0	\$2,104
3.5.4	Lab Director	2	monthly	\$263	2	4	\$1,052	0	\$0	0	-	\$0	\$1,052
3.5.5	Project Manager	2	monthly	\$263	2	4	\$1,052	0	\$0	0	-	\$0	\$1,052
3.6	Sediment Sampling												
3.6.1	Health Physicist Technician	8	monthly	\$263	2	16	\$4,208	0	\$1,500	1	yearly	\$1,500	\$5,708
3.6.2	Chemist	4	monthly	\$263	2	8	\$2,104	0	\$0	0	-	\$0	\$2,104
3.6.3	Analyst	4	monthly	\$263	2	8	\$2,104	0	\$0	0	-	\$0	\$2,104
3.6.4	Lab Director	2	monthly	\$263	2	4	\$1,052	0	\$0	0	-	\$0	\$1,052
3.6.5	Project Manager	2	monthly	\$263	2	4	\$1,052	0	\$0	0	-	\$0	\$1,052
3.7	Annual Report	40	hrs	\$263	1	40	\$10,520	0	0	0	-	0	\$10,520
4.0	Radiochemistry Laboratory Services												\$164,460
4.1	Procedural Review and Update												
4.1.1	Chemist	24	weekly	\$263	6	144	\$37,872	0	0	0	-	0	\$37,872
4.1.2	Analyst	16	weekly	\$263	4	64	\$16,832	0	0	0	-	0	\$16,832
4.1.3	Lab Director	16	weekly	\$263	4	64	\$16,832	0	0	0	-	0	\$16,832
4.1.4	Project Manager	2	weekly	\$263	2	4	\$1,052	0	0	0	-	0	\$1,052
4.2	Laboratory Preparation and Commodities												
4.2.1	Chemist	16	weekly	\$263	6	96	\$25,248	0	\$20	1200	yearly	\$24,000	\$49,248

4.2.2	Analyst	8	weekly	\$263	4	32	\$8,416	0	\$20,000	1	-	\$20,000	\$28,416
4.2.3	Lab Director	4	weekly	\$263	4	16	\$4,208	0	\$10,000	1	yearly	\$10,000	\$14,208
5.0	Legal Support												\$7,890
5.1	Legal Review	15	monthly	\$263	2	30	\$7,890	0	0	0	-	\$0	\$7,890
6.0	Public Outreach												\$4,208
6.1	Public Meetings/Liaison With the City of Ottawa	8	monthly	\$263	2	16	\$4,208	0	0	0	-	\$0	\$4,208
7.0	Travel												\$1,045
7.1	Lodging Cost								\$150	5	daily	\$750	\$750
7.2	Per Diem								\$59	5	daily	\$295	\$295
												SUBTOTAL	\$624,407
8.0	General and Administrative												\$62,440.70
8.1	General and Administrative 10%												\$62,440.70
												TOTAL	\$686,848

Illinois Emergency Management Agency & Office of Homeland Security

In-Kind Services for NPL-8 Ottawa, Illinois

Annual Remediation Year Cost Estimate

Task Number	Task Name	Labor						Supplies, Equipment, and Contractor Costs				S, E, & C Cost	Total Contractor, Supplies and Equipment Costs
		Labor Hours	Unit	Labor Rate (Per Hour)	Unit Qty	Total Labor Hours	Total Labor Cost	Contractor Hours	Other Supplies and Equipment Costs	Unit	Unit Qty		
1.0	Project Management												\$464,984
1.1	Project Oversight (IEMA-OHS)	30	weekly	\$263	52	1,560	\$410,280	\$0	\$0	0	-	\$0	\$410,280
1.2	Project Meetings	4	weekly	\$263	52	208	\$54,704	\$0	\$0	0	-	\$0	\$54,704
2.0	Technical Review												\$220,920
2.1	Mobilization Review	15	weekly	\$263	8	120	\$31,560	0	\$0	0	-	\$0	\$31,560
2.2	Design Review	15	weekly	\$263	12	180	\$47,340	0	\$0	0	-	\$0	\$47,340
2.3	Standard Operating Procedures Review	15	weekly	\$263	12	180	\$47,340	0	\$0	0	-	\$0	\$47,340
2.4	Radiation Protection Plan Review	10	weekly	\$263	12	120	\$31,560	0	0	0	-	0	\$31,560
2.5	Transportaion and Disposal Plan	10	weekly	\$263	12	120	\$31,560	0	0	0	-	0	\$31,560
2.6	Other	10	weekly	\$263	12	120	\$31,560	0	0	0	-	0	\$31,560
3.0	Health Physics/Radiation Safety Oversight												\$445,528
3.1	RAD Protection Audit	15	weekly	\$263	52	780	\$205,140	0	\$0	0	-	\$0	\$205,140
3.2	Health Physics Inspection	15	weekly	\$263	52	780	\$205,140	0	\$10,000	1	-	\$10,000	\$215,140
3.3	Monthly Report	8	monthly	\$263	12	96	\$25,248	0	\$0	1	-	\$0	\$25,248
4.0	Radiological Environmental Monitoring												\$575,564
4.1	Air Monitoring												
4.1.1	Health Physicist Technician	8	weekly	\$263	52	416	\$109,408	0	\$6,500	5	yearly	\$6,500	\$115,908
4.1.2	Chemist	6	weekly	\$263	52	312	\$82,056	0	\$0	0	-	\$0	\$82,056
4.1.3	Analyst	6	weekly	\$263	52	312	\$82,056	0	\$0	0	-	\$0	\$82,056
4.1.4	Lab Director	2	weekly	\$263	52	104	\$27,352	0	\$0	0	-	\$0	\$27,352
4.1.5	Project Manager	2	weekly	\$263	52	104	\$27,352	0	\$0	0	-	\$0	\$27,352
4.1.6	Electricity	-	-	-	-	-	-	-	\$0	4	monthly	\$2,400	\$2,400
4.2	Optically Stimulated Luminescence Dosimetry												
4.2.1	Health Physicist Technician	8	Monthly	\$263	12	96	\$25,248	0	\$4,000	10	yearly	\$4,000	\$29,248
4.2.2	Analyst	4	Monthly	\$263	12	48	\$12,624	0	\$0	0	-	\$0	\$12,624
4.2.3	Project Manager	2	Monthly	\$263	12	24	\$6,312	0	\$0	0	-	\$0	\$6,312
4.3	Surface Water Sampling												
4.3.1	Health Physicist Technician	8	Monthly	\$263	12	96	\$25,248	0	\$1,500	1	yearly	\$1,500	\$26,748
4.3.2	Chemist	8	Monthly	\$263	12	96	\$25,248	0	\$0	0	-	\$0	\$25,248
4.3.3	Analyst	8	Monthly	\$263	12	96	\$25,248	0	\$0	0	-	\$0	\$25,248
4.3.4	Lab Director	2	Monthly	\$263	12	24	\$6,312	0	\$0	0	-	\$0	\$6,312
4.3.5	Project Manager	2	Monthly	\$263	12	24	\$6,312	0	\$0	0	-	\$0	\$6,312
4.4	Sediment Sampling												
4.4.1	Health Physicist Technician	8	Monthly	\$263	12	96	\$25,248	0	\$1,500	1	yearly	\$1,500	\$26,748
4.4.2	Chemist	8	Monthly	\$263	12	96	\$25,248	0	\$0	0	-	\$0	\$25,248
4.4.3	Analyst	8	Monthly	\$263	12	96	\$25,248	0	\$0	0	-	\$0	\$25,248
4.4.4	Lab Director	2	Monthly	\$263	12	24	\$6,312	0	\$0	0	-	\$0	\$6,312
4.4.5	Project Manager	2	Monthly	\$263	12	24	\$6,312	0	\$0	0	-	\$0	\$6,312
4.5	Annual Report	40	hrs	\$263	1	40	\$10,520	0	0	0	-	0	\$10,520

5.0	Radiochemistry Laboratory Services												\$682,032
5.1	Verification and Characterization												
5.1.1	Chemist	40	weekly	\$263	28	1120	\$294,560	0	\$20	1200	yearly	\$24,000	\$318,560
5.1.2	Analyst	32	weekly	\$263	28	896	\$235,648	0	0	0	-	\$0	\$235,648
5.1.3	Lab Director	8	weekly	\$263	28	224	\$58,912	0	\$10,000	1	yearly	\$10,000	\$68,912
5.1.4	Project Manager	8	weekly	\$263	28	224	\$58,912	0	0	0	-	\$0	\$58,912
6.0	Confirmatory Survey and Sampling												\$427,381
6.1	Survey and Sampling	20	weekly	\$263	28	560	\$147,280	0	\$10,000	1	yearly	\$10,000	\$157,280
6.2	Sample Submittal	2	weekly	\$263	28	56	\$14,728	0	0	0	-	\$0	\$14,728
6.3	Laboratory Analyses	-	-	-	-	-	-	-	-	-	-	-	-
6.3.1	Chemist	16	weekly	\$263	28	448	\$117,824	0	0	0	-	\$0	\$117,824
6.3.2	Analyst	8	weekly	\$263	28	224	\$58,912	0	0	0	-	\$0	\$58,912
6.3.3	Lab Director	4	weekly	\$263	28	112	\$29,456	0	0	0	-	\$0	\$29,456
6.3.4	Project Manager	4	weekly	\$263	28	112	\$29,456	0	0	0	-	\$0	\$29,456
6.4	Postbackfill Survey	75	weekly	\$263	1	75	\$19,725	0	0	0	-	\$0	\$19,725
7.0	Legal Support												\$25,248
7.1	Legal Review	8	monthly	\$263	12	96	\$25,248	0	0	0	-	\$0	\$25,248
8.0	Public Outreach												\$25,248
8.1	Public Meetings/Liaison With the City of Ottawa	8	monthly	\$263	12	96	\$25,248	0	0	0	-	\$0	\$25,248
9.0	Travel												\$11,704
9.1	Lodging Cost	-	-	-	-	-	-	-	\$150	56	daily	\$8,400	\$8,400
9.2	Per Diem	-	-	-	-	-	-	-	\$59	56	daily	\$3,304	\$3,304
												SUBTOTAL	\$2,878,609
10.0	General and Administrative												\$287,860.90
10.1	General and Administrative 10%												\$287,860.90
												TOTAL	\$3,166,470

Illinois Emergency Management Agency & Office of Homeland Security													
In-Kind Services for NPL-8 Ottawa, Illinois													
De-Mobilization Cost Estimate													
Task Number	Task Name	Labor						Supplies, Equipment, and Contractor Costs				S, E, & C Cost	Total Contractor, Supplies and Equipment Costs
		Labor Hours	Unit	Labor Rate (Per Hour)	Unit Qty	Total Labor Hours	Total Labor Cost	Contractor Hours	Other Supplies and Equipment Costs	Unit	Unit Qty		
1.0	Project Management												\$107,304
1.1	Project Oversight (IEMA-OHS)	30	weekly	\$263	12	360	\$94,680	0	0	-	0	\$0	\$94,680
1.2	Project Meetings	4	weekly	\$263	12	48	\$12,624	\$0	\$0	0	-	\$0	\$12,624
2.0	Technical Review												\$147,280
2.1	De-Mobilization Review	10	weekly	\$263	8	80	\$21,040	0	0	0	-	0	\$21,040
2.2	Final Report	20	weekly	\$263	12	240	\$63,120	0	0	0	-	0	\$63,120
2.3	Restoration	5	weekly	\$263	12	60	\$15,780	0	0	0	-	0	\$15,780
2.4	Other	15	weekly	\$263	12	180	\$47,340	0	0	0	-	0	\$47,340
3.0	Radiological Environmental Monitoring												\$7,890
3.1	Environmental Monitoring Stations Teardown	30	weekly	\$263	1	30	\$7,890	0	0	0	-	0	\$7,890
4.0	Legal Support												\$11,835
4.1	Legal Review	15	monthly	\$263	3	45	\$11,835	0	0	0	-	0	\$11,835
5.0	Public Outreach												\$6,312
5.1	Public Meetings/Liaison With the City of Ottawa	8	monthly	\$263	3	24	\$6,312	0	0	0	-	0	\$6,312
6.0	Travel												\$1,045
6.1	Lodging Cost								\$150	5	daily	\$750	\$750
6.2	Per Diem								\$59	5	daily	\$295	\$295
												SUBTOTAL	\$281,666
7.0	General and Administrative												\$28,166.6
7.1	General and Administrative 10%												\$28,166.6
												TOTAL	\$309,833

Illinois Emergency Management Agency & Office of Homeland Security						
In-Kind Services for NPL-8 Ottawa, Illinois						
Total Project Cost Estimate						
Category Name	Number of Events	Total Cost/Event	Total	Number of Events	Total Cost/Event	Total
Mobilization	1	\$686,848	\$686,848	1	\$686,848	\$686,848
Remediation Year	3	\$3,166,470	\$9,499,410	2	\$3,166,470	\$6,332,940
De-Mobilization	1	\$309,833	\$309,833	1	\$309,833	\$309,833
		Project Total	\$10,496,091		Project Total	\$7,329,621

Appendix B

Site Map

