



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590



REPLY TO THE ATTENTION OF

June 16, 2011

**MEMORANDUM**

**SUBJECT:** Administrative Settlement Agreement and Order On Consent With Wisconsin Public Service Corporation for Time-Critical Removal at the Campmarina Site in Sheboygan, Wisconsin.

**FROM:** Richard L. Nagle *RN*  
Assistant Regional Counsel

Pablo Valentin *PV*  
On Scene Coordinator/Remedial Project Manager

**THRU:** Catherine L. Fox, Chief *CF*  
Multi-Media Section 1

Linda Nachowicz, Chief *LN*  
Emergency Response Branch 2

**TO:** Richard C. Karl, Director  
Superfund Division

Enclosed for your signature is an Administrative Settlement Agreement and Order on Consent (AOC) for a Time-Critical Removal that Wisconsin Public Service Corporation will undertake at the Campmarina MGP Superfund Alternative Approach site (Site) in the Sheboygan River site near Sheboygan, WI. The work specified in the Action Memo includes nearshore NAPL excavation within a coffer dam in the river and PAH contaminated sediment dredging in a limited area near the former manufactured gas plant property. WPSC has paid all past costs for the Site under previous administrative orders and will pay future costs under this AOC. If you have any questions or need additional information, please contact Richard Nagle at (312) 353-8222.

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

<p>IN THE MATTER OF: Wpsc Campmarina MGP Sheboygan, Wisconsin</p> <p>Wisconsin Public Service Corporation,  Respondent.</p>	<p>ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION</p> <p>U.S. EPA Region 5</p> <p>CERCLA Docket No. <b>V-W-11-C-973</b></p> <p>Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622</p>
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## **I. JURISDICTION AND GENERAL PROVISIONS**

1. This Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”) is entered into voluntarily by the United States Environmental Protection Agency (“U.S. EPA”) and Wisconsin Public Service Corporation (“WPSC” or “Respondent”). This Settlement Agreement provides for the performance of a removal action by Respondent at or in connection with the WPSC Campmarina MGP Site (the “Site”) generally located in Sheboygan, Wisconsin.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended (“CERCLA”).

3. U.S. EPA has notified the State of Wisconsin (the “State”) of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. U.S. EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of fact, conclusions of law and determinations in Sections IV and V of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

## **II. PARTIES BOUND**

5. This Settlement Agreement applies to and is binding upon U.S. EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent, including but not limited to any transfer of assets or real or personal property, shall not alter Respondent’s responsibilities under this Settlement Agreement.

6. Respondent shall ensure that its contractors, subcontractors and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondent shall be responsible for any noncompliance with this Settlement Agreement.

## **III. DEFINITIONS**

7. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement, that are defined in CERCLA or in regulations promulgated under CERCLA, shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply.

a. “Action Memorandum” shall mean the U.S. EPA Action Memorandum relating to the Site, signed by the Regional Administrator, U.S. EPA Region 5 or her delegate and all attachments thereto. The Action Memorandum is attached as Appendix A.

- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.
- c. "Contract" shall mean Contract No. SF-91-04, which was entered into by Respondent and the City of Sheboygan on March 24, 1992, and which governed work previously performed by Respondent on the Site.
- d. The term "day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday or federal holiday, the period shall run until the close of business of the next working day.
- e. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXX.
- f. "Future Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work or otherwise implementing, overseeing or enforcing this Settlement Agreement, including but not limited to payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 32 (costs and attorney fees and any monies paid to secure access, including the amount of just compensation), Paragraph 42 (emergency response) and Paragraph 66 (Work Takeover).
- g. "Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall 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.
- h. "MGP" shall mean manufactured gas plant.
- i. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.
- j. "PAHs" shall mean polycyclic aromatic hydrocarbons.
- k. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.
- l. "Parties" shall mean U.S. EPA and Respondent.
- m. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 *et seq.* (also known as the Resource Conservation and Recovery Act).
- n. "Respondent" shall mean Wisconsin Public Service Corporation.

o. “RI” shall mean the remedial investigation associated with the River Operable Unit performed under the River Operable Unit AOC.

p. “River Operable Unit” or “River OU” shall mean that portion of the Site not addressed in the State-Issued Upland ROD. River OU includes the Sheboygan River and related sediments and the flood plain areas of the Site not addressed in the State-Issued Upland ROD.

q. “River Operable Unit AOC” shall mean the Administrative Settlement Agreement and Order on Consent for Remedial Investigations and Feasibility Studies between Wisconsin Public Service and U.S. EPA effective on January 27, 2007 (“AOC No. V-W-07 C-862”).

r. “Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

s. “Settlement Agreement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached thereto (listed in Section XXIX). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

t. “Site” shall mean the WPSC Campmarina MGP Site, encompassing approximately one and one-half (1-1/2) acres located at 732 North Water Street in Sheboygan, Wisconsin and adjacent portions of the Sheboygan River as depicted generally on the map attached as Appendix B.

u. “State” shall mean the State of Wisconsin.

v. “State-Issued Upland ROD” shall mean the Record of Decision issued pursuant to a contract by the State of Wisconsin under Wisconsin Annotated Code Section 292.31(8)(h) on January 11, 2001, for the upland portion of the Site. “Upland Operable Unit” or “Upland OU” shall mean that portion of the Site addressed in the State-Issued Upland ROD, as shown in Appendix C, Figure 1 to this Settlement Agreement.

w. “U.S. EPA” shall mean the United States Environmental Protection Agency and any successor departments, or agencies or instrumentalities.

x. “Waste Material” shall mean (i) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), (ii) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33), (iii) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), and (iv) any “hazardous substance” under Wis. Stat. §§ 292.01(5), 299.01(6) or Wis. Admin. Code § NR 700.03(25).

y. “WDNR” shall mean the Wisconsin Department of Natural Resources and any successor departments or agencies of the state.

z. “Work” shall mean all activities Respondent is required to perform under this Settlement Agreement, except those required by Section XI (Record Retention).

#### IV. FINDINGS OF FACT

8. MGPs operated to provide gas from coal or oil. Historically, most MGPs were constructed with similar facilities and generated similar wastes using defined manufacturing processes. The gas manufacturing and purification processes utilized at MGPs produced various byproducts and residues, including tars, sludges, lampblack, light oils, spent oxide wastes and other hydrocarbon products. These residues, which are often discovered in the same locations at former MGP sites (*e.g.*, near the former gas holders, tar stumps and lampblack separators), may contain PAHs, petroleum hydrocarbons, benzene, cyanide, metals and phenols. The residues contain a number of known and suspected carcinogens and other potentially hazardous chemicals.

9. The Site is located at 732 North Water Street in Sheboygan, Wisconsin, on the north bank of the Sheboygan River. The City of Sheboygan currently owns the upland property at the Site, which is used as a park and marina. There is also a river walk located immediately adjacent to the river shoreline.

10. The Site is located in an area that was historically industrial. A MGP operated at the Site from 1872 to 1929, and its processes included coal carbonization and production of carbureted water gas. The Respondent is Wisconsin Public Service Corporation, former owner and operator at the Site.

11. The Site consists of two operable units ("OU") – the Upland OU and the River OU. The Upland OU is approximately one and one-half acres in size and includes the former MGP facility areas. The River OU includes the portion of the Site that was not addressed in the State-Issued Upland ROD, including MGP-related contamination that may have come to be located in the adjacent Sheboygan River, its floodplains and/or its sediment.

12. WPSC conducted an initial assessment of the River Operable Unit in 1996. The assessment was generally qualitative and evaluated odor, sheen and tar. At that time, an area of about 3.4 acres was identified to contain MGP residuals. Based on limited surface sediment and core sediment samples, total PAHs were as high as 9,294 milligrams per kilogram ("mg/kg") and total BTEX was as high as 990 mg/kg. Water depths in the Sheboygan River adjacent to the Site range from about 3.5 to 9 feet and sediment thickness ranges from 2 to 10 feet.

13. The RI conducted pursuant to the River Operable Unit AOC identified the presence of non-aqueous phase liquid ("NAPL") tar in an area adjacent to the east shore of the Sheboygan River along the upland portion of the Site.

14. The Site is within the Sheboygan River and Harbor Superfund Site (CERCLIS ID WID980996367). U.S. EPA issued a ROD for the Sheboygan River and Harbor Superfund Site in May 2000 that addresses PCB contamination in the Sheboygan River. That ROD does not address the contaminants associated with the WPSC Campmarina MGP Site.

15. Remedial work is about to commence to remediate the Sheboygan River and Harbor Superfund Site in the area of the Site. This remedial work has the potential to expose NAPL, which may result in releases to the Sheboygan River. In order to prevent such releases

and allow the remedial work for the Sheboygan River and Harbor Site to proceed as approved by U.S. EPA, the NAPL must be removed.

16. The Site has not been proposed for placement on the National Priorities List.

## **V. CONCLUSIONS OF LAW AND DETERMINATIONS**

17. Based on the Findings of Fact set forth above and the Administrative Record supporting this removal action, U.S. EPA has determined that:

- a. The Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substances” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
- c. Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and response costs incurred and to be incurred at the Site. Respondent was the owner and/or operator of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).
- e. The conditions described in the Finding of Facts above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- f. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP as provided in Section 300.700(c)(3)(ii) of the NCP.

## **VI. SETTLEMENT AGREEMENT AND ORDER**

18. Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations and the Administrative Record for this Site, it is hereby ordered and agreed that Respondent shall comply with all provisions of this Settlement Agreement, including but not limited to all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement:



## **VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR AND ON-SCENE COORDINATOR**

19. Respondent shall retain one or more contractors to perform the Work and shall notify U.S. EPA of the name(s) and qualifications of such contractor(s) within 10 days of the Effective Date. Respondent shall also notify U.S. EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least 10 days prior to commencement of such Work. U.S. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If U.S. EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify U.S. EPA of that contractor's name and qualifications within 20 days of U.S. EPA's disapproval.

20. Within 10 days after the Effective Date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement and shall submit to U.S. EPA the designated Project Coordinator's name, address, telephone number and qualification. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during Site Work. U.S. EPA retains the right to disapprove of the designated Project Coordinator. If U.S. EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify U.S. EPA of that person's name, address, telephone number and qualifications within 20 days following U.S. EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from U.S. EPA relating to this Settlement Agreement shall constitute receipt by Respondent.

21. U.S. EPA has designated Pablo Valentin of U.S. EPA Region 5 as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to the OSC at U.S. EPA Region 5, 77 West Jackson Boulevard, Mail Code SR-6J, Chicago, IL 60604-3507.

22. U.S. EPA and Respondent shall have the right, subject to Paragraph 20, to change their respective designated OSC or Project Coordinator. Respondent shall notify U.S. EPA 10 days before such a change is made. The initial notification may be made orally but shall be promptly followed by a written notice.

## **VIII. WORK TO BE PERFORMED**

23. Respondent shall perform, at a minimum, all actions necessary to implement the Action Memorandum. The actions to be implemented generally include, but are not limited to, the following:

- a. Develop and implement a Site-specific Health and Safety Plan, including an Air Monitoring Plan, and a Site Emergency Contingency Plan;
- b. Prepare a detailed Work Plan to accomplish the project in the most effective, efficient and safe manner;
- c. Build a sheet pile cofferdam to isolate the area of focused PAH and NAPL removal;

- d. Wet excavate with a backhoe from a barge within the sheet pile cofferdam, then backfill;
- e. Drill shafts followed by insertion of grouted steel piles to support the existing Waterloo wall,
- f. Excavate PAH and NAPL material in and under the shoreline, and reconstruct the shoreline; and
- g. Dredge PAH contaminated sediments in the river outside the cofferdam as identified in the Work Plan.

24. Work Plan and Implementation.

a. Within 10 days after the Effective Date, Respondent shall submit to U.S. EPA for approval a draft Work Plan for performing the removal action to remove NAPL, as generally described in Paragraph 23, above. The draft Work Plan shall provide a description of and an expeditious schedule for the actions required by this Settlement Agreement.

b. U.S. EPA may approve, disapprove, require revisions to or modify the draft Work Plan in whole or in part. If U.S. EPA requires revisions, Respondent shall submit a revised draft Work Plan within 20 days of receipt of U.S. EPA's notification of the required revisions. Respondent shall implement the Work Plan as approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved or approved with modifications, the Work Plan, the schedule and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondent shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondent shall not commence implementation of the Work Plan developed hereunder until it receives U.S. EPA approval pursuant to Paragraph 24. b.

25. Health and Safety Plan. Within 20 days after the Effective Date, Respondent shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement Agreement. This plan shall be prepared in accordance with U.S. EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration regulations found at 29 C.F.R. Part 1910. If U.S. EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by U.S. EPA and shall implement the plan during the pendency of the removal action.

26. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to U.S. EPA direction, approval and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate U.S. EPA guidance. Respondent shall follow, as

appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001, Reissued May 2006)," or equivalent documentation as determined by U.S. EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by U.S. EPA, Respondent shall have such a laboratory analyze samples submitted by U.S. EPA for QA monitoring. Respondent shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by U.S. EPA, Respondent shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify U.S. EPA not less than 7 days in advance of any sample collection activities, unless shorter notice is agreed to by U.S. EPA. U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary. Upon request, U.S. EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

27. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by U.S. EPA, Respondent shall submit a proposal for post-removal site control consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02. Upon U.S. EPA approval, Respondent shall implement such controls and shall provide U.S. EPA with documentation of all post-removal site control arrangements.

28. Reporting.

a. Respondent shall submit a written progress report to U.S. EPA concerning actions undertaken pursuant to this Settlement Agreement every 30th day after the date of receipt of U.S. EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems and planned resolutions of past or anticipated problems.

b. Respondent shall submit 2 copies of all plans, reports or other submissions required by this Settlement Agreement, the Statement of Work or any approved work plan. Upon request by U.S. EPA, Respondent shall submit such documents in electronic form.

c. Respondent shall, at least 30 days prior to the conveyance of any interest in real property at the Site of which Respondent is aware, give written notice to the transferee

that the property is subject to this Settlement Agreement and written notice to U.S. EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondent also agrees to require that its successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

29. Final Report. Within 30 days after completion of all Work required by this Settlement Agreement, Respondent shall submit for U.S. EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

30. Off-site Shipments.

a. Respondent shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the OSC. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

b. Respondent shall include in the written notification the following information: (i) the name and location of the facility to which the Waste Material is to be shipped; (ii) the type and quantity of the Waste Material to be shipped; (iii) the expected schedule for the shipment of the Waste Material; and (iv) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state or to a facility in another state.

c. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by Paragraphs 30.a. and b. as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

d. Before shipping any hazardous substances, pollutants or contaminants from the Site to an off-site location, Respondent shall obtain U.S. EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3) and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

## **IX. SITE ACCESS**

31. If the Site, or any other property where access is needed to implement this Settlement Agreement is owned or controlled by the Respondent, commencing on the Effective Date, the Respondent shall provide U.S. EPA, the State and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

32. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within 10 days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify U.S. EPA if, after using its best efforts, it is unable to obtain such agreements. For purposes of this paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing its efforts to obtain access. U.S. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as U.S. EPA deems appropriate. Respondent shall reimburse U.S. EPA for all costs and attorney fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

33. Notwithstanding any provision of this Settlement Agreement, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

## **X. ACCESS TO INFORMATION**

34. Respondent shall provide to U.S. EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence or other documents or information related to the Work. Respondent shall also make available to U.S. EPA, for purposes of investigation, information gathering or testimony, its employees, agents or representatives with knowledge of relevant facts concerning the performance of the Work.

35. Respondent may assert business confidentiality claims covering all or part of the documents or information submitted to U.S. EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40

C.F.R. § 2.203(b). Documents or information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA or if U.S. EPA has notified Respondent that the documents or information are not confidential 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 documents or information without further notice to Respondent.

36. Respondent may assert that certain documents, records and other information are privileged under the attorney/client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, it shall provide U.S. EPA with the following: (i) the title of the document, record or information; (ii) the date of the document, record or information; (iii) the name and title of the author of the document, record or information; (iv) the name and title of each addressee and recipient; (v) a description of the contents of the document, record or information; and (vi) the privilege asserted by the Respondent. However, no document, record or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that it is privileged or confidential.

37. No claim of privilege or confidentiality shall be made with respect to any data, including but not limited to all sampling, analytical, monitoring, hydrogeologic, scientific, chemical or engineering data, or any other documents or information evidencing conditions at or around the Site.

## **XI. RECORD RETENTION**

38. Until 10 years after Respondent's receipt of U.S. EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Respondent's receipt of U.S. EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records and information of whatever kind, nature or description relating to the performance of the Work.

39. At the conclusion of this document retention period, Respondent shall notify U.S. EPA at least 90 days prior to the destruction of any such records or documents, and upon request by U.S. EPA, Respondent shall deliver any such records or documents to U.S. EPA. Respondent may assert that certain documents, records or other information are privileged under the attorney/client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide U.S. EPA with (i) the title of the document, record or information; (ii) the date of the document, record or information; (iii) the name and title of the author of the document, record or information; (iv) the name and title of each addressee and recipient; (v) a description of the subject of the document, record or information; and (vi) the privilege asserted by Respondent. However, no document, record or other information created or

generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that it is privileged or confidential.

40. Respondent hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by U.S. EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

## **XII. COMPLIANCE WITH OTHER LAWS**

41. Respondent shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable state and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental, state environmental or facility siting laws.

## **XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES**

42. In the event of any action or occurrence during performance of the Work, that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including but not limited to the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response and Removal Branch, U.S. EPA, Region 5, at 312-353-2318, of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this paragraph and U.S. EPA takes such action instead, Respondent shall reimburse U.S. EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

43. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at 312-353-2318 and the National Response Center at 800-424-8802. Respondent shall submit a written report to U.S. EPA within seven days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11004.

#### **XIV. AUTHORITY OF ON-SCENE COORDINATOR**

44. The OSC shall be responsible for overseeing Respondent's implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct or direct any Work required by this Settlement Agreement or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

#### **XV. PAYMENT OF RESPONSE COSTS**

45. Payments for Future Response Costs.

a. Respondent shall pay U.S. EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, U.S. EPA will send Respondent a bill requiring payment that includes a cost summary report (ISCS). Respondent shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 47 of this Settlement Agreement.

b. Respondent shall make all payments required by this paragraph to EPA by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York NY 10045  
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

c. At the time of payment, Respondent shall send notice that payment has been made by email to [acctsreceivable.cinwd@epa.gov](mailto:acctsreceivable.cinwd@epa.gov) and to:

U.S. EPA  
Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

d. The total amount to be paid by Respondent pursuant to Paragraph 45.a. shall be deposited by U.S. EPA in the Campmarina Special Account with the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

46. In the event that the payments for Future Response Costs are not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Future Response costs shall begin to accrue on the date of the bill and shall continue



to accrue until the date of payment. Payments of Interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this section, including but not limited to payment of stipulated penalties pursuant to Section XVIII (Stipulated Penalties).

47. Respondent may contest payment of any Future Response Costs billed under Paragraph 45 if it determines that U.S. EPA has made a mathematical error or if it believes U.S. EPA incurred excess costs as a direct result of an U.S. EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the OSC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondent shall, within the 30-day period, pay all uncontested Future Response Costs to U.S. EPA in the manner described in Paragraph 45. Simultaneously, Respondent shall establish an interest-bearing escrow account in a federally insured bank duly chartered in the State of Wisconsin and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent shall send to the OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs and a copy of the correspondence that establishes and funds the escrow account, including but not limited to information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondent shall initiate the dispute resolution procedures in Section XVI (Dispute Resolution). If U.S. EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondent shall pay the sums due (with accrued Interest) to U.S. EPA in the manner described in Paragraph 45. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus associated accrued Interest) for which it did not prevail to U.S. EPA in the manner described in Paragraph 45. Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanism for resolving disputes regarding Respondent's obligation to reimburse U.S. EPA for its Future Response Costs.

## **XVI. DISPUTE RESOLUTION**

48. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

49. If Respondent objects to any U.S. EPA action taken pursuant to this Settlement Agreement, including bills for Future Response Costs, it shall notify U.S. EPA in writing of its objection(s) within 10 days of such action, unless the objection(s) has/have been resolved informally. U.S. EPA and Respondent shall have 30 days from U.S. EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of U.S. EPA.

50. Any agreement reached by the Parties pursuant to this section shall be in writing and shall, upon signature by both Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an U.S. EPA management official at the Region 5 level or higher will issue a written decision on the dispute to Respondent. U.S. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondent's obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this section. Following resolution of the dispute, as provided by this section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

## **XVII. FORCE MAJEURE**

51. Respondent agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a force majeure event. For purposes of this Settlement Agreement, a "force majeure" is defined as any event arising from causes beyond the control of Respondent or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondent's best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the Work, increased cost of performance or a failure to attain performance standards/action levels set forth in the Action Memorandum.

52. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a force majeure event, Respondent shall notify U.S. EPA orally within 10 days of when Respondent first knew that the event might cause a delay. Within 5 days thereafter, Respondent shall provide to U.S. EPA in writing an explanation and description of the reasons for the delay, the anticipated duration of the delay, any measures to be taken to prevent or mitigate the delay or the effect of the delay, the Respondent's rationale for attributing such delay to a force majeure event if it intends to assert such a claim and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

53. If U.S. EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Settlement Agreement that are affected by the force majeure event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, U.S. EPA will notify Respondent in writing of its decision. If U.S. EPA agrees that the delay is attributable to a force majeure event, U.S. EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligation affected by the force majeure event.

## XVIII. STIPULATED PENALTIES

54. Respondent shall be liable to U.S. EPA for stipulated penalties in the amounts set forth in Paragraphs 55 and 56 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (Force Majeure). "Compliance" by Respondent shall include completion of the activities under this Settlement Agreement or any Work Plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement and any plans or other documents approved by U.S. EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

55. Stipulated Penalty Amounts – Work (including Payments).

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 55.b.:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000	1st through 14th day
\$ 2,000	15th through 30th day
\$ 4,000	31st day and beyond

b. Compliance Milestones. The stipulated penalties described in Paragraph 55.a shall accrue for any noncompliance with required Work, including failure to meet due dates for payments of Future Response Costs, failure to establish escrow accounts in the event of disputes and/or failure to timely or adequately implement the approved Work Plan and any other approved removal action planning documents and schedules.

56. Stipulated Penalty Amounts – Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Sections VIII (Work to Be Performed) and X (Access to Information).

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000	1st through 14th day
\$ 2,000	15th through 30th day
\$ 4,000	31st day and beyond

57. In the event that U.S. EPA assumes performance of a portion or all of the Work pursuant to Paragraph 66 of Section XX (Reservations of Rights by U.S. EPA), Respondent shall be liable for a stipulated penalty in the amount of \$100,000.

58. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue (i) with respect to a deficient submission under Section VIII (Work to Be Performed), during the period, if any, beginning on the 31st day after U.S. EPA's receipt of such submission until the date that U.S. EPA notifies Respondent of any deficiency and (ii) with respect to a decision by the U.S. EPA management official at Region 5 level or higher, under

Paragraph 50 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the U.S. EPA management official issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

59. Following U.S. EPA's determination that Respondent has failed to comply with a requirement of this Settlement Agreement, U.S. EPA may give Respondent written notification of the failure and describe the noncompliance. U.S. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding paragraph regardless of whether U.S. EPA has notified Respondent of a violation. All penalties accruing under this section shall be due and payable to U.S. EPA within 30 days of Respondent's receipt from U.S. EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to U.S. EPA under this section shall be paid by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York NY 10045  
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall indicate that the payment is for stipulated penalties and shall reference U.S. EPA Region V and Site/Spill Identification No. WIN000510058, U.S. EPA Docket No. \_\_\_\_\_ and the name and address of the party making the payment. Notice shall be sent to U.S. EPA as provided in Paragraph 45.c.

60. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Settlement Agreement.

61. Penalties shall continue to accrue during any dispute resolution period but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision.

62. If Respondent fails to pay stipulated penalties when due, U.S. EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 59. Nothing in this Settlement Agreement shall be construed as prohibiting, altering or in any way limiting the ability of U.S. EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including but not limited to penalties pursuant to

Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3); provided, however, that U.S. EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this section, except in the case of a willful violation of this Settlement Agreement or in the event that U.S. EPA assumes performance of a portion or all of the Work pursuant to Section XX (Reservations of Rights by U.S. EPA), Paragraph 66. Notwithstanding any other provision of this section, U.S. EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

### **XIX. COVENANT NOT TO SUE BY U.S. EPA**

63. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement and except as otherwise specifically provided in this Settlement Agreement, U.S. EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Settlement Agreement, including but not limited to payment of Future Response Costs pursuant to Section XV (Payment of Response Costs). This covenant not to sue extends only to Respondent and its successors and does not extend to any other person.

### **XX. RESERVATIONS OF RIGHTS BY U.S. EPA**

64. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of U.S. EPA or the United States to take, direct or order all actions necessary to protect public health, welfare or the environment or to prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants or contaminants or hazardous or solid waste on, at or from the Site. Further, nothing in this Settlement Agreement shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

65. The covenant not to sue set forth in Section XIX (Covenant Not to Sue) above does not pertain to any matters other than those expressly identified therein. U.S. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including but not limited to:

- a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Future Response Costs;
- c. liability for performance of response action other than the Work;

- d. criminal liability;
- e. liability for damages for injury to, destruction of or loss of natural resources and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

66. Work Takeover. In the event U.S. EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work or is implementing the Work in a manner that may cause an endangerment to human health or the environment, U.S. EPA may assume the performance of all or any portion of the Work as U.S. EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute U.S. EPA's determination that takeover of the Work is warranted under this paragraph. Costs incurred by the United States in performing the Work pursuant to this paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, U.S. EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

#### **XXI. COVENANT NOT TO SUE BY RESPONDENT**

67. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, its contractors or employees with respect to the Work, Future Response Costs or this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112 or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612 or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or Future Response Costs.

68. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

## XXII. OTHER CLAIMS

69. By issuance of this Settlement Agreement, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or U.S. EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors or consultants in carrying out actions pursuant to this Settlement Agreement.

70. Except as expressly provided in Section XIX (Covenant Not to Sue by U.S. EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement Agreement for any liability such person may have under CERCLA, other statutes or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

71. No action or decision by U.S. EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

## XXIII. EFFECT OF SETTLEMENT/CONTRIBUTION

72. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondent has, as of the Effective Date, resolved its liability to the United States for the Work and Future Response Costs.

73. Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify U.S. EPA in writing no later than 60 days prior to the initiation of such suit or claim. Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify U.S. EPA in writing within 10 days of service of the complaint or claim upon it. In addition, Respondent shall notify U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

74. In any subsequent administrative or judicial proceeding initiated by U.S. EPA, or by the United States on behalf of U.S. EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by U.S. EPA set forth in Section XIX.

75. Effective upon signature of this Settlement Agreement by Respondent, Respondent agrees that the time period after the date of its signature shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 72 and that, in any action brought by the United States related to the "matters addressed," Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time after its signature of this Settlement Agreement. If U.S. EPA gives notice to Respondent that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by U.S. EPA.

#### **XXIV. INDEMNIFICATION**

76. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from or on account of negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors or subcontractors in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorney fees and other expenses of litigation and settlement, arising out of or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out the activities pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States.

77. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this section and shall consult with Respondent prior to settling such claim.

78. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States arising from or on account of any contract, agreement or arrangement between Respondent and any person for performance of Work on or relating to the Site, including but not limited to claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement or arrangement between Respondent and any person for



performance of Work on or relating to the Site, including but not limited to claims on account of construction delays.

## **XXV. INSURANCE**

79. At least 10 days prior to commencing any on-site Work under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of Two Million Dollars (\$2,000,000), combined single limit, naming U.S. EPA as an additional insured. Within the same time period, Respondent shall provide U.S. EPA with certificates of such insurance and a copy of each insurance policy. Respondent shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy or shall ensure that its 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 Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to U.S. EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above that is not maintained by such contractor or subcontractor.

## **XXVI. FINANCIAL ASSURANCE**

80. Within 30 days of the Effective Date, Respondent shall establish and maintain financial security for the benefit of U.S. EPA in the amount of \$4.5 million in one or more of the following forms in order to secure the full and final completion of the Work by Respondent:

- a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;
- b. one or more irrevocable letters of credit, payable to or at the direction of U.S. EPA, issued by financial institution(s) acceptable in all respects to U.S. EPA;
- c. a trust fund administered by a trustee acceptable in all respects to U.S. EPA;
- d. a policy of insurance issued by an insurance carrier acceptable in all respects to U.S. EPA that ensures the payment and/or performance of the Work;
- e. a written guarantee to pay for or perform the Work provided by one or more parent companies of Respondent or by one or more unrelated companies that have a substantial business relationship with Respondent, including a demonstration that any such guarantor company satisfies the financial test requirements of 40 C.F.R. § 264.143(f); and/or
- f. a demonstration of sufficient financial resources to pay for the Work made by Respondent, which shall consist of a demonstration that Respondent satisfies the requirements of Section 40 C.F.R. § 264.143(f).

81. Any and all financial assurance instruments provided pursuant to this section shall be in form and substance satisfactory to U.S. EPA, determined in U.S. EPA's sole discretion. In the event that U.S. EPA determines at any time that the financial assurances provided pursuant to this section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondent shall, within 30 days of receipt of notice of U.S. EPA's determination, obtain and present to U.S. EPA for approval one of the other forms of financial assurance listed in Paragraph 80 above. In addition, if at any time U.S. EPA notifies Respondent that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondent shall obtain and present to U.S. EPA for approval a revised form of financial assurance (otherwise acceptable under this section) that reflects such cost increase. Respondent's inability to demonstrate financial assurance to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

82. If Respondent seeks to ensure completion of the Work through a guarantee pursuant to Paragraph 80.e or f of this Settlement Agreement, Respondent shall: (i) demonstrate to U.S. EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. § 264.143(f) and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. § 264.143(f) annually, on the anniversary of the Effective Date or such other date as agreed by U.S. EPA, to U.S. EPA. For purposes of this Settlement Agreement, wherever 40 C.F.R. § 264.143(f) references "sum of current closure and post-closure cost estimates and the current plugging and abandonment cost estimates," the dollar amount to be used in the relevant financial test calculations shall be the current cost estimate of \$4.5 million for the Work at the Site **plus** any other RCRA, CERCLA, Toxic Substance Control Act or other federal environmental obligations financially assured by the Respondent or guarantor to U.S. EPA by means of passing a financial test.

83. If, after the Effective Date, Respondent can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 80 of this section, Respondent may, on any anniversary date of the Effective Date or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this section to the estimated cost of the remaining Work to be performed. Respondent shall submit a proposal for such reduction to U.S. EPA, in accordance with the requirements of this section, and may reduce the amount of the security after receiving written approval from U.S. EPA. In the event of a dispute, Respondent may seek dispute resolution pursuant to Section XVI (Dispute Resolution). Respondent may reduce the amount of security in accordance with U.S. EPA's written decision resolving the dispute.

84. Respondent may change the form of financial assurance provided under this section at any time, upon notice to and prior written approval of U.S. EPA, provided that U.S. EPA determines that the new form of assurance meets the requirements of this section. In the event of a dispute, Respondent may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

## **XXVII. MODIFICATIONS**

85. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by U.S. EPA promptly but

shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the Parties.

86. If Respondent seeks permission to deviate from any approved Work Plan or schedule, Respondent's Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receipt of oral or written approval from the OSC pursuant to Paragraph 85.

87. No information, advice, guidance, suggestion or comments by the OSC or other U.S. EPA representatives regarding reports, plans, specifications, schedules or any writing submitted by Respondent shall relieve Respondent of its obligations to obtain any formal approval required by this Settlement Agreement or to comply with all requirements of this Settlement Agreement unless it is formally modified.

### **XXVIII. NOTICE OF COMPLETION OF WORK**

88. When U.S. EPA determines, after U.S. EPA's review of the final report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including payment of Future Response Costs and record retention, U.S. EPA will provide written notice to Respondent. If U.S. EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Respondent, provide a list of the deficiencies and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified final report in accordance with the U.S. EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

### **XXIX. INTEGRATION/APPENDICES**

89. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreements:

- a. Appendix A – Action Memorandum
- b. Appendix B – Site Map
- c. Appendix C – State-Issued Upland ROD

### **XXX. EFFECTIVE DATE**

90. This Settlement Agreement shall be effective 5 days after the Settlement Agreement is signed by the Regional Administrator or his/her delegate.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind it to this document.

IN THE MATTER OF:  
Wpsc Campmarina MGP  
Sheboygan, Wisconsin

AGREED this 10 day of June, 2011.

WISCONSIN PUBLIC SERVICE  
CORPORATION

By Connie K. Launyak  
Its Director - Environmental Services

IN THE MATTER OF:  
WPSC Campmarina MGP  
Sheboygan, Wisconsin

It is so ORDERED AND AGREED this 23 day of JUNE, 2011.

By Richard C. Karl  
Richard C. Karl, Director  
Superfund Division

## **APPENDIX A**




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 W. JACKSON BLVD  
CHICAGO, IL 60604

**MEMORANDUM**

DATE: **JUN 23 2011**

SUBJECT: ENFORCEMENT ACTION MEMORANDUM - Determination of Threat to Public Health or Welfare or the Environment at the Wisconsin Public Service Corporation Camp Marina Manufactured Gas Plant, Sheboygan, Sheboygan County, Wisconsin (Site ID # B5DA)

FROM: Pablo N. Valentin  -  
Remedial Project Manager/ On-Scene Coordinator

THRU: Linda M. Nachowicz, Chief   
Emergency Response Branch 2

TO: Richard C. Karl, Director  
Superfund Division

**I. PURPOSE**

The purpose of this Action Memorandum is to document the determination of an imminent and substantial threat to public health or welfare or the environment posed by the presence of contaminated soils and sediment at the Wisconsin Public Service Corporation (WPSC) Camp Marina Manufactured Gas Plant (MGP) Site in Sheboygan, Wisconsin (the WPSC Camp Marina MGP Site or the Site), and to document approval of the proposed time-critical removal action described herein.

The response actions proposed herein are necessary in order to mitigate threats to public health, welfare, and the environment posed by the presence of uncontrolled hazardous substances at the Site, a former manufactured gas plant. The presence of hazardous substances existing at the Site has been documented, including toxic Polynuclear Aromatic Hydrocarbons (PAH) in Non Aqueous Phase Liquid (NAPL) form. Results from the Site Remedial Investigation documented the presence of high levels of hazardous substances in soils and sediment at or near the surface. PAHs were detected in multiple samples in NAPL form. Additionally, dredging scheduled to take place this summer as part of the implementation of the Sheboygan River and Harbor Superfund Site PCB cleanup might cause the release of the PAH NAPL material from the Site if not addressed adequately.

The removal action proposed herein is to complete the following: drill shafts followed by insertion of grouted steel piles to support the existing Site Waterloo wall; excavate near-shore PAH NAPL; reconstruct shoreline; install sheetpile cofferdam; excavate sediment PAH NAPL; backfill wet excavation areas; transport and dispose off-site excavated material at a Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, (CERCLA) approved disposal facility in accordance with U.S. EPA's Off-Site Rule (40 C.F.R. § 300.440); and, take any other response actions to address any release or threatened release of a hazardous substance, pollutant or contaminant that the United States Environmental Protection Agency (U.S. EPA) On-Scene Coordinator (OSC) determines may pose an imminent and substantial endangerment to the public health or the environment.

This response action will be conducted in accordance with CERCLA Section 104(a)(1), 42 U.S.C. § 9604(a)(1), to abate or eliminate the immediate threat posed to public health and/or the environment by the presence of the hazardous substances at the Site. The uncontrolled conditions of the hazardous substances present at the Site require that this action be classified as a time-critical removal action.

One of the potentially responsible parties (PRPs) for the Site, WPSC is prepared to conduct the time-critical removal action described in this Action Memorandum. WPSC was an operator of the MGP Site which contributed to the PAH NAPL contaminated soils and sediment.

There are no nationally significant or precedent setting issues associated with the Site.

## **II. SITE CONDITIONS AND BACKGROUND**

CERCLIS ID # WIN000510058

RCRA ID: None

STATE ID: None

Category: Time-Critical Removal

Two methods of coal gas production were used at the WPSC Camp Marina MGP. The coal carbonization method, used from 1872 to 1886, involved heating the coal in an airtight chamber (retort) which produced coke and gases containing a variety of volatilized organic constituents. The process also produced tar, which was sold for roofing, wood treatment, and paving roads. The gas was passed through purifiers to remove impurities such as sulfur, carbon dioxide, cyanide, and ammonia. Dry purifiers contained lime or hydrated iron oxide mixed with wood chips. The gas was then stored in large holders on the property prior to distribution for lighting and heating.

The carbureted water gas process, used from 1886 to 1929, involved passing air and steam over the incandescent coal in a brick-filled vessel to form a combustible gas which was then enriched by injecting a fine mist of oil over the bricks. The gas was then



purified and stored in holders prior to distribution. The Camp Marina MGP ceased operations in 1929. Former aboveground MGP related structures are shown on Figure A-2. Structures were removed between 1950 and 1966.

Historical development activities adjacent to (north of) the upland portion of the Site include a property formerly used as a tannery, then a toy factory. Tannery operations terminated sometime between 1903 and 1940 and the property was sold to Garton Toy Company (Garton). Garton used a portion of the property adjacent to the river, directly north of the former New York Avenue (Figure A-2), for paint and lacquer spraying. This building was subsequently demolished. Garton also occupied a building north of Wisconsin Avenue that is now a multi-tenant complex.

Historic Sanborn Fire Insurance maps for the subject property depict the shorelines of the Sheboygan River over time at the MGP site. Between 1891 and 1903, the channel appears to have been straightened by fill that extended approximately 60 feet into the river. Later maps show that the shoreline has not changed substantially since 1903. Historical shorelines are presented on Figure A-2.

The U. S. Army Corps of Engineers (USACE) Detroit District is responsible for maintaining a navigation channel and turning basin within the river downstream of the MGP Site. The upstream limit of the USACE navigation channel is located approximately 500 feet downstream of the former MGP facility, just below the Pennsylvania Avenue Bridge. From the Pennsylvania Avenue Bridge and extending approximately 2,300 feet downstream to near the Eighth Street Bridge, the channel has a USACE project depth of 15 feet. The remainder of the navigation channel (4,200 feet) downstream to the harbor has a USACE project channel depth of 21 feet.

Maintenance dredging of the Sheboygan Harbor last occurred in 1991 (WDNR, October 1995). Dredged materials were disposed of south of the harbor as part of a beach nourishment project. The channel above the Eighth Street Bridge has not been dredged since 1956 (U.S. EPA, May 2000).

According to a June 2005 USACE bathymetric survey of the Sheboygan River, water depths are much shallower than the USACE project depths. In the June 2005 survey, observed water depths within the 21-foot project depth portion of the channel were between 5 and 15 feet, while observed water depths within the 15-foot project depth portion of the channel were between 4 and 7 feet.

## **A. Site Description**

### **1. Removal site evaluation**

WPSC took, as part of the 2008 Remedial Investigation (RI), visual observations of sediment borings and MGP residuals, using the following NAPL standard descriptors outlined and summarized in the table below.

Descriptive Term	Definition
No Visible Evidence	No visible evidence of oil on soil or sediment sample
Sheen	Any visible sheen in the water on soil or sediment particles or the core
Staining	Visible brown or black staining in soil or sediment; can be visible as mottling or in bands; typically associated with fine-grained soil or sediment
Coating	Visible brown or black oil coating soil or sediment particles; typically associated with coarse-grained soil or sediment such as coarse sand, gravels, and cobbles.
Oil Wetted	Visible brown or black oil wetting the soil or sediment sample; oil appears as a liquid and is not held by soil or sediment grains.

The occurrence of MGP residuals was documented on sediment logs (Appendix F of the 2008 RI Report). The areas depicting MGP residuals were interpolated based on the residuals observed in surrounding borings and professional judgment. Where present, MGP residuals were most often observed in the form of staining on soft sediments, and were coincident with elevated concentrations of PAHs. Staining was also observed in sediment borings with concentrations at or below the ambient concentration and may not be attributable to MGP residuals. The maximum total PAH concentration of 22,310 parts per million (ppm) occurred at the base of T6A (6.3 feet (ft) - 7.4 ft). In addition, T08A had a maximum PAH concentration of 7,872 ppm in the 2.7 ft - 3.8 ft interval and T09A had a maximum PAH concentration of 6,522 ppm in the 0.5 ft - 1.5 ft interval. The Great Lakes National Program Office conducted a sampling effort during the summer of 2010 and found the following maximum PAH concentrations with visual observations of NAPL within the Site area in the Sheboygan River: sample SD-086 with PAH concentration of 7,690 ppm at the 7 ft - 8 ft interval, SD-086 with maximum PAH concentration of 817 ppm at the 1 ft - 3.5 ft interval, and SD-079 with maximum PAH concentration of 408 ppm at the 5 ft - 7 ft interval. See Figure A-5 for sample locations.

In general, sediment borings with staining and concentrations less than the ambient concentration were noted with petroleum-like odors. Sheen was rarely observed in sediments without the presence of other forms of MGP residuals (i.e., staining, oil wetted).

Vibrocores T18B, T4D, and T14B contained black sediments in combination with odor; however the black sediments were not present as mottling, the odors were weak and/or petroleum-like, and the total PAH (13) (Table B-1) concentrations were below 14,000  $\mu\text{g}/\text{kg}$  (or 14  $\text{mg}/\text{kg}$ ). Therefore, they were not included in the determination of extent of MGP residuals. The upstream limit of MGP residuals is located at T3A. The downstream limit of MGP residuals is located at T17B and T17C. Between transect T3 and transect T11, MGP residuals were observed along the eastern shoreline (upland portion of the Site) and extended into the river as far as Boat Island. Between T11 and T17, MGP residuals contract toward the center of the channel and form a point near T17B and T17C. A localized area of MGP residuals was also observed along the western shore, between transect T3 and T8. (See Figure A-4 for referenced sample locations.)

The extent of MGP residuals observed in 2008 is generally consistent with the extent of MGP residuals observed in sediment in 1995 and 1996 with the exception of downstream of Boat Island where the occurrence of MGP residuals extends into the center of the Sheboygan River and the western shore. These areas had not been previously investigated to the same extent as the 2008 RI.

Black staining of the brown sediment was the most commonly observed form of MGP residual. However, it should be noted that stained sediment alone does not infer MGP residuals. Stained sediments may be associated with other sources. For example, sediment deposits naturally contain a high amount of organic material compared to upland soils, which is often present as black mottling within the sediment core. In the field, staining was differentiated from black organic mottling by olfactory observations. Cores that contained black mottling with the presence of petroleum or MGP-like odors were so noted and included in the MGP residuals unless the total PAH (13) concentration was less than the ambient concentration used for making field decisions.

The thickness of stained material within a soft sediment core ranged from 0.1 to 8.8 feet. Stained material greater than 5 feet thick was typically found in cores located near the upland portion of the Site. Oil wetted and oil coated sediment was observed in both fine and coarse grained materials. Similar to the delineation of MGP residuals, geological features were also inferred between boring locations using surrounding borings and professional judgment. These types of MGP residuals were commonly associated with sheen and staining, and found near the base of the sediment cores. The thickness of oil wetted or oil coated material within a soft sediment core ranged from 0.1 to 1.1 feet. T8A contained 1.1 feet of oil wetted silt near the base of the core.

MGP residuals were visually evident in an area defined upstream by transect T3 and downstream by transect T17, that extends from the eastern river shore out to Boat Island, or to near the center of the river channel below Boat Island. Along a limited length of the western river shore, opposite the former MGP site, MGP residuals extended approximately 40 feet from the shore. The most commonly observed MGP residual was staining, which can be found in both silty and sandy soft sediments. Oil wetted and/or oil coated sediments were also observed in both silty and sandy soft sediments and were commonly found near the base of vibrocore samples collected from near the upland portion of the Site shoreline. MGP residuals do not appear to be preferentially associated with any particular grain-size of material or layer within the soft sediment. MGP residuals were not observed in the parent material beneath the soft sediment. MGP residuals were observed in both historic upland Site samples and river Site sediment cores, approximately 15 feet below the former shoreline excavation.

## **2. Physical location**

The Site is located at NW 1/4 of the SW 1/4 T15N, R23E, Section 23, 732 North Water Street, Sheboygan, Sheboygan County, Wisconsin. The geographical coordinates of the Site are 43.7525140 North latitude and -87.7182090 West longitude.

The upland portion of the Site encompasses an area of approximately 2.3 acres adjacent to the Sheboygan River, approximately 1 mile west of Lake Michigan. The river portion of the Site is located immediately adjacent to the upland portion of the Site and is approximately 4.5 acres (Figure A-1). This area extends 80 feet upstream of the former northern property boundary, as much as 200-feet outward from the shoreline, and about 1,000 feet downstream of the former southern property line. The river portion of the Site is within the limits of the Sheboygan River and Harbor Superfund Site.

Boat Island is a man-made land mass located approximately 180 feet from the eastern shoreline of the river portion of the Site. The island is approximately 375 feet long by 105 feet wide (at its widest point) and has several buildings used to store materials and supplies for the Sheboygan Outboard Club, located to the north. The City of Sheboygan owns Boat Island. The island has seasonal docking for boats. There is a polyethylene conduit that was horizontally bored approximately 15 feet below the river bed, between the Sheboygan Outboard Club and Boat Island, containing one or more electrical power lines and a sanitary sewer line to service the island.

The County of Sheboygan includes approximately 514 square miles of area, with agricultural land use being the dominant classification. The population of Sheboygan County is approximately 112,646 people (2000 Census), with the majority of people residing in incorporated areas. The greatest concentrations of people are located in the City of Sheboygan, Sheboygan Falls, Kiel and the Village of Kohler.

The City of Sheboygan encompasses 14.5 square miles. The population base in Sheboygan is 50,792 (2000 Census). The City of Sheboygan has a mixture of agricultural, residential, and industrial land use, with residential use being dominant.

The area surrounding the Site was screened for Environmental Justice (EJ) concerns using Region 5's EJ assist Tool (which applies the interim version of the national EJ strategic Enforcement Assessment Tool (EJSEAT)). Census tracts with a score of 1, 2, or 3 are considered to be high-priority potential EJ areas of concern according to USEPA Region 5. The Site is in a census tract with a score of 5. Therefore, Region 5 does not consider this to be a high-priority potential EJ area of concern. Please refer to the attached EJ analysis for additional information (Attachment 2)

### **3. Site characteristics**

The former MGP is located on property owned by the City of Sheboygan, known as Camp Marina. In the past, Camp Marina was equipped with parking areas, electrical power and potable water for recreational vehicle (RV) use. A docking area was also provided for recreational boat use on the Sheboygan River. After WPSC completed remediation work in the upland portion of the Site, the City of Sheboygan redeveloped both Camp Marina and the adjoining property to the south into a park, a condominium complex, and a river walk.

The upland portion of the Site is now within Riverside Park with landscaped lawn, recreational areas, seating, and sidewalks. The park generally extends from the river on the west to 10th Street/North Water Street on the east, and from the extension of Center Avenue on the south to Wisconsin Avenue on the north. The park footprint includes the former MGP property and abandoned right-of-ways for North Water Street, Center Street, and New York Avenue.

An asphalt parking lot is located on the north side of the park, with access from Wisconsin Avenue. A small building constructed adjacent to this parking lot is shared by the Outboard Club and WPSC. WPSC's use is related to the remediation work in the upland portion of the Site, while the Outboard Club uses it to store equipment. The adjacent parking lot provides access to shoreline boat docks as well as additional docks on Boat Island. North of the park adjacent to the river is the former toy factory building, which has been rehabilitated into multi-tenant housing.

South of the park is a narrow parcel with a condominium unit at the northwest corner of Water Street and Pennsylvania Avenue. The Pennsylvania Avenue Bridge crosses the river just downstream of the park and former MGP. North Commerce Street parallels the river on its west side, with industrial/commercial buildings located between the street and river.

Alternative Programs School, Jefferson School, Longfellow Elementary School, Sheboygan Area District School, Sheridan Elementary School, and Trinity Lutheran School are located within one half mile of the former MGP facility.

#### **4. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant**

A release into the environment of a hazardous substance is present at the Site due to the presence of PAHs in NAPL form being detected in multiple samples. Analytical results from the Site RI document the presence of high levels of hazardous substances in soils and sediment at or near the surface. Additionally, dredging scheduled to take place this summer as part of the implementation of the Sheboygan River and Harbor Superfund Site PCB cleanup might cause migration of the NAPL material if not addressed adequately. NAPL may not be able to be adequately contained or controlled in a typical dredging scenario.

#### **5. NPL status**

The Site is not on the National Priorities List (NPL) and is currently being addressed as a Superfund Alternate Site under an Administrative Order between U.S. EPA and WPSC.

## **6. Maps, pictures and other graphic representations**

The following figures and tables are included as attachments: Figure A-1 Site Location Map; Figure A-2 Historical Site Layout Map; Figure A-3 1987 BBL Sediment Sample Locations; Figure A-4 Site 2008 RI Sediment Sampling Transect Locations; Figure A-5 Focused PAH NAPL Removal Area Showing Cofferdam Location; Table B-1 13 PAH List; Table B-2 Visual Observation of MGP Residuals (PAH NAPL Extent); and Table B-3 PAH Sediment Analytical Results.

### **B. Other Actions to Date**

#### **1. Previous actions**

Beginning in 1987, Blasland, Bouck & Lee Inc. (BBL) conducted sediment sampling for polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), PAHs, and metals as part of the Sheboygan River and Harbor Remedial Investigation. Fifteen samples were collected along the length of the river, with 10 samples being collected above the Pennsylvania Avenue Bridge and 5 samples downstream of the bridge (Figure A-3).

A number of sediment samples were collected near or just downstream of the MGP Site. Three samples had oil or high concentrations of PAHs. One of the samples, sample R-98, was collected near the downstream end of Boat Island and the sediment was described as "oil saturated" from 2 to 6 feet below the sediment surface. Two additional sediment samples, samples R-100 and H-20, were collected immediately downstream of the Pennsylvania Avenue Bridge. Sample R-100 was described as "oil saturated" from 4 to 6 feet below the sediment surface; however, neither sample R-98 nor R-100 were analyzed for PAHs. Sample H-20 was described as "oil saturated" from 4 to 16 feet below the sediment surface and had a total PAH concentration of 70,000  $\mu\text{g}/\text{kg}$  (or 70 mg/kg) in the 2 to 4 foot sediment sample. There was no mention of elevated PAHs downstream of sample location H-20 and no mention of oil saturated sediments was noted for samples R-99 and R-101, collected on the west side of Boat Island, opposite the former MGP (BBL, May 1990).

In 1993, river sediment sampling was performed for the Wisconsin Department of Transportation (WDOT) construction project on the Eighth Street Bridge. The bridge is located approximately 3,000 feet downstream of the MGP Site. PAHs were found in the sediments around the Eighth Street Bridge in concentrations ranging from 5,000 to 97,000  $\mu\text{g}/\text{kg}$  (or 5 to 90 mg/kg) in the top 0 to 2 feet of sediment.

In February 1995, the Wisconsin Department of Natural Resources (WDNR) collected one sediment sample within the river portion of the Site, approximately 20 to 30 feet from the shoreline, close to the downstream end of Boat Island (WDNR, October 1995). This sample contained apparent coal tar and had reported PAH concentrations greater than 3,000,000  $\mu\text{g}/\text{kg}$  (or 3,000 mg/kg).

WPSC performed preliminary sediment investigations in 1995 and 1996. Results are detailed in the Sediment Investigation Report (NRT, November 1998). Sediment sampling focused on identifying the preliminary nature and extent of MGP residuals in river sediments or natural soil (parent material) underlying the Sheboygan River. Sediment/soil samples were collected from as deep as 10.5 feet below the bottom of the river, although in some locations parent materials were encountered beneath the soft sediments, and this material was also sampled. Figure A-4 shows the locations of the sediment samples in the Sheboygan River.

## **2. Current actions**

U. S. EPA and WPSC entered into an Administrative Settlement Agreement and Order on Consent in 2007 that requires WPSC to conduct an RI and Feasibility Study (FS) for the river portion of the Site to address PAH impacts on the Sheboygan River sediments. The RI report was finalized on July 21, 2009. Currently, U.S. EPA, in consultation with WDNR, is reviewing a final draft of the FS report. Additionally, U.S. EPA will be evaluating the cleanup actions implemented in the upland portion of the Site under the State Record of Decision (ROD) for compliance with CERCLA requirements.

### **C. State and Local Authorities' Role**

#### **1. State and local actions to date**

WPSC performed remedial actions in the upland portion of the Site beginning in 2000 through 2001 under a State issued ROD. The remedial action consisted of soil treatment or disposal, a vertical sheet pile wall (waterloo barrier), low permeability geosynthetic cover, and a low flow biosparge groundwater system.

#### **2. Potential for continued State/Local response**

Since 2007, U.S. EPA has taken the lead on CERCLA response activities for the WPSC Camp Marina MGP Site. On January 27, 2007, U.S. EPA entered into an Administrative Settlement Agreement and Order on Consent with WPSC to perform a RI and FS at the Site. During implementation of the required RI and FS in the river portion of the Site and review of the work previously completed on the upland portion of the Site, U.S. EPA intends to continue working in consultation with the WDNR.

### **III. THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES**

The conditions present at the Camp Marina MGP Site present an imminent and substantial threat to the public health, or welfare, and the environment based upon the factors set forth in NCP Section 300.415(b)(2). These factors include, but are not limited to, the following:

**Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants.**

This factor is present at the Site because of the existence of PAH NAPL material within the Site shoreline and near shore sediment. Actual or potential exposure to the NAPL material associated contaminants exists for fish, shellfish, other aquatic biota such as benthic organisms, and wildlife such as piscivorous birds. Actual or potential exposure to aquatic species, although not quantified, may become part of the ecological food chain as wildlife consumes contaminated species. PAH contamination exists as pure tar in the Sheboygan River and along the Site riverbank. Staining has been detected at depths greater than 2 feet in sediment. Although staining does not necessarily indicate higher concentrations, sediment greater than 2 feet in depth may have higher associated chemical concentrations and risk, which may not be reflected by the near-surface sediment chemical concentrations. MGP residuals were visually evident in an area defined upstream by transect T3 and downstream by transect T17, that extends from the eastern river shore out to Boat Island, or to near the center of the river channel below Boat Island. Along a limited length of the western river shore, opposite the former MGP site, MGP residuals extended approximately 40 feet from the shore. The most commonly observed MGP residual was staining, which can be found in both silty and sandy soft sediments. Oil wetted and/or oil coated sediments were also observed in both silty and sandy soft sediments and were commonly found near the base of vibrocore samples collected from near the upland portion of the Site along the shoreline. MGP residuals do not appear to be preferentially associated with any particular grain-size of material or layer within the soft sediment. MGP residuals were not observed in the parent material beneath the soft sediment. MGP residuals were observed in both historic upland samples and river sediment cores, approximately 15 feet below the former shoreline excavation. For this reason, the dredging operations planned to take place this summer as part of the implementation of the Sheboygan River and Harbor Superfund Site PCB cleanup could encounter MGP residuals and cause a further release of these materials. The maximum PAH concentration within the NAPL area was 22,310 ppm which occurred at the base of T6A (6.3 - 7.4 feet). The Great Lakes National Program Office conducted a sampling effort during the summer of 2010 and found the following maximum PAH concentrations with visual observations of NAPL within the NAPL area in the Sheboygan River: sample SD-086 with PAH concentration of 7,690 ppm at the 7 ft-8 ft interval, SD-086 with maximum PAH concentration of 817 ppm at the 1 ft-3.5 ft interval, and SD-079 with maximum PAH concentration of 408 ppm at the 5 ft- 7 ft interval. Contact with the PAH NAPL material could pose a risk to waterfowl that may use, rest, or feed in the area. Other animals may also be exposed if using this water for drinking. Uptake to aquatic species is likely, but not quantified.

**High levels of hazardous substances or pollutants or contaminants in soils at or near the surface that may migrate.**

Analytical results from the Site RI documented the presence of high levels of hazardous substances in soils and sediment at or near the surface. PAHs were detected in



multiple samples in NAPL form. Additionally, dredging scheduled to take place this summer as part of the implementation of the Sheboygan River and Harbor Superfund Site PCB cleanup might cause migration of the NAPL material if not addressed adequately. NAPL may not be able to be adequately contained or controlled in a typical dredging scenario.

**Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released.**

This factor is present at the WPSC Camp Marina MGP Site river portion due to the presence of the PAH NAPL within the river sediment which could migrate or be released as a result of scour during a flood event.

#### **IV. ENDANGERMENT DETERMINATION**

Given the Site conditions, the nature of the known and suspected hazardous substances on Site, and the potential exposure pathways described in Sections II and III above, actual or threatened releases of hazardous substances from this Site, if not addressed by implementing the response actions selected in this Action Memorandum, may present an imminent and substantial endangerment to public health, welfare, or the environment.

#### **V. PROPOSED ACTIONS AND ESTIMATED COSTS**

##### **A. Proposed Actions**

##### **1. Proposed action description:**

The response actions described in this memorandum directly address actual or potential releases of hazardous substances on Site, which may pose an imminent and substantial endangerment to public health, or welfare, or the environment. Removal activities on Site will include:

- a. Develop and implement a Site-specific Health and Safety Plan, including an Air Monitoring Plan, and a Site Emergency Contingency Plan;
- b. Prepare a detailed work plan to accomplish the project in the most effective, efficient and safe manner;
- c. Build sheet pile cofferdam to isolate the area of focused PAH NAPL removal (Figure A-5);
- d. Wet excavate with a backhoe from a barge within the sheet pile cofferdam, then backfill;

- e. Drill shafts followed by insertion of grouted steel piles to support the existing Waterloo wall; and
- f. Excavate NAPL material in and under the shoreline, and reconstruction of the shoreline.
- g. Transport off-site and dispose of all excavated soil and sediment at a RCRA/CERCLA approved disposal facility in accordance with the U.S. EPA off-site rule.

The removal actions will be conducted in a manner not inconsistent with the NCP. The threats posed by uncontrolled substances considered hazardous meet the criteria listed in NCP Section 300.415(b)(2), and the response actions proposed herein are consistent with any long-term remedial actions which may be required. The proposed removal of hazardous substances, pollutants and contaminants that pose a substantial threat of release is expected to minimize substantial requirements for post-removal Site controls.

#### Off-Site Rule

All hazardous substances, pollutants, or contaminants removed off-site pursuant to this removal action for treatment, storage, and disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 C.F.R. § 300.440.

#### **2. Contribution to remedial performance:**

The proposed removal action will contribute to the efficient performance of the long-term remedial action for the river portion of the WPSC Camp Marina MGP Site. A Record of Decision has not yet been written for the river portion of the Site, but would undoubtedly select the same actions for the removal of the NAPL material (e.g., excavation and off-site disposal) proposed in this Action Memo. The proposed time-critical removal action also will contribute to the efficient performance of the long-term remedial action for the Sheboygan River and Harbor Superfund Site by removing PAH NAPL material, that otherwise could be disturbed and released during the PCB dredging scheduled to take place during summer 2011.

The response actions described in this memorandum directly address the actual or threatened release of hazardous substances, pollutants, or contaminants at the Site which may pose an imminent and substantial endangerment to public health or welfare or to the environment. These response actions do not impose a burden on affected property disproportionate to the extent to which that property contributes to the conditions being addressed. The removal actions described in this Action Memo will be implemented by the WPSC Camp Marina MGP Site Responsible Party with oversight by the U. S. EPA.

**3. Engineering Evaluation/Cost Analysis (EE/CA):**

Not Applicable

**4. Applicable or Relevant and Appropriate Requirements (ARARs):**

All applicable or relevant and appropriate requirements (ARARs) of federal and State law will be complied with to the extent practicable. Any State ARARs identified in a timely manner will be complied with to the extent practicable. All hazardous substances, pollutants or contaminants removed off-site pursuant to this removal action for treatment, storage and disposal shall be treated, stored, or disposed at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 C.F.R. § 300.440.

**B. Estimated Costs**

Not available, since this is an Enforcement Action Memorandum.

The response actions described in this memorandum directly address the actual or threatened release of hazardous substances, pollutants, or contaminants at the Site which may pose an imminent and substantial endangerment to public health or welfare or to the environment. These response actions do not impose a burden on affected property disproportionate to the extent to which that property contributes to the conditions being addressed. The removal actions described in this Action Memo will be implemented by the WPSC Camp Marina MGP Site Responsible Party with oversight of the U. S. EPA.

**VI. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN**

Given the Site conditions, the nature of the hazardous substances and pollutants or contaminants documented on Site, and the potential exposure pathways to nearby populations described in Section II, III, IV, and V above, actual or threatened releases of hazardous substances and pollutants or contaminants from this Site, if not addressed by implementing or delaying the response actions selected in this Action Memorandum, may present an imminent and substantial endangerment to public health, welfare, or the environment, increasing the potential that hazardous substances will be released, thereby threatening the environment and the health and welfare of nearby residents and other persons who are in proximity to the Site.

**VII. OUTSTANDING POLICY ISSUES**

None.

**VIII. ENFORCEMENT**

For administrative purposes, information concerning the enforcement strategy for this Site is contained in the Enforcement Confidential Addendum.

**IX. RECOMMENDATION**

This decision document represents the selected removal action for the WPSC Camp Marina MGP Site located in Sheboygan, Sheboygan County, Wisconsin. This document has been developed in accordance with CERCLA, as amended, and is not inconsistent with the NCP. This decision is based on the Administrative Record for the Site (see Attachment I). Conditions at the Site meet the NCP Section 300.415(b)(2) criteria for a removal and I recommend your approval of the proposed removal action. You may indicate your decision by signing below.

APPROVE: Richard C. Ke                      DATE: 6-23-11  
Director, Superfund Division

DISAPPROVE: \_\_\_\_\_ DATE:  
Director, Superfund Division

## Enforcement Addendum

### Figures:

- A-1 Site Location Map
- A-2 Historical Site Layout Map
- A-3 1987 BBL Sediment Sample Locations
- A-4 Site 2008 RI Sediment Sampling Transect Locations
- A-5 Focused PAH NAPL Removal Area Showing Cofferdam Location

### Tables:

- B-1 13 PAH List
- B-2 Visual Observation of MGP Residuals (PAH NAPL Extent)
- B-3 PAH Sediment Analytical Results

### Attachments:

- I. Administrative Record Index
- II. Environmental Justice Analysis

cc: David Chung, U.S. EPA HQ 5202G  
M. Chezik, U.S. Department of Interior, w/o Enf. Addendum  
M. Giesfeldt, WDNR, w/o Enf. Addendum  
R. Chronert, WDNR, w/o Enf. Addendum  
WilliamFitzpatrick, WDNR, w/o Enf. Addendum

bcc: C. Colvin, w/o Enf. Addendum MSF-13J  
J. Dillard, SR-6J  
L. Nachowicz, SE-5J  
J. El-Zein, SE-5J  
M. Ribordy, SE-5J  
M. Johnson, ATSDR-4J, w/o Enf. Addendum  
Susan Pastor, SI-7J, w/o Enf. Addendum  
ERB Reading File (C. Beck) SE-5J  
ERB Delivery Order File (C. Norman), SE-5J  
ERB Site File (M. Bedford) SMR-7J  
Contracting Officer, MCC-10J, w/o Enf. Addendum  
Pablo Valentín, SR-6J  
Richard Nagle, C-14J

**ENFORCEMENT ADDENDUM**

**WPSC CAMP MARINA MGP SITE RIVER OPERABLE UNIT**

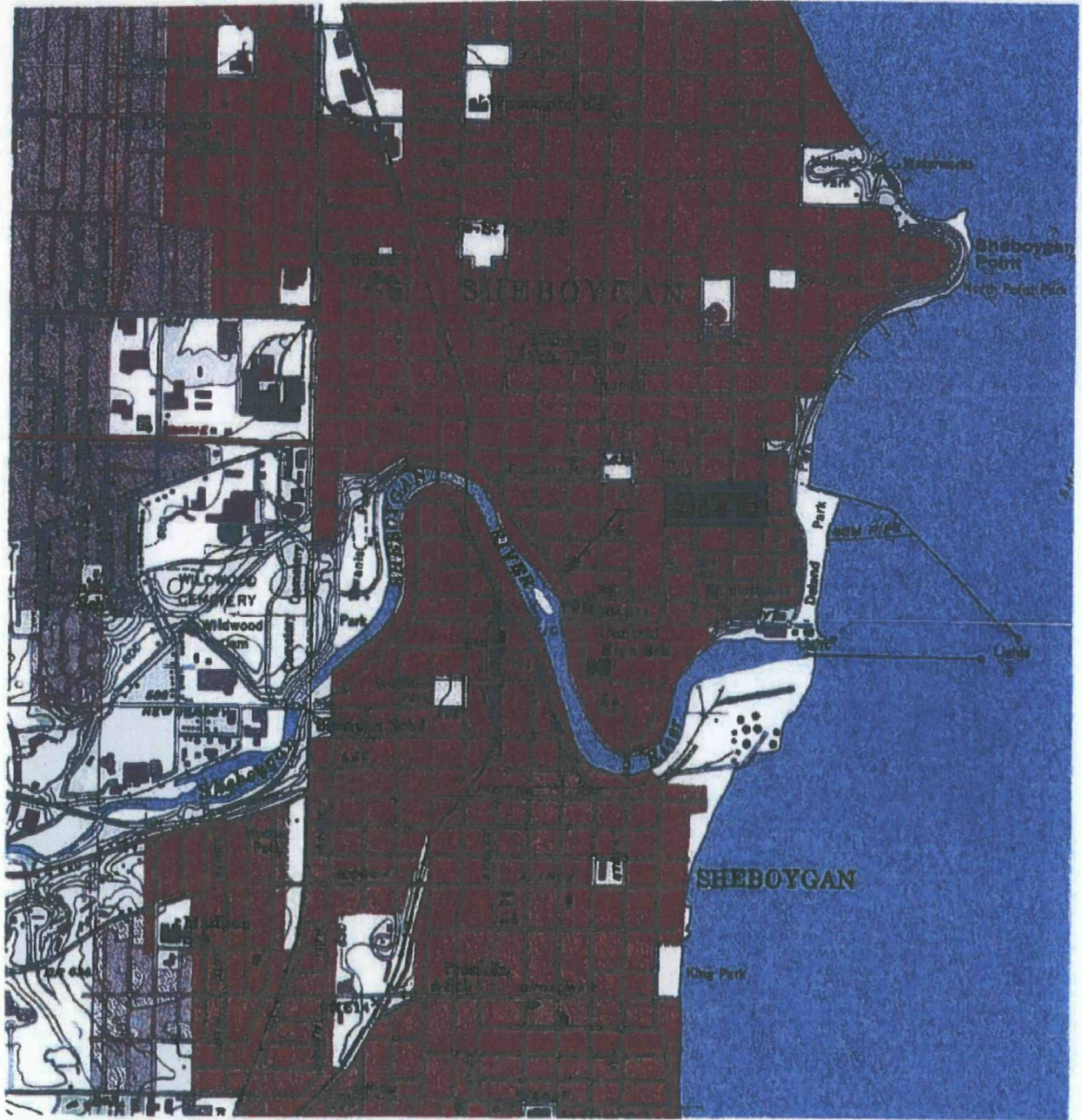
**May 2011**

**ENFORCEMENT CONFIDENTIAL**

**NOT SUBJECT TO DISCOVERY**

The Camp Marina Superfund Alternative Approach Site was a former Wisconsin Public Service Corporation (WPSC) MGP location. In 2006, WPSC came to EPA with a number of MGP locations it wanted to address. WPSC has been investigating the site under an Administrative Order with EPA since 2008. WPSC is finalizing the RI/FS required under that Order.

While the existence of NAPL was known for some time, its threat to be released was not realized until recently. Because the Camp Marina site is within the boundaries of the Sheboygan River and Harbor Superfund site, work to remediate the PCB contamination could impact the NAPL areas and cause releases. EPA approached WPSC about the potential releases and it has indicated that it is willing to do the NAPL work as a removal action to eliminate the potential release of NAPL. We anticipate an Administrative Order being executed in time for the NAPL removal to be started in June 2011.



SOURCE: DIGITAL DOWNLOAD FROM  
<http://STORE.USGS.GOV>.  
 USGS 7.5 MINUTE QUADRANGLE,  
 SHEBOYGAN NORTH AND SOUTH  
 DATED 1954. REVISED 1994.

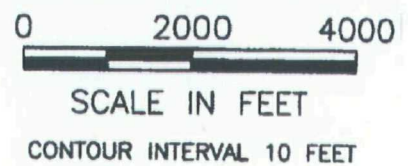


FIGURE A-1 SITE LOCATION MAP



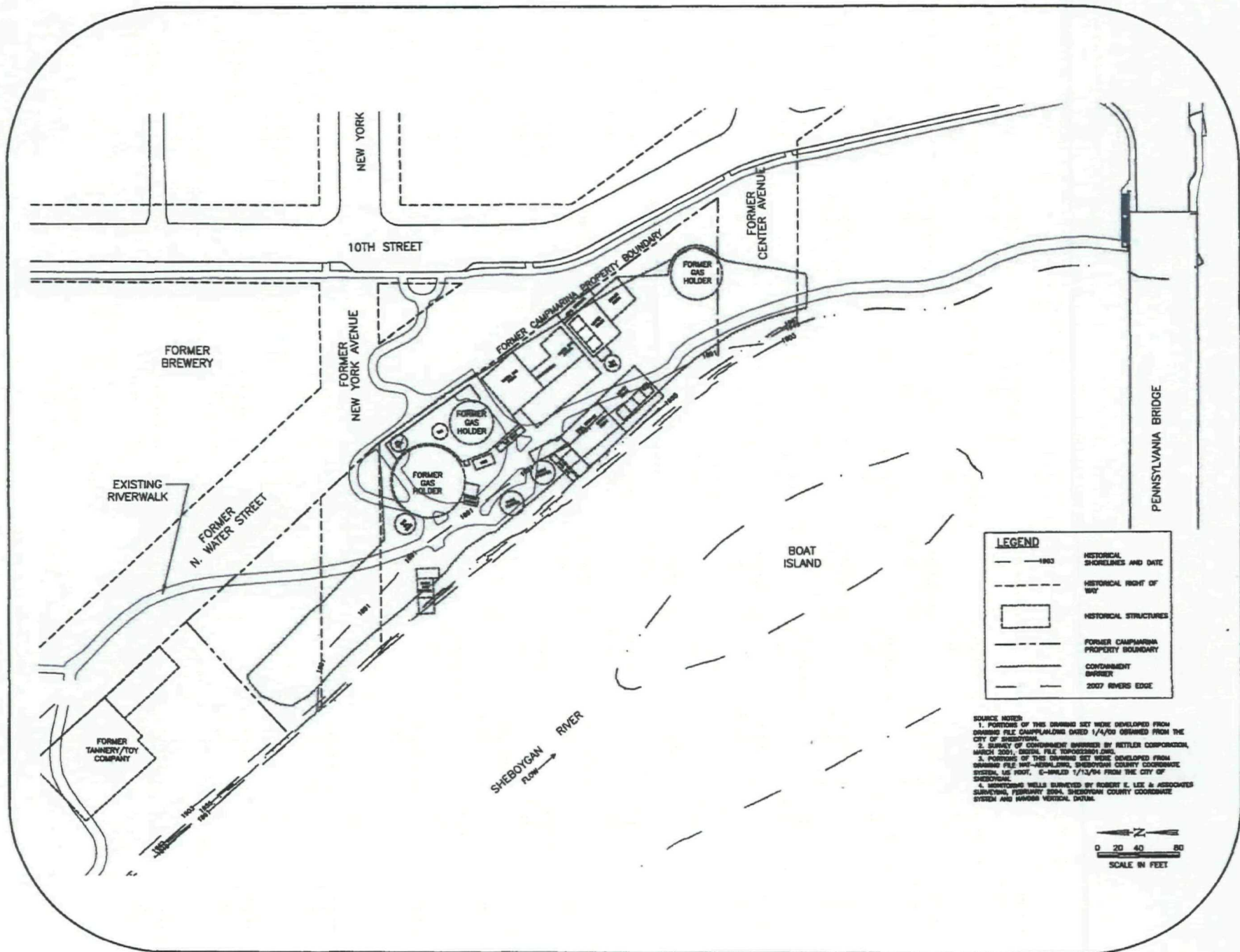


FIGURE A-2 HISTORICAL SITE LAYOUT MAP

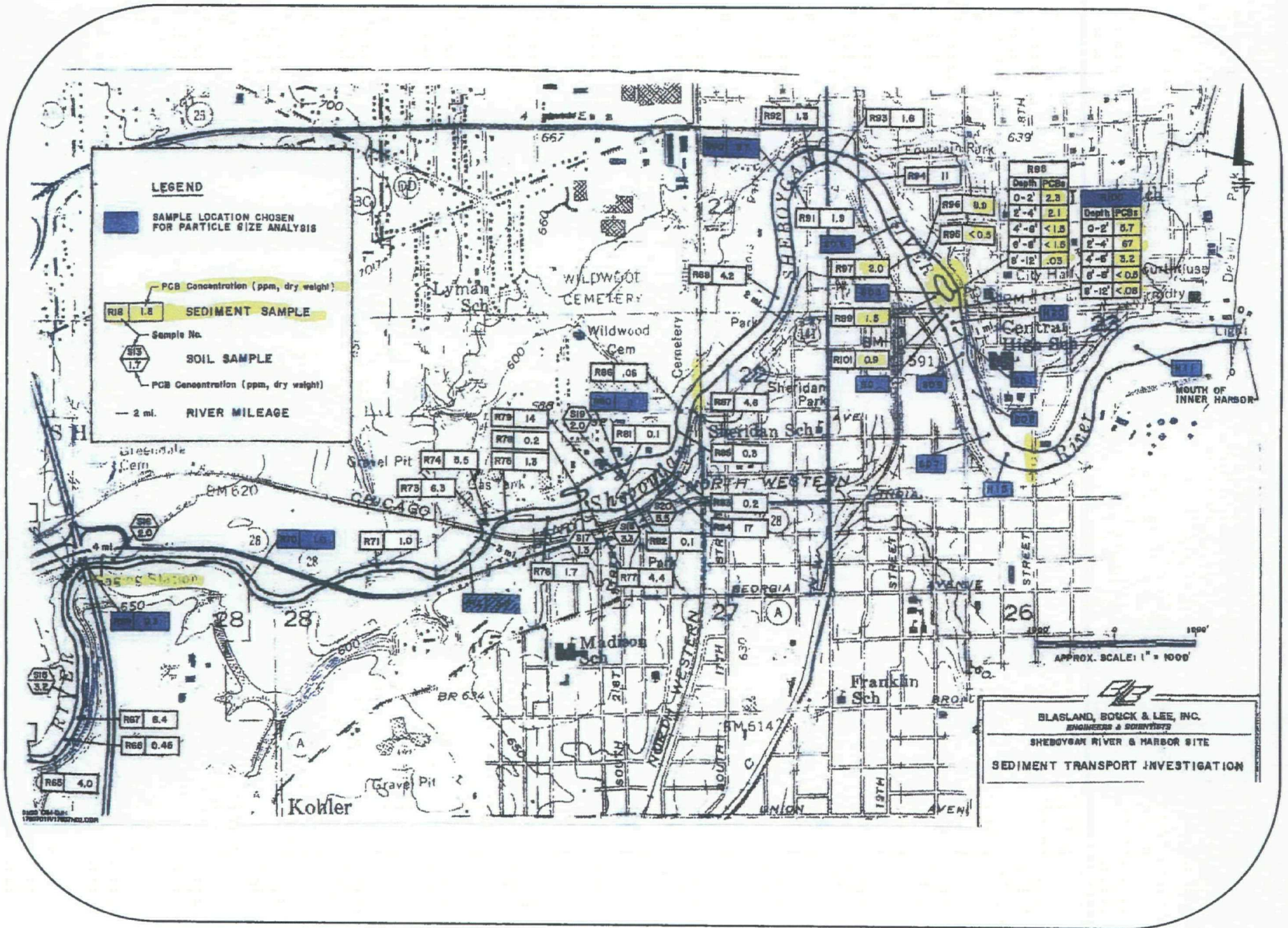


FIGURE A-3 1987 BBL SEDIMENT SAMPLE LOCATIONS



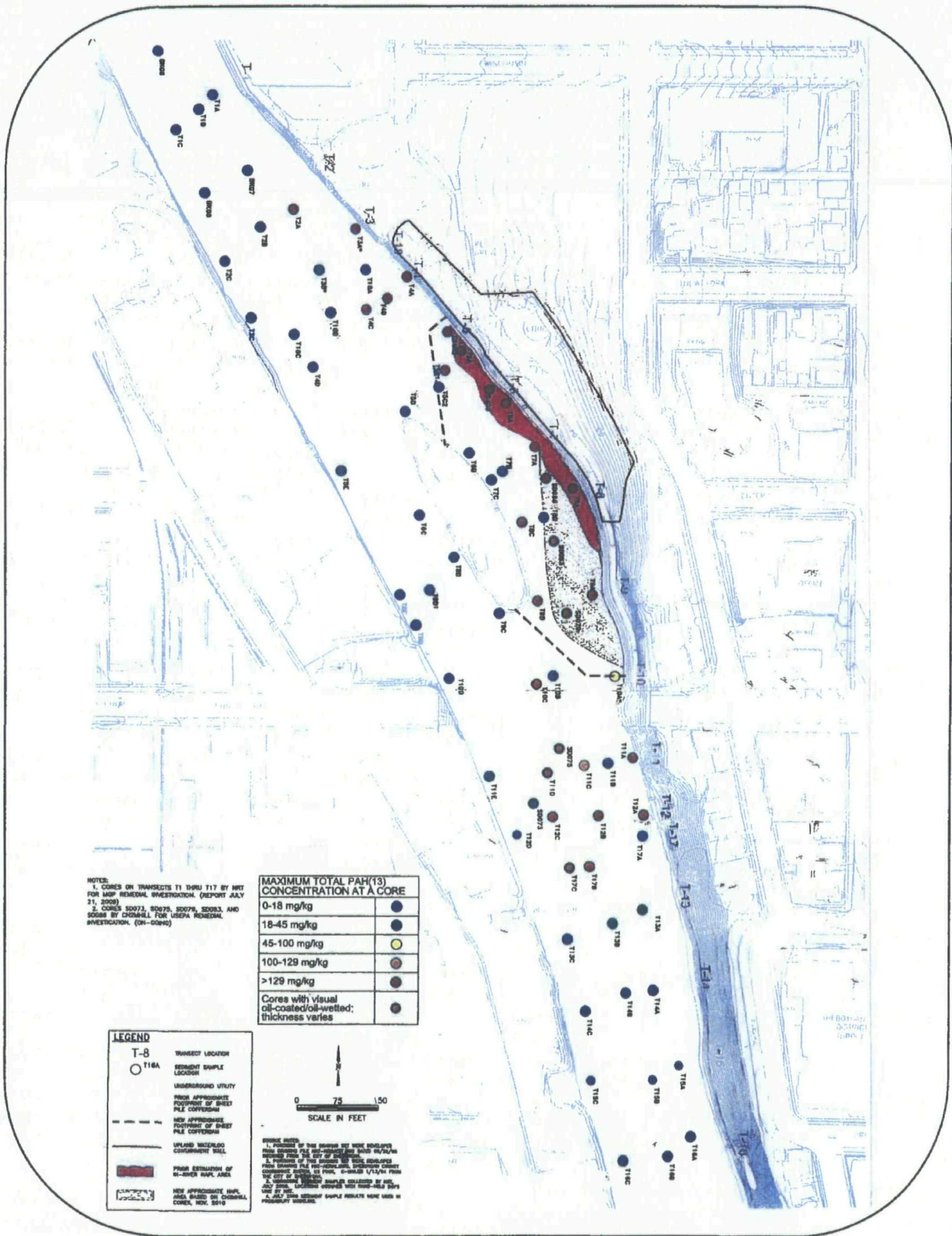


FIGURE A-5 FOCUSED PAH NAPL REMOVAL AREA SHOWING COFFERDAM LOCATION

TABLE B-1 13 PAH List

Acenaphtene
Acenaphthylene
Anthracene
Benzo(a)anthracene
Benzo(b)fluoranthene
Benzo(k)floranthene
Benzo(a)pyrene
Chrysene
Fluoranthene
Fluorene
Naphthalene
Phenanthrene
Pyrene

Table B-2 VISUAL OBSERVATION OF MGP RESIDUALS (PAH NAPL EXTENT)

Location of Sample	Top Elevation of Core (NAVD 88)	Core Compaction Correction <sup>1</sup>	Corrected top of Impacts in core <sup>2</sup> (feet)	Corrected Bottom of Impacts in core <sup>2</sup> (feet)	Thickness of Impacts (feet)	Bottom Elevation of Impacts (NAVD 88)	Residual Observed	Sediment Type
T10C	575.4	1.08	1.0	2.2	1.2	573.2	Staining	Fine
			2.9	3.0	0.1	572.4	Staining	Coarse
T11A	574.8	1.09	4.2	5.1	0.9	569.5	Staining	Fine
			1.4	2.4	1.0	570.7	Staining	Fine
T11D	573.1	1.39	2.4	3.1	0.8	570.1	Oil Coating	Coarse
			3.0	5.2	2.2	567.9	Staining	Fine
			5.2	5.9	0.7	567.2	Oil Coating	Coarse
T12B	572.6	1.11	3.2	3.3	0.2	569.3	Sheen	Fine
			0.0	2.4	2.4	570.7	Staining	Fine
T12C	573.1	1.09	2.4	3.1	0.7	570.1	Staining	Coarse
			3.1	4.1	1.0	569.0	Staining	Fine
			4.1	4.6	0.5	568.5	Staining	Coarse
			4.8	5.1	0.5	568.0	Staining	Fine
			5.1	5.8	0.7	567.3	Staining	Coarse
			5.8	6.6	0.8	566.6	Staining	Fine
T17B	572.8	1.04	2.3	2.8	0.5	570.2	Staining	Fine
T17C	573.1	1.07	0.4	0.5	0.1	566.6	Oil Coating	Coarse
T3A	575.4	1.23	0.0	7.9	7.9	567.5	Staining	Fine
T4A	576.4	1.11	3.0	7.8	4.8	568.5	Staining	Fine
			8.9	7.3	-1.6	569.1	Staining	Fine
T4B	574.8	-	3.6	4.0	0.4	570.8	Staining	Fine
			6.5	6.7	0.2	568.2	Staining	Fine
T4C	574.8	1.09	3.2	3.4	0.2	571.5	Staining	Fine
			5.8	6.7	1.1	568.1	Staining	Fine
T5A	575.6	1.32	1.8	7.1	5.3	568.5	Sheen	Fine
			4.8	4.8	0.2	570.7	Oil Coating	Fine
T5B1	575.2	1.62	7.1	7.8	0.7	567.8	Oil Coating	Coarse
			2.4	4.3	1.9	570.9	Staining	Fine
			5.2	6.9	1.7	568.3	Staining	Fine
T6A	574.1	1.14	2.0	7.4	5.4	566.7	Staining	Fine
			5.4	6.4	0.1	566.7	Oil Wetted	Fine
			6.5	6.8	0.4	567.3	Oil Wetted	Coarse
			6.8	7.4	0.6	566.7	Oil Wetted	Fine
T8A	574.4	1.08	1.9	5.8	4.0	568.5	Staining	Fine
			2.7	2.8	0.1	571.8	Oil Coating	Fine
			3.3	3.6	0.3	571.0	Oil Coating	Fine
			4.5	4.8	0.3	568.6	Oil Coating	Fine
T8C	574.7	1.09	4.8	5.8	1.0	568.5	Oil Wetted	Fine
			2.4	2.5	0.1	572.2	Staining	Fine
T8E	572.6	1.29	4.5	5.2	0.7	569.5	Staining	Fine
			6.8	6.9	0.1	567.8	Staining	Fine
			1.7	1.5	-0.1	571.1	Staining	Coarse
T9A	570.6	-	0.8	0.8	0.3	569.8	Staining	Fine
			1.4	1.5	0.1	569.1	Staining	Coarse
			2.6	2.7	0.1	569.0	Staining	Coarse
			3.2	3.4	0.3	567.2	Staining	Fine
T9B	578.7	1.08	1.6	3.7	2.1	573.0	Staining	Coarse
			4.0	4.1	0.1	571.3	Staining	Fine
TB402	575.4	1.14	5.9	6.5	0.6	568.9	Staining	Fine
			0.0	8.8	8.8	565.0	Staining	Fine
TB403	573.7	1.08	4.5	4.8	0.2	569.0	Oil Wetted	Fine
			7.7	7.6	-0.2	565.9	Oil Wetted	Coarse
			8.2	8.4	0.2	565.4	Oil Wetted	Coarse
TB403P	574.6	-	8.3	10.3	2.0	564.3	Staining	Fine

Notes:

- 1: Core compaction correction was calculated in Table A.
  - 2: For fine-grained cores, the core correction factor was applied to the top and bottom depth of core impacts as described on the boring logs.
  - 3: Refer to SOP 548-05-02, Attachment E for definition of residuals observed.
  - 4: Elevations are North American Vertical Datum 1988 (NAVD88).
  - 5: Refer to Appendix F for boring logs.
  - 6: Boring logs (T14B, T16B, T4D, T6C2, and T7B) that identified possible staining with total PAH concentrations at or below 14 mg/kg were not included in this summary table.
- \* Staining was present in all (test sediment) that overlies clay parent material

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIND00510958 BRRTS#: 026000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(e)pyrene	Benzo(a)pyrene	Chrysene	Dibenz(a,h)anthracene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			306	305	67.3	103	180	788	882	791	180	33	423	77.4	699	176	204	195	
BKG03	0 - 0.5'	7/22/2008	183.1	< 2.1 U	< 2.2 U	14	< 3.3 U	13	16	13	< 3.8 UJC	13	< 2.6 U	52	< 2.1 U	13	< 1.7 U	14 JC	63
BKG06	0 - 0.5'	7/22/2008	2088.2	13	< 2.4 U	85	180	200	180	120	180 JC	210	28	430	13	200	< 2 U	200	240
	0.5 - 2'	7/22/2008	12456	280	85	850	880	920	740	550	710 JC	930	180	2600	178	830	130	2300	2200
BKG07	0 - 0.5'	7/22/2008	2211.7	19	< 2 U	35	200	430 JC	200	450	150	260	210	280	16	240 JC	< 2.4 U	170	370
	0.5 - 1.5'	7/22/2008	2283.1	22	17	28	180	180	180	140	150	230	48	620	20	180 JC	< 2.2 U	200	500
	1.5 - 2.5'	7/22/2008	1291.7	< 6.3 U	< 3.7 U	26	110	98 JC	110	100	100	180	61	240	< 3.5 U	100 JC	< 2.9 U	120	230
BKG08	0 - 0.5'	7/21/2008	2493	41	46	85	200	170 JC	180	170	170	250	49 JC	680 JC	83	180 JC	48	280 JC	440 JC
	0.5 - 2'	7/21/2008	11868	78	180	430	1800 J	970 J.C	740 J	580 J	850 J	1100 J	180 J.C	2400 J	160	630 J.C	150	880 JC	2600 J
QC01 (71340)	3.2 - 4.5'	7/21/2008	-	2800	970	8200	6800	2800 JC	2000	1800	2400	4100	370 JC	8800 JC	2700	1800 JC	280	18000 JC	10000 JC
QC02 (71342)	1.7 - 2.5'	7/22/2008	-	< 5.7 U	26	45	180	180 JC	210	150	150	280	48 JC	440	< 2.7 U	170 JC	< 3.1 U	170 JC	280
QC03 (71348)	0.5 - 1.5'	7/22/2008	-	880	130	1800	1800	1200 JC	230	540	780	1800	160 JC	8800	870	740 JC	88	9000	7400
QC04 (71142)	6.5 - 1.8'	7/23/2008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
QC05 (71349)	1.7 - 2.5'	7/24/2008	-	230	28	78 JC	170	130	180	180 JC	170	280	28 JC	400	116 JC	170	45	280 JC	370
QC06 (71350)	8.1 - 7.2'	7/24/2008	-	310	88	180	280	270	210	180 JC	210	200	71 JC	870	178	290 JC	160	840	880
QC07 (71344)	0.5 - 1.8'	7/24/2008	-	< 12 U	< 8 U	82	100	170 JC	180	200 JC	130	200	< 6.2 UJC	380	75	170 JC	< 6.4 U	280	370
QC08 (71347)	2.4 - 4.1'	7/25/2008	-	88000	7000	120000	68000	28000	18000	14000	28000	48000	3800 JC	30000	77000	10000 JC	68000	27000	128000
QC09 (71343)	1.8 - 2.7'	7/25/2008	-	88000	23000	82000	21000 JC	14000 JC	83000	18000 JC	88000	20000	22000	48000 JC	17000 JC	8700 JC	20000	120000 JC	61000
QC10 (71341)	0.5 - 1.8'	7/25/2008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
QC11 (71345)	0.5 - 1.7'	7/28/2008	-	86	120	140	850 JC	870	710 JC	620	480	850	120	380	76	670 JC	84	830	870
QC12 (71346)	0.6 - 1.7'	7/28/2008	-	3200	1100	3200	4200	4100 JC	2800	2800	2200	4300	880 JC	11000	2300	2100 JC	2400	18000	12000
QC13 (71349)	1.7 - 2.5'	7/29/2008	-	20	15 J	40	130	180	180	110	110 JC	170	31	300	28	150	18	160	240 JC
QC14 (71348)	1.5 - 2.5'	7/29/2008	-	270	140	410	810	810	630	410	610 JC	880	130	1800	230	630	170	1080	1300 JC

# Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058

BRRTS# : 0260000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(a)pyrene	Benzo(e)pyrene	Benzo(a,h)anthracene	Benzo(i)perylene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene
<b>Sediment Screening Benchmarks</b>																					
<b>Benchmarks</b>			306	385	57.2	108	150	788	882	791	188	33	429	77.4	890	178	204	195			
QC16 PT140	2.8 - 3.2'	7/29/2008	-	< 11 U	< 7.8 U	81	188	188 JC	210	180	180 JC	280	< 8.8 UJC	800	< 7.1 U	170	45	260	280		
QC18 PT140	3.8 - 4.7'	7/29/2008	-	520	29 JC	230	130	100 JC	130 JC	83	80 JC	130	27 JC	420 JC	280 JC	80 JC	51 JC	870 JC	430 JC		
QC17 PT140	0.8 - 1.7'	7/30/2008	-	82	170	180	650	480 JC	700	480	380 JC	850	120 JC	820	110	860	210	810	630		
QC18 PT140	17.2 - 19.2'	8/4/2008	-	18	< 2.0 U	18	22	< 3.8 U	< 3.1 U	19 U8	< 4.8 U	24	< 3 U	25	14	< 4.2 U	74	67	22		
QC18 PT140	18.8 - 12.8'	8/5/2008	-	8200	820	8000	2500	2400	1800	1000 JC	1800	2500	280	6300	8400	1200	7700	14000	8500		
QC20 PT140	11 - 13'	8/5/2008	-	44	< 2.6 U	35	81	71 JC	88 JC	54	83	100	< 3 U	100	28	58	68	180	180		
QC21 PT140	0.7 - 2'	7/28/2008	-	57	< 8.4 U	120 JC	220	280 JC	280	180	160	280	68 JC	520	65	200 JC	40	280	580		
T01A	0 - 0.5'	7/21/2008	6088	210	88	280	840	870 JC	630	490	500	880	180	1500	240	510 JC	520	880	1280		
	0.5 - 1.5'	7/21/2008	3173.95	75	< 2.3 U	110	810	880 JC	180	180	180	280	83	830	58	170 JC	< 1.8 U	540	920		
T01B	0 - 0.5'	7/21/2008	100.8	< 3.1 U	< 2.2 U	< 2.8 U	12	14 JC	18	18	15	19	< 2.8 U	60	< 2 U	15 JC	< 1.7 U	21	38		
	0.5 - 1'	7/21/2008	10888.15	54	< 2.4 U	180	780	880 JC	1800	850	970	1100	180	2800	82	820 JC	< 1.9 U	1800	8200		
T01C	0 - 0.5'	7/21/2008	2250	18	15	51	230	110	180	170	180	280	88	880	21	210 JC	37	230	630		
	0.5 - 1'	7/21/2008	81.2	< 3.8 U	< 2.8 U	< 3.4 U	< 3.8 U	< 3.8 UJC	< 3.1 U	< 3.5 U	< 4.5 U	< 3.1 U	< 3 U	24	< 2.5 U	< 4.2 UJC	< 2.1 U	< 1.8 U	< 1.8 U	30	
T02A	0 - 0.5'	7/21/2008	2244.8	75	< 1.2 U	170	180	120 JC	110	80	110	160	< 14 UJC	410	68	88 JC	< 8.8 U	460 JC	280		
	0.5 - 1.5'	7/21/2008	3028.5	180	< 1.4 U	120	280	180 JC	170	130	180	240	< 18 UJC	870	78	120 JC	< 11 U	380 JC	880		
	1.5 - 3.2'	7/21/2008	111980	15000	2000	14000	12000	18000 JC	1300	8000	13000	18000	1800 JC	13000 JC	18000	2100 JC	730	11000 JC	6200 JC		
	3.2 - 4.5'	7/21/2008	73810	3300	1180	7180	8800	4800 JC	2700	2800	2700	8200	2800 JC	10800 JC	1300	2800 JC	410	18000 JC	12000 JC		
	4.5 - 8.8'	7/21/2008	408.65	28 8	< 2.6 U8	27 8	38 8	28 JC,8	17 8	18 8	28 8	38 8	< 3 UJC,8	88 8	< 2.6 U8	10 JC,8	14 8	88 JC,8	71 8		
T02B	0 - 0.8'	7/22/2008	2888	27	25	82	270	280	280	280	250 JC	218	88	810	37	300	39	280	840		
	0.8 - 2.3'	7/22/2008	248.6	< 5.1 U	< 3.8 U	< 4.8 U	25	32	30	27	< 8.2 UJC	18	21	57	< 3.4 U	33	< 2.8 U	18	58		
	2.3 - 3.0'	7/22/2008	17.45	< 8.3 U	< 2.7 U	< 2.8 U	< 3.4 U	< 3.3 U	< 2.7 U	< 3 U	< 3.8 UJC	< 2.7 U	< 2.8 U	< 2.8 U	< 2.1 U	< 3.8 U	< 1.8 U	< 1.8 U	< 2.2 U		
T02C	0 - 0.5'	7/21/2008	10363	87	180	820	1100	1200 JC	720	650	670	1200	280	1800	120	700 JC	38	1100	2000		
	0.5 - 1.5'	7/21/2008	4517	62	50	120	380	480 JC	430	330	270	830	310	850	55	800 JC	81	840	780		
	1.5 - 2.5'	7/21/2008	8873	98	80	180	880	880 JC	520	400	380	970	160	1300	55	480 JC	51	880	1200		
	2.5 - 3.5'	7/21/2008	2765	23	30	50	240	280 JC	230	230	190	240	78	880	21	280 JC	31	280	680		
	3.5 - 4.5'	7/21/2008	1318.95	< 4.1 U	19	41	180	130 JC	83	78	87	140	16 JC	280 JC	< 2.7 U	94 JC	< 2.3 U	170 JC	240 JC		
	4.5 - 5.5'	7/21/2008	420	< 80 U	< 68 U	< 72 U	< 83 U	< 80 UJC	< 88 U	< 78 U	< 87 U	< 88 U	< 84 UJC	< 89 U	< 82 U	< 88 UJC	< 84 U	< 30 UJC	< 83 U		



Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510058 BARTS#: 0250000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(e)pyrene	Benzo(a)pyrene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indene (1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			300	265	67.2	100	150	700	842	701	166	33	423	77.4	600	176	204	100	
T03A	0 - 0.5'	7/23/2008	3300	30	60	100	200	320	370	290 JC	210	230	84 JC	800	50	320 JC	60	240	200
	0.5 - 1.5'	7/23/2008	10700	1700	250	710	1100	1100	870	690 JC	870	1200	210 JC	1600	710	860 JC	400	2800	2200
	1.5 - 3.1'	7/23/2008	79150	12000	450	1400	2000	2600	1900	1100 JC	1700	2700	200 JC	6000	1800 JC	1600 JC	10000	12000 JC	6000
	3.1 - 4.3'	7/23/2008	220400	24000	1000	2000	10000	6000 JC	8100	2200	8000 JC	6400	370 JC	20000	17000	2700 JC	7000	60000	27000
	4.3 - 5.5'	7/23/2008	120240	20000	1000	2000	8000	7000 JC	9000	2000	4000 JC	6000	800 JC	20000	1000	1800 JC	400	6000	20000
	5.5 - 6.5'	7/23/2008	101200	8100	200	6000	7000	8000	2000 JC	3100	6000	8000	800 JC	17000	1800 JC	1700 JC	770	18000 JC	22000
	6.5 - 7.5'	7/23/2008	200000	17000	1100	20000	12000	13000	6000 JC	7200	7000	18000	2000 JC	20000	8000 JC	7000 JC	4700	61000	28000
T03B	0 - 0.5'	7/23/2008	30100	430	22	1000	1100	2000 JC	2000	2200	1100	1000	800 JC	1000	600	2200	37	5000	6300
	0.5 - 1.5'	7/23/2008	12300	400	110	1400	900	900 JC	430	200	100	70 JC	1000	1000	400	330 JC	34	2000 JC	2000
	1.5 - 2.3'	7/23/2008	32000	1000	200	2000	2000 JC	2100 JC	1200	1000	1200 JC	1400 JC	200 JC	2000	1000	1200	140	6000	6100
T03C	0 - 0.5'	7/23/2008	16070	130	270	640	1000	1000 JC	800	800	1000	1000	100 JC	2000	230	600 JC	110	1200 JC	2400
	0.5 - 1.5'	7/23/2008	17452	370	100	730	600 JC	700 JC	600	400	600 JC	670 JC	170 JC	4000	200	640	62	1700 JC	6000
	1.5 - 2.5'	7/23/2008	4815	160	65	200	470 JC	600 JC	340	200	300 JC	440 JC	80 JC	600	81	350	70	600 JC	610
	2.5 - 3.5'	7/23/2008	43445	21	< 2.5 U	17	44 JC	32 JC	34	25	21 JC	47 JC	13 JC	76	< 2.4 U	25	< 2 U	30 JC	110
	3.5 - 4.4'	7/23/2008	112885	< 3.3 U	11.8	48	120 JC	120 JC	80	70	110 JC	120 JC	23 JC	250	< 3.2 U	110	< 1.8 U	70 JC	200
T04A	0 - 0.5'	7/23/2008	6918	100	140	100	600	110 JC	600	400	600	600	120 JC	1000	60	610 JC	60	640	1000
	0.5 - 1.7'	7/23/2008	100200	2700	1200	6000	7100	8700 JC	8100	6000	2000	7100	1100 JC	17000	2700	6400	2000	21000	17000
	1.7 - 2.5'	7/23/2008	150700	4000	2000	6000	8000	8700 JC	8400	6000	2000 JC	11000	1600 JC	21000	3400	6000	2000	21000	20000
	2.5 - 3.5'	7/23/2008	203900	20000 JC	1800 JC	20000	20000	20000	20000 JC	20000	20000	20000	20000 JC	20000	20000 JC	20000 JC	10000 JC	60000	20000
	3.5 - 5.0'	7/23/2008	678300	100000	6000 JC	67000	20000	10000 JC	11000	7000	20000 JC	20000	20000 JC	60000	60000 JC	20000 JC	200000 JC	200000	60000
	5 - 6.1'	7/23/2008	383000	80000	1000	27000	10000	6000	6000	27000 JC	6000	6000	670 JC	20000	20000	17000 JC	100000	60000	20000
	6.1 - 7.2'	7/23/2008	4731000	600000	24000	210000	200000	140000	81000	64000	60000	100000	20000 JC	400000	200000	72000	1000000	600000	600000
	7.2 - 8.3'	7/23/2008	240400	11000	8000	20000	11000	6000 JC	4000	2000	6000	10000	1100 JC	20000	16000	6000 JC	20000	60000	20000
	8.3 - 9.5'	7/23/2008	33000	4000	800	1000	6000	2100 JC	2000	1000	2000	6000	600 JC	8000	2400	6000 JC	1100	2100	12000
T04B	0 - 0.5'	7/23/2008	3358	220	25	220 JC	240	240	220 JC	100	160	240	41	500	100	100 JC	61	720	600
	0.5 - 1.5'	7/23/2008	2001.4	67	< 6.8 U	160	200 JC	220	200 JC	140	170	270	< 7.0 U	610	80	100 JC	66	600	470
	1.5 - 2.5'	7/23/2008	30870	1000	220	2000	2100 JC	1400	1100 JC	710	800	800	220	2000	1000	640 JC	100	6000	6000
	2.5 - 3.5'	7/23/2008	27000	2000	100	2000	1400 JC	1100	600 JC	740	700	1400	170	2000	1700	700 JC	200	6000	2400
	3.5 - 4.5'	7/23/2008	44720	7000	300	2700	2000 JC	6000	1600 JC	1000	1400	2000	200	6000	2000	1200 JC	600	10000	6000
	4.5 - 5.5'	7/23/2008	12057	1000	77	1000	600 JC	600	310 JC	200	300	670	80	1600	600	310 JC	150	3100	1700
	5.5 - 6.5'	7/23/2008	37000	2000	200	6000	2200 JC	1700	1100 JC	670	1100	2200	100	4000	2200	600 JC	630	6000	6000
	6.5 - 7.5'	7/23/2008	1030000	120000	12000	100000 JC	67000 JC	61000 JC	20000	60000	60000	60000	10000	210000	67000	20000 JC	11000	600000	200000

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1645 Wisconsin Public Service Corp., WPSC-CampMerina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510058 BRRTS#: 026000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(a,h)anthracene	Benzo(a,i)perylene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene	
<b>Sediment Screening Benchmarks</b>																				
<b>Benchmark</b>			200	366	67.2	108	180	788	882	781	106	33	423	77.4	888	178	204	185		
<b>T04BP</b>																				
	7.5 - 9'	8/5/2008	1244.2	150	< 2.4 U	87	94	45 JC	28 JC	25	30	50	< 2.8 U	140	34	24	84	232	180	
	9 - 11'	8/5/2008	17780	610		240	520	1850 JC	1590 JC	180 JC	710	890	1820	170	1850	590	830	180	1800	6100
	11 - 13'	8/5/2008	418.25	21	< 2.5 U	21	32	24 JC	18 JC	24	18	30	< 2.8 U	61	13	15	40	78	88	
	13 - 15'	8/5/2008	88.83	< 3.6 U	< 2.5 U	< 3.2 U	13	< 3.8 UJC	< 3 UJC	14	< 4.4 U	< 3 U	< 2.8 U	< 3.1 U	< 2.4 U	< 4 U	33	28	< 2.5 U	
	15 - 17'	8/5/2008	675.2	30	< 2.4 U	44	43	35 JC	32 JC	30	54	< 2.8 UJC	110	25	20 JC	29	140	97		
	17 - 19'	8/5/2008	2614	68		27	230	180	140 JC	120 JC	87	110	210	18	400	85	84	44	880	430
	19 - 20'	8/5/2008	1772	110		17	130	110	80 JC	80 JC	63	77	110	54	280	80	70	28	680	280
<b>T04C</b>																				
	0 - 0.5'	7/25/2008	1031.15	28	< 2.4 U	32	110	83	83	58 JC	100	220	18 JC	130	18	82 JC	< 1.9 U	67	120	
	0.5 - 1.0'	7/25/2008	1190	49		22	84	81	68	82 JC	55	84	18	180	38	47	16	240	180	
	1.0 - 2.0'	7/25/2008	13300	1800		110	1100	110	430	350 JC	240	300	80	81	1400	780	280	100	4700 JC	1800
	2.0 - 3.0'	7/25/2008	8830	8700 JC	830 JC	890	890	890	890	890	890	890	890	890	890	890	890	890	890	890
	3.0 - 4.0'	7/25/2008	8058	710		48	530	210	230	180	130 JC	180	210	71	280	280	200 JC	160	1400	870
	4.0 - 6'	7/25/2008	22890	12000 JC	2500 JC	20000	15000	18000	8900 JC	6900	6300	14000	1300	28000	12000	6000	2000	87000 JC	28000	
	6 - 7.1'	7/25/2008	23410	2800		280	2300	1100	680 JC	820	780	1800	180	2800	1300	680	130	6000 JC	2500	
	7.1 - 8.2'	7/25/2008	1647	140		18	88	120	110	71	68 JC	77	130	17 JC	380	62	78 JC	18	200	680
<b>T04D</b>																				
	0 - 0.5'	7/29/2008	2837.6	38 JC	< 7.2 U	180	280	260 JC	300	170	220 JC	280	88 JC	880	48	270	< 6.8 U	230	630	
	0.5 - 1.4'	7/29/2008	26.8	< 3.2 U	< 2.3 U	< 2.8 U	< 3.3 U	< 3.2 UJC	< 2.7 U	< 3 U	< 3.8 U	< 2.7 U	< 2.5 U	11 JC	< 2.1 U	< 3.5 UJC	< 1.8 U	< 1.8 U	11 JC	
<b>T05A</b>																				
	0 - 0.7'	7/23/2008	6771	84		180	180	760	870	810	880 JC	810	840	170 JC	1400	77	880 JC	110	620	1380
	0.7 - 2'	7/23/2008	25319	880		240	1800	1180	870	1900	880 JC	1800	1800	280 JC	8800	880	1180 JC	880	17000 JC	8800
	2 - 3.3'	7/23/2008	30140	4100		440	1100	1800	1800	1380	1480 JC	1480	1800	300 JC	4800	1880	1480 JC	1700	8880 JC	3700
	3.3 - 4.8'	7/23/2008	188300	28000		11800	180000 JC	84000 JC	28800 JC	38000	28800 JC	28800	88000	88000	180000	180000	28000 JC	88000	280000 JC	148000
	4.8 - 5.9'	7/23/2008	2441000	280000		18000	180000 JC	84000	88000	24000	24800 JC	48000	87000	78000	128000	128000	28000 JC	880000	350000 JC	180000
	5.9 - 7.3'	7/23/2008	1242000	170000		8800	88000 JC	28000 JC	28000 JC	18000	12800 JC	18800	27000	28000	74000	72000	18000 JC	370000	240000 JC	88000
	7.3 - 7.8'	7/23/2008	262800	28000		2100	24000 JC	11800 JC	8800 JC	4800 JC	2800	38000	1800 JC	28000	19000	3800 JC	28000	88000 JC	24000	
<b>T05B1</b>																				
	0 - 0.8'	7/26/2008	22833	880 JC		27	780 JC	2800 JC	2300	2180 JC	1780 JC	2480	2480	8700	310 JC	8800 JC	88	2100	2800	
	0.8 - 2.4'	7/26/2008	4235	880		72	180	280	320	250	240	270	380	880	280	250 JC	73	620	880	
	2.4 - 4.1'	7/25/2008	3338000	280000		22000	270000	118000	118000	82000	48000	78000	160000	170000	280000	880000 JC	180000	880000	880000	
	4.1 - 5.7'	7/25/2008	105170	12800		870	11800	8800	2800	1700	1300	2800	4100	8800	1800 JC	7800	28000	18000	17000	
	5.7 - 8.9'	7/25/2008	884300	88000		4800	24000	21000	14000	12000	12000	20800	14800	28800	74000	88000	18000 JC	208000	170000	
<b>T05B2</b>																				
	7.2 - 8.2'	8/4/2008	13120	2200		80	880	870	440	320	280 UB	380	780	67	2000	520	310	280	2300	2380
	8.2 - 11.2'	8/4/2008	25488	2800		410	3800	3800	3800 JC	2300	1900	1800	1700	630	8800	880	1200	280	3300	1400
	11.2 - 15.2'	8/4/2008	7013	880		32	880	880	410	280	270 UB	280	620	81	810	380	280	280	1800	840
	15.2 - 17.2'	8/4/2008	88.7	< 3.4 U		< 2.4 U	< 3.1 U	< 3.8 U	< 3.4 U	< 2.8 U	< 3.2 U	< 4.2 U	< 3.8 U	< 2.7 U	< 3 U	< 2.3 U	< 3.8 U	13	27	< 2.4 U
	17.2 - 18.2'	8/4/2008	287	28		< 2.8 U	13	< 3.8 U	< 3.7 U	< 3.1 U	18 UB	< 4.5 U	18	< 2.9 U	28	< 2.4 U	< 4.1 U	62	40	28

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIND00510058 BRRTS# : 0260000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>				300	385	57.2	103	150	780	882	791	160	33	423	77.4	600	175	204	165
<b>T05C2</b>	0 - 0.7'	7/24/2008	801.83	14	18	23	68 JC	84	51 JC	44	38	56	< 2.5 U	110	< 2 U	30 JC	< 1.7 U	60	110
	0.7 - 2.1'	7/24/2008	1713.45	38	< 2.9 U	42	169 JC	130	130 JC	120	130	180	32	300	38	110 JC	28	260	280
<b>T05D</b>	0 - 0.5'	7/24/2008	141.85	< 3.3 U	< 2.3 U	< 2.9 U	19 JC	17	< 2.7 UJC	16	< 4 U	13	< 2.8 U	36	< 2.1 U	< 3.8 UJC	< 1.8 U	12	38
<b>T05E</b>	0 - 0.5'	7/24/2008	1178.1	< 8.3 U	< 6.8 U	32	110	100 JC	120	130 JC	84	140	61 JC	340	< 6.5 U	130 JC	< 4.8 U	140	190
	0.5 - 1.7'	7/24/2008	1785.45	< 11 U	< 7.9 U	48	180	140 JC	190	180 JC	130	210	69 JC	310	45	220 JC	82	216	230
	1.7 - 2.8'	7/24/2008	2803.2	< 8.7 U	< 8.7 U	81	230	180 JC	250	200 JC	180	280	61 JC	580	38	180 JC	42	310	480
	2.8 - 4'	7/24/2008	22820	380	210	1800	2400 JC	1800	1200 JC	1100	1200	2300	270	8500	280	1100 JC	180	1100	4300
	4 - 5.1'	7/24/2008	6948	810	27	670	180 JC	230	140 JC	110	140	280	21	920	280	110 JC	10	2180	1120
<b>T06A</b>	0 - 0.5'	7/30/2008	5220	81	130	130 JC	480	840 JC	880	450	340	880	130 JC	810	83	800 JC	110	680	730
	0.5 - 1.7'	7/30/2008	7279	170	420	210 JC	600	1200 JC	840	770	580	180	210 JC	880	180	1000 JC	280	838	880
	1.7 - 2.8'	7/30/2008	38740	8100	300	1180 JC	780	730 JC	870	480	580	730	140 JC	1800	2100	840 JC	13000	8100	1800
	2.8 - 4'	7/30/2008	6017000	610000	48000	280000	130000	85000	68000	60000 JC	73000	120000	18000 JC	170000	280000	87000 JC	180000	280000 JC	380000
	4 - 8.1'	7/30/2008	1873400	2400 J	18000	130000	48000	23000 JC	18000	18000	27000 JC	28000	< 830 UJC	130000	130000	80000 JC	830000	280000	130000
	5.1 - 8.2'	7/30/2008	12887000	1380000	87000	840000	230000	280000 JC	180000	180000	280000 JC	280000	240000 JC	670000	740000	120000 JC	430000	270000	740000
	8.2 - 7.4'	7/30/2008	22010000	2800000	170000	1400000	480000	810000 JC	180000	110000	270000 JC	480000	380000 JC	170000	1800000	1300000 JC	2700000	2700000	1100000
<b>T06B</b>	0 - 0.5'	7/28/2008	328.75	< 3 U	< 2.1 U	< 2.7 U	29	27 JC	38	38	28	37	< 2.4 U	80	< 2 U	38 JC	< 1.7 U	28	58
	0.5 - 1.5'	7/28/2008	320.15	< 3.3 U	< 2.2 U	< 2.8 U	29 JC	28	33 JC,Q	28 JC	21	35 JC	< 2.8 U	74 JC	< 2.1 U	21 JC,Q	< 1.8 U	30	81 JC
	1.5 - 2.3'	7/28/2008	1475	42	23	58	100	84 JC	110	84	88	130	32	300	64	110 JC	27	280	280
<b>T06C</b>	0 - 0.5'	7/23/2008	498.88	< 3.1 U	< 2.1 U	< 2.8 U	36	32 A	35 JC	33	30	42	< 2.4 U	100	< 2 U	29	< 1.7 U	44	85
	0.5 - 1.5'	7/23/2008	48.25	< 3.1 U	< 2.1 U	< 2.8 U	< 3.2 U	< 3.1 UJC	< 2.8 UJC	< 2.9 U	< 3.8 U	< 2.8 U	< 2.8 U	14	< 2 U	< 3.4 U	< 1.7 U	< 1.5 U	12
<b>T07A</b>	0 - 0.5'	7/30/2008	3345.85	< 8.9 U	58	81 JC	280	500 JC	380	280	250	280	81 JC	820	38	380 JC	41	310	500
	0.5 - 2.8'	7/30/2008	3847	81	81	81 JC	810	810 JC	370	280	270	270	110 JC	880	68	350 JC	40	818	880
	2.8 - 4.4'	7/30/2008	9879	110	130	280	780	280 JC	1100	870	600 JC	880	170 JC	2800	110	840 JC	88	1280	1800
	4.4 - 8.2'	7/30/2008	142940	2800	240	1800 JC	10800	1180	8100	6800	6700	18000	18000 JC	27000	4200	8800 JC	1800	24000 JC	21000
	8.2 - 7.2'	7/30/2008	38800	3800	180	810 JC	8700	3800 JC	2800	1800	8200	2800	830 JC	1700	810	2800 JC	280	7800	8800
<b>T07B</b>	0 - 0.5'	7/28/2008	279.25	17	< 2.1 U	< 2.7 U	24	15 JC	27	23	18	25	< 2.4 U	88	< 2 U	21 JC	< 1.7 U	28	48
	0.5 - 1.5'	7/28/2008	3388	27	24	78	220	210 JC	250	178	178	280	61	800	32	260 JC	17	200	450
	1.5 - 2.5'	7/28/2008	2808	848	22	130	110 JC	82	110 JC	82	77	140	20	280	310	83 JC	87	848	280
	2.5 - 3.8'	7/28/2008	17288	8800	88	1200	880 JC	880	280 JC	420	480	810	88	1200	1800	470 JC	810	2800	1300

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058 BRRTS# : 0260000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Moph. Indeno	Phenanthrene	Pyrene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			396	365	67.2	108	150	780	882	791	106	33	423	77.4	889	178	204	195	
<b>T07BP</b>	3.8 - 5.8'	8/5/2008	2205	200	24	230	110	68	57	39 LB	55	110	< 2.8 U	280	130	41 LB	790	870	270
	5.8 - 7.8'	8/5/2008	19280	1600	100	1450	1120	1000	820	680	770	1100	2100	220	220	830	240	5800	2000
	7.8 - 9.8'	8/5/2008	286.5	28	< 2.5 U	28	21	15	14	12 LB	< 4.5 U	21	< 2.9 U	48	17	13 LB	48	38	38
	9.8 - 11.8'	8/5/2008	83.25	< 2.8 U	< 2.8 U	< 3.4 U	< 3.9 U	< 3.9 U	< 3.1 U	< 3.5 U	< 4.8 U	< 3.1 U	< 3 U	< 3.3 U	< 2.5 U	< 4.2 U	44	< 1.8 U	< 2.8 U
	11.8 - 13.8'	8/5/2008	800	35	14	84	76	50	42	31 LB	41	78	< 2.9 U	110	27	30 LB	28	140	87
	13.8 - 15.8'	8/5/2008	143.45	< 4.2 U	< 2.8 U	< 3.8 U	< 4.4 U	< 4.2 U	< 3.5 U	< 3.9 U	< 5.1 U	< 3.5 U	< 3.4 U	< 3.8 U	< 2.8 U	< 4.7 U	100	25	< 2.8 U
	15.8 - 18.8'	8/6/2008	184.75	< 3.7 U	< 2.8 U	< 3.5 U	< 3.9 U	13	< 3.1 U	14	< 4.8 U	18	< 3 U	28	< 2.4 U	< 4.1 U	72	32	15
<b>T07C</b>	0 - 0.5'	7/21/2008	528.85	23	15	20	48	53 JC	57	58	63	52	17	80	14	56 JC	< 1.8 U	45	68
<b>T08A</b>	0 - 0.8'	7/30/2008	20580	1800	800	800	1400	175 JC	1700	1100	1800 JC	1800	240 JC	3800	800	1800	280	3000	2800
	0.8 - 1.8'	7/30/2008	843000	110000	18000	80000	23000	24000 JC	28000	19000	25000 JC	28000	< 850 UJC	93000	80000	21000 JC	72000	170000	180000
	1.8 - 2.7'	7/30/2008	803000	120000	80000	80000	200000	140000 JC	87000	81000	80000 JC	180000	120000 JC	480000	800000	800000 JC	1800000	1800000	230000
	2.7 - 3.8'	7/30/2008	7872000	1000000	500000	2000000	1800000	1300000 JC	780000	800000	800000 JC	1700000	800000 JC	4700000	8400000	8000000 JC	15000000	15000000	8100000
	3.8 - 4.8'	7/30/2008	6387000	800000	870000	8100000	2400000	1800000	1000000	8000000 JC	1700000	2400000	2100000 JC	6000000	8000000	16000000 JC	17000000	16000000 JC	7000000
	4.8 - 5.8'	7/30/2008	8823000	2400000	1200000	2800000	1800000	1200000	800000	8000000 JC	1700000	2800000	2800000 JC	8000000	8000000	12000000 JC	22000000	20000000 JC	8000000
	5.8 - 7'	7/30/2008	8423000	810000	72000	50000	22000	18000	8000	80000 JC	17000	22000	28000 JC	81000	24000	160000 JC	230000	1000000 JC	430000
<b>T08B</b>	0 - 0.8'	7/28/2008	808.85	< 3.2 U	< 2.2 U	12	41	46	46	38	35	84	< 2.8 U	120	< 2.1 U	35	< 1.8 U	45	83
	0.8 - 1.30'	7/28/2008	1084.15	21	< 2.4 U	28 JC	82 JC	69 JC	92 JC	88	88	180	13	260	17	87 JC	< 1.9 U	160	200
<b>T08C</b>	0 - 0.5'	7/25/2008	281300	17000	1800	28000	15000 JC	10000 JC	8000	6000 JC	8000	18000	1700	18000 JC	18000 JC	6000 JC	2100	20000 JC	60000
	0.5 - 1.8'	7/25/2008	27320	3800	140	8000 JC	1800	1200	800	800 JC	1800	1800	1.68 JC	2000	8000	600 JC	180	1800 JC	2800
	1.8 - 2.7'	7/25/2008	461000	87000	2300	47000 JC	18000	18000	7000	87000 JC	8700	18000	18000 JC	48000	31000	8000 JC	7400	120000 JC	68000
	2.7 - 3.8'	7/25/2008	3087000	280000	2200	30000	21000	11000	13000	100000 JC	18000	28000	28000 JC	38000	14000	110000 JC	22000	87000	41000
	3.8 - 4.8'	7/25/2008	1108800	11000	880 JC	8000	8000	8000 JC	2000 JC	8000	21000 JC	8000	410 JC	12000	8000 JC	87000 JC	18000 JC	22000	12000
	4.8 - 8'	7/28/2008	42780	3200 JC	280 JC	4100	1800	1700 JC	1800 JC	800	1800 JC	2100	280 JC	4700	2800 JC	1800 JC	2100 JC	12000 JC	8700
	8 - 7.1'	7/29/2008	22290	2000	180	2100	1800	2200	1800	14000 JC	1800	2000	210 JC O	8700	3000	1700 JC	810	8000 JC	4800
	7.1 - 8.2'	7/29/2008	2284	230	19	220	84	73	59 JC	44	65	82	< 2.8 U	290	83	47	80	800	220
	8.2 - 9.1'	7/29/2008	3287	100	17	88	88	84	85 JC	88	72	100	23	220	82	83	1800	230	200
<b>T08CP</b>	8.3 - 10.3'	8/4/2008	217.1	18	< 2.4 U	22	< 3.5 U	< 3.4 U	< 2.8 U	< 3.2 UJC	< 4.1 U	16	< 2.7 U	31	15	14	20	60	33
	10.3 - 12.3'	8/4/2008	18.8	< 3.7 U	< 2.5 U	< 3.5 U	< 3.8 U	< 3.7 U	< 3.1 U	< 3.4 UJC	< 4.8 U	< 3.1 U	< 2.9 U	< 3.2 U	< 2.4 U	< 4.1 U	< 2 U	< 1.8 U	< 2.5 U
	12.3 - 14.3'	8/4/2008	34.35	< 7.2 U	< 4.9 U	< 6.4 U	< 7.4 U	< 7.2 U	< 5.9 U	< 6.7 UJC	< 8.8 U	< 6.9 U	< 5.7 U	< 8.2 U	< 4.7 U	< 7.8 U	< 3.9 U	< 4.9 U	< 4.9 U
	14.3 - 16.3'	8/4/2008	40.4	< 3.8 U	< 2.5 U	< 3.2 U	12 U	< 3.8 U	< 3 U	< 3.3 UJC	< 4.9 U	< 3 U	< 2.9 U	< 3.1 U	< 2.3 U	< 3.8 U	12 U	< 1.7 U	< 2.5 U
	16.3 - 18.3'	8/4/2008	55.45	< 3.8 U	< 2.5 U	< 3.2 U	12.3	< 3.9 U	< 3 U	< 3.3 UJC	< 4.3 U	< 3 U	< 2.8 U	< 3.1 U	< 2.4 U	< 4 U	25	< 1.7 U	< 2.5 U
	18.3 - 18.8'	8/4/2008	88.75	< 3.5 U	< 2.4 U	< 3.1 U	< 3.8 U	< 3.8 U	< 2.8 U	< 3.2 UJC	< 4.2 U	< 2.9 U	< 2.8 U	< 3 U	< 2.3 U	< 3.8 U	89	< 1.7 U	< 2.4 U
<b>T08D</b>	0 - 0.5'	7/24/2008	21.65	< 4 U	< 2.8 U	< 3.8 U	< 4.2 U	< 4 U	< 3.3 U	< 3.8 U	< 4.8 U	< 3.3 U	< 3.2 UJC	< 3.5 U	< 2.8 U	< 4.5 UJC	< 2.2 U	< 1.9 U	< 2.6 U
	0.5 - 1.2'	7/24/2008	18.15	< 3.4 U	< 2.3 U	< 3.1 U	< 3.9 UJC	< 3.4 U	< 2.8 UJC	< 3.2 U	< 4.1 U	< 2.8 U	< 2.7 U	< 2.9 U	< 2.2 U	< 3.8 UJC	< 1.8 U	< 1.8 U	< 2.3 U

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510038 BRRTS#: 026000093

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)fluoranthene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(e)pyrene	Benzo(a)pyrene	Benzo(a,h)perylene	Chrysene	Dibenz(a,h)anthracene	Fluorene	Fluorene Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			399	365	87.3	108	160	760	882	791	180	33	423	77.4	898	178	204	193	
T08D1	0 - 0.5'	7/29/2008	1233.2	< 8.6 U	< 8.6 U	< 8.6 UJC	139 JC	120 JC	130 JC	100	85	150	< 7.4 U	220	< 6.3 U	89 JC	< 6.3 U	120	200
	0.5 - 1.5'	7/29/2008	1705.35	< 8.6 U	< 8.6 U	43 JC	189 JC	180 JC	170 JC	120	110	180	< 6.0 U	360	< 5.6 U	140 JC	< 4.7 U	200	230
	1.5 - 2.5'	7/29/2008	824.85	78	< 6.7 U	37 JC	77 JC	83 JC	55 JC	57	62	74	< 6.6 U	150	< 6.4 U	45 JC	< 4.6 U	160	150
	2.5 - 3.7'	7/29/2008	74.85	< 4.4 U	< 3 U	< 3.9 U	16	< 4.4 UJC	< 3.6 U	42	< 6.3 UJC	< 3.6 U	< 3.5 UJC	< 3.6 U	< 2.9 U	10 JC	< 2.4 U	21	19
T08E	0 - 0.5'	7/24/2008	4034.8	88	< 3.3 U	130	260 JC	210	390 JC	290	220	470	88	750	77	250 JC	80	810	940
	0.5 - 1.5'	7/24/2008	2050	59	28	130	180 JC	140	100 JC	130	130	260	18	480	110	110 JC	45	870	440
	1.5 - 2.5'	7/24/2008	90228	150	110	1200	1800 JC	1000	900 JC	650	800	1800	150	2000	230	840 JC	75	1700	2200
T08A	0 - 0.5'	7/29/2008	104300	18000	1300	6300	8000 JC	1600 JC	2700 JC	6000	2400	1200	1400	11000	8300	8700	2800	18000	10000
	0.5 - 1.5'	7/29/2008	6522000	920000	21000	880000	220000	280000	24000	77000 JC	87000	120000	24000	810000	410000	120000 JC	150000	1400000 JC	670000
	1.5 - 2.5'	7/29/2008	944900	130000	8000	60000	18000 JC	21000 JC	23000	13000 JC	20000	34000	4300 JC	81000 JC	88000 JC	20000 JC	17000	200000	85000
	2.5 - 3.5'	7/29/2008	284400	28000	1800	21000	1700 JC	8000 JC	8700	2400 JC	8000 JC	8000	850 JC	30000 JC	17000 JC	2100 JC	80000	72000	24000
	3.5 - 4.5'	7/29/2008	917300	80000	2400	62000	22000 JC	22000 JC	22000	17000 JC	18000	20000	6000 JC	90000 JC	83000 JC	18000	240000	220000	30000
T08B	0 - 0.5'	7/25/2008	1576.35	18	< 2.6 U	42	130	180	140	130 JC	140	180	23 JC	320	23	140 JC	< 2.1 U	180	170
	0.5 - 1.5'	7/25/2008	4580	350	51	280	330	250 JC	280 JC	190	210	180	87	870	230	190	20	870	630
	1.5 - 2.5'	7/25/2008	648800	42000	2800	80000	27000	27000	14000	8800 JC	18000	28000	2700 JC	71000	60000	11000 JC	16000	180000	85000
	2.5 - 3.7'	7/25/2008	367800	23000	2400	60000	20000	18000	8800	8100 JC	10000	21000	1000 JC	60000	20000	8200 JC	4600	110000 JC	81000
T09C	0 - 0.5'	7/23/2008	2054	18	50	88	100	180	170	100 JC	160	200	31	400	25	100	22	270	330
	0.5 - 1.5'	7/23/2008	652.45	18	17	30	58	60 JC	60 JC	31	38	82	< 3.2 U	120	< 2.7 U	30	< 2.2 U	110	100
	1.5 - 3.1'	7/23/2008	22.8	< 4.3 U	< 2.9 U	< 3.8 U	< 4.4 U	< 4.3 UJC	< 3.5 UJC	< 3.9 U	< 6.1 U	< 3.5 U	< 3.4 U	< 3.6 U	< 2.9 U	< 4.7 U	< 2.3 U	< 2 U	< 2.8 U
	3.1 - 4.3'	7/23/2008	40.86	< 7.6 U	< 6.3 U	< 8.9 U	< 7.9 U	< 7.6 UJC	< 6.3 U	< 7.1 U	< 6.2 UJC	< 6.3 U	< 6.1 UJC	< 6.6 U	< 9 U	< 8.4 UJC	< 4.2 U	< 3.7 U	< 6.3 U
	4.3 - 4.9'	7/23/2008	63.76	< 3.5 U	< 2.4 U	< 3.1 U	< 3.9 U	< 3.5 UJC	< 2.9 U	< 3.2 U	< 4.2 UJC	< 2.9 U	< 2.6 UJC	< 3 U	< 2.3 U	< 3.9 UJC	86	< 1.7 U	< 2.4 U
T08D	0 - 0.5'	7/24/2008	836.65	< 9 U	< 5.6 U	45	74	60 JC	70	130 JC	58	70	27 JC	180	< 6.2 U	74 JC	< 4.4 U	130	160
	0.5 - 1.5'	7/24/2008	2222.75	39	< 7.5 U	88	130	180 JC	220	280 JC	180	240	< 6.6 UJC	420	80	200 JC	53	230	370
	1.5 - 2.5'	7/24/2008	7798	170	75	880	880	800 JC	880	450 JC	680	710	160 JC	1600	250	640 JC	91	1300	1800
	2.5 - 3.7'	7/24/2008	2808.05	120	< 6.6 U	130	230	180 JC	250	180 JC	160	220	68 JC	880	88	250 JC	< 4.8 U	480	620
	3.7 - 4.3'	7/24/2008	441.8	58	< 5.5 U	28	32	28 JC	37	74 JC	29	38	< 6.4 UJC	71	< 6.3 U	43 JC	< 4.4 U	81	60
T10A	0 - 0.5'	7/29/2008	26480	3200	380	1700	1800 JC	1800 JC	1600	830 JC	1200	1800	280 JC	7200 JC	1800 JC	1000 JC	280	6400	8300
	0.5 - 1.5'	7/29/2008	19080	4300	200	810	120 JC	120 JC	900	680 JC	870	810	130 JC	2400 JC	1800 JC	880 JC	230	2100 JC	2300
	1.5 - 2'	7/29/2008	91210	8300	890	6400 JC	3200 JC	3200 JC	2600 JC	1700	2100	3200	690	7800	4600	1900	830	18000	8500
T10AP	2 - 4'	8/4/2008	34810	2800	280	1800	2100	1700	1100	600 JC	1300	2100	320	6000	2300	870	130	7700	4300
	4 - 6'	8/4/2008	1801.45	28	31	62	270	280	200	180 JC	220	280	68	100	< 4.8 U	220	80	120	200
	6 - 6.5'	8/4/2008	38.85	< 7.2 U	< 6 U	< 6.8 U	< 7.5 U	< 7.2 U	< 6 U	< 6.8 UJC	< 6.8 U	< 6 U	< 6.8 U	< 6.2 U	< 4.6 U	< 6 U	< 4 U	< 3.5 U	< 6 U

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 731 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058 BARTS# : 0260000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Acridene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>				300	365	57.2	100	150	700	862	701	160	33	423	77.4	698	176	204	195
T108	0 - 0.5'	7/20/2008	3011	100	33	169	270	270	280	160	180 JC	210	67	630	78	200	30	270	480 JC
	0.5 - 1.5'	7/20/2008	4032	200	66	228	388	370	310	190	280 JC	280	87	880	110	240	46	630	880 JC
	1.5 - 2.8'	7/20/2008	9490	210	270	400	620	1000	700	650	780 JC	1080	180	1800	180	730	170	850	1400 JC
T10C	0 - 0.5'	7/23/2008	2670	180	340	200	1700	1800 JL	1000 JC	650	1000	1700	280	2300 JCB	1400	750	280	1300 JCB	600
	0.5 - 1.8'	7/25/2008	77000	6000	6300	11000	18000	28000 JL	18000 JC	10000	20000	38000	4800	78000	8000	11000	20000	21000	10000
	1.8 - 2.7'	7/28/2008	617000	27000	3100	8000	28000 JC	18000 JL	8000	7800 JC	18000	28000	1800	80000 JC	38000 JC	7700 JC	18000	180000 JC	63000
	2.7 - 3.4'	7/28/2008	278000	8000	2800	28000	18000	12000 JL	8000 JC	8000	8000 JC	1800	17000	8400	8000 JC	1000	80000 JC	48000	
T10CP	3.2 - 5.2'	8/4/2008	1834.85	160	< 8.3 U	130	120	78	71	84 JC	87	110	30	320	40	70	47	800	310
	5.2 - 7.2'	8/4/2008	218.4	< 8 U	< 8.2 U	< 8 U	48	< 8 U	< 7.4 U	< 8.3 UAC	< 11 U	< 7.4 U	< 7.1 U	27	< 8.9 U	< 8.9 U	< 4.9 U	98	37
	7.2 - 8.2'	8/4/2008	135.85	< 8.7 U	< 8.7 U	< 8.7 U	< 10 U	< 8.7 U	< 9 U	< 9 UAC	< 12 U	< 8 U	< 7.7 U	34	< 8.3 U	< 11 U	< 8.3 U	89	< 8.7 U
	8.2 - 10.2'	8/4/2008	288.35	33	< 8.4 U	< 8.3 U	< 8.8 U	< 8.2 U	< 7.8 U	< 8.8 UAC	< 11 U	< 7.8 U	< 7.3 U	86	< 8 U	32	< 8.1 U	81	54
T10D	0 - 0.7'	7/24/2008	2157.1	22	< 4.2 U	48	180 JC	170	200 JC	160	180	220	33	410	33	180 JC	41	280	180
	0.7 - 2.1'	7/24/2008	1914	21	18	53	180 JC	180	230 JC	170	130	240	58	330	25	170 JC	27	260	260
	2.1 - 3.5'	7/24/2008	9880	41	23	120	1800 JC	1300	1800 JC	1000	800	1200	180	1200	64	1100 JC	42	820	1800
	3.5 - 4.8'	7/24/2008	1277.8	27	< 3.8 U	35	150 JC	76	100 JC	80	74	120	< 4.1 U	220	44	81 JC	40	210	200
T11A	0 - 0.5'	7/22/2008	22890	210	180	1100	2200	2100 JC	1800	1300	1800	2200	400 JC	6000	370	1700 JC	120	1400	1800
	0.5 - 1.8'	7/22/2008	14470	200	140	880	1200	1200 JC	1300	700	880	1300	240 JC	2800	240	1200 JC	170	1200	1600
	1.8 - 2.7'	7/22/2008	361700	12000	1600	30000	28000 JC	28000 JC	20000	17000	28000 JC	28000 JC	2800 JC	80000	8000	2800	2800	80000 JC	67000
	2.7 - 3.8'	7/22/2008	183010	8000	310	13000	8100	7800	8400 JC	8000	8000	1400 JC	28000	8000	8000	8300 JC	8200	8000	21000
	3.8 - 4.8'	7/22/2008	105720	6700	620	7200	8100	8000	6700 JC	6400	6800	8800	1100 JC	18000	2700 JC	8100 JC	6000	13000 JC	18000
	4.8 - 5.7'	7/22/2008	36300	2800	180	2800	1700	1800	1200	1800 JC	2000	1700	210 JC	2800	1700	1800 JC	1700	8800 JC	6700
T11B	0 - 0.5'	7/23/2008	2428	87	43	82	180	160	180	160	180	220	42	440	63	170	43	260	280
	0.5 - 1.8'	7/23/2008	4387	800	73	170	230	220	230	190	200	280	87	600	110	230	54	800	830
T11C	0 - 0.5'	7/23/2008	19180	2700	180	1200	820	880	580	580 JC	620	850	130 JC	2800	1400	870 JC	440	1300	2200
	0.5 - 1.8'	7/23/2008	82110	8000	1000	8200	6800	8800	2800	2800 JC	2800	7800	270 JC	11000	2800	2800 JC	810	81000 JC	17000
	1.8 - 2.7'	7/23/2008	14838	2800	130	1100	880	780	350	460 JC	440	700	180 JC	1400	1000	420 JC	88	2800 JC	2800
	2.7 - 3.8'	7/23/2008	100880	2700	1800	7800	8000	8000 JC	8000	6000	6000 JC	8100	1200 JC-R	14000	1800 JC-D	4400 JC	880	18000 JC	21000
	3.8 - 4.8'	7/23/2008	23610	1800	220	1200	1400	2200	1300	1800	1800	2800	240	2200	830	1300	140	1800	8000
	4.8 - 6'	7/23/2008	40130	2700	680	2700	1800	2800	1100	1800 JC	1800	2100	230 JC	8200	2800	1400 JC	1400	8800 JC	8300
	6 - 7.1'	7/23/2008	4308	2800	47	180	110	100	46	84 JC	80	130	< 3.1 UAC	280	600	49 JC	70	870	280
	7.1 - 8.1'	7/23/2008	2128	120	< 2.8 U	< 2.8 U	< 4 U	< 3.3 U	< 3.3 U	< 3.8 UAC	< 4.8 U	14	< 3.2 UAC	18	< 2.8 U	< 4.3 UAC	< 2.3 U	37	81
	8.1 - 8.8'	7/23/2008	842.75	< 8 U	< 8.2 U	< 8.1 U	< 8.3 U	< 8 U	< 7.8 U	< 8.4 U	< 11 U	< 7.8 U	< 7.2 U	< 7.8 U	< 8.8 U	< 4 U	850	48	< 8.2 U

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510058 BRTS#: 026000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>				388	365	57.2	108	150	788	642	791	188	33	423	77.4	899	178	204	195
T11D	0 - 0.5'	7/23/2008	1295.45	24	< 2.8 U	37	139	120	140 JC	110	94	189	18 JC	240 JC	23	89 JC	68	120 JC	229
	0.5 - 2.3'	7/23/2008	250000	18000	3800	87000	16000	8100	8100 JC	11000 JC	8700	18000	< 340 UJC	28000	14000 JC	3200 JC	2800	78000 JC	28000
	2.3 - 3.8'	7/23/2008	869000	120000	8200	58000	24000	24000	14000 JC	11000 JC	18000	28000	3400 JC	80000	80000 JC	12000 JC	17000	210000 JC	80000
	3.8 - 5.4'	7/23/2008	885400	85000	8400	93000	24000	28000	12000 JC	12000 JC	18000	28000	3200 JC	87000	80000 JC	12000 JC	110000	210000 JC	110000
	5.4 - 6.5'	7/23/2008	418500	41000	3800	46000	20000	14000	8000 JC	8000	28000	28000	1700 JC	43000	40000 JC	8000 JC	28000	140000 JC	80000
T11E*	0 - 0.5'	7/29/2008	2758.5	< 11 U	< 7.8 U	64	280	230 JC	300	190	220 JC	280	< 8.9 UJC	880	42	270 JC	< 4.2 U	289	450
	0.5 - 1.8'	7/29/2008	229135	< 11 U	< 7.7 U	98	200	210 JC	250	180	180 JC	280	82 JC	400	47	260 JC	30	238	260
	1.8 - 2.7'	7/29/2008	2572	12	60	180	270	230 JC	380	200	170 JC	230	41 JC	880	140	220 JC	80	480	880
	2.7 - 3.7'	7/29/2008	23380	430	88	1700	1800	1800 JC	1800	820	1200 JC	1700	240 JC	4800	410	1300 JC	130	4800	3700
T12A	0 - 0.5'	7/22/2008	812100	1200	1200	14000	8500	8000 JC	8700	18000 JC	6000	7400	14000 JC	18000	1300	40000 JC	800	12000	120000
	0.5 - 1.5'	7/22/2008	343250	13000	2300	28000	18000	18000 JC	11000	18000 JC	12000	18000	8000 JC	48000	44000	11000 JC	800	80000	42000
	1.5 - 2.4'	7/22/2008	55780	4300	810	4100	1100	2800 JC	2800	1800	2100	3200	780 JC	7300	4800	2200 JC	150	18000	8400
T12B	0 - 0.5'	7/22/2008	8880	120	58	380	870	830 JC	460	370	480	740	180 JC	1300	130	410 JC	38	820 JC	1200
	0.5 - 1.7'	7/22/2008	48880	700	240	8900	6000	2800 JC	1300	1400	2000	4600	780 JC	7200	1200	1800 JC	140	8800	8500
	1.7 - 2.8'	7/22/2008	25880	1600	480	12000	1800	1800 JC	880	680	1800	1800	180 JC	4200	1300	1200 JC	180	8200	2800
	2.8 - 3.8'	7/22/2008	182260	28000	280	12000	2800	4200 JC	2800	4700	2200	8700	1100 JC	24000	11000	2300 JC	880	48000	17000
	3.8 - 5.1'	7/22/2008	34800	2300	83	2300	4000	1800 JC	1800	1100	1800	2100	180 JC	7200	1800	1800 JC	810	8700	8800
T12C	0 - 0.5'	7/22/2008	7781	480	51	710	680	650	340	260	300 JC	680	87	1100	270	400	280	1800 JC	1100
	0.5 - 1.8'	7/22/2008	2287.15	74	< 8.3 U	130	180	180	140	110	130 JC	200	88	380	70	160	80	140 JC	280
	1.8 - 2.7'	7/22/2008	386800	28000	2800	80000	20000	17000	8400	7400	12000 JC	20000	1800	48000	22000	11000	2800	80000	88000
	2.7 - 3.8'	7/22/2008	227400	22000	1800	30000	10000	7800	4700	3800	6300 JC	18000	1400	22000	18000	4100	12000	80000 JC	28000
	3.8 - 4.8'	7/22/2008	845300	80000	5500	77000	20000	22000	12000	8700	18000 JC	21000	1800	82000	62000	12000	80000	150000 JC	80000
	4.8 - 6'	7/22/2008	197300	24000	1200	21000	8500	8800	4400	4000	8700 JC	8800	< 300 U	18000	12000	6000	84000	270000 JC	218000
	6 - 6.8'	7/22/2008	323700	28000	1800	28000	12000	8800	7400	8800	7800 JC	12000	2800	28000	17000	7800	48000	83000 JC	28000
T12CP	6 - 8'	8/4/2008	1407800	34000	7800	170000	83000	23000 JC	27000	17000	23800	84000	8000	120000	80000	20000	180000	280000	150000
	8 - 10'	8/4/2008	136370	18000	770	11000	7800	8100 JC	4800	3800	5000	7700	1200	20000	7800	4200	1800	20000	17000
	10 - 12'	8/4/2008	197600	8800	480	8400	6300	8100 JC	4800	2300	4800	8800	780	12000	8400	3700	7800	28000	14000
	12 - 14'	8/4/2008	192180	12000	270	8800	8300	6300 JC	2800	2800	2800	8600	810	18000	8700	2400	6200	24000	12800
	14 - 16'	8/4/2008	2317.3	740	< 2.8 U	120	88	68	48	44 U8	57	78	13	200	280	50 U8	110	480	180
	16 - 18'	8/4/2008	348.95	88	< 2.8 U	23	22	13	< 3 U	< 3.4 U	< 4.4 U	15	< 2.8 U	28	18	< 4 U	45	68	28
	18 - 20'	8/4/2008	898.25	88	< 2.8 U	78	73	88	37	34 U8	82	80	< 2.8 U	130	28	28 U8	28	200	100
	20 - 22'	8/4/2008	888.1	47	< 2.2 U	27	82	40	23	30 U8	28	81	< 2.8 U	120	42	22 U8	20	280	120

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058 BRTS# : 026000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphth- thylene	Anthracene	Benzo(a)- anthracene	Benzo(b)- fluoranthene	Benzo(k)- fluoranthene	Benzo(e,h,i)- pyrene	Chrysene	Dibenz(a,h)- anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)- pyrene	Naphthalene	Phenanthrene	Pyrene	
				<b>Sediment Screening Benchmarks</b>															
<b>Benchmarks</b>				300	365	57.2	100	150	780	662	791	180	33	423	77.4	690	176	204	185
T13D	0 - 0.5'	7/22/2008	773.6	< 3.4 U	17	22	78	77 JC	61	64	76	87	22 JC	193	< 2.3 U	90 JC	< 1.9 U	83	120
	0.5 - 1.5'	7/22/2008	2220.45	< 8.3 U	< 6.4 U	67	180	179 JC	220	130	180 JC	220	32 JC	250 JC	< 6.1 U	160	< 6.1 U	230 JC	610 JC
	1.5 - 3.1'	7/22/2008	2085.45	< 8.8 U	< 6.7 U	64	180 JC	180 JC	250	190	180 JC	250 JC	70 JC	330	< 6.4 U	210	70	170 JC	310
	3.1 - 4'	7/22/2008	4297	82	75	159	280	280 JC	330	200	290	81 JC	720	150	380 JC	220	640	890	
T13A	0 - 0.5'	7/22/2008	32360	620	380	1800	2800	2000	2000	1700	2200 JC	2700	590	6100	830	2800	580	1400 JC	8000
	0.5 - 1.5'	7/22/2008	17720	720	350	2100	2200	2000	1500	1000	1800 JC	2100	240	1200 A	840	1800	210	1200 A	1500 A
T13B	0 - 0.5'	7/22/2008	861	26	12	50	54	50	36	29	40 JC	47	17	100	27	36	15	180 JC	85
	0.5 - 1.5'	7/22/2008	2067	74	17	100	220	250	280	190	280 JC	220	70	500	50	210	47	280 JC	470
	1.5 - 2.5'	7/22/2008	2005	16 A	20 A	80	120	200	210	140	140 JC	210	20	370	34	210	51	200 JC	280
	2.5 - 3.5'	7/22/2008	1794	27	10 A	47	180	140	180	140	120	210	16 A	330	28	120	36	190	250
	3.5 - 4.5'	7/22/2008	2280.7	37 A	< 7.4 U	57	200	220	320	160	170	280	71	380	38	170	64	240	220
	4.5 - 5.5'	7/22/2008	2643.05	120	< 8.1 U	64	240	210	340	220	180	280	58	420	67	120	87	280	400
	5.5 - 6.5'	7/22/2008	2641.6	130	< 7.2 U	120	240	180	210	190	150	280	64	610	150	150	59	200	690
	6.5 - 7.5'	7/22/2008	24370	1000	210	1200	850	650	510	400	410	650	120	1000	400	720	640	1800	
T13C	0 - 0.5'	7/22/2008	862.85	< 3.5 U	18	18	120	130 JC	100	84	110	180	15	130	< 2.3 U	100 JC	< 1.9 U	34	180
	0.5 - 1.7'	7/22/2008	1330.5	< 3.8 U	< 2.6 U	25	120	130 JC	130	120	140	160	28	200	< 2.5 U	140 JC	< 2.1 U	100	230
	1.7 - 2.5'	7/22/2008	18121	70	200	280	1000	2100 JC	1800	2100	1100	1800	700 JC	2300	180	2000 JC	80	1700 JC	2600
	2.5 - 3.5'	7/22/2008	1881.75	< 8.2 U	< 6.3 U	67	280	280 JC	240	170	120 JC	250	61 JC	230	41	180 JC	78	180 JC	250
	3.5 - 5'	7/22/2008	1987.05	85	< 6.1 U	82	180	88 JC	140	68	100 JC	130	< 8.3 UJC	270	69	120 JC	280	280	220
	5 - 6.5'	7/22/2008	2198.25	< 12 U	< 8.6 U	80	180	120 JC	210	120	110 JC	280	< 8.7 UJC	340	69	180 JC	140	240	270
T14A	0 - 0.5'	7/23/2008	2854	250	80	180	280	220 JC	340	190	210	220	84	380	120	310 JC	82	580	640
	0.5 - 1.7'	7/23/2008	4570	220	77	240	280	220 JC	310	180	190	210	81	610	610	310 JC	90	1100	780
	1.7 - 2.5'	7/23/2008	16270	850	320	680	1200	1200 JC	840	940	710	1150	370	2800 JC	870	680 JC	480	2400 JC	2800 JC
	2.5 - 3.5'	7/23/2008	2700	720	23	140	85	45	40	24	33	63	< 3.2 U	380	610	49 JC,O	24	640	320
	3.5 - 4.5'	7/23/2008	66.9	38	< 2.7 U	< 3.9 U	< 4 U	< 3.9 UJC	< 3.2 U	< 3.6 U	< 4.7 U	< 3.2 U	< 3.1 U	15	< 2.5 U	13 JC,A	< 2.1 U	18	18
T14B	0 - 0.5'	7/26/2008	1605	32	44	81	120 JC	120 JC	180	110 JC	100	140	29 JC	200 JC	37 JC	130 JC	< 2 U	280 JC	220
	0.5 - 1.7'	7/26/2008	1978.05	26	< 3.3 U	74	140 JC	140 JC	220	140 JC	130	180	62 JC	400 JC	40 JC	160 JC	18	280 JC	220
	1.7 - 2.5'	7/26/2008	2281	34	20	78	180 JC	180 JC	220	140 JC	140	220	88 JC	470 JC	37 JC	150 JC	24	210 JC	280
	2.5 - 3.5'	7/26/2008	3281.8	58	< 7.8 U	180	220	280 JC	250	200	250 JC	220	87 JC	620	40	210	40	380	620
	3.5 - 5'	7/26/2008	1981.2	< 11 U	< 7.9 U	65	180	130 JC	160	140	170 JC	200	< 8.9 UJC	300	< 7.4 U	180	< 8.2 U	170	210
	5 - 6.5'	7/26/2008	5639	1200	51	240	280	220 JC	240	180	200 JC	240	< 6.9 UJC	620	620	180	78	1200	620
	6.5 - 7.5'	7/26/2008	7050	830	90	280	620	620	370	280	280 JC	670	85	840	480	330	280	1200	620 JC
	7.5 - 8.5'	7/26/2008	4077	630	57	140	270	280	310	200	180 JC	220	78	620	370	280	180	620	620 JC



Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510058 BRATS#: 0216000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indene (1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			390	363	67.2	108	150	780	852	701	180	33	423	77.4	600	176	204	185	
<b>T14C</b>	0 - 0.5'	7/28/2008	143	< 3.0 U	< 2.5 U	17	17 JC	< 3.6 UJC	16	18 JC	13	12 - 3	< 2.8 UJC	19 JC	< 2.3 UJC	21 JC	< 2 U	25 JC	17
	0.5 - 1.0'	7/28/2008	5291.15	53	14 - 3	140	280 JC	600 JC	530	340 JC	320	330	31 JC	1200 JC	73 JC	380 JC	< 2.3 U	330 JC	880
	1.0 - 2.0'	7/28/2008	1522.25	< 8 U	< 2.6 U	27	30	300	180	110	110 JC	100	50	320	21	140	20	140	280 JC
	2.0 - 3.0'	7/28/2008	2372.7	83	< 7.4 U	80 JC	100	200 JC	280	180	120	230	87 JC	400	44	220 JC	42	280	230
	3.0 - 4.0'	7/28/2008	1076.3	37	< 6.6 U	84 JC	100	200 JC	230	170	110	200	87 JC	290	36	180 JC	48	180	280
	4.0 - 5.0'	7/28/2008	455.3	71	67	210	200	240 JC	350	220	350 JC	200	50 JC	810	110	250	95	870	870
	5.0 - 6.0'	7/28/2008	1088.1	78	< 8.2 U	60	100	100	190	130	130 JC	100	80	340	65	150	88	280	230 JC
	6.0 - 7.0'	7/28/2008	4550	60	48	100	270	280	230	180	240 JC	200	87	830	210	240	97	340	870 JC
<b>T15A</b>	0 - 0.5'	7/23/2008	452.65	< 3.1 U	< 2.1 U	< 2.8 U	48	14 JC	14	< 2.0 U	13	38	< 2.6 U	160	< 2 U	13	< 1.7 U	13	170
<b>T15B</b>	0 - 0.5'	7/24/2008	2982.58	< 8.5 U	< 5.9 U	84	170	170 JC	220	140	180	210	80	600	29 JC	280	< 4.7 U	240	250
	0.5 - 1.0'	7/24/2008	1807.2	82	< 6.4 U	48	100	170 JC	230	140	130	180	80	330	32 JC	280	32 JC	180	280
	1.0 - 2.0'	7/24/2008	2888.7	210	< 7.4 U	120	180	180 JC	290	150	150	220	80	600	160	280	83	330	280
	2.0 - 3.0'	7/24/2008	2884	43 JC	< 8 UJC	120	210	170 JC	220 JC	180	150 JC	220	< 8.2 UJC	670	87 JC	180 JC	76 JC	680 JC	670
	3.0 - 4.0'	7/24/2008	2620.15	< 12 UJC	< 8.3 UJC	110	200	170 JC	230 JC	180	180 JC	280	< 8.8 UJC	680	87 JC	200 JC	83 JC	670 JC	670
	4.0 - 5.0'	7/24/2008	4887	190 JC	49 JC	270	280	280 JC	250 JC	180	230 JC	220	28 JC	810	180 JC	230 JC	89 JC	850 JC	830
	5.0 - 6.0'	7/24/2008	8040	680 JC	120 JC	880	270 JC	630 JC	450 JC	300 JC	420	910	77 JC	1800 JC	370 JC	380 JC	280 JC	1700 JC	1800
	6.0 - 7.0'	7/24/2008	7480	310 JC	168 JC	280	280 JC	610 JC	500 JC	280 JC	460	880	110 JC	1200 JC	280 JC	440 JC	280 JC	1200 JC	1200
<b>T15C</b>	0 - 0.5'	7/24/2008	2368.8	18	< 3.1 U	48 JC	100	230	240	210 JC	240	220	21 JC	600	21	240 JC	< 2.6 U	210 JC	270
	0.5 - 1.0'	7/24/2008	8875	22	88	120 JC	810	280	810	520 JC	690	750	150 JC	1800	35	830 JC	20	270 JC	880
	1.0 - 2.0'	7/24/2008	2245.8	23	< 3.8 U	65 JC	100	220	220	200 JC	210	280	80 JC	680	33	220 JC	33	280 JC	280
	2.0 - 3.0'	7/24/2008	2333.85	< 11 U	< 7.8 U	60	200	230	208	180 JC	180	280	75 JC	600	< 7.2 U	270 JC	< 8.1 U	260	370
	3.0 - 4.0'	7/24/2008	2805.3	< 9.8 U	< 6.9 U	71	200	240	270	210 JC	170	220	77 JC	600	62	300 JC	84	300	480
	4.0 - 5.0'	7/24/2008	1988.35	< 8.9 U	< 6.9 U	61	180	170	190	160 JC	120	240	80 JC	300	80	220 JC	49	230	330
	5.0 - 6.0'	7/24/2008	2383	< 12 UJC	< 8 UJC	120	180	180 JC	250 JC	130	110 JC	210	< 8.3 UJC	400	89 JC	180 JC	180 JC	240 JC	280
	6.0 - 7.0'	7/24/2008	2516	88 JC	49 JC	180	280	280 JC	280 JC	180	180 JC	280	80 JC	680	120 JC	226 JC	83 JC	740 JC	840
<b>T16A</b>	0 - 0.50'	7/23/2008	11478	67	80	640	880	880 JC	1000	800	680	1000	180	2800 JC	110	810	100	1200	2000
<b>T16B</b>	0 - 0.5'	7/24/2008	1388.65	< 8.9 U	< 6.1 U	< 8 U	100	120 JC	170	110	240	140	60	270	< 5.8 U	200 JC	< 4.4 U	130	200
	0.5 - 1.0'	7/24/2008	1023.2	< 8.8 U	< 6.8 U	30	180	180 JC	220	140	130	180	47	390	< 8.4 U	230 JC	< 5.4 U	180	270
	1.0 - 2.0'	7/24/2008	1817.8	< 10 U	< 7.2 U	63	180	140 JC	208	120	130	180	68	320	< 6.8 U	210 JC	< 5.8 U	176	280
	2.0 - 3.0'	7/24/2008	2728.9	84	< 7.8 U	120	200	170 JC	270	150	150	240	88	680	81	210 JC	71	300	420
	3.0 - 4.0'	7/24/2008	2278.2	46	< 6.4 U	61	200	280 JC	210	180	150	230	71	400	69	210 JC	50	280	280

# Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510058 BRRTS#: 0260000095

Sample ID	Depth	Collection Date	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)-anthracene	CI-Benz(a)anthracene/Chrysene	CI-Benz(a)anthracene/Chrysene	CI-Benz(a)anthracene/Chrysene	CI-Benz(a)anthracene/Chrysene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(a)fluoranthene	Benzo(e)pyrene	Benzo(a)pyrene	Benzo(a)anthracene	Fluoranthene	Fluorene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			398	965	67.2	108	NS	NS	NS	NS	150	NS	758	682	791	168	33	423	77.4
T08D1	0 - 0.5'	7/29/2008	18	14	34 JC	77	72	70	47	34	76	61	72	59	88	80	13 JC	139	31
T08E	0 - 0.5'	7/24/2008	17	18	47	104	163	137	89	58	105	82	108	84	95	138	21	228	28
T09A	0 - 0.5'	7/29/2008	18400	1700	5700 JC	6300	4400	1700	317	200	2700	2000	4700	3700	3000	8100	1160 JC	3800	4900
T09B	0 - 0.5'	7/25/2008	14 JH	10 JH	34 JH	112 JH	46 JH	28 JH	17 JH	< 3 LMH	110 JH	78 JH	105 JH	77 JH	102 JH	124 JH	18 JH	274 JH	17 JH
T09C	0 - 0.8'	7/25/2008	4 JH	8 JH	19 JH	44 JH	31 JH	27 JH	20 JH	< 4 LMH	43 JH	33 JH	39 JH	31 JH	40 JH	52 JH	7 JH	101 JH	8 JH
T09D	0 - 0.5'	7/24/2008	13 JB	7 JB	20 JB	30 JB	32 JB	28 JB	23 JB	< 2 U	30 JB	27 JB	33 JB	23 JB	28 JB	45 JB	8 UB	88 JB	21 JB
T10A	0 - 0.5'	7/29/2008	3000 JH	654 JH	1089 JH	3270 JH	1100 JH	384 JH	75 JH	88 JH	1880 JH	870 JH	1800 JH	778 JH	1340 JH	1810 JH	247 JC-H	2890 JH	821 JH
T10B	0 - 0.5'	7/29/2008	130 JH	33 JH	133 JH	133 JH	281 JH	333 JH	226 JH	130 JH	107 JH	108 JH	111 JH	82 JH	82 JH	177 JH	22 JC-H	309 JH	501 JH
T10C	0 - 0.5'	7/25/2008	212 JH	90 JH	701 JH	471 JH	301 JH	122 JH	42 JH	25 JH	252 JH	185 JH	230 JH	167 JH	258 JH	435 JH	49 JC-H	367 JH	573 JH
	0.5 - 1.8'	7/25/2008	28000	1800	38000	18000	8800	3300	740	422	8500	4300	5000	2100	3040	12700	1100	13600	23000
	1.8 - 2.7'	7/25/2008	38000	2410	48000	22000	11600	3770	704	822	18000	8000	10000	7600	11800	18000	2330	8600	20000
T10D	0 - 0.7'	7/24/2008	34	27 JH	50	112	111	112	74	48	121	103	125	88	110	162	22	278	68
T11A	0 - 0.5'	7/22/2008	4	4	13 JC	20	14	21	17	18	18	18	17	13	16	20	3	71	9
	1.8 - 2.7'	7/22/2008	12600 JB	1240 JB	29700 JB	28000 JB	11800 JB	4780 JB	1810 JB	1480 JB	28800 JB	18000 JB	21800 JB	18400 JB	20400 JB	22000 JB	2680 JB	84800 JB	10700 JB
T11B	0 - 0.5'	7/23/2008	13400	1848	29700 JC-A	13800	8608	3140	881	1432	8700	8000	9760	3880	7370	13800	1420	33800 S	13400
T11C	0 - 0.5'	7/23/2008	2080	110	1120	848	414	200	80	88	812	382	300	350	407	840	82	1800	1180
	0.8 - 1.8'	7/23/2008	8770	1200	8870	8800	4870	1800	858	308	8600	2800	2620	2600	3080	8400	872	11800	3300
T11D	0 - 0.8'	7/23/2008	21	12	30	70	123	140	88	81	73	85	73	88	81	87	14	142	17
	0.8 - 2.3'	7/23/2008	1830 JH	77 JH, W	1680 JH	472 JH	218 JH	113 JH	61 JH	80 JH	204 JH	180 JH	177 JH	118 JH	215 JH	600 JH	37 JC-H	1440 JH	1180 JH
	2.3 - 3.6'	7/23/2008	141000	4800	110000	68400	28800	8800	1700	1210	24000	18700	18800	21800	24800	42800	4800	701000	78000
	3.6 - 6.4'	7/23/2008	390000	8910	140000	83000	33000	8810	1310	1300	38000	16700	18400	17800	23800	43700	3380	118000	83000
T11E	0 - 0.5'	7/28/2008	105	43	182 JC	218	181	118	78	63	214	171	221	187	180	270	28 JC	637	110
T12A	0 - 0.5'	7/22/2008	59	88	218 JC	710	1100	1800	1880	888	821	808	831	623	807	1270	188	2080	84

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510038 BRTS#: 026000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(g,h,i)perylene	Benzo(e)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			306	365	37.2	108	150	766	882	791	168	33	423	77.4	899		176	204	185
T16C	0 - 0.5'	7/24/2008	1205.4	< 7.2 U	< 4.9 U	54	110	87 JC	140	77	88	110	28	250	< 4.7 U	190 JC	< 4 U	170	200
	0.5 - 1.5'	7/24/2008	1090.3	< 6.5 U	< 5.9 U	48	102	180 JC	220	140	130	110	65	370	< 5.6 U	200 JC	< 4.7 U	180	210
	1.5 - 3.2'	7/24/2008	1628	< 9.7 U	< 8.7 U	48	102	140 JC	200	130	120	160	80	360	< 6.3 U	210 JC	< 5.3 U	160	200
	3.2 - 4.5'	7/24/2008	2398.9	36	< 7.1 U	44	100	100	170	160 JC	150	220	70 JC	370	< 6.7 U	230 JC	330	200	200
	4.5 - 5.5'	7/24/2008	4912	82	60	67	230	280	280	200 JC	220	280	72 JC	320	74	270 JC	1800	270	260
	5.5 - 7.7'	7/24/2008	3088	84	38	63	260	240	230	220 JC	170	220	74 JC	480	72	230 JC	270	230	480
	7.7 - 1.7'	7/24/2008	7753	8200	80	180	240	210	380	260 JC	240	430	80 JC	740	780	360 JC	330	330	770
T17A	0 - 0.5'	7/26/2008	5109	75	110	120	470	540	420	360	410 JC	880	110	880	110	440	84	800	780 JC
	0.5 - 1.7'	7/26/2008	14660	2400	180	810	780	810	680	480	450 JC	770	120	1200	1200	580	280	2000	1800 JC
T17B	0 - 0.5'	7/26/2008	2447.3	65	< 6.8 U	110	220	220	180	140	180 JC	240	43	480	60	200	60	200	280 JC
	0.5 - 1.5'	7/26/2008	2147.15	33	< 6.3 U	68	108	280	170	160	200 JC	220	40	400	32	210	25	280	260 JC
	1.5 - 2.5'	7/26/2008	2183.3	38	< 6.6 U	84	100 JC	100 JC	200	180 JC	140	220	72 JC	380 JC	48 JC	170	37	280	320
	2.5 - 3.5'	7/26/2008	18014	1180	120	1280	800 JC	800 JC	780	820 JC	800	880	120 JC	2880 JC	1800 JC	610	84	5800	2180
	3.5 - 4.7'	7/26/2008	30510	12000	180	1800	600	680 JC	470	290	430 JC	810	74 JC	1800	4300 JC	410 JC	810	6800	1780
	4.7 - 5.1'	7/26/2008	220400	24000	1200	18000	7200 JC	8800 JC	4700	2100	2800 JC	8600	640 JC	16000 JC	28000 JC	2800 JC	2100	78000	24000
T17C	0 - 0.5'	7/26/2008	864.8	< 4 U	< 2.8 U	23	77	80	90	86	67 JC	68	19	180	< 2.8 U	72	< 2.2 U	180	140 JC
	0.5 - 1.5'	7/26/2008	4318	78	80	140	830 JC,Q	870 JC,Q	670 JC,Q	380 JC,Q	440 JC	680 JC	120 JC	1280 JC,Q	71 JC	480 JC,Q	16	600 JC,Q	1080 JC,Q
	1.5 - 2.7'	7/26/2008	1361.8	17	< 3 U	38	120	140	130	67	130 JC	180	28	240	30	100	28	130	200 JC
	2.7 - 3.7'	7/26/2008	1133.7	< 8.1 U	< 8.3 U	36	120	80	80	72 JC	66	170	60 JC	180	39	88 JC	110	160	120
	3.7 - 4.5'	7/26/2008	3697	350	35	230	220	260	200	175 JC	190	220	82 JC	480	220	260 JC	82	330	330
	4.5 - 5.5'	7/26/2008	3138	60	48	120	280	220	280	180	150 JC	210	81	800	110	180	120	480	680 JC
	5.5 - 8.5'	7/26/2008	143730	22000	230	10800	8800 JC	4800 JC	2800	2800 JC	2400	4800	670 JC	18000 JC	18800 JC	2700 JC	1700	37000	16000
T18A	0 - 0.5'	7/30/2008	4843	83	28	220	240	330 JC	210	210	270 JC	200	81 JC	1600	88	280 JC	68	800	820
T18B	0 - 0.5'	7/30/2008	86.33	< 3.3 U	< 2.3 U	< 3 U	13	< 3.3 UJC	17	23	< 4 UJC	< 2.8 U	< 2.6 UJC	28	< 2.2 U	16 JC	< 1.9 U	11 - 8	19
	0.5 - 1.1'	7/30/2008	1148.79	< 6.8 U	< 6.6 U	49	68	77 JC	120	110	69 JC	88	< 7.8 UJC	220	33 - 8	86	< 6.3 U	170	200
T18C	0 - 0.7'	7/29/2008	1844.85	< 12 U	< 6.8 U	74 JC	180	170 JC	170	130	130	220	61 - 8	410	47	160 JC	< 6.8 U	200	260
	0.7 - 2'	7/29/2008	2488.05	49	< 6.7 U	88 JC	210	280 JC	280	180	170	280	64 JC	470	38	200 JC	< 6.4 U	270	430

# Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058 BRRYS# : 0260000095

Sample ID	Depth	Collection Date	PAHs Total	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(e)pyrene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene	Pyrene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>				388	385	67.2	108	150	788	842	791	180	33	423	77.4	698	178	204	185

- Notes: See figures for sample locations.
- Parameters that attain or exceed a Sediment Screening Benchmark are identified in bold and underlined.
  - The hierarchy for the Sediment Benchmarks is provided on Table 14 - Sediment Screening Benchmark Values.
  - Depth reflects core correction for fine-grained borings.
- <LO: Parameter not detected above the Limit of Detection indicated.  
 NS: Sediment Quality Guideline Value has not been established for this parameter.  
 Q: Quality (Q, N, R, etc.): Analyte result has been qualified by data validator, see validation report for additional information.  
 -: Analysis not performed.  
 QC: Quality Control duplicate sample.

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarine Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WI000510058

BARTS#: 026000895

Sample ID	Depth	Collection Date	CF-Fluoranthene/Pyrene	CF-Fluorene	C-Fluorene	C-Fluorene	Indeno (1,2,3-cd) Pyrene	Naphthalene	CF-Naphthalene	C-Naphthalene	C-Naphthalene	C-Naphthalene	C-Naphthalene	Fluoranthene	Phenanthrene	CF-Phenanthrene/Antanthracene	C-Phenanthrene/Antanthracene	C-Phenanthrene/Antanthracene	C-Phenanthrene/Antanthracene	Pyrene
<b>Sediment Screening Benchmarks</b>																				
<b>Benchmarks</b>			NS	NS	NS	NS	890	170	NS	NS	NS	NS	NS	204	NS	NS	NS	NS	NS	195
BKG06	0 - 0.5'	7/23/2008	80	13	33	35	38	21	23	48	38	41	101	101	70 J*U	86	77	34	137	
BKG07	0 - 0.5'	7/23/2008	33	6	7	< 4 U	26	12	13	14	13	8	35	35	20	18	15	11	53	
	0.5 - 1.5'	7/23/2008	104	21	89 J*U	73	51	87	38	77	88	80	123	123	103 J*U	115	101	50	185	
BKG08	0 - 0.5'	7/21/2008	370	37	85 J*U	188	187	74	87		110	101	332	332	286 J*U	208	183	88	478	
QC04 r1110	0.5 - 1.5'	7/23/2008	11400	2280	3420 J*	1230	1830 J*	372 J*U	3310	5180	3850	1860	1210 J*	1200 J*	12300 J*	7110 J*	2380 J*	712 J*	12200 J*	
QC10 r1100	0.5 - 1.5'	7/25/2008	33300	8208	4810 J*	1540	2040 J*	3370 J*U	8230	16200	11200	2430	4800 J*U	4800 J*U	45400 J*	17400 J*	2890 J*	577 J*	30800 J*	
T01A	0 - 0.5'	7/21/2008	100	10	30 J*U	23 J*U	83	18	15	38	22	18	127	127	82 J*U	44	28	17	132	
T01B	0 - 0.5'	7/21/2008	484	22	28	10	126	53	8	7	10	22	12	12	333	87	110	84	12	
T01C	0 - 0.5'	7/21/2008	117	12	41 J*U	29 J*U	84	23	18	43	27	18	144	144	86 J*U	53	37	23	232	
T02A	0 - 0.5'	7/21/2008	4	< 2 U	< 2 U	< 2 U	1 J	< 2 U	1 J	4	3	3	3 UB	3 UB	3	4	4	4	4	
	1.5 - 3.2'	7/21/2008	2830	858 J*	323 J*	257	753 J*	1180 J*U	1120	1880	877	282	7870 J*	7870 J*	3380 J* U	1180 J*	416 J*	177 J*	4680 J*	
T02B	0 - 0.5'	7/21/2008	82	13	38 J*U	43	85	33	31	84	43	38	128	128	80 J*U	72	60	38	186	
T02C	0 - 0.5'	7/21/2008	484	28	34 J*U	16 J*U	133	31	28	28	38	101	35	35	307 J*U	70	142	82	25	
	0.5 - 1.5'	7/21/2008	475 J*	88 J*	88 J*	89 J*	282 J*	185 J*	172	414	279	125	280 J*	280 J*	475 J* U	330 J*	257 J*	111 J*	278 J*	
	1.5 - 2.5'	7/21/2008	1120	82 J*	181 J*	272	811 J*	248 J*	101	343	258	283 J*	1050 J*	1050 J*	869 J* U	1380 J* U	1780 J* U	3010 J*	1870 J*	
	3.5 - 4.5'	7/21/2008	153 J*	33 J*	31 J*	45 J*	78 J*	181 J*	53	78	71 J*	35 J*	311 J*	311 J*	184 J*	187 J*	103 J*	80 J*	334 J*	
T03A	0 - 0.5'	7/23/2008	147 J*	18 J*	63 J*	62 J*	123 J*	88 J*	102	137	88 J*	88 J*	323 J*	323 J*	133 J* U	124 J*	97 J*	51 J*	284 J*	
T03B	0 - 0.5'	7/23/2008	38	7	8	14	12	10	13	38	17	38 J*U	53	53	35 J*	25 J*	20 J*	12 J*	57	
T03C	0 - 0.5'	7/23/2008	2500	178	303 J*U	186	754	174			195	147	327 J*	327 J*	2170 J*U	1340	428	181	2880	
T04A	0 - 0.5'	7/28/2008	813	84	87 J*U	218 J*U	344	328		888	315	433 J*U	378	378	529 J*U,C	429 J*	337 J*	485 J*	810	
	1.7 - 2.8'	7/28/2008	3240	870	492	578 J*U	1730	1730		1228	440	8870	1870	1870	3680 J* U	1770 J*	808 J*	454 J*	8780	
	7.2 - 8.3'	7/28/2008	8850	2570	1880	880	1280	1280		4840	814	18080	3870	3870	15300 J*	5880 J*	1150 J*	312 J*	12280	

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WING00510058 BRRTS# : 0260000095

Sample ID	Depth	Collection Date	C1-Fluoranthene/Pyrene	C1-Fluorenes	C2-Fluorenes	C3-Fluorenes	Indeno (1,2,3-cd) Naphthalene	Naphthalene	C1-Naphthalenes	C2-Naphthalenes	C3-Naphthalenes	C4-Naphthalenes	Pyrene	Phenanthrene	C1-Phenanthrenes/Anthracenes	C2-Phenanthrenes/Anthracenes	C3-Phenanthrenes/Anthracenes	C4-Phenanthrenes/Anthracenes	Pyrene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			NS	NS	NS	NS	899	176	NS	NS	NS	NS	NS	204	NS	NS	NS	NS	185
T04B	0 - 0.5'	7/29/2008	150	57	38	33 J10	31	784	88	130	50	109 J10	280	281	147 J10	77	40	18	278
	1.5 - 2.5'	7/29/2008	4880	1080	542 J4	200	489 J4	953 J4,11	747	1870	1420	410	8880 J4	8880 J4	7120 J4,11	2830 J4	605 J4	200 J4	5380 J4
	4.5 - 5.5'	7/29/2008	878	123	65	42 J10	180	748		170	47	2800	2000	794 J4,11	228 J4	68 J4	26 J4	26 J4	1270
	6.5 - 7.5'	7/29/2008	40100	22400	6870	12800	48900 J4	140000	180000	63000	10000	28000	28000	181000	84900	13400	3290	114000	
T04C	0 - 0.5'	7/25/2008	178 J4	9 J4	11 J4	21 J4,10	118 J4	17 J4	10	77	21 J4	60 J4,10	187 J4	187 J4	79 J4	47 J4	28 J4	18 J4	248 J4
T04D	0 - 0.5'	7/29/2008	78 J4	18 J4	83 J4,10	57 J4	38 J4	32 J4	31	88	98 J4	98 J4	87 J4	87 J4	298 J4,10	63 J4	64 J4	48 J4	126 J4
T05A	0 - 0.7'	7/23/2008	407	48	89 J10	88 J10	384	143	88	100	131	344	344	250 J10	221	140	74	681	
	4.8 - 5.8'	7/23/2008	92500	28200	8840	3310	18800	78200 J4	333000		4880	20800 J4	20800 J4	128000 J4	32300 J4	8050 J4	1640 J4	138000	
	5.8 - 7.2'	7/23/2008		38800	16000	8400	18800	88200 J4		6310	24800	24800	164000 J4	49100 J4	8490 J4	2080 J4	331000		
T05B1	0 - 0.8'	7/29/2008	228	34	41	49 J10	138	88	61	81	67	384	384	178 J4,11	110 J4	73 J4	33 J4	614	
T05C2	0 - 0.7'	7/24/2008	82	11	13	27 J10	53	27	20	40	318 J10	344	344	78 J4	48 J4	28 J4	15 J4	283	
T05D	0 - 0.8'	7/24/2008	18	2 J	< 2 U	< 2 U	11	8	5	7	4	< 2 U	18 UB	10 UB	6 J4	7 J4	6 J4	5 J4	27
T05E	0 - 0.8'	7/24/2008	63	19	44 J10	48	44	38	35	84	56	84	84	74 J10	78	60	58	118	
T06A	0 - 0.8'	7/30/2008	357	58	168 J10	133 J10	373	173		612	207	478 J10	381	381	284 J10,C	257 J4	191 J4	81 J4	588
T06B	0 - 0.5'	7/28/2008	28 J4	2 J4	3 J4	< 3	23 J4	3 J4	3	6 J4	4 J4	3 J4,11	37 J4	37 J4	21 J4	14 J4	9 J4	8 J4	88 J4
T06C	0 - 0.5'	7/28/2008	41 J4	3 J4	< 2 U,11	< 2	47 J4	3 J4	3	71	11 J4	88 J4,10	21 J4	21 J4	20 J4	16 J4	9 J4	7 J4	75 J4
T07A	0 - 0.5'	7/30/2008	174	28	70	78 J10	108	90	80	118	187 J10	380	380	188 J10,C	158 J4	105 J4	57 J4	382	
T07B	0 - 0.5'	7/28/2008	48 J4	6 J4	10 J4	12 J4	28 J4	34 J4	43	58	25 J4	47 J4,10	34 J4	34 J4	22 J4	21 J4	21 J4	15 J4	78 J4
T07C	0 - 0.5'	7/28/2008	43	8	8	10	17	13	20	248	34	342 J10	23	23	14 J4	17 J4	17 J4	14 J4	44
T08A	0 - 0.5'	7/30/2008	2110	301 J8	384 J8,10	484	1300 J8	610 J8	2250	1480	885	874	2320 J8	2320 J8	1780 J4,C,8,11	1220 J4,C,8	740 J4,C,8	342 J4,C,8	2880 J8
T08B	0 - 0.5'	7/28/2008	2810	248	171	351 J10	1810	674		277	171 J10	880	880	2180	608	370	94	710	
T08C	0 - 0.5'	7/28/2008	34800	7730	3430 J4	1820	2280 J4	1380 J4	8780	14800	8780	1880	40800 J4,8	40800 J4,8	32800 J4	11300 J4	2140 J4	683 J4	21800 J4,8
T08D	0 - 0.5'	7/24/2008	9	3 J	< 3 U	< 2 U	6 UB	3 UB	3	10	7	8	14	14	7	7	7	8	18

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIHQ00510058 BRATS# : 0260000095

Sample ID	Depth	Collection Date	C1-Phenanthrenes/Pyrenes	C1-Fluorenes	C2-Fluorenes	C3-Fluorenes	Indene (1,2,3-cd) pyrene	Naphthalene	C1-Naphthalenes	C2-Naphthalenes	C3-Naphthalenes	C4-Naphthalenes	Pyrene	Phenanthrene	C1-Phenanthrenes/Anthracenes	C2-Phenanthrenes/Anthracenes	C3-Phenanthrenes/Anthracenes	C4-Phenanthrenes/Anthracenes	Pyrene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			NS	NS	NS	NS	880	170	NS	NS	NS	NS	NS	204	NS	NS	NS	NS	165
T08D1	0 - 0.5'	7/29/2008	81	19	35 JTB	39 JTB	54	84	84	388	87	385 JTB	134	134	83 JTB,C	88 JC	83 JC	28 JC	NS
T08E	0 - 0.5'	7/24/2008	132	24	63 JTB	65	78	48	43		77	89	180	180	160 JTB	114	105	83	208
T08A	0 - 0.5'	7/28/2008	10800	1500	983	632 JTB	1100	2800			2080	658	11600	11600	6360 JC	3850 JC	1220 JC	388 JC	10200
T08B	0 - 0.5'	7/25/2008	109 JH	17 JH	4.3 JH	4.3	78 JH	10 JH	11	88	31 JH	48 JH,TD	147 JH	147 JH	96 JH,TD	42 JH	18 JH	10 JH	228 JH
T09C	0 - 0.5'	7/25/2008	53 JH	8 JH	18 JH	18 JH	31 JH	14 JH	13	87	25 JH	83 JH,TD	83 JH	83 JH	40 JH,TD	28 JH	20 JH	13 JH	90 JH
T09D	0 - 0.5'	7/24/2008	89 J5	31 J5	88 J5,TD	84 J5	21 J5	27 J5	47	127	106	78 J5	85 J5	85 J5	108 J5,TD	89 J5	98 J5	33 J5	80 J5
T10A	0 - 0.5'	7/29/2008	2800	285 JH	188 JH	122	873 JH	278 JH,C,H	628	883	372	304	2410 JH	2410 JH	2150 JH	945 JH	222 JH	80 JH	3280 JH
T10B	0 - 0.5'	7/29/2008	218 JH	78 JH	138 JH	107	73 JH	85 JH,C,H	111	288	287	218	288 JH	288 JH	288 JH,TD	222 JH	144 JH	72 JH	304 JH
T10C	0 - 0.5'	7/25/2008	828 JH	271 JH	154 JH	88 JH	188 JH	278 JH,C,H	489	748	428	118	1880 JH	1880 JH	1160 JH	521 JH	170 JH	86 JH	1180 JH
	0.5 - 1.5'	7/25/2008	42700	14700	8670	2240	2880	11800					2800	2800	88800	21800	4110	908	44100
	1.5 - 2.7'	7/23/2008	42100	11500	8880	1740	2810	20800					2180	21300	89700	18400	4050	858	24800
T10D	0 - 0.7'	7/24/2008	138	71	85 JTB	103	88	118			400	836 JTB	220	220	208 JTB	165	112	55	228
T11A	0 - 0.5'	7/22/2008	32	5	7	12	11	7	8		20	157 JTB	31	31	21 JC	20 JC	18 JC	11 JC	83
	1.5 - 2.7'	7/22/2008	30800	3720	3110 J8	2080	12188 J8	2180 J8	3730	8130	4560	2100	84800 J8	84800 J8	28800 J8	12200 J8	8630 J8	5840 J8	83800 J8
T11B	0 - 0.5'	7/23/2008	34200	8880	4230	2920	4430	1800			2560	80800 J	80800 J	41800 JC	15800 JC	3540 JC	1080 JC	28180 J	
T11C	0 - 0.5'	7/23/2008	1020	382	257 JTB	188	348	1620			718	234	2770	2770	1650 JTB	728	388	142	1720
	0.5 - 1.5'	7/23/2008	14700	3780	3970	2010	2210	1180			8830	2740	21200	21200	18800	10800	3840	2180	18800
T11D	0 - 0.2'	7/23/2008	87	18	39 JTB	50	53	35	80	88	88	84	81	81	87 JTB	88	88	43	137
	0.2 - 2.3'	7/23/2008	1200	688 JH	173 JH	88 JH	123 JH	834 JH,C,H	3310	2880	877	187	2120 JH	2120 JH	2980 JH	865 JH	162 JH	53 JH	1880 JH
	2.3 - 3.8'	7/23/2008	32400	13100	4820	1480	22100				6480	21800	21800	184000	51800	9280	1740	12800	
	3.8 - 8.4'	7/23/2008	28400	8830	3580	1680	13300				4160	27200	27200	141800	33300	8780	1480	14800	
T11E	0 - 0.5'	7/28/2008	238	87	84	188 JTB	185	88			918	181	884 JTB	818	818	203 JC,TD	158 JC	183 JC	73 JC
T12A	0 - 0.5'	7/22/2008	880	28	88	378 JTB	887	45	38	87	80	82 JTB	1220	1220	322 JC	588 JC	783 JC	657 JC	1880

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058 BARTS# : 026000095

Sample ID	Depth	Collection Date	Cl-Fluoranthene/Pyrene	Fl-Fluorene	Co-Fluorene	Co-Fluorene	Indeno (1,2,3-cd)pyrene	Naph-thalene	Cl-Naph-thalene	Cl-Naph-thalene	Cl-Naph-thalene	Cl-Naph-thalene	Cl-Naph-thalene	Pyrene	Phenanthrene	Cl-Phenanthrene/Anthracene	Cl-Phenanthrene/Anthracene	Cl-Phenanthrene/Anthracene	Cl-Phenanthrene/Anthracene	Pyrene
<b>Sediment Screening Benchmarks</b>																				
<b>Benchmarks</b>			NS	NS	NS	NS	800	170	NS	NS	NS	NS	NS	204	NS	NS	NS	NS	NS	193
T12B	0 - 0.5'	7/22/2008	4500	277	298	312 J <sub>10</sub>	2400	123	59		280	175	6300	6300	2910	1420	510	153	8870	
	0.5 - 1.7'	7/22/2008	6320	1478	861 J <sub>1,5</sub>	655	2020 J <sub>1,5</sub>	1000 J <sub>1,5</sub>	635	1830	1800	810	6800 J <sub>1,5</sub>	6800 J <sub>1,5</sub>	6690 J <sub>1,5</sub>	4670 J <sub>1,5</sub>	1470 J <sub>1,5</sub>	546 J <sub>1,5</sub>	8180 J <sub>1,5</sub>	
	2.5 - 3.9'	7/22/2008	4980	1280	806	433	2400	2630		1620	629		22100	22100	6360	2630	1220	1250	52300	
T12C	0 - 0.5'	7/22/2008	521	52	64	108 J <sub>10</sub>	356	55	67		85	66	1010	1010	378 J <sub>10</sub>	189	100	48	1360	
	2.7 - 3.9'	7/22/2008	7960	3030	1150	410	1010	9780		4630	743		22000	22000	12600	3670	780	264	9880	
	3.8 - 4.9'	7/22/2008	80600	16300	7020	2810	8800	83300		3140			125000	125000	63000	25900	4520	1100	66800	
T12D	0 - 0.5'	7/22/2008	37	0	17 J <sub>10</sub>	< 3 U	38	28	42	78	40	19	48	48	22 J <sub>10</sub>	15 J <sub>10</sub>	13 J <sub>10</sub>	8 J <sub>10</sub>	82	
T13A	0 - 0.5'	7/22/2008	27	< 5 U	< 5 U	< 5 U	20	8	5 J	8	8	8	30	30	13	12	10	8	65	
T13B	0 - 0.5'	7/22/2008	56	10	28 J <sub>10</sub>	40	31	18	20	48	32	29	54	54	50 J <sub>10</sub>	60	70	48	81	
T13C	0 - 0.5'	7/22/2008	1100	204	145	82	248	173			380	141	1520	1520	1250	517	180	48	1190	
T14A	0 - 0.5'	7/22/2008	193 J <sub>5</sub>	50 J <sub>5</sub>	160 J <sub>5,10</sub>	181	80 J <sub>5</sub>	107 J <sub>5</sub>	172	260	203	100	258 J <sub>5</sub>	258 J <sub>5</sub>	244 J <sub>5,10</sub>	257 J <sub>5</sub>	310 J <sub>5</sub>	125 J <sub>5</sub>	203 J <sub>5</sub>	
T14B	0 - 0.5'	7/28/2008	90	28	24 J <sub>10</sub>	20	46	27	63		88	38 J <sub>10</sub>	175	175	112 J <sub>10,C</sub>	51 J <sub>10</sub>	22 J <sub>10</sub>	16 J <sub>10</sub>	153	
T14C	0 - 0.5'	7/28/2008	40	5	7	< 3 U	48	30	17	148	28	168 J <sub>10</sub>	65	65	26 J <sub>10</sub>	18 J <sub>10</sub>	9 J <sub>10</sub>	6 J <sub>10</sub>	80	
T15A	0 - 0.5'	7/22/2008	73	10	27 J <sub>10</sub>	< 3 U	10	13	9	60	13	88 J <sub>10</sub>	18	18	42 J <sub>10</sub>	27	9	4	160	
T15B	0 - 0.5'	7/24/2008	142	14	41 J <sub>10</sub>	35 J <sub>10</sub>	126	24	21	78	33	24	188	188	104 J <sub>10</sub>	57	38	25	218	
T15C	0 - 0.5'	7/24/2008	170	19	48 J <sub>10</sub>	47 J <sub>10</sub>	144	28	34		68	35	243	243	152 J <sub>10</sub>	77	52	33	278	
T16A	0 - 0.75'	7/22/2008	618	80	57	44 J <sub>10</sub>	280	130	93	83	78	58	670	670	437	243	81	27	834	
T16B	0 - 0.5'	7/24/2008	104	10	31 J <sub>10</sub>	19 J <sub>10</sub>	87	21	21	67	22	15	125	125	62 J <sub>10</sub>	46	29	18	216	
T16C	0 - 0.5'	7/24/2008	30	11	14 J <sub>10</sub>	18	22	33	53	60	62	28	80	80	28	22	16	11	68	
T17A	0 - 0.5'	7/28/2008	19000	605 J <sub>5</sub>	640 J <sub>5</sub>	3020	18100 J <sub>5</sub>	1180 J <sub>5</sub>	1440	1970	700	648	67800 J <sub>5</sub>	67800 J <sub>5</sub>	7760 J <sub>5</sub>	2410 J <sub>5</sub>	1080 J <sub>5</sub>	378 J <sub>5</sub>	58000 J <sub>5</sub>	
T17B	0 - 0.5'	7/28/2008	184	38	88 J <sub>10</sub>	58	85	132	95		83	68	278	278	209 J <sub>10</sub>	182 J <sub>10</sub>	77 J <sub>10</sub>	38 J <sub>10</sub>	281	
T17C	0 - 0.5'	7/28/2008	102	14	21 J <sub>10</sub>	24 J <sub>10</sub>	78	21	23	58	28	33	180	180	114 J <sub>10,C</sub>	48 J <sub>10</sub>	36 J <sub>10</sub>	23 J <sub>10</sub>	282	



# Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: WIN000510058 BRRYS#: 0260000095

Sample ID	Depth	Collection Date	C1-Fluoranthene/Pyrene	C1-Fluorene	C2-Fluorene	C2-Fluorene	Indeno (1,2,3-cd)pyrene	Naphthalene	C1-Naphthalene	C2-Naphthalene	C2-Naphthalene	C1-Naphthalene	Pyrene	Phenanthrene	C1-Phenanthrene/Antracene	C2-Phenanthrene/Antracene	C2-Phenanthrene/Antracene	C1-Phenanthrene/Antracene	Pyrene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			NS	NS	NS	NS	599	179	NS	NS	NS	NS	NS	204	NS	NS	NS	NS	195
T18A	0 - 0.5'	7/30/2008	85 JH	9 JH	23 JH, *D	21 JH, *D	35 JH	17 JH,C	14	88	23	78	87 JH	87 JH	88 JH, *D	48 JH	33 JH	19 JH	138 JH
T18B	0 - 0.5'	7/30/2008	17 JH	3 JH	4 JH	4 JH	4 JH	4 JH,C	3	18	6 JH,C	18	6 UUB,H	6 UUB,H	8 JH	8 JH	10 JH	10 JH	11 JH
T18C	0 - 0.7'	7/28/2008	55 JH,S	22 JH,S	68 JH,S, *D	84 JH,S	20 JH,S	25 JH,S,C	32	118 JH,S	84	134 JH,S	78 JH,S	78 JH,S	88 JH,S, *D	88 JH,S	88 JH,S	43 JH,S	100 JH,S

Notes: See figures for sample locations.  
 1) Parameters that attain or exceed a Sediment Screening Benchmark are identified in bold and underlined.  
 2) The hierarchy for the Sediment Benchmarks is provided on Table 14 - Sediment Screening Benchmark Values.  
 3) Depth reflects core correction for fine-grained borings.  
 <2.0: Parameter not detected above the Limit of Detection indicated.  
 NS: Sediment Quality Guideline Value has not been established for this parameter.  
 Quilthers (J, M, R, etc): Analyte result has been qualified by data validator, see validation report for additional information.  
 -: Analysis not performed.  
 QC: Quality Control duplicate sample.



Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-Camp Marina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA#: W1000510058 BRRTS#: 0260000095

Sample ID	Depth	Collection Date	Acenaphthene	Acenaphthylene	Acenaphthene	Benzo(a)anthracene	Chrysene	Fluorene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(e)pyrene	Benzo(a)pyrene	Benzo(a)anthracene	Benzo(a)anthracene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			308	385	57.2	108	NS	NS	NS	NS	190	NS	785	882	791	168	33	423	77.4
BKG06	0 - 0.5'	7/22/2008	12	10	38	84	44	44	34	33	58	48	82	40	51	70	10	151	17
BKG07	0 - 0.5'	7/22/2008	6	4 J	15	33	21	22	24	< 4 U	27	28	26	22	28	33	5	70	8
	0.5 - 1.5'	7/22/2008	28	17	37	84	74	78	83	83	71	71	58	58	88	14	179	23	
BKG08	0 - 0.5'	7/21/2008	27	41	108	241	283	238	124	34	260	184	220	159	210	281	29	817	42
QC04 (7/14/08)	0.5 - 1.5'	7/23/2008	2389 JH	1070 JH	4180 JH	8310 JH	6700 JH	1820 JH	818 JH	281 JH	4640 JH	2450 JH	2110 JH	2220 JH	2810 JH	8050 JH	680 JH	8340 JH	2080 JH
QC10 (7/14/08)	0.5 - 1.5'	7/25/2008	3510 JH	1100 JH	24700 JH	9900 JH	7300 JH	2200 JH	477 JH	224 JH	6320 JH	2820 JH	2380 JH	1810 JH	2780 JH	8720 JH	688 JH	24200 JH	10200 JH
T01A	0 - 0.5'	7/21/2008	12	12	32	81	70	35	27	38	119	92	124	80	111	128	18	247	18
T01B	0 - 0.5'	7/21/2008	14	18	8	278	188	204	83	42	170	171	28	117	21	127	31	25	52
T01C	0 - 0.5'	7/21/2008	18	17	38	100	85	44	27	33	108	97	127	82	117	143	28	278	18
T02A	0 - 0.5'	7/21/2008	< 2 U	< 2 U	< 2 U	1 J	2	4	< 2 U	< 2 U	1 J	1 J	2 J	2	2 J	2	< 2 U	4	1 J
	1.5 - 3.5'	7/21/2008	2350 JH	350 JH	3220 JH	1050 JH	872 JH	288 JH	148 JH	112 JH	1500 JH	893 JH	893 JH	732 JH	1820 JH	1810 JH	192 JH	2890 JH	2320 JH
T02B	0 - 0.5'	7/21/2008	10	14	38	84	78	87	42	34	81	73	80	87	85	113	18	213	18
T02C	0 - 0.5'	7/21/2008	53	95	43	204	188	220	87	45	172	173	28	120	23	157	31	40	20
	0.5 - 1.5'	7/21/2008	93 JH	88 JH	238 JH	245 JH	217 JH	124 JH	83 JH	87 JH	288 JH	871 JH	284 JH	280 JH	244 JH	287 JH	80 JH	178 JH	81 JH
	1.5 - 2.5'	7/21/2008	133 JH	100 JH	221 JH	834 JH	1280 JH	1010 JH	831 JH	681 JH	820 JH	83 JH	843 JH	680 JH	622 JH	983 JH	282 JH	1840 JH	181 JH
	3.5 - 4.5'	7/21/2008	44 JH	24 JH	78 JH	128 JH	83 JH	81 JH	33 JH	< 3 UAH	124 JH	225 JH	88 JH	77 JH	95 JH	141 JH	18 JH	320 JH	45 JH
T03A	0 - 0.5'	7/23/2008	22 JH	38 JH	64 JH	128 JH	88 JH	88 JH	48 JH	38 JH	184 JH	124 JH	181 JH	123 JH	132 JH	187 JH	31 JH	328 JH	28 JH
T03B	0 - 0.5'	7/23/2008	18	4	18 JC	22	18	18	14	< 3 U	18	18	18	13	17	25	3 J	85	12
T03C	0 - 0.5'	7/23/2008	127	250	837	1240	1830	1050	681	220	1450	874	885	788	808	1220	211	2180	128
T04A	0 - 0.5'	7/28/2008	180	186	207 JC	489	288	174	102	78	472	240	442	325	422	524	80 JC	872	75
	1.7 - 2.8'	7/28/2008	2840	821	2040 JC	3740	1280	877	348	280	2380	1710	2220	1880	2200	2770	621	8420	1840
	7.2 - 8.5'	7/28/2008	18800	1180	8810 JC	4880	2880	1820	288	280	3200	1810	1780	1410	2000	2880	372	10800	8410

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058

BRRS# : 0260000095

Sample ID	Depth	Collection Date	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	CI-Benz(a)anthracene/Chrysenes	C2-Benz(a)anthracene/Chrysenes	C3-Benz(a)anthracene/Chrysenes	C4-Benz(a)anthracene/Chrysenes	Benzo(e)pyrene	Benzo(b)pyrene	Benzo(k)fluoranthene	Benzo(g,h,i)perylene	Benzo(i)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			398	383	57.2	108	NS	NS	NS	NS	150	NS	768	832	791	168	33	423	77.4
T04B	0 - 0.5'	7/28/2008	63	21	133	85	43	25	27	13	59	43	43	32	45	57	9 UB	389	109
	1.5 - 2.5'	7/28/2008	1850 JH	308 JH	3280 JH	1795 JH	1280 JH	478 JH	183 JH	113 JH	1180 JH	858 JH	708 JH	443 JH	831 JH	1383 JH	168 JH	2880 JH	1240 JH
	4.5 - 5.5'	7/28/2008	890	68	838 JC	438	178	52	24	30	377	188	185	159	242	377	38	1040	493
	6.5 - 7.5'	7/28/2008	10800	3300	15700	8300	3320	1370	285	388	3280	1450	3720	1330	2180	4420	385	3750	7750
T04C	0 - 0.5'	7/25/2008	29 JH	10 JH	59 JH	187 JH	84 JH	38 JH	24 JH	24 JH	187 JH	114 JH	183 JH	108 JH	180 JH	201 JH	29 JH	428 JH	18 JH
T04D	0 - 0.5'	7/28/2008	11 JH	12 JH	28 JH	51 JH	40 JH	27 JH	29 JH	< 4 UH	51 JH	43 JH	50 JH	41 JH	48 JH	84 JH	5 JH	127 JH	14 JH
T05A	0 - 0.7'	7/28/2008	44	131	128	278	281	287 JH	102	78	452	332	416	388	387	481	87	712	50
	4.8 - 5.9'	7/23/2008	22800	11400	118000 JC-3	4780	2120	8120	1820	1180	2830	1740	2800	1800	24700	33200	4240	12800	112800
	5.9 - 7.2'	7/23/2008	18700	12800	138000 JC	4380	2820	8820	2020	1180	2820	1840	2940	1440	24700	38200	4810	18700	9800
T05B1	0 - 0.8'	7/25/2008	68	24	138 JC	212	118	78	84	28	203	141	179	131	172	222	37	482	78
T05C2	0 - 0.7'	7/24/2008	24	10	78 JC	102	45	42	22	29	83	63	77	54	74	104	12	328	32
T05D	0 - 0.8'	7/24/2008	2 J	3	5 UH,C	15	10	18	15	< 2 U	13	17	14	18	12	18	4 UB	31	3 UB
T05E	0 - 0.5'	7/24/2008	7	12	20	56	147	182 JH	50	43	60	55	60	55	82	11	132	15	
T06A	0 - 0.5'	7/30/2008	62	172	131 JC	282	378	238	148	108	384	272	322	276	291	348	58 JC	884	64
T06B	0 - 0.5'	7/28/2008	2 JH	5 JH	11 JH	49 JH	19 JH	21 JH	19 JH	21 JH	45 JH	33 JH	39 JH	27 JH	38 JH	48 JH	7 JH	189 JH	3 JH
T06C	0 - 0.5'	7/25/2008	2 JH	8 JH	13 JH	53 JH	28 JH	22 JH	18 JH	20 JH	58 JH	48 JH	51 JH	53 JH	51 JH	52 JH	13 JH	83 JH	4 JH
T07A	0 - 0.5'	7/30/2008	35	51	73 JC	127	148	170	85	81	130	118	142	112	138	178	24 JC	244	47
T07B	0 - 0.5'	7/28/2008	12 JH	5 JH	8 JH	30 JH	21 JH	29 JH	27 JH	27 JH	38 JH	30 JH	33 JH	30 JH	27 JH	38 JH	5 JH	89 JH	8 JH
T07C	0 - 0.5'	7/28/2008	18	5	10 JC	19	23	38	31	32	22	27	20	24	17	27	5 UB	48	13
T08A	0 - 0.5'	7/30/2008	1480 JH	853 JH	783 JC-8	1680 JH	1080 JH	478 JH	203 JH	183 JH	1080 JH	1100 JH	1320 JH	1870 JH	1280 JH	1920 JH	278 JC-8	3780 JH	701 JH
T08B	0 - 0.5'	7/29/2008	1180	47	2440	2480	871	288	187	128	2188	1720	2820	1880	2618	3178	428	8310	1180
T08C	0 - 0.5'	7/25/2008	890 JH	888 JH	2220 JH-8	8188 JH	8180 JH	2830 JH	668 JH	338 JH	2880 JH	2880 JH	3220 JH	2810 JH	3780 JH	7188 JH	887 JH	18180 JH-8	9820 JH
T08D	0 - 0.5'	7/24/2008	< 3 U	< 3 U	5 UB	8 UB	8	< 3 U	< 3 U	< 3 U	7 UB	6 UB	7 UB	6 UB	8 UB	10 UB	< 3 U	19	5 UB

Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058 BRRTS# : 0260000095

Sample ID	Depth	Collection Date	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Cl-Benzo(a)anthracene/Chrysene	Cl-Benzo(a)anthracene/Chrysene	Cl-Benzo(a)anthracene/Chrysene	Cl-Benzo(a)anthracene/Chrysene	Benzo(a)pyrene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			300	305	57.2	100	NS	NS	NS	NS	150	NS	700	802	701	100	35	423	77.4
T12B	0 - 0.8'	7/22/2008	100	283	2670	1520	1820	170	320	228	1520	2020	4220	2240	4140	4280	793	19000	188
	0.8 - 1.7'	7/22/2008	1000 JLA	808 JLA	4180 JLA	6010 JLA	3080 JLA	1230 JLA	608 JLA	187 JLA	3080 JLA	1120 JLA	3700 JLA	1010 JLA	2020 JLA	4630 JLA	808 JLA	2410 JLA	1310 JLA
	2.8 - 3.8'	7/22/2008	10200	629	7380	3800	2100	628	420	201	8700	2810	4180	3070	4810	728	16800	8010	
T12C	0 - 0.8'	7/22/2008	80	44	278	873	240	132	71	80	280	288	487	330	485	808	83	1300	114
	2.7 - 3.8'	7/22/2008	11100	827	8170	3210	2800	681	171	138	2420	1140	1820	832	1870	2810	213	7208	7280
	3.8 - 4.8'	7/22/2008	84000	3280	68000	28000	14700	4340	828	814	18000	8740	3040	8800	10700	22000	2110	52100	46000
T12D	0 - 0.8'	7/22/2008	8 UB	5 UB	13 JC	38	27	18	15	< 3 U	43	38	45	37	40	48	8 UB	103	8 UB
T13A	0 - 0.5'	7/22/2008	< 5 U	< 5 U	8	18	13	18	< 6 U	< 6 U	27	23	28	21	28	33	4 J	84	4 J
T13B	0 - 0.8'	7/22/2008	8	8	14	38	101	84	23	28	41	37	44	33	38	58	7	88	10
T13C	0 - 0.8'	7/22/2008	848	112	722	604	608	188	87	61	627	280	327	220	244	828	87	878	488
T14A	0 - 0.8'	7/22/2008	128 JB	30 JB	70 JB	121 JB	108 JB	80 JB	87 JB	48 JB	131 JB	108 JB	132 JB	88 JB	118 JB	180 JB	25 JB	305 JB	82 JB
T14B	0 - 0.8'	7/28/2008	91	0 UB	81 JC	58	43	31	25	28	81	51	81	48	60	75	8 JC	170	45
T14C	0 - 0.5'	7/28/2008	8 UB	28	28 JC	65	28	17	15	< 3 U	50	47	58	40	53	64	11 JC	114	10 UB
T15A	0 - 0.8'	7/23/2008	10	8	12	38	12	7	< 2 U	< 2 U	18	11	14	8 UB	14	32	2	148	7
T15B	0 - 0.8'	7/24/2008	23	18	48	128	80	67	33	28	188	128	182	128	144	182	27	387	24
T16C	0 - 0.5'	7/24/2008	18	18	58	172	100	58	42	31	188	164	185	138	172	220	24	472	28
T16A	0 - 0.75'	7/23/2008	58	181	188	801	228	88	37	28	688	280	385	247	358	684	88	823	81
T16B	0 - 0.8'	7/24/2008	14	14	30	82	58	33	23	< 4 U	108	88	118	85	104	130	18	282	17
T16C	0 - 0.8'	7/24/2008	5	4	10	24	22	32	28	28	28	30	28	31	23	30	4 UB	71	8
T17A	0 - 0.5'	7/29/2008	7780 JB	631 JB	18000 JC JB	38800 JB	8110 JB	1800 JB	833 JB	671 JB	28000 JB	18700 JB	28800 JB	17400 JB	24200 JB	31400 JB	6880 JB JB	78400 JB	7280 JB
T17B	0 - 0.5'	7/29/2008	54	23	82 JC	138	130	111	71	50	130	100	122	83	114	164	21 JC	313	50
T17C	0 - 0.5'	7/29/2008	15	15	47 JC	107	84	38	24	32	111	83	102	82	93	127	22 JC	318	20

# Table B-3 PAH SEDIMENT ANALYTICAL RESULTS (Continued)

1665 Wisconsin Public Service Corp., WPSC-CampMarina Sediment Remediation, Sheboygan, WI  
 732 Water Street, Sheboygan, Wisconsin  
 USEPA# : WIN000510058 BRATS# : 0260000095

Sample ID	Depth	Collection Date	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	CI-Benzo(a)anthracene/Chrysenes	C2-Benzo(a)anthracene/Chrysenes	C3-Benzo(a)anthracene/Chrysenes	Benzo(e)pyrene	Benzo(k)pyrene	Benzo(b)fluoranthene	Benzo(g,h,i)perylene	Benzo(k)fluoranthene	Chrysenes	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	
<b>Sediment Screening Benchmarks</b>																			
<b>Benchmarks</b>			396	363	57.2	168	NS	NS	NS	NS	150	NS	789	882	791	190	33	423	77.4
T18A	0 - 0.5'	7/30/2008	15.0H	12.0H	32.0H	64.0H	49.0H	30.0H	18.0H	< 2.0H	58.0H	28.0H	46.0H	34.0H	81.0H	75.0H	9.0H,C	148.0H	13.0H
T18B	0 - 0.5'	7/30/2008	1.0H	2.0H	2.0H	4.0H	12.0H	17.0H	14.0H	< 3.0H	6.0H	10.0H	4.0H	8.0H	4.0H	7.0H	< 3.0H,C	12.0H	2.0H
T18C	0 - 0.7'	7/28/2008	14.0H,S	11.0H,S	27.0H,S	45.0H,S	34.0H,S	25.0H,S	31.0H,S	< 6.0H	41.0H,S	31.0H,S	39.0H,S	31.0H,S	40.0H,S	50.0H,S	9.0H,S,C	114.0H,S	17.0H,S

Notes See figures for sample locations.

- 1) Parameters that set or exceed a Sediment Screening Benchmark are identified in bold and underlined.
  - 2) The Hierarchy for the Sediment Benchmarks is provided on Table 14 - Sediment Screening Benchmark Values
  - 3) Depth reflects core correction for fine-grained borings.
- <2.0 : Parameter not detected above the Limit of Detection indicated.  
 NS : Sediment Quality Guideline Value has not been established for this parameter.  
 Qualifiers (J, N, R, etc.): Analyte result has been qualified by data validator, see validation report for additional information.  
 -: Analysis not performed.  
 CC: Quality Control duplicate sample.

**ATTACHMENT 1 - ADMINISTRATIVE RECORD INDEX**

**U.S. ENVIRONMENTAL PROTECTION AGENCY  
REMEDIAL ACTION**

**ADMINISTRATIVE RECORD  
FOR  
WPSC CAMPMARINA MGP SITE  
SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN**

**ORIGINAL  
FEBRUARY 16, 2011**

<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGES</u>
1	06/30/92	Simon Hydro-Search	Wisconsin Public Service Corporation	Phase I Environmental Investigation Report for Manufactured Gas Plant Site (SDMS ID: 278256)	69
2	06/28/96	Natural Resource Technology, Inc.	Wisconsin Public Service Corporation	Phase II Environmental Investigation Report for Former Manufactured Gas Plant Site (SDMS ID: 277986)	210
3	11/10/98	Natural Resources Technology, Inc.	Wisconsin Public Service Corporation	Sediment Investigation Report for the Former Manufactured Gas Plant Site (SDMS ID: 277993)	190
4	02/28/03	Natural Resource Technology, Inc.	Wisconsin Public Service Corporation	Phase I and II Remedy Documentation Report for the Campmarina Former Coal Gas Facility: Volume 1 of 2 (Text, Tables, Figures and Appendices A-D (SDMS ID: 277983)	438
5	02/28/03	Natural Resource Technology, Inc.	Wisconsin Public Service Corporation	Phase I and II Remedy Documentation Report for the Campmarina Former Coal Gas Facility: Volume 2 of 2 (Appendices E-Y (SDMS ID: 277984)	1007
6	07/09/04	Natural Resource Technology, Inc.	Wisconsin Public Service Corporation	Remedial Investigation/ Feasibility Study Work Plan for the Campmarina Former Manufactured Gas Plant Site (SDMS ID: 277991)	374
7	02/05/07	Nagle, R., U.S. EPA	Lawniczak, C., Wisconsin Public Service Corporation	Letter Forwarding Attached January 26, 2007 Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study for the WPSC Campmarina MGB Site (SDMS ID: 266126)	79



<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGES</u>
8	03/22/07	Natural Resource Technology, Inc.	Wisconsin Public Services Corporation	River Operable Unit Technical Letter Report for Campmarina Former Manufactured Gas Plant (SDMS ID: 630633)	56
9	04/00/07	U.S. EPA	File	Community Involvement Plan for the Wpsc Campmarina MGP Site (SDMS ID: 360637)	9
10	04/10/07	Natural Resource Technology, Inc. and Exponent	Wisconsin Public Service Corporation	Multi-Risk Assessment Framework for RI/FS at Wpsc's Former Manufactured Gas Plant Sites (SDMS ID: 360631)	91
11	08/02/07	Integrlys	File	Multi-Site Health and Safety Plan for the Former Manufactured Gas Plant Sites (SDMS ID: 360622)	69
12	08/05/07	Kelley, M., Burns & McDonnell	Logan, M. & T. Prendiville, U.S. EPA	Letter Forwarding Attached Multi-Site Conceptual Site Model for the Former Manufactured Gas Plant Sites (SDMS ID: 360624)	31
13	09/04/07	Integrlys Business Support	Wisconsin Public Service Corporation, Peoples Gas Light and Coke Company, North Shore Gas Company	Multi-Site Quality Assurance Project Plan for Former Manufactured Gas Plant Sites: Volume 1 of 2 (SDMS ID: 360616)	1576
14	09/04/07	Integrlys Business Support	Wisconsin Public Service Corporation, Peoples Gas Light and Coke Company, North Shore Gas Company	Multi-Site Quality Assurance Project Plan for Former Manufactured Gas Plant Sites: Volume 2 of 2 (SDMS ID: 360617)	1407
15	09/17/07	WDNR	Wisconsin Public Service Corporation	Preliminary Assessment Report for Wisconsin Public Service Corporation Camp Marina Former Manufactured Gas Plant (SDMS ID: 296276)	50

<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGES</u>
16	02/20/08	Integrays Business Support	Wisconsin Public Service Corporation, Peoples Gas Light and Coke Company, North Shore Gas Company	Multi-Site Field Sampling Plan for Former Manufactured Gas Plant Sites (SDMS ID: 360619)	486
17	07/00/08	Environmental Chemistry Consulting Services, Inc.	Kahler, J., Natural Resource Technology, Inc.	Remedial Investigation Report for the River Operable Unit at the WPSC Campmarina MGP Site: Appendix G Analytical Report (SDMS ID: 360971)	13482
18	07/00/08	Environmental Chemistry Consulting Services, Inc.	Kahler, J., Natural Resource Technology, Inc.	Remedial Investigation Report for the River Operable Unit at the WPSC Campmarina MGP Site: Appendix G Analytical Report (SDMS ID: 360972)	10560
19	08/18/08	Young, K., TestAmerica	Kahler, J., Natural Resource Technology, Inc.	Remedial Investigation Report for the River Operable Unit at the WPSC Campmarina MGP Site: Appendix G Extended Data Package (SDMS ID: 360970)	20904
20	12/11/08	Kahler, J. & R. Weber, Natural Resource Technology, Inc.	Valentin, P., U.S. EPA	Letter Forwarding Attached Remedial In- vestigation/Feasibility Study Work Plan (SDMS ID: 360627)	244
21	07/29/09	Natural Resource Technology, Inc.	Integrays Business Support	Remedial Investigation Report for the River Operable Unit at the WPSC's Sheboygan-Camp- marina Former Manufac- tured Gas Plant (SDMS ID: 360630)	3381

## **ATTACHMENT 2 – Environmental Justice Analysis**

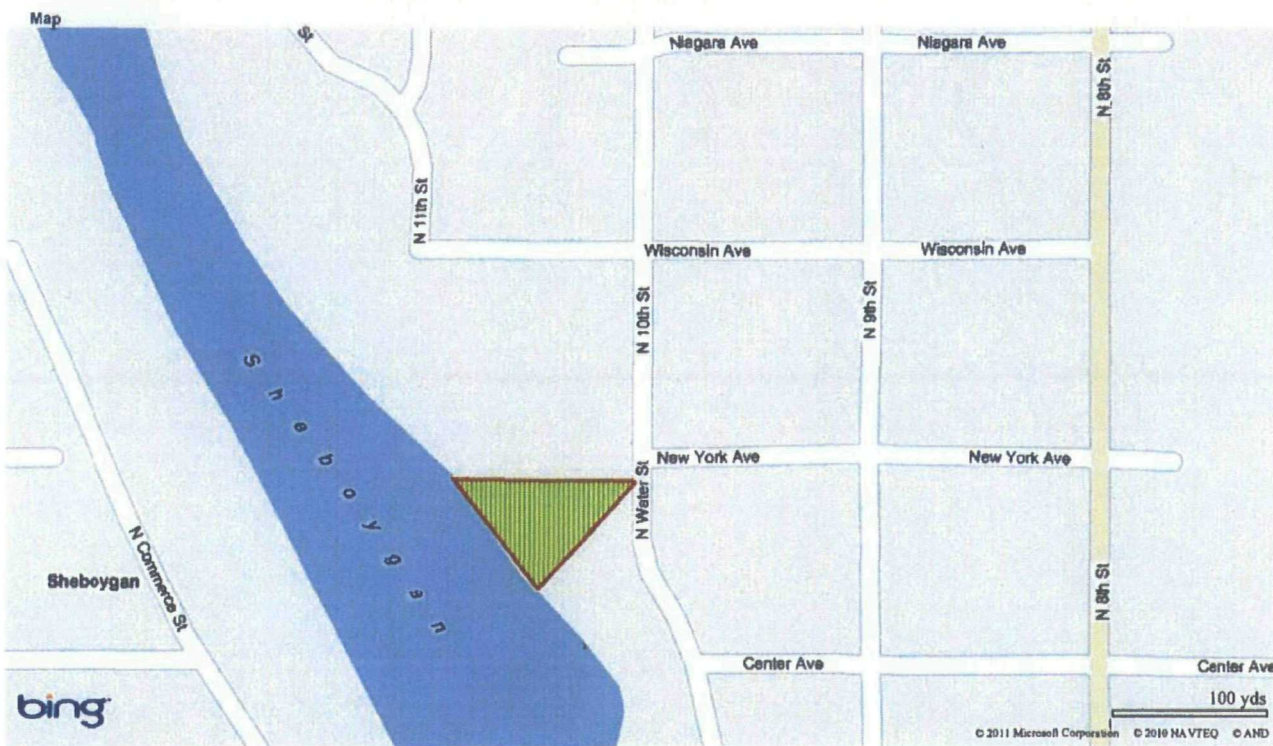
[Jump to main content.](#)



Region 5 EJAssist Analysis

Local Navigation

- [Close Window](#)



Area of digitized polygon 0.00 sq mi

Eco

[Within a Great Lakes Area of Concern?](#) **yes**

[Within a NWI Wetland?](#) **click here**  
*May take several minutes*

Demog

[Within 1 miles of Census Tracts designated as a high-priority area of potential environmental justice concern?](#) **no**

[Within Tribal Land?](#) **no**

Facility

[Within .25 miles of a RCRA 2020 facility?](#) **yes**

[Within 1 miles of a Nuclear Power Plant?](#) **no**

[Within 1 miles of an Electric Power Plant?](#) **no**

[Download XML](#)      [Environmental Justice Analysis](#)

## **APPENDIX B**

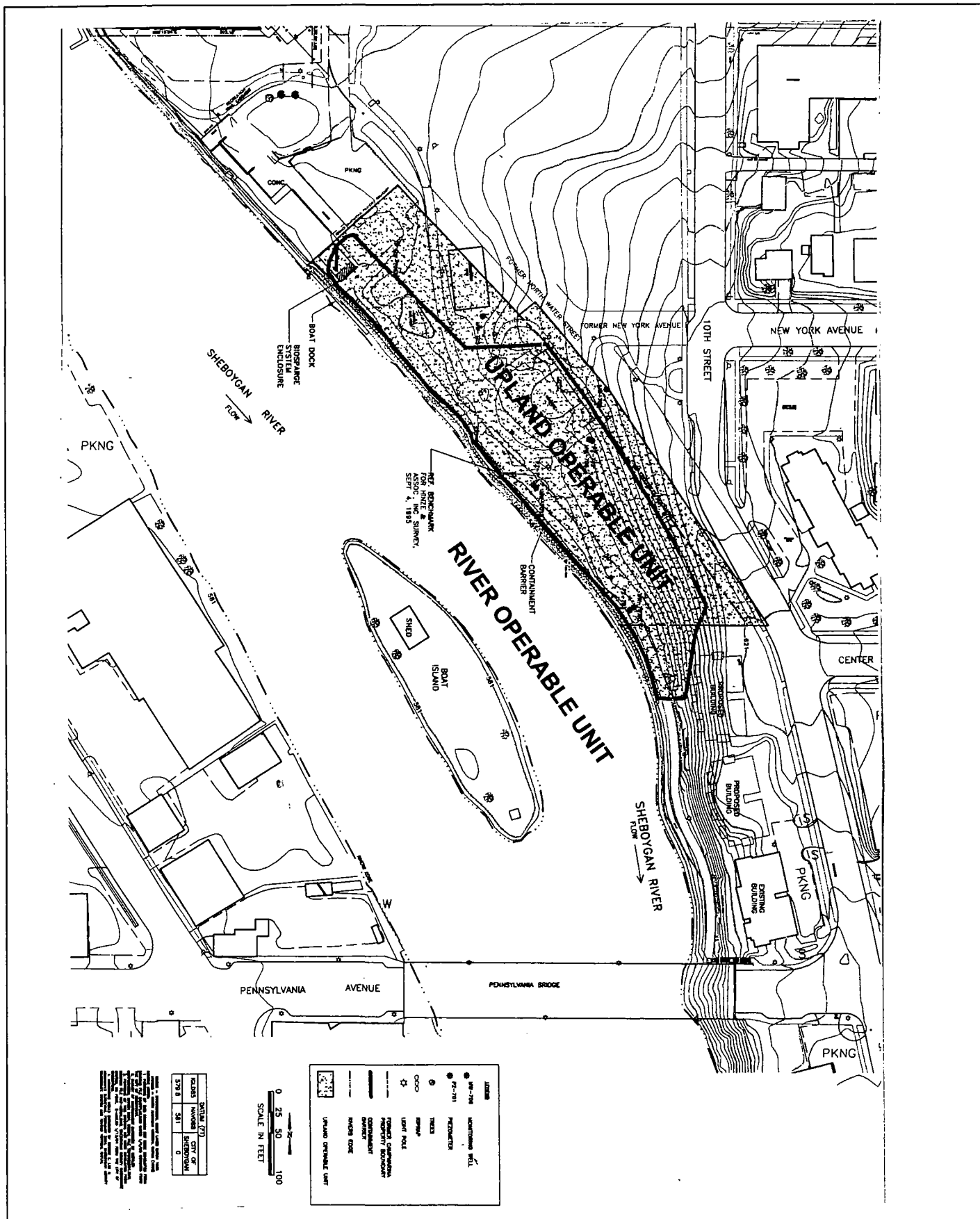


FIGURE 1

## **APPENDIX C**

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

Section 144.442, Wis. Stats.

CONTRACT

Contract Number SF-91-04

IN THE MATTER OF

~~Campmarina~~, the Former Sheboygan Coal Gas Facility



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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER OF:

Campmarina, The Former Coal Gas Facility Operated by  
Wisconsin Public Service Corporation and  
Owned by the City of Sheboygan located  
in Sheboygan, Wisconsin

CONTRACT

With Wisconsin Public Service  
Corporation and the City of  
Sheboygan  
#SF-91-04

I. PARTIES BOUND

- A. The Wisconsin Department of Natural Resources (WDNR) and Wisconsin Public Service Corporation and the City of Sheboygan, the settling potentially responsible parties (collectively referred to herein as the Settling PRPs), have each consented to the following contract, entered into pursuant to section 144.442, Wis. Stats., and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. ss 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA).
- B. This contract shall apply to and be binding upon the undersigned parties and their respective agents, successors and assigns. The undersigned representative of each party certifies that he or she is fully authorized by the party whom he or she represents to enter into this contract and execute and legally bind such party to the terms of this document.
- C. No change in ownership or corporate or partnership status shall in any way alter the status or responsibility of any Settling PRPs under this contract. The Settling PRPs shall be jointly and severally responsible for carrying out all actions required of the Settling PRPs under this contract. The PRPs shall require, by contract, that all contractors, consultants, firms and other persons or entities acting under or for them with respect to matters included herein comply with the terms of this contract, and with all applicable laws and regulations. The Settling PRPs shall provide a copy of this contract to the contractor(s) and consultant(s) hired to perform the work required by this contract and shall require the contractor(s) to provide written notice of this contract to any subcontractor retained to perform any part of the work.
- D. Nothing in this contract constitutes an admission of fact or liability by the Settling PRPs. The Settling PRPs agree to undertake all actions required by the terms and conditions of this contract and consent to and will not contest or legally challenge the validity of this contract, or WDNR's authority to enter into this contract.

II. STATEMENT OF PURPOSE

- A. In consideration of each of the promises, covenants and undertakings of WDNR and the PRPs under this contract, WDNR and the Settling PRPs hereby agree that the Settling PRPs shall:
1. Conduct a remedial investigation (RI) to determine the nature and extent of the release or threatened release of hazardous substances, pollutants or contaminants from the site described in Section III of this contract (the Site);

2. Perform a feasibility study (FS), and if appropriate, focussed feasibility study (FFS) to identify and evaluate alternatives for appropriate interim action, operable unit action and final remedial action to prevent, mitigate, or otherwise remedy any release or threatened release of hazardous substances, pollutants or contaminants from the Site;
  3. Prepare plans and specifications for construction of any source control operable unit action that is selected and approved by WDNR (operable unit remedial design - OU RD);
  4. Implement the source control operable unit action (operable unit remedial action - OU RA) approved by the WDNR; and
  5. Reimburse WDNR for past response costs incurred after May 1, 1991 and all oversight costs incurred by WDNR under the terms of this Contract for the Site.
- B. The activities conducted pursuant to this contract are subject to approval by the WDNR. Such activities shall employ sound scientific, engineering and construction practices and shall be consistent with State laws and administrative rules and in substantial compliance with the National Contingency Plan, 40 CFR part 300, as amended by Federal Register 8666 (March 8, 1990), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendment and Reauthorization Act of 1986 (SARA).
- C. Guidance documents which are published after the effective date of this contract shall be applied prospectively to work tasks which have not yet begun. If either an applicable guidance document is changed or new written guidance is issued which requires modifications to any of the work plans or reports required as part of this contract, the WDNR shall provide notice, in writing, of the required modifications to the required documents. Within thirty (30) calendar days of receipt of such notice, the Settling PRPs shall submit a revised document which incorporates the modifications required by WDNR.
- D. If the Settling PRPs, their consultants, contractors or subcontractors fail to comply with any of the requirements of this contract, the WDNR shall have the right to seek any or all of the following:
1. Seek recovery from the Settling PRPs of any costs incurred by WDNR to undertake work that is the responsibility of the Settling PRPs under this contract,
  2. Seek enforcement of the terms of this contract where WDNR has not undertaken the work, and
  3. Refer the Site to the United States Environmental Protection Agency (referred to herein as EPA) for action pursuant to CERCLA.

### III. SITE DESCRIPTION

Site Name:	Campmarina, the former Sheboygan Coal Gas Site
Site Location:	Intersection of New York and Water Street, Block 149, Lots 1-11, Plat of City of Sheboygan
Site Geology/Hydrogeology:	Will be developed as part of the RI/FS for the Site.
Physical Conditions:	Will be developed as part of the RI/FS for the Site
Known Substances of Concern:	Benzene, ethylbenzene, naphthalene, 2-methylnaphthalene, acenaphthene, flouranthene and pyrene.

#### IV. WORK TO BE PERFORMED

- A. All work to be performed by the Settling PRPs pursuant to this contract shall be under the direction and supervision of a qualified professional engineer and a qualified hydrogeologist, as defined in s. NR 550.31(1)(e), Wis. Adm. Code. Within 14 calendar days after the effective date of this contract, the Settling PRPs shall notify the WDNR, in writing, of the name, title, and qualifications of the proposed engineer(s) and hydrogeologist(s) (hereinafter the Consultant(s)), including staff names, titles and responsibilities for work to be performed under this contract.
- B. Attachment A to this contract provides a Statement of Work (SOW) for the completion of a remedial investigation/feasibility study and operable unit remedial design/remedial action for the Site. The SOW is incorporated into and made an enforceable part of this contract.
- C. The following work shall be performed:
1. Settling PRPs have submitted a draft Site Evaluation Report (SER) (chapter 3 of the Work Plan) prepared in accordance with Task 2 of the attached SOW, which describes the current situation at the Site and provides the investigative support for the work plans required under this contract. The SER shall be subject to review, modification and approval by WDNR. Within thirty (30) calendar days of a WDNR request for modification of the SER the Settling PRPs shall submit a draft final of the SER which shall be subject to review and approval by the WDNR. If modification of the draft SER is not requested by the WDNR, the draft will become the final, incorporating any WDNR conditions.
  2. Within forty-five (45) calendar days after the effective date of this contract, the Settling PRPs shall submit a draft work plan to the WDNR for a complete remedial investigation and feasibility study (hereinafter referred to as the RI/FS work plan). The RI/FS work plan shall be developed in conformance with the requirements of Section II.B. and C. of this contract.
  3. In addition to an introduction, site background, scope, management plan and schedule, the following deliverables shall be included in the RI/FS work plan submittal:
    - a. Sampling and Analysis Plan (SAP) including a plan for satisfaction of permitting and licensing requirements;
    - b. Health and Safety Plan (HSP);
    - c. Quality Assurance Project Plan (QAPP);
    - d. Data Management Plan;
    - e. Schedule for implementation of RI/FS tasks and submission of RI/FS reports, including, at a minimum, a preliminary and final remedial investigation report, and a preliminary and final feasibility study report.
  4. The draft RI/FS work plan shall be subject to review, modification and approval by the WDNR in accordance with the terms of this contract and applicable statutes and rules under which WDNR has independent review authority.
  5. Within forty-five (45) calendar days of receipt of the draft RI/FS work plan, the WDNR shall notify the Settling PRPs, in writing, of approval, conditional approval or disapproval of the draft RI/FS work plan, or any part thereof. In the event that a longer review period is required, the WDNR shall notify the Settling PRPs of that fact within forty-five (45) calendar days of receipt of the draft work plan. In the event of any disapproval, the WDNR shall specify, in writing, any deficiency and any required modifications to the RI/FS work plan.

6. Within fifteen (15) calendar days of receipt of any RI/FS work plan conditional approval, the Settling PRPs shall submit a draft final or revised draft final RI/FS work plan, or a supplement to the draft final RI/FS work plan, to WDNR which incorporates modifications required by WDNR. Upon approval by WDNR, the draft final RI/FS work plan, as revised or supplemented, will be considered the final RI/FS work plan. The Settling PRPs will only need to resubmit the draft final RI/FS work plan if requested to do so by the WDNR.
7. In the event of WDNR disapproval of the draft final RI/FS work plan, the WDNR retains the right to amend such documents and to take any or all of the actions described in Section I.L.D. of this contract.
8. The Settling PRPs shall proceed with the work detailed in the final RI/FS work plan, or any approved part thereof, within thirty (30) calendar days after the RI/FS work plan, or any part of the RI/FS work plan, is fully approved by the WDNR. Unless otherwise directed by the WDNR, the Settling PRPs shall not commence field activities until approval by the WDNR of a work plan for the work that is proposed to be done. The final RI/FS work plan shall be deemed incorporated into and made an enforceable part of this contract. All RI/FS work shall be conducted in accordance with Section I.L.B. and C. of this contract.
9. Following submittal of the draft final FS report, with the Settling PRPs' conceptual proposal for an operable unit remedial action(s), and review and approval of said report by WDNR, WDNR shall prepare a Proposed Plan which indicates WDNR's preferred operable unit remedial alternative. *WDNR shall announce the availability of the documents to the public for review and comment, and provide the opportunity for a public meeting and hearing on the Proposed Plan and RI/FS reports.* WDNR shall accept comments from the public for a period not less than thirty (30) calendar days after such announcement. The comment period may be extended an additional thirty (30) calendar days upon WDNR's receipt of a timely request for such an extension. At the end of the comment period, WDNR shall review such comments and determine if the preferred alternative presented in the Proposed Plan shall be accepted in its present form or if modifications are necessary. If the Proposed Plan is deemed acceptable, WDNR will determine the appropriate extent of the remedy and will notify the Settling PRPs of its decision within sixty (60) calendar days after the end of the comment period. The WDNR's decision on which alternative should be the selected operable unit remedy will be based on the documents and information contained in the administrative record file for the Site. The WDNR will prepare a Record of Decision (ROD) for the Site, which documents the WDNR's selected operable unit remedy. The EPA will be provided the opportunity to concur with the remedy selected in the ROD. The Settling PRPs shall design and implement the operable unit action documented in the ROD.
10. An operable unit remedial design and remedial action work plan (hereinafter referred to as the OU RD/RA work plan), including a schedule for the implementation of the remedial action, shall be developed by the Settling PRPs and shall be appended to this contract and made an integral and enforceable part hereof, after the OU RD/RA work plan is approved by WDNR. The draft RD/RA work plan shall be submitted within sixty (60) calendar days after the ROD is signed by WDNR. Within ten (10) business days after the signing of the ROD for the Site, the Settling PRPs shall notify the WDNR, in writing, of the name(s), and qualifications of the proposed Consultant(s), including staff names, titles and responsibilities for work performed under this contract. The OU RD/RA work plan shall be developed in conformance with all of the requirements of Section I.L.B. and C. of this contract. All OU RA work performed under the contract shall meet the performance and clean-up standards set forth in the ROD. It is the intent of the parties that the construction of the approved operable unit action will begin as soon as practicable upon

WDNR approval of the design. In any event, construction shall begin no later than three (3) months after completion of design.

11. The draft OU RD/RA work plan submittal shall include, but not be limited to, the following project plans:
  - a. Sampling and Analysis Plan (SAP) including a plan for the satisfaction of permitting and licensing requirements;
  - b. Health and Safety Plan (HSP);
  - c. Quality Assurance Project Plan (QAPP);
  - d. Monitoring Plan and Reporting Schedule;
  - e. Design Plans;
  - f. Construction Assurance Plans;
  - g. Operation and Maintenance Plan, if needed.
  - h. Description and Qualifications of Personnel
12. The OU RD/RA work plan shall be subject to review, modification and approval by the WDNR in accordance with the terms of this contract and applicable statutes and rules under which WDNR has independent review authority.
13. Within sixty (60) calendar days of receipt of the draft OU RD/RA work plan, the WDNR shall notify the Settling PRPs in writing, of conditional approval or disapproval of the draft RD/RA work plan, or any part thereof. In the event that a longer review period is required, the WDNR shall notify the Settling PRPs of that fact within sixty (60) calendar days of receipt of the work plan. In the event of any disapproval, the WDNR shall specify, in writing, any deficiency and any required modifications to the OU RD/RA work plan.
14. Within fifteen (15) calendar days of receipt of any OU RD/RA work plan disapproval, or conditional approval that requires modification of the work plan, the Settling PRPs shall submit a draft final or revised draft final OU RD/RA work plan, or a supplement to the draft final OU RD/RA work plan, to WDNR which incorporates the modifications required by the WDNR. Upon approval by WDNR, the draft final OU RD/RA work plan, as revised or supplemented, will be considered the final OU RD/RA work plan. The Settling PRPs will only need to resubmit the draft final RD/RA work plan if requested to do so by the WDNR. The draft final RD/RA work plan will become the final incorporating any WDNR conditions.
15. In the event of subsequent WDNR disapproval of the draft final OU RD/RA work plan, the WDNR retains the right to take any or all of the actions described in Section I.L.D. of this contract.
16. The Settling PRPs shall complete the OU RD/RA work in accordance with all requirements of this contract, the ROD, the SOW, the OU RD/RA work plan, and all other schedules submitted and approved by WDNR under this contract.
17. The parties acknowledge and agree that neither the SOW nor any work plan approval constitutes a warranty or representation of any kind that the SOW or the work plan will achieve compliance with state or federal applicable or relevant and appropriate requirements (ARARs) as defined in CERCLA and the NCP.

## V. PLANS AND REPORTS

- A. The Settling PRPs shall provide a draft and final RI report, a draft and final FS report, and any other plans or reports required by the final RI/FS or OU RD/RA work plans to the WDNR according to the schedule contained in the final RI/FS work plan and the final OU RD/RA work plan.
- B. The WDNR shall review and approve, conditionally approve, or disapprove of the draft and final RI report, the draft and final FS report and any other draft or final plans or reports specified in the final RI/FS or OU RD/RA work plan as required by WDNR. The WDNR shall use its best efforts to review such plans and reports within forty-five (45) calendar days of receipt. In the event more time is required for review, WDNR will notify the Settling PRPs within forty-five (45) calendar days of receipt of the plan or report.
- C. If the WDNR disapproves any draft or final plan or report, or part thereof, the WDNR shall specify, in writing, any deficiencies and required modifications and the PRPs shall submit a revised plan or report, or supplement to the plan or report, which shall incorporate any modifications or additions required by WDNR to the WDNR within forty-five (45) calendar days of receipt.
- D. In the event of subsequent disapproval of any revised or supplemented plan or report, the WDNR retains the right to amend such plans or reports, to perform additional studies and to take any or all of the actions described in Section II.D. of this contract.
- E. The Settling PRPs shall provide written progress reports to the WDNR according to the schedule contained in the RI/FS and OU RD/RA work plans. At a minimum, these written progress reports shall include the following:
1. A summary of all validated sampling data and the results of tests relating to the Site produced during the reporting period pursuant this contract;
  2. A description of activities completed during the past reporting period, as well as such actions, data and plans which are scheduled for the next reporting period;
  3. Target date and actual completion date for each element of activity, including the project completion, and an explanation of any deviation from the schedule in the RI/FS or OU RD/RA work plans.
  4. A description of difficulties encountered during the reporting period and the actions taken to rectify the problems; and,
  5. Changes in Key Personnel.
- F. Unless otherwise specified in the final RI/FS or OU RD/RA work plan, the written progress reports shall be submitted to the WDNR by the tenth business day of each month following the date of commencement of the work detailed in the RI/FS and OU RD/RA work plans.
- G. The Settling PRPs may request, in accordance with s. NR 2.19, Wis. Adm. Code, that information requested by the WDNR under the terms of this contract be treated as confidential.

VI. SUBMISSION OF DOCUMENTS AND CORRESPONDENCE

Documents, including reports, conditional approvals, disapprovals and other correspondence to be submitted pursuant to this contract shall be sent to the following addresses, or to such other address as the Settling PRPs or the WDNR may hereafter designate in writing;

- A. Documents to be submitted to WDNR shall be sent to:

Section Chief  
Attn: Steve Ales (3 copies)  
Emergency and Remedial Response Section (SW/3)  
Wisconsin Department of Natural Resources  
P.O. Box 7921  
Madison, Wisconsin 53707

District Solid and Hazardous Waste Program Supervisor  
Attn: Margaret Graefe (2 copies)  
Wisconsin Department of Natural Resources  
Southeast District Headquarters  
Martin Luther King Drive  
Milwaukee, WI 53212

- B. Documents to be submitted to the Settling PRPs shall be sent to:

Connie Lawniczak (1 copy)  
Wisconsin Public Service Corporation  
700 North Adams  
P.O. Box 19002  
Green Bay, WI 54307-9002

Kim Verhelst (1 copy)  
~~Director of City Development~~ Purchasing Agent  
City of Sheboygan, City Hall  
828 Center Avenue  
Sheboygan, WI 53081



VII. MODIFICATION OF WORK

- A. In the event that the WDNR or the Settling PRPs determine that either a modification to planned work or additional work is necessary to accomplish the objectives of the RI/FS or OU RD/RA, notification of such modified or additional work shall be provided to the other parties. In the event that any of the parties determine that a modification to planned work or additional work is necessary during the course of field work, oral notice may be given by the party making the determination to the other parties. The party giving oral notice shall confirm the circumstances under which the determination was made and the modification or additional work performed in writing within five (5) working days of the oral notice.
- B. Any modified or additional work determined to be necessary by the Settling PRPs shall be subject to approval by the WDNR.



- C. During the term of this contract, any modified or additional work determined to be necessary by the Settling PRPs or the WDNR (after consultation with the Settling PRPs) shall be completed by the Settling PRPs in accordance with the standards, specifications and schedule determined by or approved by the WDNR pursuant to the terms of this contract and applicable statutes and rules under which WDNR has independent review authority.

#### VIII. COMPLIANCE WITH APPLICABLE OR RELEVANT AND APPROPRIATE LAWS

- A. The OU RD/RA activities undertaken by the Settling PRPs pursuant to this contract shall be performed in compliance with applicable or relevant and appropriate (ARARs) federal and State laws, whichever is the more stringent. The policies and procedures established in the NCP shall be followed in identifying and complying with ARARs. In addition to ARARs, the Settling PRPs shall incorporate any advisories, criteria or guidance (i.e., to-be-considered) that the WDNR has determined appropriate, as documented in the ROD, into the OU RD/RA activities.
- B. During the RI/FS, the Settling PRPs shall store, treat, or dispose of investigation-derived waste that is to be handled on-site, in compliance with all federal and State ARARs, to the extent practicable, considering the exigencies of the situation. The Settling PRPs shall ensure that RI/FS- and OU RD/RA-derived waste that is taken off-site shall be transported in compliance with applicable laws and taken to a facility in compliance with applicable laws. The Settling PRPs shall be responsible for obtaining all federal, State, or local permits or licenses which are necessary for the performance hereunder.

#### IX. COMPLIANCE WITH THE RECORD OF DECISION

The Settling PRPs shall carry out the OU RD/RA activities for the Site in conformance with the remedy selected in the ROD. The Settling PRPs shall comply with ARARs that are promulgated or modified after ROD signature only when WDNR determines that compliance is necessary to ensure that the remedy is protective of human health and the environment. Where there is a significant change to the ROD which requires the issuance of an Explanation of Differences or a ROD Amendment (as provided in "Interim Final Guidance on Preparing Superfund Decision Documents: The Proposed Plan; the Record of Decision; Explanation of Significant Differences; The Record of Decision Amendment" OSWER Directive 9355.3-02, dated June 1989), the Settling PRPs shall comply with any laws that are applicable or relevant and appropriate to that significant change.

#### X. ACCESS

- A. To the extent that the Site or other areas where work is to be performed hereunder is presently owned by parties other than those bound by this contract, the Settling PRPs shall use their best efforts to obtain access agreements from the present owners within thirty (30) calendar days of the effective date of this contract, or the date it becomes apparent that access to such property is necessary, whichever is later. Such agreements shall provide access for the WDNR, the EPA, and all authorized representatives of the WDNR, and EPA, and shall be added as attachments to this contract. The agreements do not have to be obtained prior to signing of this contract. In the event that such access agreements are not obtained within the time referenced above, the PRPs shall so notify the WDNR. That notification shall include a description of the "best efforts" undertaken by the Settling PRPs to gain access.
- B. The employees and authorized representatives of the WDNR and EPA shall have the authority to enter the Site at all reasonable times for the purpose of inspecting records, operating logs,

contracts and other documents relevant to the implementation of this contract; reviewing the progress of the Settling PRPs in implementing this contract; conducting such tests as the WDNR project coordinator deems necessary; using a camera, sound or video recording, or other documentary type equipment; and verifying the data submitted to the WDNR by the Settling PRPs. The Settling PRPs shall permit such authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this contract, subject to Paragraph G of Section V. regarding confidentiality. All persons with access to the work areas of the Site pursuant to this contract shall comply with the health and safety plans prepared for this Site. The Settling PRPs shall honor all reasonable requests for such access by the WDNR conditioned only upon presentation of proper credentials.

- C. Nothing herein shall be construed as restricting the inspection or access authority of the WDNR under any law or rule.

#### XI. PROJECT COORDINATORS

- A. The WDNR and the Settling PRPs shall each designate a project coordinator within ten (10) business days after the signing of the contract. Any party may change its designated project coordinator by notifying the other parties, in writing, at least ten (10) business days prior to the change. To the maximum extent possible, communications between the Settling PRPs and the WDNR concerning the Site shall be directed through the project coordinators. Each project coordinator shall be responsible for assuring that communications are appropriately disseminated and processed among the respective parties.
- B. The WDNR project coordinator or a designee shall have the authority, pursuant to this contract, to (1) agree to minor changes in the extent of soils to be removed, if any; (2) take samples or direct that samples be taken; (3) direct that work stop whenever the WDNR project coordinator determines that activities at the Site may create danger to public health or welfare or the environment; (4) observe, take photographs and make such other reports on the progress on the work as deemed appropriate; (5) review records, files and documents relevant to this contract; and (6) make or authorize minor field modifications to the RI/FS or OU RD/RA in the techniques, procedures or design utilized in carrying out this contract. Any field modifications shall be approved orally by both project coordinators. Within three (3) business days following the modification, the project coordinator who requested the modification shall prepare a memorandum detailing the modification and the reasons therefore and shall provide and mail a copy of the memorandum to other project coordinators.
- C. The project coordinator for the Settling PRPs or a designee shall be on site during performance of all work undertaken pursuant to this contract at the Site.
- D. The absence of the WDNR project coordinator from the Site shall not be cause for stoppage of work.

#### XII. SAMPLING

- A. The WDNR and the Settling PRPs shall upon request, during normal business hours, make available to each other the results of all sampling, tests and other data generated by them, or on their behalf, with respect to the implementation of this contract and shall submit sampling results in written monthly progress reports as required by Section V. of this contract.
- B. In the event that the Settling PRPs do not properly perform the sampling, the Settling PRPs shall notify the WDNR project coordinator in writing of the error, what will be done to correct the

situation for future sampling rounds and the date on which the sampling event will be rescheduled. This notification shall be provided within five (5) business days of the Settling PRPs becoming aware of the problem.

- C. At the request of the WDNR project coordinator, the Settling PRPs shall allow split or duplicate samples to be taken by the WDNR during sample collection conducted during the implementation of this contract. The Settling PRPs project coordinator shall endeavor to notify the WDNR project coordinator not less than five (5) working days in advance of any sample collection.

### XIII. QUALITY ASSURANCE

- A. The Settling PRPs shall use quality assurance, quality control and chain of custody procedures in accordance with EPA "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" QAMS-005-80 (EPA, 1989), and any EPA updates to these procedures, throughout all data collection activities.
- B. The Settling PRPs shall consult with the WDNR project coordinator in planning for, and prior to, all sampling and analysis as detailed in the RI/FS work plan. In order to provide quality assurance and maintain quality control with respect to all samples collected pursuant to this contract, the Settling PRPs shall:
1. Ensure that the WDNR employees and authorized representatives of WDNR are allowed access to any laboratory and personnel utilized by the Settling PRPs for analyses;
  2. Ensure that all sampling and analyses are performed according to EPA methods or other methods deemed satisfactory by the WDNR and include all protocols to be used for analyses in the Quality Assurance Project Plan;
  3. Ensure that any laboratories utilized by the Settling PRPs for analyses are state certified and participate in a quality assurance/quality control program equivalent to that which is followed by the EPA, and which is consistent with EPA document QAMS-005-80. As part of such a program, and upon request by the WDNR, the Settling PRPs shall have analyses performed by their laboratories of samples provided by the WDNR, or by EPA at WDNR's request, to demonstrate the quality of analytical data for each such laboratory.

### XIV. FORCE MAJEURE

- A. The Settling PRPs shall cause all work to be performed within the time limits set forth in this contract, the SOW or the final RI/FS or OU RD/RA work plans, unless performance is delayed by events that constitute a force majeure. For purposes of this contract, a "force majeure" is an event arising from causes beyond the control of the Settling PRPs or any entity controlled by the Settling PRPs, including their contractors and subcontractors, which delays or prevents performance of any obligations under this contract. Increases in cost or changes in economic circumstances shall not by themselves constitute a force majeure. However, an event that would otherwise constitute a force majeure shall be deemed force majeure even though such event also results in increased costs or changed economic circumstances.
- B. The Settling PRPs shall notify the WDNR in writing no later than ten (10) calendar days after any event which the Settling PRPs contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Settling PRPs to minimize the delay, and the timetable by which these measures will be implemented. The Settling PRPs shall have the burden of demonstrating that the event is a

force majeure. WDNR shall promptly provide the Settling PRPs with a written decision as to whether the event constitutes a force majeure after receiving notification from the PRPs.

- C. If the WDNR agrees that a delay is attributable to a force majeure, the time period for a performance under this contract shall be extended for a time period attributable to the event constituting a force majeure unless WDNR determines that it will terminate this contract because the Settling PRPs are unable to proceed to fulfill its material obligation under this contract within a time period acceptable to WDNR.

#### XV. STIPULATED PENALTIES

- A. The Settling PRPs shall be liable for payment into the Environmental Fund administered by the WDNR of the sums set forth below as liquidated damages for each week, or any part thereof, that the Settling PRPs fail to submit a plan, report or other document or fails to complete the RI, the FS, the RD or the RA action in accordance with the requirements of this contract, unless WDNR determines that such a delay is attributable to a force majeure as defined in Section XIV. Such sums shall be due and payable with fifteen (15) business days of receipt of notification from the WDNR assessing the stipulated penalty. The stipulated penalty shall accrue in the following amounts:

1. For failure to submit any plan, report or other document --  
(except as identified in paragraph A.2. of this Section)

Amount	Period
\$250 per week, or any part thereof	1 to 2 weeks
\$500 per week, or any part thereof	3 to 4 weeks
\$1000 per week, or any part thereof	5 or more weeks

2. For failure to complete the RI, the FS, the RD or the RA action --  
(in accordance with the final RI/FS and RD/RA work plans approved by WDNR)

Amount	Period
\$350 per week, or any part thereof	1 to 2 weeks
\$1000 per week, or any part thereof	3 to 4 weeks
\$2500 per week, or any part thereof	5 or more weeks

- B. The stipulated penalties set forth in paragraph A. of this Section shall not preclude the WDNR from electing to pursue any other remedy or sanction because of the PRPs' failure to comply with any of the terms of this contract, including a lawsuit to enforce the terms of this contract.
- C. Any dispute regarding stipulated penalties shall be resolved in accordance with Section XVI of this contract. During the pendency of a dispute regarding stipulated penalties, the Settling PRPs shall have the option of paying the stipulated penalty into an escrow account set up at a state of federally regulated banking institution as opposed to paying WDNR. If the dispute is resolved in WDNR's favor, funds in an amount sufficient to pay the penalty shall be released to WDNR.

## XVI. DISPUTE RESOLUTION

- A. The parties shall use their best efforts to in good faith resolve all disputes or differences of opinion informally through the project coordinators. If, however, any dispute arises concerning any matter under or subject to this contract, including additional work determined by WDNR to be necessary pursuant to Section VII, which dispute the parties are unable to resolve informally, the Settling PRPs shall present a written notice of such dispute to the WDNR, which shall set forth specific points of dispute, the position of the Settling PRPs and the technical basis therefore, and any actions which the Settling PRPs consider necessary.
- B. Within ten (10) business days of receipt of such a written notice, the WDNR shall provide a written response to the Settling PRPs setting forth its position and the basis therefore. During the five (5) business days following receipt of the Settling PRPs response to WDNR's stated position, the WDNR shall attempt to negotiate in good faith a resolution of the differences.
- C. Following the expiration of the time periods described in paragraph B of this Section, if the WDNR concurs with the position of the Settling PRPs, the Settling PRPs shall be so notified in writing and this contract shall be modified to include any necessary extensions of time or variances of work. If the WDNR does not concur with the position of the Settling PRPs, the WDNR shall resolve the dispute in good faith, taking due account of the position of each Settling PRP, and, based upon and consistent with the terms of this contract, and shall provide written notification of such resolution to the Settling PRPs.
- D. The pendency of dispute resolution under this section shall not affect the time period for completion of work or obligations to be performed under this contract, except that, upon mutual agreement of the WDNR and the Settling PRPs, any time period may be extended not to exceed the actual time taken to resolve the dispute. Elements of work and obligations not affected by the dispute shall be completed in accordance with the schedule contained in the RI/FS and OU RD/RA work plans.
- E. Upon resolution of any dispute, whether informally or using the procedures in this section, any additions or modifications required as a result of such dispute resolution shall promptly be incorporated, if necessary, into the appropriate plan or procedure and to this contract. The Settling PRPs shall proceed with all remaining work according to the modified plan or procedure.
- F. In any proceeding to enforce the terms of this contract or to collect stipulated penalties for violations thereof, the Settling PRPs may defend on the basis that WDNR's resolution of any properly invoked dispute was arbitrary and capricious. If the court finds that the WDNR's resolution of any dispute was arbitrary and capricious, the court may exercise such legal and equitable powers as it deems appropriate.

## XVII. COMMUNITY RELATIONS AND PUBLIC COMMENT

The WDNR shall be responsible for conducting the Community Relations activities at this Site. The WDNR will prepare and implement a community relations plan for the Site which defines how information will be disseminated to the public. WDNR will prepare the Community Relations documents, as specified in the NCP, CERCLA, and the EPA guidance "Community Relations in Superfund: A Handbook", dated June 1988, (OSWER Directive 9230.0-3B), and any subsequent updates. The Settling PRPs shall cooperate in these efforts by providing any findings from the RI/FS and OU RD/RA to the WDNR. As requested by the WDNR, the Settling PRPs may prepare appropriate information to be disseminated to the public. Nothing in this provision shall, however, restrict the Settling PRPs from conducting their own community relations activities.

### XVIII. ADMINISTRATIVE RECORD REQUIREMENTS

- A. The WDNR shall compile and maintain the administrative record files for the Site. The Settling PRPs shall provide the WDNR, at a minimum, those documents which are generated by the Settling PRPs, or their consultant or contractor, pursuant to this contract and which are listed in section 300.810 of the NCP and in the appropriate sections of the "Interim Guidance on Administrative Records for Selection of CERCLA Response Actions" (OSWER Directive No. 9833.3A). The information that comprises the administrative record files for the Site will be made available to the public by the WDNR, once the RI/FS work plan is approved by WDNR. Once the work plan is approved, the PRPs shall submit to WDNR, at quarterly intervals, all of the information that is generated during the RI/FS that is related to the selection of the remedy. No later than thirty (30) working days before the scheduled public comment period for the Proposed Plan and the RI/FS, the PRPs shall provide the WDNR with all administrative record-related documents that have been generated to date by the Settling PRPs, if they have not already been submitted.
- B. Unless documents are privileged under an attorney-client privilege or attorney-work-product privilege, the Settling PRPs shall provide the WDNR with any relevant documents that were generated before or after the RI/FS process that relate to the selection of the response action at the Site, and documents and information relating to previous studies conducted under federal, State or local authorities, or on a voluntary basis by the PRPs. The Settling PRPs shall provide the WDNR with management documents held by the PRPs or known of by the Settling PRPs, such as hazardous waste shipping manifests, CERCLA 103(c) notifications, and any other information about site characteristics or conditions not contained in any of the above documents.
- C. In the event that the WDNR determines that the administrative record file will be supplemented after the signature of the ROD, the Settling PRPs shall provide the WDNR with all relevant documents requested by the WDNR.

### XIX. RECORD PRESERVATION

The Settling PRPs agree to preserve, during the pendency of this contract, and for a minimum of six (6) years after termination of this contract, one original or one legible copy of all records and documents of the Settling PRPs which are in the possession of the Settling PRPs, or in the possession of any division, employee, agent, accountant, or contractor, or any attorney of any of the PRPs, which are generated pursuant to this contract, the SOW or the RI/FS and OU RD/RA work plans. After this six (6) year period, the Settling PRPs shall notify the WDNR, in writing, at least thirty (30) calendar days prior to the destruction or disposal of any such documents. Upon request of the WDNR, the PRPs shall make available to the WDNR such records, or copies of any such records. This section is intended to preserve Settling PRP records, or copies of any such records and is not intended nor shall be construed to be a waiver of, or in any other way to diminish the full availability to the PRPs, of any attorney-client or other privilege which may apply to any information not required to be provided to WDNR under this contract.

### XX. RESERVATION OF RIGHTS

- A. Except as otherwise provided in Section XXVI of this contract, nothing herein shall waive the right of the WDNR to enforce this contract, or to take any other action pursuant to CERCLA, Chapter 144, Wis. Stats., or any other available legal authority. In addition, WDNR reserves the right, following thirty (30) calendar days written notice to the Settling PRPs, to undertake the work that is the responsibility of the Settling PRPs under this contract, to refer the Site to EPA

for action pursuant CERCLA Section 104 or 106, or to enforce the terms of the contract, if the PRPs fail to satisfactorily perform the tasks required of them under this contract by the end of the thirty (30) calendar day notice period. If WDNR conducts any work that is the responsibility of the PRPs under this contract, it cannot also commence or maintain an action to compel the PRPs to conduct work already completed by WDNR in a manner consistent with this contract. However, the WDNR shall have the right to seek recovery from the Settling PRPs for any costs incurred in undertaking such actions upon the failure of the PRPs, their agents, contractors or subcontractors to proceed according to the requirements of this contract. WDNR will not undertake the work that is the responsibility of the Settling PRPs under this contract without a material failure of one or more of the Settling PRPs to satisfactorily perform the tasks required of them under this contract.

- B. Nothing herein is intended to release, discharge or in any way affect any claims, causes of action or demands in law or equity which each party may have against any person, firm, partnership or corporation for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, solid or hazardous waste, contaminants or pollutants at, to or from the Site. The parties to this contract expressly reserve all rights, claims, demands and causes of action they may have against any and all other persons and entities.
- C. The WDNR recognizes that the Settling PRPs may have the right to seek contribution, indemnity and/or any other available remedy against any person found to be responsible or liable for contributions indemnity or otherwise for any amounts which have been or will be expended by the Settling PRPs in connection with the Site. It is the intent of the parties to this contract that this contract constitute an administrative settlement with the State, in accordance with s. 113(f)(2) of CERCLA, 42 U.S.C. ss 9613(f)(2)m which provides protection from claims for contribution regarding matters addressed in this contract, as of the effective date of this contract.
- D. Nothing herein shall be construed to release the Settling PRPs from any liability for failure of the PRPs to perform the RI/FS or OU RD/RA in accordance with the RI/FS or OU RD/RA work plans which will be incorporated herein. The parties expressly recognize that the signing of this contract and the successful completion and approval of the RI/FS and OU RD/RA does not represent satisfaction, waiver, release or a covenant not to sue (except as provided in Section XXVI below) of any claim of the State of Wisconsin against the Settling PRPs related to the Site (including claims to require the Settling PRPs to undertake further response actions and claims to seek reimbursement of response costs pursuant to section 144.442, Wis. Stats., or Section 107 of CERCLA), except that, upon receipt of written notice of satisfaction as provided in Section XXVI of this contract, the Settling PRPs shall have no further obligations under this contract. The parties further expressly recognize that this contract does not represent a waiver of any claim of the United States or the EPA against the Settling PRPs relating to the Site, including claims to require the Settling PRPs to undertake further response actions and claims to seek reimbursement of response costs pursuant to Section 107 of CERCLA.
- E. Nothing herein is intended to be a release or settlement of any claim for personal injury or property damage to any person not a party to this contract.
- F. Attorney-client privilege and attorney-work-product privilege shall not apply to documents or deliverables or data required to be submitted or made available to WDNR under Sections IV., V. or XI. of this contract. However, in all other respects this contract is not intended and shall not be construed to be a waiver of any attorney-client or other privilege.

#### XXI. REIMBURSEMENT OF COSTS

- A. The WDNR shall provide the Settling PRPs with a summary of all past response costs incurred by WDNR which were related to the Site, including costs included in negotiating this contract, within ninety (90) calendar days after the effective date of this contract. The WDNR cost summary shall include documents which describe the work performed by contractors, if contractors were used. Within sixty (60) calendar days of receipt of any such summary, the Settling PRPs shall pay to WDNR all past response costs incurred by WDNR for the Site, subject to the dispute resolution provisions of Section XVI.
- B. Shortly after the end of each state fiscal year following the effective date of this contract, the WDNR shall submit an cost summary to the Settling PRPs of all oversight costs incurred by the WDNR with respect to this contract during the previous fiscal year, including, but not limited to, the costs incurred by the WDNR, if any, in having a qualified person oversee the conduct of the RI/FS and the implementation of the OU RA, and the costs, if any, in having a contractor conduct a Baseline Risk Assessment for this Site. Within sixty (60) calendar days of receipt of each such a cost summary, the Settling PRPs shall pay to WDNR the full amount of the oversight costs, incurred during the preceding fiscal year subject to the dispute resolution provisions of Section XVI.
- C. Payments to the WDNR for past response costs and oversight costs incurred by the WDNR shall be made payable to the Wisconsin Department of Natural Resources and shall be mailed or delivered to: Wisconsin Department of Natural Resources, Bureau of Solid and Hazardous Waste Management, Environmental Response and Repair Section, Attn: Section Chief, P.O. Box 7921, Madison, Wisconsin 53707-7921. A copy of the transmittal letter and the check shall be sent to the WDNR project coordinator.

#### XXII. INDEMNIFICATION

- A. The Settling PRPs agree to indemnify and save and hold the State of Wisconsin, the WDNR and its officers, employees and authorized representatives, harmless from any and all claims or causes of action arising from, or on account of, acts or omissions of the Settling PRPs, their officers, employees, receivers, trustees, agents, assigns or authorized representatives, in carrying out the activities pursuant to this contract. However, the Settling PRPs shall not be responsible for indemnification for claims or causes of action arising out of acts or omissions of the WDNR, its officers, employees or authorized representatives.
- B. The WDNR is not a party to any other contract entered into by the Settling PRPs concerning the Site.
- C. If an entity indemnified under this section receives notice of a claim or action covered by this indemnity, it shall notify the Settling PRPs immediately of any such claim or action. Further, the indemnified entity shall keep the Settling PRPs apprised of how the claim or action is proceeding through its resolution. The indemnified entity shall notify the Settling PRPs, in advance, of any intention to settle a claim covered by this section.

#### XXIII. EFFECTIVE DATE

This contract shall be signed by the Settling PRPs before being signed by WDNR. When WDNR executes the document, the WDNR shall enter an effective date immediately below the WDNR signature which shall be a minimum of five (5) business days after the date of mailing (first class postage prepaid) by WDNR to the Settling PRPs of a fully executed copy of the contract.



XXIV. SUBSEQUENT AMENDMENT

In addition to the procedures set forth in Sections VII, XI and XIV. of this contract, this contract may be amended by mutual agreement of the WDNR and Settling PRPs. Any amendment of this contract shall be in writing, signed by the WDNR and the Settling PRPs, and shall have as the effective date that date on which the last party signed such amendment.

XXV. TERMINATION AND SATISFACTION

The provisions of this contract shall be deemed satisfied upon receipt by the Settling PRPs of written notice from the WDNR that the Settling PRPs have documented that all of the terms of this contract, including any modified or additional work, or amendments, have been completed in accordance with the terms hereof to the satisfaction of the WDNR. Upon such demonstration by the Settling PRPs, said written notice shall not be unreasonably withheld or delayed by WDNR.

XXVI. COVENANT NOT TO SUE

From the effective date of this contract, for as long as the terms herein are complied with, and upon or after termination of this contract pursuant to the provisions of Section XXV. (Termination and Satisfaction) and reimbursement to WDNR of amounts due as liquidated damages or oversight costs under this contract, WDNR covenants not to sue the PRPs regarding work satisfactorily performed by the PRPs hereunder or for amounts actually reimbursed to WDNR by the Settling PRPs hereunder. Work shall be deemed to have been satisfactorily performed if it was performed in accordance with all applicable requirements as contained in Section IV. (Work to Be Performed) in effect at the time of the performance of the work.

The parties whose signatures appear below, or on separate signature pages, hereby agree to the terms of this contract:

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

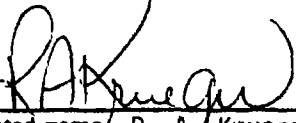
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carroll D. Besadny, Secretary  
Department of Natural Resources

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

B:\WPSC.PMH

The undersigned hereby agrees to the terms of Contract # SF-91-04, In the Matter of Campmarina, the Former Sheboygan Coal Gas Site.

Wisconsin Public Service Corporation

By:   
Printed name/ R. A. Krueger  
Title Senior Vice President  
Power Supply and Engineering


Date: 3/24/92

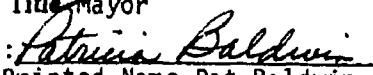
**Mailing Address, phone and FAX numbers:**

Wisconsin Public Service Corporation  
700 North Adams Street  
P. O. Box 19002  
Green Bay, WI 54307-9002  
(414) 433-1268  
(414) 433-1297 (fax)

The undersigned hereby agrees to the terms of Contract # SF-91-04, In the Matter of Campmarina, the Former Sheboygan Coal Gas Site.

City of Sheboygan

By:  Date: 2-25-92  
Printed Name Richard J. Schneider  
Title Mayor

By:  Date: 2/25/92  
Printed Name Pat Baldwin  
Title City Clerk  
Mailing Address, phone and FAX numbers:

828 Center Ave.  
Sheboygan, WI 53081  
(414)459-3361 (Phone)  
(414)459-3967 (FAX)

March 5, 1991