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AND CORRECT COPY

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David Wilkie

**VOLUNTARY CLEANUP CONTRACT
15-5994-RP**

**IN THE MATTER OF
UNION CARBIDE SITE, KERSHAW COUNTY
and
PRAXAIR, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Praxair, Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Union Carbide Site ("Site"). The Union Carbide property is located at 112 Lachicotte Road, Lugoff, South Carolina ("Property"). The Property includes approximately 5.0 acres and is bounded generally by mixed industrial and commercial property along Lachicotte Road on the southwest, industrial property on the northwest, CSX railroad tracks on the southeast, and industrial property on the northeast. The Property is identified by the County of Kershaw as Tax Map Serial Number 297-00-00-005, and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Praxair" shall mean Praxair, Inc. Praxair is a Delaware corporation authorized to do business in South Carolina with its principal place of business located at 39 Old Ridgebury Road, Danbury, CT.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.



- C. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Praxair.
- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or

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- potential damage to public health, public welfare, or the environment.
- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant, or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
 - J. "Successors and assigns" shall mean new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been, are not currently, and do not in the future become affiliated with any parties that are independently potentially responsible parties at the Site.
 - K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
 - L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Based upon a review of available information, the earliest known owner of the Property was H. C. Garrison, Jr., et al., Trustees of the John Burdell Hospital Fund. R.S. Kirk then received title to the Property on December 16, 1941. E.I. DuPont De Nemours and Company (DuPont) received title to the Property from Martha K. Kirk (heir of R. S. Kirk, deceased) on May 11, 1948. Union Carbide



Corporation (UCC) received the title from DuPont on March 6, 1969. The title became vested in Union Carbide Industrial Gases, Inc. (UCIG) on January 11, 1989. UCIG changed its name to Praxair, Inc. (Praxair) in 1992 and remains the current owner of the Property. Praxair currently utilizes the Site as the Camden Refurbishment Center.

- B. The Property was undeveloped until 1969 when the Linde (then a division of UCC) Gas Liquefaction plant was constructed. The plant remained in operation until 1987. The facility primarily conducted mechanical processes; however, oils were used in the compressors and solvents were used for maintenance operations on the compressors. The primary solvent reported to have been used at the facility was 1,1,1-trichloroethane (1,1,1-TCA). Four underground storage tanks (USTs) were installed during operation of the plant to store diesel fuel, motor oil, and waste oil. The first two tanks held diesel fuel, were 10,000 gallons in size, and were installed approximately in 1974 and 1982, respectively. Between 1972 and 1977, a 500- to 600-gallon tank used to store waste oil from maintenance on the compressors was installed. The fourth tank was installed in 1982 and was a 300-gallon tank used to store motor oil.
- C. In September 1987, the four USTs were removed prior to the demolition of the plant. Two composite soil samples were collected and analyzed for volatile organic compounds (VOCs) by Method SW8240 during the removal of the tanks. One sample was taken from underneath the tanks at the front of the Property and the other was collected from the tanks removed at the back of the Property.
- D. In January 1990, Azimuth, Inc. performed an environmental investigation of the Linde Property and discovered contaminants in soil and groundwater samples. Three shallow groundwater wells (i.e., MW-1, MW-2, and MW-3) were installed as part of the initial

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- investigation. The groundwater samples collected were tested for VOCs, total petroleum hydrocarbons (TPH), and total Resource Conservation and Recovery Act metals.
- E. While sample results indicated that no TPH was present at detectable concentrations, several VOCs including 1,1-dichloroethylene (1,1-DCE), carbon disulfide, 1,1,1-TCA, and tetrachloroethylene (PCE) were identified. Metals analyses also identified detectable concentrations of barium, cadmium, chromium, and lead, with lead and chromium concentrations exceeding the Department standards in two of the monitoring well samples (MW-1 and MW-2).
- F. Surficial contamination was identified in the vicinity of the former waste oil storage area. The surface soil samples collected contained 5,700 parts per million (ppm) of motor oil (sample S-1) and 2,000 ppm diesel fuel (sample HA-2). A soil sample was collected from a depth of 12 feet in the area where an underground diesel tank and an underground motor oil tank had been removed contained 23 ppm of diesel fuel and 5.3 ppm of motor oil (sample HA-1).
- G. Engineering-Science, Inc. (ES) conducted a follow-up environmental investigation during March 1990 and installed four additional monitoring wells (i.e., MW-4, MW-5, MW-6, and MW-7), as well as hand augured 10 soil borings. Low levels of acetone, xylenes, and petroleum hydrocarbons existed in the subsurface soil in the vicinity of the former drum storage pad and former location of the underground diesel and waste oil tanks. While nine VOCs were detected in the groundwater, only two VOCs, (1,1-DCE and 1,2-dichloroethane [1,2-DCA]) were detected above maximum contaminant levels (MCLs) established by the federal government and adopted by the Department. PCE was also detected in excess of its proposed MCL which was subsequently adopted.

- H. Based on data from August 1990, groundwater containing concentrations of 1,1-DCE and PCE were passing beyond the boundary of the Property. ES subsequently interviewed the Lugoff Water District Manager and concluded that although many water wells are located near the Site, most are no longer used for drinking water supply.
- I. Over the course of the next few years, ES conducted a series of investigations or remedial measures in response to Department requests. In summary, the Department requested limited soil removal of TPH-impacted soils in the area of Boring SB-10. ES subsequently installed additional wells and excavated more than 120 cubic yards from the Property in 1991. Based upon the 1991 groundwater data, further VOC delineation was needed.
- J. Limited groundwater pumping and aquifer characterization tests (slug tests) were conducted by ES in 1992. Wells MW-14 and MW-15 were also installed to ensure the plume was not expanding to the southeast (i.e., downgradient).
- K. After several rounds of monitoring, the Department granted a reduction to semiannual monitoring in 1995. Parsons Engineering Science, Inc. (Parsons) conducted multiple rounds of groundwater monitoring during the time period of 1996 through 2000. Wells sampled by Parsons included MW-3A, MW-3B, MW-4, MW-10A, MW-10B, MW-11, MW-13, MW-15, and PW-1. At that time, Parsons concluded that there was no significant increase in the concentrations of the parameters of concern. CB&I (f/k/a Shaw Environmental, Inc.) was retained by Praxair in 2008 to reestablish current groundwater quality in all site wells and to provide the necessary information to determine the appropriate course of action regarding the groundwater monitoring program.
- L. In August 2008, CB&I's Groundwater Monitoring Report confirmed that concentrations of chlorinated compounds in groundwater at the

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Property had not significantly increased in comparison to data from 1996 to 2000 reported by previous consultants.

- M. In 2010, CB&I conducted a survey of private water supply wells covering a one-half-mile radius in the downgradient direction from the site in response to a Department request. The results of the survey identified no downgradient receptors, and the sampling program was reduced to an annual schedule as of December 2010.
- N. In June 2013, CB&I rescinded a pending Mann Kendall Statistical Analyses and a no further action (NFA) request to the Department after PCE concentrations were identified in the sample from MW-2 slightly exceeding the MCL. Confirmatory sampling in August and December 2013 indicated that the PCE concentrations were again less than the MCL in the area of MW-2.
- O. The June 2014 analytical results identified chlorinated VOC concentrations similar to those in previous sampling events. Both on- and off-site samples collected contained various VOCs with concentrations exceeding their respective MCLs. As of this writing, the following wells and parameters have sample concentrations above their respective MCLs:

ON-SITE WELLS

- MW-3B (1,1-DCE [11 µg/l] and PCE [93 µg/l])
- MW-7 (PCE [34 µg/l])

OFF-SITE WELLS

- MW-9B (1,1-DCE [25 µg/l]; PCE [7.3 µg/l]; and TCE [6.9 µg/l])
- MW-10A (PCE [7.2 µg/l])
- MW-10B (1,1-DCE [100 µg/l]; PCE [21 µg/l]; and TCE [170 µg/l])

- P. As the CB&I Groundwater Monitoring Program has been sampling for the full Target Compound List of VOCs since 2008, only chlorinated VOCs have been identified as contaminants of concern. Based on the investigations completed to date, the areas of concern for chlorinated VOC impact include both on-site and off-site properties (i.e., the north-central portion of the Praxair Property

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investigation is complete but the report is incomplete, the Department shall send to Praxair a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Praxair shall submit a revised report addressing the Department's comments.

C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Praxair shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Praxair.

5. Praxair shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Praxair pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Praxair shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may be or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if

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delivered by: (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) or nationally recognized overnight delivery service company, or (D) by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Tim Hornosky
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Hornostr@dhec.sc.gov

Praxair: Maria Tetteris
Praxair, Inc.
435 Donner Ave., Suite 430
Monessen, PA 15062

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Praxair will reimburse the Department's cost associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. Praxair shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of one thousand five hundred twelve dollars and ninety-eight cents (\$1,512.98) to reimburse estimated past response

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cost incurred by the Department through March 1, 2015 ("Past Costs") relating to the Site. Praxair's payment for Past Costs should be submitted to:

The Department: John K. Cresswell
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Praxair shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Praxair: Maria Tetteris
Praxair, Inc.
435 Donner Ave., Suite 430
Monessen, PA 15062

All of Praxair's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

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ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Praxair and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Praxair is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Praxair.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Praxair has completed the actions required under this Contract, Praxair shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Praxair and witnessed, signed, and sealed by a notary public. Praxair shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Kershaw County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate cleanup standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Praxair or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Praxair or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.



OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Praxair, its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the Response Actions specifically covered in the Contract including the approved Work Plan(s) and reports. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

13. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor and assign.

14. Subject to Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Praxair for any matters not expressly included in this Contract.



16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Praxair shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Praxair has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Praxair a Certificate of Completion that provides a covenant not to sue to Praxair, its signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Praxair successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Praxair, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Praxair and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Praxair elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site caused by Praxair that are inconsistent with the terms and conditions of this Contract;
- B. Failure by Praxair to complete the terms of this Contract or the Work Plan;
- C. Failure by Praxair to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Praxair, parents, subsidiaries, successors and assigns;
- E. Praxair providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Praxair's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by Praxair to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Praxair or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

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APPENDIX A

Legal Description of the Property

County of Kershaw

Tax Map Serial Number 297-00-00-005

SCHEDULE A

Premises

Parcel 1

All that piece, parcel or tract of land with improvements thereon, lying and being situate in the State of South Carolina, County of Kershaw, in Waterae Township and more particularly described as follows: Beginning at the southeasterly corner of a 3.26 acre parcel or land conveyed by E. I. DuPont de Nemours and Company to Kershaw County, South Carolina by deed dated July 7, 1950 and recorded in the office of the Clerk of Court of Common Pleas and General Sessions for Kershaw County, South Carolina in Deed Book DV at page 191, said corner being in the northerly line of the Seaboard Coastline Railroad Company's right-of-way and running thence along the easterly line of said 3.26 acre parcel of land North 40° 12' 22" West 400.00 feet to a point; thence North 53° 34' 15" East 545.68 feet to a point; thence South 40° 12' 22" East 400.00 feet to a point in the northerly line of the Seaboard Coastline Railroad Company's right-of-way; thence along said northerly line South 53° 34' 15" West 545.68 feet to the point and place of beginning, containing 5.0 acres of land, more or less.

The above described property is the same conveyed to Union Carbide Corporation by deed of E. I. DuPont de Nemours and Company dated February 17, 1969 and recorded in the office of the Clerk of Court for Kershaw County in Deed Book HW at page 155.

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APPENDIX B

Site Plans and List of Relevant Documents

Site Plans (see following Pages)

Relevant Documents:

January 3, 1990, Azimuth, Inc., Permit to Install Three Groundwater Monitoring Wells (letter).

1990, Azimuth, Inc., Unknown Title.

September 1990, Engineering Science, Inc., Environmental Assessment Report.

November 1991, Engineering Science, Inc., Draft Addendum to Phase III Environmental Assessment Work Plan.

April 1992, Engineering Science, Inc., Addendum to Phase III Environmental Assessment.

October 9, 1992, Engineering Science, Inc., Request for Approval for Well Construction and Installation at the GWPD Site #A-28-AA-13533.

June 30, 1997, Parsons Engineering Science, Inc., Monitoring Report for GWPD Site #A-28-AA-13533, Praxair, Inc., Lugoff, South Carolina.

July 28, 1998, Parsons Engineering Science, Inc., Monitoring Report for GWPD Site ID #A-28-AA-13533, Praxair, Inc., Lugoff, South Carolina.

September 1, 1999, Parsons Engineering Science, Inc., Monitoring Report for GWPD Site ID #A-28-AA-13533, Praxair, Inc., Lugoff, South Carolina.

September 15, 2000, Parsons Engineering Science, Inc., Monitoring Report for GWPD Site ID #A-28-AA-13533, Praxair, Inc., Lugoff, South Carolina.

August 2008, Shaw Environmental, Inc., 2008 Groundwater Monitoring Report.

January 2009, Shaw Environmental, Inc., 2008 Semi-Annual Groundwater Monitoring Report.

July 2009, Shaw Environmental, Inc., 2009 First Semiannual Groundwater Monitoring Report.

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January 2010, Shaw Environmental, Inc., 2009 Second Semiannual Groundwater Monitoring Report.

August 30, 2010, Shaw Environmental, Inc., 2010 First Semiannual Groundwater Monitoring Report.

July 27, 2011, Shaw Environmental, Inc., 2011 Annual Groundwater Monitoring Report.

August 16, 2012, Shaw Environmental, Inc., 2012 Annual Groundwater Monitoring Report.

August 29, 2013, CB&I, 2013 Annual Groundwater Monitoring Report.

July 2014, CB&I, 2014 Annual Groundwater Monitoring Report.