

**RESOLUTION
R 15-25**

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON TWO AGREEMENTS**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Environmental Indemnity Agreement and a Highway Authority Agreement between the Village of Lombard and BP Products North America, as attached hereto and marked Exhibits "A" and "B", respectively; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard both said Agreements as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest both said Agreements as attached hereto.

Adopted this 20th day of March, 2025.

Ayes: Trustee LaVaque, Puccio, Dudek, Militello and Bachner

Nays: None

Absent: None

Approved by me this 20th day of March, 2025.


Keith T. Giagnorio
Village President

ATTEST:

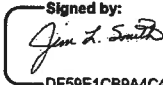

Eilizabeth Brezinski
Village Clerk

IN WITNESS WHEREOF, the parties have executed this Environmental Indemnity Agreement as of the day, month and year first above written.

VILLAGE OF LOMBARD

BP PRODUCTS NORTH AMERICA

By: 

By: 

Signed by:

DF59E1CB9A4C45F...

Printed Name: Keith T. Giagnorio Printed Name: Jim L. Smith

Title: Village President Title: Liability Manager

Exhibit A

Environmental Indemnity Agreement

Legal Description

Exhibit A. Legal Description

**The Real Property or its address is commonly known as 401 EAST NORTH AVENUE, LOMBARD, IL 60148.
The Real Property tax Identification number is 08-05-200-016-0000.**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF NORTH AVENUE, (STATE ROUTE 64 WHICH POINT IS 90 FEET EAST OF THE WEST LINE OF GRACE STREET; THENCE EAST ON THE SOUTH LINE OF NORTH AVENUE, A DISTANCE OF 195 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF GRACE STREET, A DISTANCE OF 182 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF NORTH AVENUE, A DISTANCE OF 195 FEET; THENCE NORTH ON A LINE 90 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GRACE STREET 182 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF NORTH AVENUE (ROUTE 64) WHICH POINT IS 90.0 FEET EAST OF THE WEST LINE OF GRACE STREET; THENCE ON AN ASSUMED BEARING OF NORTH 88 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF NORTH AVENUE, 5.00 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 42 SECONDS WEST, 25.74 FEET TO THE EAST LINE OF GRACE STREET, BEING 90.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GRACE STREET; THENCE NORTH 1 DEGREE 06 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF GRACE STREET, 25.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Exhibit B

Environmental Indemnity Agreement

IEPA MODEL HIGHWAY AUTHORITY AGREEMENT

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this _____ day of _____, 20 _____ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) BP Products North America, Inc. the owner/operator of the tank ("Owner/Operator") and (2) Village of Lombard the entity in control of the Right-of-Way ("Highway Authority"), collectively known as the "Parties".

WHEREAS, BP Products North America, Inc. is the owner or operator of one or more leaking underground storage tanks ("USTs") formerly located at 401 East North Avenue, in Lombard of DuPage County, Illinois ("the Site");

WHEREAS, as a result of the release of contaminants from the above referenced USTs ("the Releases"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Releases;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number #20080718 to the Releases.
3. Attached as **Exhibit A** is a scaled map(s) prepared by Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Releases.
4. Attached as **Exhibit B** is a table(s) prepared by Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in **Exhibit B** are identified on the map(s) in **Exhibit A**.
5. Attached as **Exhibit C** is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because **Exhibit C** is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Releases.
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Releases. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974

Village Clerk
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

BP Products North America, Inc.
ATTN: Remediation Management – Illinois
201 Helios Way, Floor 3
Houston, TX 77079

and

BP America, Inc.
ATT: HSSE Legal – Illinois UST
30 S. Wacker Drive, Suite 900
Chicago, IL 60606

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

Date: 3/20/25

Village of Lombard
By: [Signature]
Its: _____

Date: _____

Owner/Operator
Signed by: [Signature]
By: _____
Its: DF59E1CB9A4C45F... Liability Manager

Exhibit A

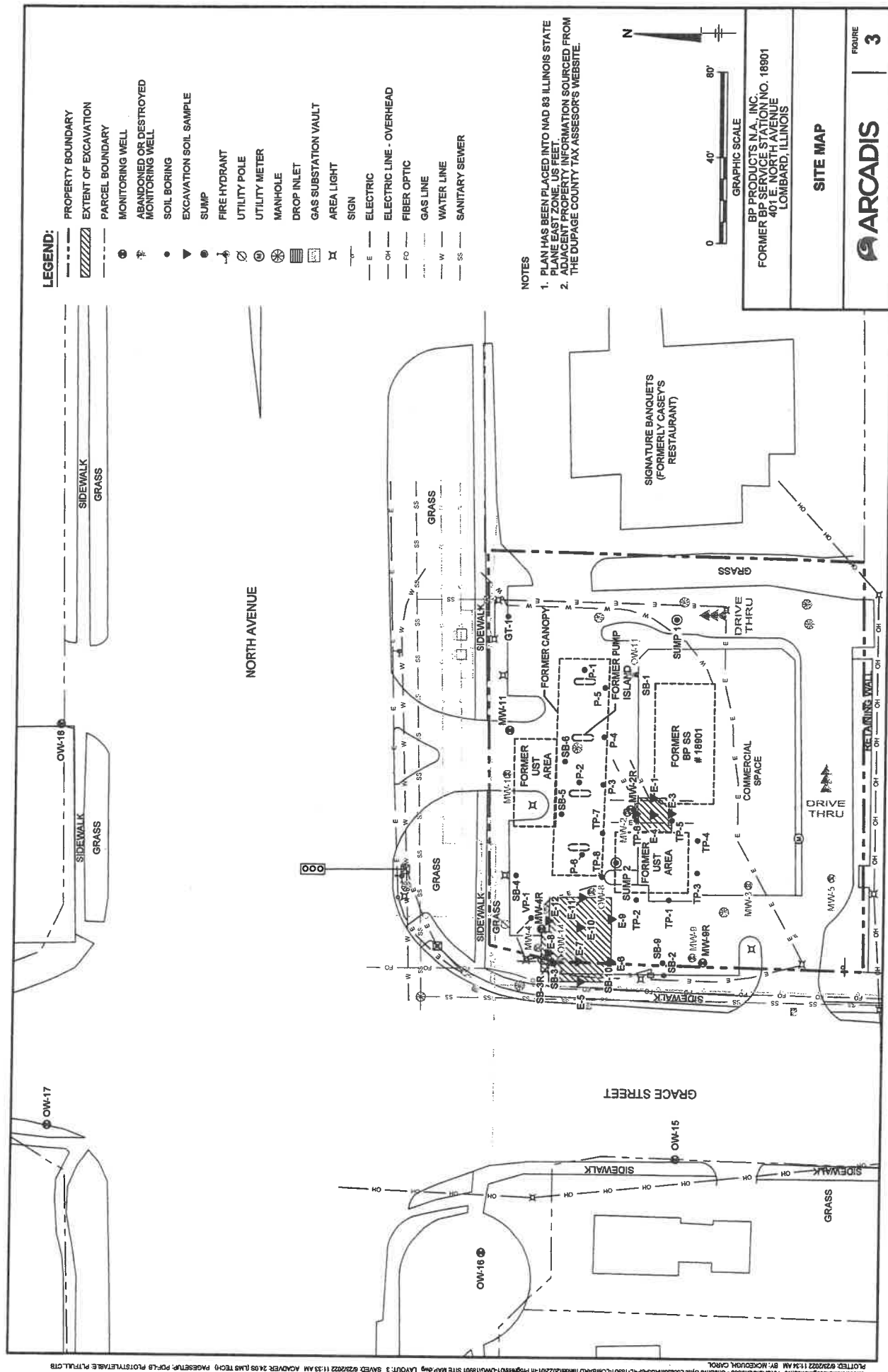
A horizontal graphic scale bar with alternating black and white segments. It is marked with '0' at the left end, '2000'' at the midpoint, and '4000'' at the right end. The text 'GRAPHIC SCALE' is centered below the bar.

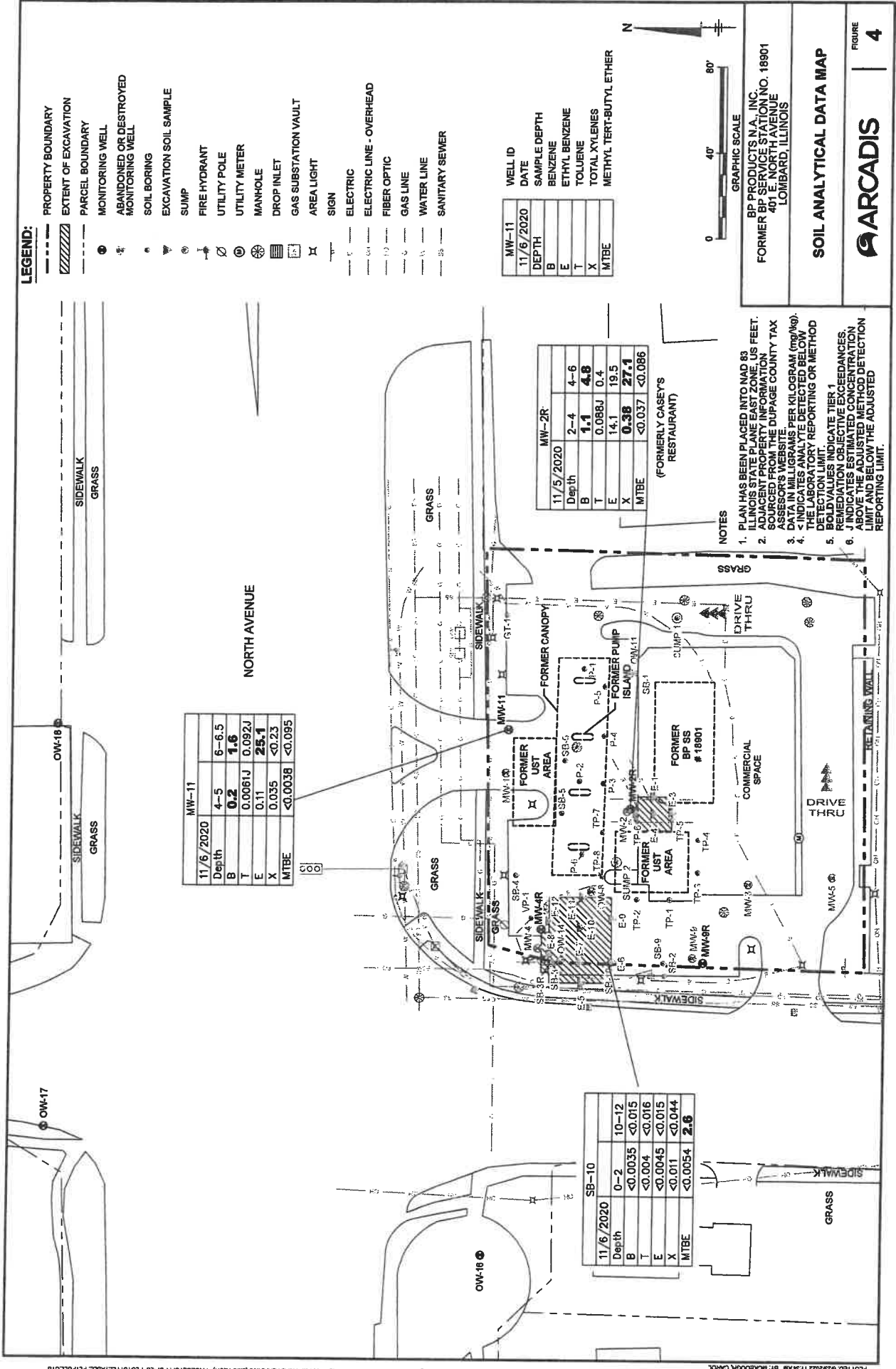


SITE LOCATION MAP



FIGURE 1





LEGEND:

- PROPERTY BOUNDARY
- EXTENT OF EXCAVATION
- PARCEL BOUNDARY
- MONITORING WELL
- ABANDONED OR DESTROYED MONITORING WELL
- SOIL BORING
- EXCAVATION SOIL SAMPLE
- SUMP
- FIRE HYDRANT
- UTILITY POLE
- UTILITY METER
- MANHOLE
- DROP INLET
- GAS SUBSTATION VAULT
- AREA LIGHT
- SIGN
- ELECTRIC
- ELECTRIC LINE - OVERHEAD
- FIBER OPTIC
- GAS LINE
- WATER LINE
- SANITARY SEWER

WELL ID	DATE	SAMPLE DEPTH	BENZENE	ETHYL BENZENE	TOLUENE	TOTAL XYLENES	METHYL TERT-BUTYL ETHER
MW-11	11/6/2020	B					
		E					
		T					
		X					
		MTBE					

11/5/2020	2-4	4-6
Depth	1.1	4.8
B	0.088J	0.4
E	14.1	19.5
X	0.38	27.1
MTBE	<0.037	<0.086

11/6/2020	4-5	6-6.5
Depth	0.2	1.6
B	0.0061J	0.092J
T	0.11	25.1
E	0.035	<0.23
X	<0.0038	<0.095
MTBE		

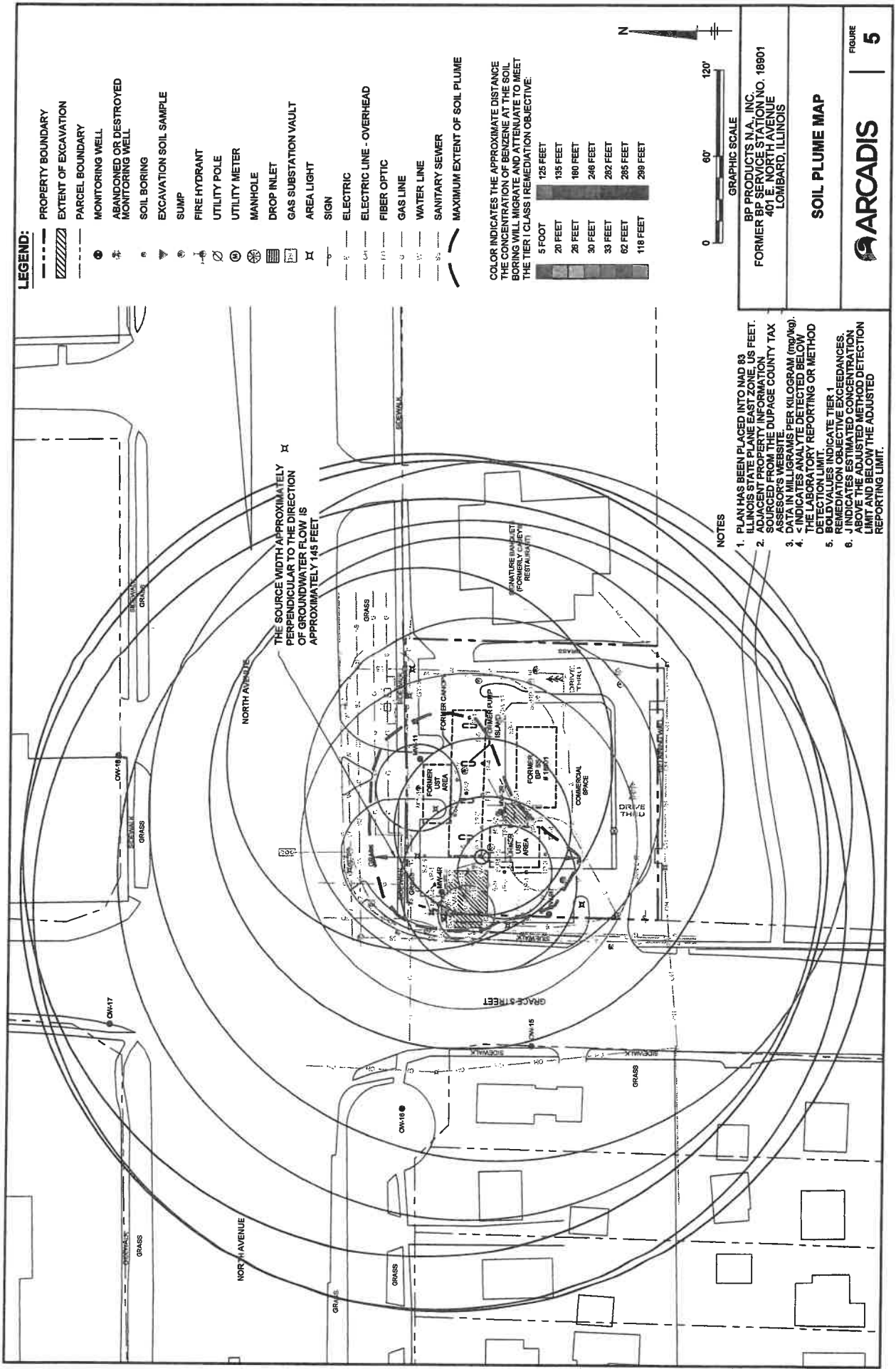
11/6/2020	0-2	10-12
Depth	<0.0035	<0.015
B	<0.004	<0.016
E	<0.0045	<0.015
X	<0.011	<0.044
MTBE	<0.0054	2.6

NOTES

- PLAN HAS BEEN PLACED INTO NAD 83 ILLINOIS STATE PLANE EAST ZONE, US FEET.
- ADJACENT PROPERTY INFORMATION SOURCED FROM THE DUPage COUNTY TAX ASSESSOR'S WEBSITE.
- DATA IN THIS REPORT ARE PRELIMINARY AND MAY BE SUBJECT TO CHANGE.
- THE LABORATORY REPORTING OR METHOD DETECTION LIMIT.
- BOLD VALUES INDICATE TIER 1 REMEDIATION OBJECTIVE EXCEEDANCES.
- J INDICATES ESTIMATED CONCENTRATION UNIT. THE ADJUSTED METHOD DETECTION LIMIT IS SHOWN IN THE ADJUSTED REPORTING LIMIT.

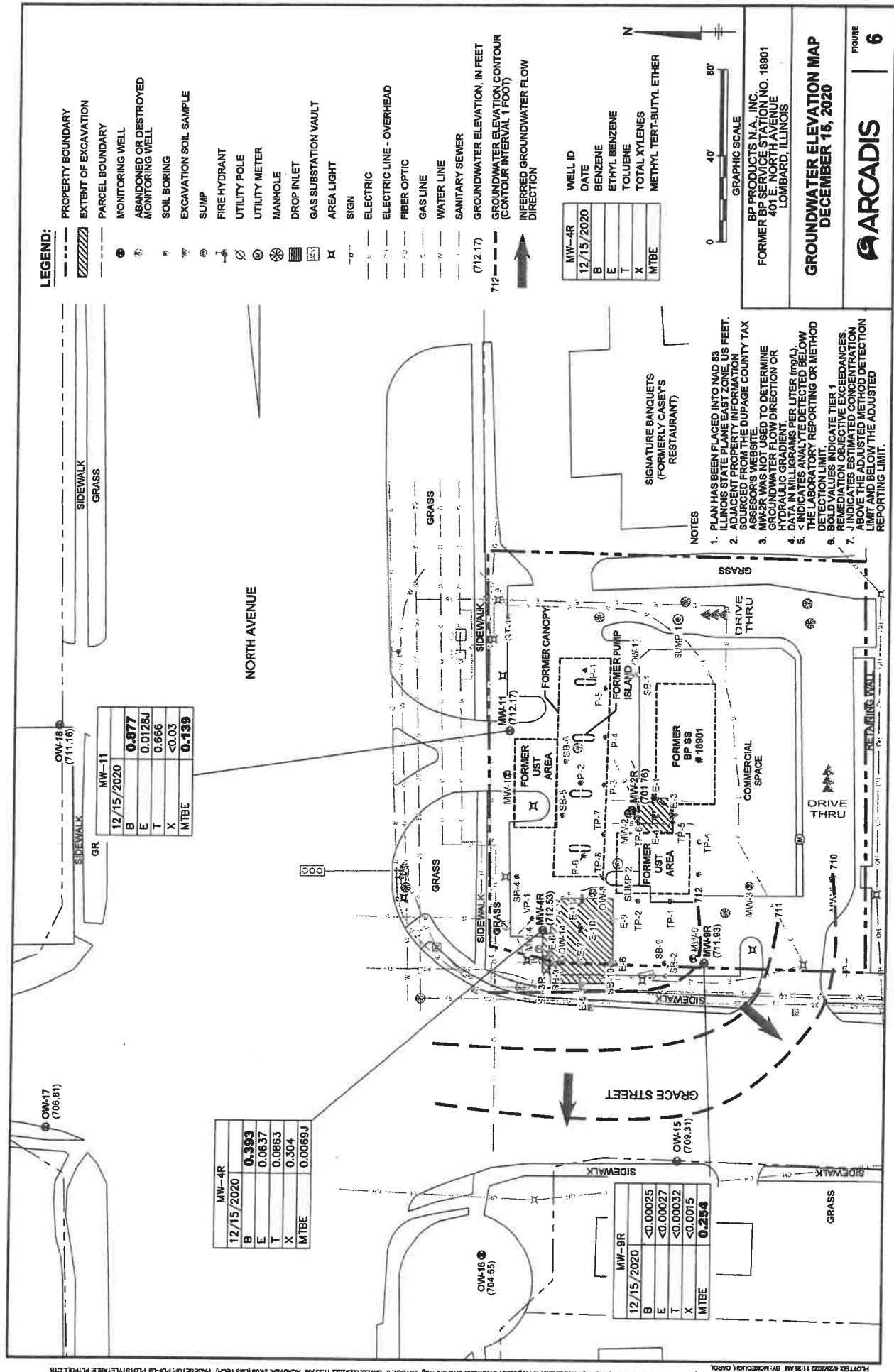
BP PRODUCTS N.A., INC.
FORMER BP SERVICE STATION NO. 18901
401 E. NORTH AVENUE
LOMBARD, ILLINOIS

SOIL ANALYTICAL DATA MAP



COLOR INDICATES THE APPROXIMATE DISTANCE THE CONCENTRATION OF REMEDIATION SOIL BORING WILL MIGRATE AND ATTEMPT TO MEET THE TIER 1 CLASS REMEDIATION OBJECTIVE.

Color	Distance (Feet)
Dark Blue	5 FOOT
Blue	20 FEET
Light Blue	26 FEET
Very Light Blue	30 FEET
White	33 FEET
Yellow	62 FEET
Orange	118 FEET
Red	125 FEET
Dark Red	135 FEET
Black	180 FEET
Dark Grey	246 FEET
Medium Grey	262 FEET
Light Grey	285 FEET
White	290 FEET



LEGEND:

- PROPERTY BOUNDARY
- EXTENT OF EXCAVATION
- PARCEL BOUNDARY
- MONITORING WELL
- ABANDONED OR DESTROYED MONITORING WELL
- SOIL BORING
- EXCAVATION SOIL SAMPLE
- SUMP
- FIRE HYDRANT
- UTILITY POLE
- UTILITY METER
- MANHOLE
- DROP INLET
- GAS SUBSTATION VAULT
- AREA LIGHT
- SIGN
- ELECTRIC
- ELECTRIC LINE - OVERHEAD
- FIBER OPTIC
- GAS LINE
- WATER LINE
- SANITARY SEWER
- GROUNDWATER ELEVATION, IN FEET (712.17)
- GROUNDWATER ELEVATION CONTOUR (CONTOUR INTERVAL 1 FOOT)
- INFERRED GROUNDWATER FLOW DIRECTION

WELL ID	DATE	BENZENE	ETHYL BENZENE	TOLUENE	TOTAL XYLENES	METHYL TERT-BUTYL ETHER
MW-4R	12/15/2020	B	E	T	X	MTBE

- NOTES
- PLAN HAS BEEN PLACED INTO NAD 83
 - ILLINOIS STATE PLANE EAST ZONE, US FEET.
 - ADJACENT PROPERTY INFORMATION
 - ASSUMES THE DUPAGE COUNTY TAX
 - GROUNDWATER FLOW DIRECTION OR
 - HYDRAULIC GRADIENT.
 - DATA IN MILLIGRAMS PER LITER (mg/L).
 - INDICATES ANALYTE DETECTED BELOW
 - THE DETECTION LIMIT OR METHOD
 - DETECTION LIMIT.
 - BOLD VALUES INDICATE TIER 1
 - REMEDIAL OBJECTIVE EXCEEDANCES.
 - J INDICATES ESTIMATED CONCENTRATION
 - ABOVE THE ADJUSTED METHOD DETECTION
 - LIMIT AND BELOW THE ADJUSTED
 - REPORTING LIMIT.

BP PRODUCTS N.A., INC.
FORMER BP SERVICE STATION NO. 18901
401 E. NORTH AVENUE
LOMBARD, ILLINOIS

GROUNDWATER ELEVATION MAP
DECEMBER 16, 2020

