
CHAPTER 21

CHAPTER 21
ATTACHMENT N
Financial Assurance

03/15/2023

RE: R. Stresau Laboratory, Inc.
Feasibility and Plan of Operation Report,
Financial Assurance, Attachment 21n
FID: 866009320
DNR License/ID Number: 6024

David Panofsky, P.E.
Wisconsin Department of Natural Resources
Hazardous Waste Program
PO Box 7921
Madison, WI 53707-7921

Dear Mr. Panofsky:

R. Stresau Laboratory Inc. (Stresau) submitted to WDNR an updated Feasibility and Plan of Operation Report (FPOR) for the renewal and extension of Stresau's current Thermal Treatment Unit (TTU) Hazardous Waste License (#06024), on 03/15/2023. Please append the FPOR application package with the enclosed information which is to be included under Attachment 21n.

In accordance with s. NR 664.0143, Wis. Adm. Code, Stresau must establish financial assurance that covers the closure cost estimate. Stresau has received an irrevocable letter of credit, which is described as follows (in accordance with 664.0143(4)(d)):

- Letter of Credit Number: 9943.
- Issuing Institution: Johnson Financial Group.
- Date of Issuance: 03/15/2023.
- EPA Identification Number: WID020488011.
- Name and Address of Facility: R. Stresau Laboratory, Inc., N8265 Medley Road, Spooner, WI, 54801.
- Amount of Funds Assured for Closure: \$58,000.

The letter of credit is attached to this letter.

Stresau has requested portions of the FPOR application be kept confidential. The corresponding affidavit of confidentiality is included in Attachment 21z of the FPOR application.

Please do not hesitate to contact me if you have any questions regarding the financial assurance documentation. My number is 715-635-2777 and my email is whanson@stresau.com.

Sincerely,



Wayne E. Hanson, President and Owner
R. Stresau Laboratory, Inc.

Attachments: Irrevocable Letter of Credit #9943

CHAPTER 21
ATTACHMENT O
Pollution Liability Insurance Policy

A. 2.b.	(Remediation Expenses -Offsite New Conditions)	\$100,000	\$1,000,000	\$2,000,000
B.	(Emergency Response Expenses)	\$100,000	\$1,000,000	\$2,000,000
C.1.a.	(Third Party Claims - Onsite Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
C.1.b.	(Third Party Claims - Onsite New Conditions)	\$100,000	\$1,000,000	\$2,000,000
C.2.a.	(Third Party Claims - Offsite Pre-Existing Conditions)	\$100,000	\$1,000,000	\$2,000,000
C.2.b.	(Third Party Claims - Offsite New Conditions)	\$100,000	\$1,000,000	\$2,000,000
D.1.	(Transportation – Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
D.2.	(Transportation – New Conditions)	\$100,000	\$1,000,000	\$2,000,000
E.	(Waste Disposal Activities)	\$100,000	\$1,000,000	\$2,000,000

Coverage	Deductible (Days)	Business Interruption (Days) Limit	Business Interruption (\$) Limit
F.1. (Business Interruption – Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
F.2. (Business Interruption – New Conditions)	Not Offered	Not Offered	Not Offered

Item 6. PREMIUM:

Policy Premium:

Premium for Acts of Terrorism (TRIA): Not Purchased

Total Premium (Including TRIA):

Premium:
 Surplus Lines Tax
 Stamping:
 Policy Fee:
 Total:

Compliance with all surplus lines placement requirements, including stamping the Policy and collection and payment of surplus lines taxes, is the responsibility of the broker.

Item 7. Minimum Earned Premium: 100%

Item 8. Intended Use:

Item 9. Covered Property(ies): N8265 Medley Road, Spooner, WI 54801

Item 10. Waste Disposal Activities Retroactive Date: May 13, 2011

Item 11. Separation Date Between Pre and New Conditions Coverage: September 14, 2001

Item 12. Policy Coverage Form: IE.COV.SPILLS.SEL.001 (1111) Select Coverage Form
Endorsements: See SCHEDULE OF ENDORSEMENTS

Date: May 19, 2021
MO/DAY/YR.



Authorized Representative

This insurance contract is with an insurer which has not obtained a certificate of authority to transact regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.

Surplus Lines Broker: Daniel Beck

198 W High Street, Somerville, NJ 08876

Named Insured: R. Stresau Laboratory, Inc

Policy Number: ISPILLSB9OHG001

Effective 12:01 AM: May 13, 2021

SCHEDULE OF ENDORSEMENTS

Endorsement number - Form Number – Edition Date – Form Name

1. Service of Suit Clause - Wisconsin - SC-9 (11_19)
2. IE.PN.ALL.002 (1019) Claim and Notice Reporting
- 3.
- 4.
5. IRON.END.ALL.016 (0419) Insurer Address Change
6. ADM-OFAC-0419 - Sanction Limitation and Exclusion Clause

8. IE.END.SPILLS.ALL.009 (1111) Defense Costs - 25% Outside the Limits
9. IE.END.ALL.001 (0216) Named Insured
10. MANUSCRIPT: Image Restoration Expenses Endorsement
11. MANUSCRIPT: State of Wisconsin Financial Responsibility Endorsement
12. MANUSCRIPT: Pollutants Definition Amendatory Endorsement - Not to Include PFAS



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 1

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE – WISCONSIN

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Ironshore Specialty Insurance Co. hereby appoints the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company furthermore designates Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717 as the agent to whom a copy of the Service of Process should be forwarded by the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the State of Wisconsin. A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Ironshore Specialty Insurance Co., 175 Berkeley Street, Boston, MA 02116.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

May 19, 2021
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 2

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM AND NOTICE REPORTING

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

POSTAL SERVICE to:

Ironshore Environmental Claims CSO
28 Liberty Street, 5th Floor
New York, NY 10005

E-MAIL to:

USClaims@ironshore.com

FAX to:

646-826-6601

By phone via:

24 Hour Claims Phone Number:

(888) 292-0249

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

May 19, 2021

Date

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

May 19, 2021

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 5

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURER ADDRESS CHANGE

It is hereby understood and agreed that the street address of the Insurer's main administrative office and mailing address is changed to:

175 Berkeley Street
Boston, MA 02116

The street address for the Representative of the Insurer and Notice of Claim reporting is changed to:

c/o Ironshore Insurance Services LLC.
28 Liberty Street, 5th Floor
New York, NY 10005

The street address for the Service of Process/Suit provision in this policy is changed to:

175 Berkeley Street
Boston, MA 02116

For the purposes of this endorsement:

1. "Insurer" means the "Insurer", "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
2. "Notice of Claim reporting" means any "notice of claim/circumstance", "notice of loss", "notice of wrongful act", or other such reference in the policy designated for the reporting of claims, loss, acts, occurrences or situations that may give rise or result in loss under this policy.
3. "Policy" means the policy, bond or other insurance product to which this endorsement is added.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

May 19, 2021
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 6

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

May 19, 2021
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 8

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS – 25% OUTSIDE THE LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **A. POLICY AGGREGATE LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

A. POLICY AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for all **Loss, Business Interruption Expense** and **Extra Expense** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in Item **4.** of the Declarations.

Legal Costs paid by the Company in an amount up to 25% of the Policy Aggregate Limit of Liability set forth in Item **4.** of the Declarations shall not erode such Policy Aggregate Limit of Liability.

Such **Legal Costs** shall be subject to the Deductible set forth below in Paragraph **D.** and erode the Coverage Section Aggregate Limit of Liability set forth in Paragraph **B.** below and the Each Incident Limit of Liability set forth in Paragraph **C.** below.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

May 19, 2021
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 9

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Stresau Laboratory, Inc. dba Hanson Machine

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

May 19, 2021
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 10

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMAGE RESTORATION EXPENSES ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. The following is added to Section I. **COVERAGE GRANTS:**

IMAGE RESTORATION EXPENSES

To pay on behalf of the **Insured**, **Image Restoration Expenses** that directly result from an **Image Restoration Event**, provided that the **Pollution Incident** giving rise to the **Image Restoration Event** is on, under or migrating from a **Covered Property**. This coverage shall apply only if: **1)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is first discovered by the **Insured** during the **Policy Period**. Discovery of such a **Pollution Incident** occurs when a **Responsible Insured** first becomes aware of the **Pollution Incident**; and **2)** the **Pollution Incident** giving rise to the **Image Restoration Expenses** is reported to the Company in accordance with Section IV., Paragraph B.

2. **Item 5. COVERAGES, COVERAGE SECTION LIMITS, AND DEDUCTIBLES** of the Declarations is amended to include the following:

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Aggregate Limit
(Image Restoration Expenses)	\$100,000	\$250,000	\$250,000

3. The following definitions are added to Section IX. **DEFINITIONS:**

Image Restoration Event means a **Pollution Incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of the **Named Insured** for such **Pollution Incident**.

Image Restoration Expenses means reasonable expenses to restore public reputation and consumer confidence incurred by the **Insured** within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the **Pollution Incident** giving rise to the **Image Restoration Event** and within thirty (30) days of the commencement of such **Pollution Incident**. **Image Restoration Expenses** shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the **Named Insured** at the direction of such firms. **Image Restoration Expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media without the prior written consent of the Company.

4. Solely with respect to coverage provided under this endorsement, the following is added to the definition of **Loss** set forth in Section IX. **DEFINITIONS**:

Loss shall also include **Image Restoration Expenses**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

May 19, 2021

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 11

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE OF WISCONSIN FINANCIAL RESPONSIBILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

Solely with respect to: 1) a location scheduled below; and 2) a **Claim** made by a party to whom the Company has issued a certificate of financial responsibility pursuant to s. NR 664.0147 or 665.0147, Wis. Adm. Code, it is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. **Schedule of Locations:**
N8265 Medley Road, Spooner, WI 54801

2. **COVERAGE TO DEMONSTRATE FINANCIAL RESPONSIBILITY**

Section I. **COVERAGE GRANTS**, Paragraphs **A.**, **B.** and **C.** are deleted and replaced with the following:

REMEDIATION EXPENSES

To pay on behalf of the **Insured**:

Coverage A.1 - Onsite Pollution

1. **NOT PROVIDED UNDER THIS ENDORSEMENT.**

Coverage A.2—Offsite Pollution

2. **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are beyond the boundaries of the **Covered Property**, provided such **Remediation Expenses** arise from **Offsite Pollution** and result from:
 - a. **Pre-Existing Conditions**, or
 - b. **New Conditions**.
3. Coverage under Section **I.A.1** and **A.2** shall apply only if:
 - a. (i) The **Pollution Incident** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**; (ii)

the **Insured** reports the **Pollution Incident** to the Company, in writing, during the **Policy Period**; and (iii) the **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority as required by **Environmental Laws**; or

- b. The **Insured** becomes legally obligated to pay such **Remediation Expenses** as a result of a **Claim**, and the **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.
4. Coverage under Section **I.A.1** and **A.2** shall only apply to the extent the **Claim** is one for which the **Insured** is required to demonstrate financial responsibility pursuant to s. NR 664.0147 or 665.0147, Wis. Adm. Code.

B. EMERGENCY RESPONSE EXPENSES

To pay on behalf of the **Insured**, **Emergency Response Expenses** incurred by or on behalf of the **Insured** in response to a **Claim** and an imminent and substantial threat to human health or the environment. The **Emergency Response Expenses** must: (i) arise from a **Pollution Incident** that first commenced during the **Policy Period**; (ii) be incurred within seven (7) days of the commencement of such **Pollution Incident** and beyond the boundaries of a **Covered Property**; and (iii) be reported to the Company within fourteen (14) days of the commencement of such **Pollution Incident**. For this Coverage to apply, the **Pollution Incident** giving rise to the **Emergency Response Expenses** must be unexpected and unintended from the standpoint of the **Insured**.

Coverage under Section **B.** shall only apply to the extent the **Claim** is one for which the **Insured** is required to demonstrate financial responsibility pursuant to s. NR 664.0147 or 665.0147, Wis. Adm. Code.

C. THIRD-PARTY CLAIMS

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** arising from:

Coverage C.1—Onsite Pollution

1. **Onsite Pollution** resulting from:

Pre-Existing Conditions, or

New Conditions,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is within the boundaries of the **Covered Property**.

Coverage C.2—Offsite Pollution

2. **Offsite Pollution** resulting from:

a. **Pre-Existing Conditions**, or

b. **New Conditions**,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is beyond the boundaries of the **Covered Property**.

3. Coverage under **I.C.1** and **C.2** shall apply only if such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable. Further, there shall be no coverage for **Remediation Expenses** or **Emergency Response Expenses** under **I.C.1** and **C.2**.

4. Coverage under Section **I.C.1** and **C.2** shall only apply to the extent the **Claim** is one for which the **Insured** is required to demonstrate financial responsibility pursuant to s. NR 664.0147 or 665.0147, Wis. Adm. Code.

3. LIMITS OF THIS FINANCIAL RESPONSIBILITY ENDORSEMENT

- a. **Item 5.** of the Declarations is deleted in its entirety and replaced with the following:

Endorsement Each Incident Limit:

Total Combined Limit for Section I. **COVERAGE GRANTS**, Paragraphs **A.**, **B.** and **C.** is \$1,000,000 for each **Claim** or **Claims** arising from the same **Pollution Incident**.

- b. The deductible for coverage provided pursuant to this Endorsement shall be \$100,000 for each **Claim** or **Claims** arising from the same **Pollution Incident**.
- c. The following is added to **Item 4.** of the **Declarations**:

Endorsement Aggregate Limit for Coverage Required Pursuant to 40 CFR Part 280: \$2,000,000.

- d. Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **A.**, **B.**, **C.** and **D.** are deleted in their entirety, and the following Paragraphs **A.**, **B.**, **C.** and **D.** are added to the Policy:

A. ENDORSEMENT AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for the total of all **Loss** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during the **Policy Period** set forth in **Item 3.** of the **Declarations**, or any applicable **Extended Reporting Period**, and covered under Section I. **COVERAGE GRANTS**, Paragraphs **A.**, **B.** or **C.**, as amended by this endorsement, shall not exceed the "Endorsement Aggregate Limit" set forth in **Item 4.** of the **Declarations**, as amended by this Endorsement.

B. ENDORSEMENT EACH INCIDENT LIMIT OF LIABILITY – Coverages A., B. and C.

Subject to Paragraph **A.** above, the most the Company will pay for the total of all **Loss** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during the **Policy Period** set forth in **Item 3.** of the **Declarations**, as amended by this endorsement, or any applicable **Extended Reporting Period**, and covered under Section I. **COVERAGE GRANTS**, Paragraphs **A.**, **B.** and **C.** arising out of the same, related or continuous **Pollution Incident(s)** is the "Endorsement Each Incident Limit" amount (\$1,000,000) set forth in **Item 5.** of the **Declarations**, as amended by this endorsement.

C. DEDUCTIBLE

Subject to Paragraphs **A.** and **B.** above, the Company will pay for all **Loss** in excess of the applicable deductible amount set forth above in this Endorsement. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**. However, if the **Insured** is unable or unwilling to pay any or all amounts of the Deductible, the Company shall pay such amounts.

Notwithstanding anything herein to the contrary, the Company shall be liable for the payment of amounts within any deductible applicable to the Policy to the provider of corrective action or a damaged third-party. The **Named Insured** shall promptly reimburse the Company for advancing any amounts within the deductible upon the Company's request.

D. LEGAL COSTS SUBLIMIT – 25% OUTSIDE THE LIMITS

The most the Company will pay for the total of all **Legal Costs** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during the **Policy Period** set forth

in **Item 3.** of the Declarations, as amended by this endorsement, or any applicable **Extended Reporting Period**, and covered under Section I. **COVERAGE GRANTS**, Paragraphs **A., B. or C.,** as amended by this endorsement, shall not exceed 25% of the "Endorsement Aggregate Limit" set forth in the Declarations, as amended by this Endorsement. The payment of such **Legal Costs** shall not erode the "Endorsement Aggregate Limit of Liability", the "Endorsement Each Incident Limit" or the "Policy Aggregate" limit set forth in the Declarations.

4. **EXTENDED REPORTING PERIOD – 180 DAYS**

Section **VIII. EXTENDED REPORTING PERIOD**, Paragraph **A.** is deleted in its entirety and replaced with the following:

VIII. EXTENDED REPORTING PERIOD

A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of one-hundred eighty (180) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. the **Named Insured** has purchased the Optional **Extended Reporting Period** available under paragraph **B.** below;
2. the Policy is terminated by the Company for fraud or non-payment of premium; or
3. the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the one-hundred eighty (180) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the one-hundred eighty (180) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

5. **CANCELLATION – 60 DAYS**

The Paragraph entitled **CANCELLATION** set forth in Section **VII. CONDITIONS** is deleted in its entirety and replaced with the following:

CANCELLATION

Coverage provided pursuant to this Endorsement may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

Coverage provided pursuant to this Endorsement may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than sixty (60) days (or ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. The Company may cancel the coverage provided pursuant to this Endorsement for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due;
3. Nonpayment of premium when due; or
4. The erosion of the Policy Aggregate Limit set forth in Item 4. of the Declarations.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period** for the coverage provided pursuant to this Endorsement. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in the Declarations. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation. Notwithstanding anything herein to the contrary, there shall be no return premium unless the entire Policy is cancelled, and there shall be no return premium in the event that coverage provided pursuant to this Endorsement is cancelled due to the erosion of the Policy Aggregate Limit set forth in Item 4. of the Declarations.

6. **REIMBURSEMENT CONDITION**

The following is added to Section **VII. CONDITIONS**:

REIMBURSEMENT OF AMOUNTS PAID PURSUANT TO THIS ENDORSEMENT

The **Insured** hereby agrees to immediately reimburse the Company for any amounts paid by the Company pursuant to the terms of this Endorsement.

Further, all terms, conditions, and limitations in the Policy to which this endorsement is attached shall remain in full force and effect as binding between the **Named Insured** and the Company. The **Named Insured** agrees to reimburse the Company for any payment made by the Company on account of any breach of the terms of this Policy, or for any payment that the Company would not have been obligated to make under the provisions of the Policy except for the agreements contained in this Endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

May 19, 2021

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 12

Policy Number: ISPILLSB9OHG001
Insured Name: R. Stresau Laboratory, Inc

Effective Date of Endorsement: May 13, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTANTS DEFINITION AMENDATORY ENDORSEMENT - NOT TO
INCLUDE PFAS**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The definition of **Pollutants** set forth in Section **IX. DEFINITIONS** is amended by the addition of the following:

Notwithstanding anything above to the contrary, **Pollutants** shall not include any perfluoroalkyl or polyfluoroalkyl substance (PFAS), including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, "C8", "ADONA," perfluoroalkane sulfonyl fluoride (PASf), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals. Further, **Pollutants** shall not include aqueous film forming foam (AFFF) containing PFAS (at any concentration) or any additives or component materials contained therein or degradation by-products thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

May 19, 2021

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT
(SPILLS)
COVERAGE FORM**

Insured Name: R. Stresau Laboratory, Inc
Policy Number: ISPILLSB9OHG001

IMPORTANT INFORMATION FOR THE INSURED: CAREFULLY REVIEW THIS POLICY IN FULL. IT CONTAINS PROVISIONS WHICH RESTRICT, EXCLUDE OR OTHERWISE REDUCE OR CURTAIL COVERAGE, AND IT MAY BE DIFFERENT FROM OTHER INSURANCE POLICIES THAT YOU HAVE SEEN OR PURCHASED IN THE PAST. LEGAL FEES AND EXPENSES ARE INCLUDED WITHIN AND ERODE THE LIMITS OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE.

SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.

THE HEADINGS DO NOT CONSTITUTE TERMS OR CONDITIONS OF THIS POLICY AND ARE INCLUDED SOLELY FOR CONVENIENCE. THE HEADINGS SHALL NOT IN ANY MANNER MODIFY OR OTHERWISE AFFECT ANY OF THE PROVISIONS OF THIS POLICY. DEFINED TERMS APPEAR IN BOLD FONT.

Subject to and contingent upon the **Named Insured's** payment in full of the premium when due and any applicable deductible and in reliance upon the truth, accuracy, and completeness of the statements in the insurance application and any materials submitted in connection therewith or prior thereto, and subject to all terms, conditions, limitations, and exclusions of this Policy, the Company agrees with the **Named Insured** to the following:

I. COVERAGE GRANTS

ONLY THOSE SPECIFIC COVERAGES INDICATED ON THE DECLARATIONS AS PURCHASED BY THE NAMED INSURED ARE APPLICABLE.

A. REMEDIATION EXPENSES

To pay on behalf of the **Insured**:

Coverage A.1 - Onsite Pollution

- 1. Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are on or under a **Covered Property**, provided such **Remediation Expenses** arise from **Onsite Pollution** and result from:
 - a. **Pre-Existing Conditions**, or
 - b. **New Conditions**.

Coverage A.2—Offsite Pollution

- 2. Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are beyond the boundaries of the **Covered Property**, provided such **Remediation Expenses** arise from **Offsite Pollution** and result from:
 - a. **Pre-Existing Conditions**, or
 - b. **New Conditions**.

3. Coverage under Section I.A.1 and A.2 shall apply only if:
 - a. (i) The **Pollution Incident** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**; (ii) the **Insured** reports the **Pollution Incident** to the Company, in writing, during the **Policy Period**; and (iii) the **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority as required by **Environmental Laws**; or
 - b. The **Insured** becomes legally obligated to pay such **Remediation Expenses** as a result of a **Claim**, and the **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

B. EMERGENCY RESPONSE EXPENSES

To pay on behalf of the **Insured**, **Emergency Response Expenses** incurred by or on behalf of the **Insured** in response to an imminent and substantial threat to human health or the environment. The **Emergency Response Expenses** must: (i) arise from a **Pollution Incident** that first commenced during the **Policy Period**; (ii) be incurred within seven (7) days of the commencement of such **Pollution Incident**; and (iii) be reported to the Company within fourteen (14) days of the commencement of such **Pollution Incident**. For this Coverage to apply, the **Pollution Incident** giving rise to the **Emergency Response Expenses** must be unexpected and unintended from the standpoint of the **Insured**.

C. THIRD-PARTY CLAIMS

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** arising from:

Coverage C.1—Onsite Pollution

1. **Onsite Pollution** resulting from:

- a. **Pre-Existing Conditions**, or
- b. **New Conditions**,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is within the boundaries of the **Covered Property**.

Coverage C.2—Offsite Pollution

2. **Offsite Pollution** resulting from:

- a. **Pre-Existing Conditions**, or
- b. **New Conditions**,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is beyond the boundaries of the **Covered Property**.

3. Coverage under I.C.1 and C.2 shall apply only if such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable. Further, there shall be no coverage for **Remediation Expenses** or **Emergency Response Expenses** under I.C.1 and C.2.

D. TRANSPORTATION

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury**, **Property Damage** or **Remediation Expenses** resulting from:

1. **Pre-Existing Conditions**, or
2. **New Conditions**,

which **Pre-Existing Conditions** or **New Conditions** arise from **Transportation**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

E. WASTE DISPOSAL ACTIVITIES

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury, Property Damage** or **Remediation Expenses** that arise from a **Pollution Incident** resulting from **Waste Disposal Activities**. The **Waste Disposal Activities** must take place on or after the Waste Disposal Retroactive Date set forth in Item 10. of the Declarations, or the date that the **Insured** first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

F. BUSINESS INTERRUPTION

To pay the **Insured's Business Interruption Expenses** and **Extra Expenses** during the **Period of Interruption** that directly results from **Onsite Pollution** resulting from:

1. **Pre-Existing Conditions**; or
2. **New Conditions**.

This Coverage shall apply only if the **Pollution Incident** giving rise to the **Business Interruption Expenses** or **Extra Expenses** is first discovered by the **Insured** and reported to the Company during the **Policy Period**, and such **Pollution Incident** results in **Remediation Expenses** covered under this Policy. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**. Further, if the **Period of Interruption** results from a **Pollution Incident** and any other cause(s), the Company shall only pay that portion of **Business Interruption Expenses** and **Extra Expenses** solely attributable to the **Pollution Incident**.

II. DEFENSE

The Company has the right and duty to defend, including the right to select and appoint counsel to represent, the **Insured** against any **Claim**, even if groundless, false or fraudulent, to which this Policy applies. However, the Company has no duty to defend the **Insured** against any **Claim** to which this Policy does not apply. The Company shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability described in Section VI. has been exhausted. Upon the **Insured's** satisfaction of any applicable deductible amounts, **Legal Costs** shall reduce the Limits of Liability shown in Item 5. of the Declarations. With respect to any such **Claim** being defended by the Company, the Company shall pay all reasonable expenses incurred by the **Insured** at the Company's request to assist it in the investigation or defense of the **Claim**, including actual loss of earnings up to \$750 a day because of time off from work subject to an aggregate limit of \$7,500 for all such expenses.

The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** without the prior written consent of the Company. The **Insured** must notify the Company of all settlement offers and the Company will in turn present all settlement offers to the **Insured**. If the Company recommends a monetary settlement which is acceptable to a claimant and is within the Limits of Liability and the **Insured** refuses to consent to such settlement, then the Company's duty to defend shall end, the **Insured** shall thereafter negotiate and defend such **Claim** independently of the Company, and the Company's liability shall not exceed the amount, less the Deductible, for which the **Claim** could have been settled if such recommendation was consented to.

To the extent the **Insured** is entitled pursuant to applicable laws to select independent counsel at the Company's expense, the attorneys' fees and other costs or expenses the Company will pay are limited to the rates the Company would pay to counsel the Company would have retained or could otherwise have retained in the community where the **Claim** is being defended. Such independent counsel must also meet any reasonable requirements, experience, or qualifications standards that the Company may deem appropriate. All such counsel shall keep the Company fully informed and shall promptly respond to requests for information from the Company.

III. EXCLUSIONS - ALL COVERAGES

This Policy does not insure and none of the coverages provided by this Policy apply to **Loss, Business Interruption Expenses** or **Extra Expenses** arising out of or in any way relating to any of the following:

A. ASBESTOS AND LEAD-BASED PAINT

Any asbestos, asbestos containing materials or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to Coverage C. (Third-Party Claims), or to **Remediation Expenses** for the remediation of soil, surface water or groundwater.

However, this exclusion shall not apply to **Remediation Expenses** within any structures, provided that such **Remediation Expenses** are the direct result of a **Pollution Incident** which commences during the **Policy Period** and arises from explosion, fire, lightning, **Flood** or windstorm damage, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement. Subject to Section VI. **LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **A** through **D**, the most the Company will pay for **Remediation Expenses**, regardless of the number of **Insureds**, **Covered Properties**, **Pollution Incidents**, **Claims** or claimants, pursuant to the exception contained in this Paragraph shall not exceed \$100,000.

B. CONTRACTUAL LIABILITY

Any liability assumed by an **Insured** through or by contract or agreement. This exclusion does not apply to liability that the **Insured** would have had in the absence of the contract or agreement or to liability assumed in an **Insured Contract**.

C. CRIMINAL PUNISHMENTS

Any criminal fines, criminal penalties or criminal assessments.

D. EMPLOYER LIABILITY

Any **Bodily Injury** to:

1. An **Insured**, or an employee of an **Insured** or its parent, subsidiary or affiliate while engaged in employment by the **Insured** or its parent, subsidiary or affiliate; or
2. Any person whose right to assert a **Claim** against the **Insured** arises by reason of any employment, blood, marital, or any other relationship with the **Insured** or its parent, subsidiary or affiliate.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such **Bodily Injury**.

E. INSURED'S INTERNAL EXPENSES

Any costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company, which it may grant or withhold in its sole discretion.

F. INSURED'S NON-COMPLIANCE

Any **Pollution Incidents** or **Remediation Expenses** that result from or are associated with a **Responsible Insured's** intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to non-compliance based upon:

1. The **Insured's** good faith reliance upon written advice of qualified counsel received in advance of such non-compliance; or
2. An **Insured's** reasonable efforts to mitigate a **Pollution Incident** that necessitates immediate action, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement.

G. INSURED VS INSURED

Any **Claim** by or on behalf of any **Insured** against any other **Insured**.

H. MATERIAL CHANGE IN USE

A material change in use at any **Covered Property**. A material change in use shall mean any use different from the use identified in Item 8. of the Declarations. This exclusion shall not apply if the **Insured** submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice. The Company is under no obligation to approve any such change in use, but may do so, in its sole discretion, dependent upon such terms and conditions (including but not limited to the payment of additional premium) as the Company may impose. If the Company approves the material change in use, the **Insured** shall agree to any changes to the terms and conditions to this Policy and pay any additional premium as the Company may require prior to the endorsement of such material change.

I. NON-DISCLOSURE

Any **Pollution Incident**:

1. Which is known by a **Responsible Insured** prior to the **Inception Date** and not specifically disclosed in writing in the application for this Policy; or
2. On, under or migrating from a **Covered Property** which is known by a **Responsible Insured** and not specifically disclosed to the Company in writing prior to the Company's addition of such **Covered Property** by endorsement to this Policy.

J. NUCLEAR AND RADIOLOGICAL MATERIAL – INTENTIONAL OR UNLAWFUL RELEASE

Any nuclear or radiological materials of any nature or any of their by-products which are intentionally or unlawfully dispersed or released by any person, including but not limited to the dispersal or release by use of an explosive device.

K. PROPERTY DAMAGE TO CONVEYANCES

Any **Property Damage** to any truck, rail car, trailer, rolling stock, intermodal container, shipping container, container, aircraft, vessel, engine, or any other conveyance of any nature utilized during **Transportation**. This exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

L. UNDERGROUND STORAGE TANKS

Any **Underground Storage Tank** which is: (i) known to a **Responsible Insured** as of either the **Inception Date** or, for properties added to the Policy during the **Policy Period**, the date on which the property first becomes covered under this Policy; or (ii) installed during the **Policy Period**.

This exclusion does not apply to any **Underground Storage Tank** which has been:

1. Closed or abandoned in place in accordance with all applicable **Environmental Laws** prior to the **Inception Date**;
2. Removed prior to the **Inception Date**; or
3. Scheduled to this Policy by endorsement.

M. WAR

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

N. WORKERS COMPENSATION, UNEMPLOYMENT, SOCIAL SECURITY, DISABILITY AND SIMILAR LAWS

Any obligation pursuant to any worker's compensation, unemployment insurance, social security, disability benefits or any similar or related laws.

IV. CLAIMS AND NOTICE PROVISIONS

As a condition precedent to any coverage provided by this Policy, the **Insured** must do each and all of the following:

- A. Without limiting the requirements in any insuring agreements in this Policy, in the event of any **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**, the **Insured** shall provide notice thereof as soon as practicable to the Company's address set forth in the Declarations or (as such address may hereinafter be modified by the Company in writing). In addition, the **Insured** shall provide notice as soon as practicable to the Company's address set forth in the Declarations of any events or circumstances that may reasonably be expected to give rise to a **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**. All such notice shall include detailed information pertaining to:
1. The appropriate person to contact regarding the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**;
 2. The location of and a description of the **Pollution Incident**;
 3. A description of the **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**, as applicable;
 4. Any response actions taken by the **Insured** relating to the **Claim or Pollution Incident**; and
 5. Any other pertinent information in the **Insured's** possession or control concerning any actual or potential **Pollution Incident, Claim, Remediation Expenses, Loss, Legal Costs, Business Interruption Expenses or Extra Expenses**.
- B. In the event that **Emergency Response Expenses** are incurred, the **Insured** must provide, in writing, all available information relating to such **Emergency Response Expenses** and the **Pollution Incident** giving rise thereto to the Company within fourteen (14) days of commencement of the **Pollution Incident**. Such information shall include all applicable information detailed in Paragraph **A.** of this Section.
- C. Without limiting the requirements in any insuring agreements in this Policy, the **Insured** shall provide notice as soon as practicable of any **Claim**, but, in any event, during the **Policy Period**, or **Extended Reporting Period**, if applicable. The **Insured** shall furnish all information requested by the Company, including, but not limited to, the following information as soon as practicable after the receipt by the **Insured** or the **Insured's** representative or agent:
1. Copies of any demands, notices, summonses, or legal papers received by the **Insured**;
 2. All correspondence between the **Insured** and any third party claimants;
 3. All reports, notes or other documents prepared by persons hired by the **Insured** to investigate the **Claim**;
 4. All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and
 5. All other information which the Company may require concerning the **Claim** whether or not the **Insured** deems such to be relevant to the **Claim**.

V. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION INCIDENT

A. THE COMPANY'S RIGHTS

The Company shall have the right, but not the duty, to assume direct control over the incurrence of **Remediation Expenses or Emergency Response Expenses** and to participate in decisions regarding any covered **Remediation Expenses or Emergency Response Expenses** upon receiving notice as provided in Section **IV.** of this Policy. Any **Remediation Expenses or Emergency Response Expenses** expended by the Company in taking such action will be deemed incurred or expended by the **Insured** and shall be applied against the Limits of Liability and deductible under this Policy as described in Section **VI.**

B. THE INSURED'S DUTIES

The **Named Insured** shall have the duty to clean up the **Pollution Incident** to the extent required by **Environmental Laws**, by retaining, under written contract, competent professionals or contractors mutually acceptable to the Company and the **Named Insured**. The Company retains the right but not the obligation to review and approve all bids and contracts prior to issuance or execution. The Company shall be informed of all progress at reasonable intervals and shall have the right but not the duty to review and approve all aspects of any such clean up prior to submittal to any regulatory agency that is authorized to review and approve such clean up submittals. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this Paragraph prior to the execution of those actions and measures, unless such notice is not possible under the circumstances because actions or measures constitute **Emergency Response Expenses** or **Environmental Laws** require immediate remediation of the **Pollution Incident**.

It is a condition precedent to coverage that the **Insured** shall make all reasonable attempts to mitigate and minimize any **Loss, Business Interruption Expenses, Extra Expenses** and **Pollution Incidents** upon discovery of a **Pollution Incident**.

VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Without regard to the number of **Insureds, Covered Properties, Pollution Incidents, Claims** or claimants, the following limits of liability apply:

A. POLICY AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for all **Loss, Business Interruption Expenses** and **Extra Expenses** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in Item **4.** of the Declarations.

B. COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY

Subject to Paragraph **A.** above, the most the Company will pay for all **Loss** covered under each particular coverage section indicated as purchased in the Declarations shall not exceed the Coverage Section Aggregate Limit of Liability applicable to that particular coverage section.

Subject to Paragraph **A.** above, the most the Company will pay for all **Business Interruption Expenses** and **Extra Expenses** covered under Coverage **F.** shall be the lesser of:

1. The **Business Interruption Expenses** and **Extra Expenses** incurred during the number of days set forth in Item **5.** for Coverage **F.** of the Declarations; and
2. The dollar amount set forth in Item **5.** for Coverage **F.** of the Declarations.

C. EACH INCIDENT LIMIT OF LIABILITY

Subject to Paragraphs **A.** and **B.** above, for each Coverage under this policy, the most the Company will pay for all **Loss** arising out of the same, related or continuous **Pollution Incident(s)** is the Each Incident Limit of Liability applicable to such coverage set forth in Item **5.** of the Declarations.

D. DEDUCTIBLE

Subject to Paragraphs **A., B.,** and **C.** above, the Company will pay all **Loss** in excess of the applicable deductible amount set forth in Item **5.** of the Declarations. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**.

Subject to Paragraphs **A.** and **B.** above, the Company will pay all **Business Interruption Expenses** and **Extra Expenses** in excess of the **Business Interruption Expenses** and **Extra Expenses** incurred after expiration of the number of days in a **Period of Interruption** stated as the Deductible (Days) in Item **5.** of the Declarations.

The Company may, but is under no obligation to, advance amounts for **Loss, Business Interruption Expenses** and **Extra Expenses** within the deductible. The **Named Insured** shall promptly reimburse the Company for advancing any such amounts within the deductible upon the Company's request.

E. MULTIPLE COVERAGES OR DEDUCTIBLES

If the same, related or continuous **Pollution Incident(s)** result in coverage under more than one coverage section, the most the Company shall pay for all **Loss, Business Interruption Expenses** and **Extra Expenses** arising from such **Pollution Incident(s)** shall not exceed the highest Each Incident Limit of Liability, or the Coverage Section Aggregate solely with regard to Coverage F., stated in Item 5. of the Declarations among all of the coverages applicable to the **Loss, Business Interruption Expenses** or **Extra Expenses**.

Furthermore, if more than one deductible is applicable to coverage, only the highest deductible applicable pursuant to Paragraph D. of this Section applicable to the **Loss, Business Interruption Expenses** or **Extra Expenses** shall apply.

F. MULTIPLE POLICY PERIODS

If:

1. A **Pollution Incident** is first discovered by the **Insured** and reported to the Company during the **Policy Period**, and a related or continuous **Pollution Incident** is first discovered by the **Insured** and reported to the Company; or
2. A **Claim** is first made against the **Insured** and reported to the Company during the **Policy Period**, and a **Claim** arising from the same, related or continuous **Pollution Incident** is first made against the **Insured** and reported to the Company;

during the policy period of a subsequent policy issued by the Company to the **Insured** in accordance with all the terms and conditions of that policy, then:

- a. All such **Pollution Incidents** shall be deemed to be one **Pollution Incident** and to have been first discovered by the **Insured** and reported to the Company during this **Policy Period**, and shall be subject to the applicable Each Incident Limit of Liability or the Coverage F. Limit of Liability, and the Deductible thereunder, as the case may be, set forth in Item 5. of the Declarations; and
- b. All such **Claims** shall be deemed to have been first made against the **Insured** and reported to the Company during this **Policy Period** and to arise from one **Pollution Incident**, and shall be subject to the applicable Each Incident Limit of Liability and Deductible set forth in Item 5. of the Declarations.

Paragraph F. of this Section applies only if the **Insured** has maintained Site Pollution Incident Legal Liability Select coverage with the Company on a continuous, uninterrupted basis since (i) the first such **Pollution Incident** was discovered by the **Insured** and reported to the Company, or (ii) the first such **Claim** was made against the **Insured** and reported to the Company, providing coverage substantially the same as that provided by the applicable Coverage Part of this policy for (i) **Pollution Incidents** first discovered by the **Insured** and reported to the Company during the policy period, or (ii) **Claims** first made against the **Insured** and reported to the Company during the policy period.

VII. CONDITIONS

A. ACTION AGAINST COMPANY

No action brought by any organization or entity, other than an **Insured**, shall lie against the Company unless, as a condition precedent thereto, the **Insured** has fully complied with all of the terms and conditions of this Policy and the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or entity or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy to the **Insured** at issue and subject to the terms, conditions, exclusions and limitations of the Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or its legal representative.

B. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company unless and until its consent is endorsed hereto, which consent shall not be unreasonably denied.

C. AUDIT AND INSPECTION

The Company shall be permitted, but not required, upon reasonable prior notice to inspect, sample and/or monitor any **Covered Property** and operations conducted thereon. Neither this right to make inspections, sample and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others to determine or warrant that a **Covered Property** or operation is legal, appropriate, safe, healthful or conforms to any standard or requirement or is in compliance with any **Environmental Law** or other law. The Company will not manage or exercise control over any **Covered Property** or operation. The Company shall also have the right to interview persons employed by or affiliated with the **Insured**.

D. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of its obligations hereunder.

E. CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

The Policy may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than ninety (90) days (or ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. The Company may cancel this Policy for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due; or
3. Nonpayment of premium when due.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in Item 7. of the Declarations. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation.

F. CHANGES

Notice to or knowledge possessed by any person or entity shall not effect waiver or change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, except as provided by endorsement issued by the Company attached to this Policy. No agent or broker has any authority to change or modify this Policy, waive any of its provisions, or issue any endorsements.

G. CHOICE OF FORUM

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that any such litigation and any arbitration or other form of dispute resolution shall take place in the appropriate federal or state courts located in New York, New York.

H. CHOICE OF LAW

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that the internal laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this Policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

I. CONDITION OF PAYMENT

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

J. COOPERATION

The **Insured** agrees with the Company to assist and cooperate in the fulfillment of the terms of the Policy, including the investigation, adjustment, defense or settlement of any **Claim** or in connection with the clean-up and mitigation of a **Pollution Incident**. Such cooperation may also include participating in meetings; requiring the **Insured** to submit to examination under oath; testifying at hearings, depositions and trials; or securing evidence. The Company may also require written statements or the **Insured's** attendance at meetings with the Company in the course of its investigation or defense. The **Insured** must assist the Company in effecting settlement and obtaining the attendance of witnesses. Further, the **Insured** must assist the Company in the pursuit of any coverage that may be available from other insurers or insurance policies for any amounts which also may be covered under this Policy. In addition, the **Insured** shall, to the extent feasible, permit and assist the Company and its representatives in interviewing persons and collecting documents and in viewing, inspecting, or reviewing at any time the **Covered Property**, any other property, or any documents related in any manner to this Policy, any **Claims** or **Loss**, or any coverage provided hereunder. No such inspection or review shall impose any liability, responsibility, or obligation on the Company of any nature. The **Insured** shall take any other actions to assist the Company as the Company may request from time to time.

K. ENFORCEABILITY

If any part of this policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this policy, which shall be enforced to the full extent permitted by law.

L. HEADINGS

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

M. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to oversee the Company's defense of a **Claim** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to our request for information regarding the **Claims** or suit.

Furthermore, the **Insured** may at any time, by the **Insured's** written consent, freely and fully waive these rights to select independent counsel.

N. OTHER INSURANCE

If other valid and collectible insurance is available to the **Insured** for **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, the Company's obligations are limited as follows:

1. With the exception of Paragraph 4. below, this insurance is primary except when any other insurance is also primary. In that case, the Company will share with all the other insurance by the method described in Paragraph 2. below.
2. If the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Loss, Business Interruption Expenses** or **Extra Expenses** payable under this Policy remains, whichever comes first.
3. If the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
4. Solely with respect to **Claims, Emergency Response Expenses, Pollution Incidents, Loss, Remediation Expenses, Legal Costs, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter** or **Legionella**, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** or **Extra Expenses** arising in whole or part from **Mold Matter** or **Legionella**, if any, that exceeds the total amount of such other insurance.

O. POLICY TERRITORY

This Policy and any coverage provided hereunder is only applicable to **Pollution Incidents** occurring in the United States, its territories and possessions.

P. REPRESENTATIONS

By accepting this Policy, the **Named Insured** agrees:

1. The statements in the Declarations and Application are true, accurate and complete in all respects and contain no material omissions;
2. Those statements are the **Named Insured's** agreements and representations; and
3. The Company has issued this Policy in reliance upon those statements and these representations.

Further, the **Named Insured** agrees that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

Q. SEPARATION OF INSURED

Except with respect to the Limits of Liability, Section III. **EXCLUSIONS**, Paragraphs **G. INSURED VS INSURED** and **I. NON-DISCLOSURE** and any rights and duties specifically assigned to the first **Named Insured** set forth in Item 1. of the Declarations, this insurance applies:

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this Policy by one **Insured** shall not prejudice the interest or coverage for another **Insured** who did not participate or assist in such misrepresentation, concealment, breach of condition or violation of duty, except where an **Insured** is a parent, subsidiary or affiliate of the **Insured** that misrepresented, concealed or breached a term or condition of or violated a duty under this Policy or participated or assisted therein.

R. SERVICE OF SUIT

Subject to and without waiving the forum selection clause in Section VII., Paragraph G. of this Policy, it is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the Company, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

S. SOLE AGENT

The **Named Insured** first identified in Item 1. of the Declarations is responsible for payment of all premiums and deductibles, and will act as the sole agent on behalf of all **Insureds** with respect to provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other changes to this Policy, return of any premium, assignment of interest under this Policy, as well as exercise of any applicable **Extended Reporting Period**, unless any such responsibilities are otherwise designated by endorsement.

T. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all of an **Insured's** rights of recovery against any person or entity, including without limitation any rights to contribution from another insurer. An **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and perfect such rights. No **Insured** shall do anything to impair, reduce, impede, prejudice, curtail or waive such rights. Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the Company, shall be applied first to the **Insured** to the extent of any payments in excess of the limit of coverage, if any; then to the Company to the extent of its payment under the Policy; and then to the **Insured** to the extent of its deductible.

U. VOLUNTARY PAYMENTS AND ADMISSION OF LIABILITY

No **Insured** shall admit liability, settle or attempt to settle or otherwise dispose of any **Claim**, waive or extend any statute of limitation or statute of repose or the accrual thereof, or, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense without the Company's prior written consent.

This Condition shall not apply if such payment or obligation is an **Emergency Response Expense** or is pursuant to **Environmental Laws** that require immediate remediation of a **Pollution Incident**.

VIII. EXTENDED REPORTING PERIOD

A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. The **Named Insured** has purchased the Optional **Extended Reporting Period** available under paragraph B. below;
2. The Policy is terminated for fraud or non-payment of premium; or
3. The **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

B. OPTIONAL EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled (except if this Policy is terminated for fraud or the non-payment of premium) to purchase an Optional **Extended Reporting Period** upon termination of this Policy subject to the following terms and conditions:

1. The **Named Insured** shall be entitled to purchase an Optional **Extended Reporting Period** of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the total Policy premium, provided that the **Named Insured** requests such Optional **Extended Reporting Period** in writing within thirty (30) days of the effective date of termination of this Policy;
2. Once the **Named Insured** has paid the additional premium, the Optional **Extended Reporting Period** may not be cancelled by the Company, and such premium shall be fully earned; and
3. The Optional **Extended Reporting Period** shall apply only to **Claims** first made against the **Insured** and reported to the Company during the Optional **Extended Reporting Period**, but only if such **Claims** arise from a **Pollution Incident** which commenced prior to termination of this Policy and are otherwise covered by this Policy.

It is a condition precedent to the coverage provided in this paragraph **B.** that the **Named Insured** pay any additional premium within thirty (30) days of such termination.

Neither the Automatic **Extended Reporting Period** nor the Optional **Extended Reporting Period** shall modify, reinstate or increase the limits of liability of this Policy, and any payment made during the Automatic **Extended Reporting Period** or the Optional **Extended Reporting Period** shall reduce the available limits of liability.

IX. DEFINITIONS

- A. Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily Injury** shall also include medical monitoring costs.
- B. Business Interruption Expenses** means:
 1. Net profit or loss, including **Rental Value**, before taxes that would have been earned or incurred by the **Insured** during the **Period of Interruption**; and
 2. Continuing normal operating expenses incurred by the **Insured** during the **Period of Interruption**, including payroll expense for employees of the **Insured**, except employees under contract, officers, executives, and department managers,

due to the reasonable and necessary interruption of the **Insured's** operations at a **Covered Property** during the **Period of Interruption**.

If the **Insured** would have incurred a net loss under Paragraph **B.1.** above, such net loss shall reduce the operating expenses recoverable under Paragraph **B.2.** above. Further, if the **Insured** could reduce the **Business Interruption Expenses** resulting from a **Period of Interruption** by complete or partial resumption of operations, or by making use of other property at the **Covered Property**, such reductions shall be taken into account in arriving at the amount of **Business Interruption Expenses**, as will the financial performance of the business before the **Period of Interruption** and the projected financial performance thereafter had no **Period of Interruption** occurred.

- C. **Cargo** means goods, products or waste transported for delivery by a carrier properly licensed to transport such goods, products or waste.
- D. **Claim** means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the **Insured**.
- E. **Conveyance** means any auto, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** shall not include pipelines.
- F. **Covered Property** means those locations specifically scheduled to Item 9. of the Declarations, or any other location specifically endorsed to the Policy as a **Covered Property**.
- G. **Emergency Response Expenses** means reasonable and necessary costs, charges and expenses, including **Legal Costs**, incurred in response to an imminent and substantial threat to human health or the environment and incurred within seven (7) days of the commencement of the **Pollution Incident** giving rise to such costs, charges and expenses to investigate, remove, dispose of, abate, contain, treat or test soil, surface water, groundwater or other contaminated media.

Emergency Response Expenses shall not include **Bodily Injury or Property Damage**.

- H. **Environmental Laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives that are applicable to a **Pollution Incident**.
- I. **Environmental Professional** means an individual approved and designated by the Company in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to the Company. The Company shall consult with the **Insured** in conjunction with the selection of the **Environmental Professional**.
- J. **Extended Reporting Period** means the **Automatic Extended Reporting Period** or, if applicable, the **Optional Extended Reporting Period** of this Policy as set forth in Section VIII. of the Policy.
- K. **Extra Expenses** means reasonable and necessary expenses incurred by the **Insured**, over and above the **Insured's** continuing normal operating expenses, during the **Period of Interruption**, that the **Insured** would not have incurred had there been no **Onsite Pollution** discovered at the **Covered Property**, provided that the expenses are incurred solely to avoid or minimize the interruption of business and to continue operations:
 - 1. At the **Covered Property**; or
 - 2. At replacement or temporary location(s), including:
 - a. Relocation expenses; and
 - b. Cost to equip and operate the replacement or temporary location(s).

Extra Expenses will be reduced by any salvage or other value of property obtained for temporary or other use during the **Period of Interruption** that remains after the resumption of normal operations.

- L. **Flood** means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is the **Insured's** property) from:
 - 1. Overflow of inland or tidal waters;
 - 2. Unusual and rapid accumulation or runoff of surface waters from any source;
 - 3. Mudflow; or
 - 4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

- M. Inception Date** means the applicable date set forth in Item 3. of the Declarations.
- N. Insured** means a **Named Insured**, and any past or present director, officer, partner, member, employee, temporary worker or leased worker of the **Named Insured**.
- O. Insured Contract** means those contracts or agreements, if any, listed on a Schedule of Insured Contracts endorsed to this Policy.
- P. Legal Costs** means attorneys' fees and other costs, charges and expenses incurred in the investigation, adjustment, defense, or settlement of any **Claim** for **Loss**, or in connection with the payment of any **Remediation Expenses**. **Legal Costs** include the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the **Insured**, defense counsel, or the Company.
- Q. Legionella** means legionella pneumophila.
- R. Loss** means:
1. A monetary judgment, award or settlement of compensatory damages arising from **Bodily Injury** or **Property Damage**;
 2. Punitive, exemplary or multiplied damages, and civil fines, penalties and assessments to the extent any of the foregoing is insurable under applicable law, arising from **Bodily Injury** or **Property Damage**;
 3. **Legal Costs**;
 4. **Remediation Expenses**; and
 5. **Emergency Response Expenses**.
- S. Mold Matter** means mold, mildew and fungi, whether or not such **Mold Matter** is living.
- T. Named Insured** means:
1. The person or entity identified in Item 1. of the Declarations;
 2. Any business entity in which the person or entity listed in Item 1. of the Declarations has an ownership interest of 50% or more during the **Policy Period**; and
 3. Any other person or entity listed as a **Named Insured** by endorsement to this Policy.
- U. Natural Resource Damage** means the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- V. New Conditions** means **Pollution Incidents** which first commence, in their entirety, on or after the date set forth in Item 11. of the Declarations.
- W. Non-Owned Disposal Sites** means transfer, storage, treatment or disposal facilities which are utilized by the **Insured** for the transfer, storage, treatment or disposal of waste materials, which facilities are not owned, operated or rented by the **Insured**, provided that:
1. The waste materials first originate from a **Covered Property**;
 2. The transfer, storage, treatment or disposal facility is properly licensed and permitted by the appropriate federal, state or local authority to accept such waste materials as of the date of the transfer, storage, treatment or disposal of such waste materials; and
 3. The transfer, storage or disposal facility is not listed on a proposed or final Federal National Priorities List (Superfund), or any equivalent state or local list as of the earlier of: a) the **Inception Date**; or b) the inception date of the first Site Pollution Incident Legal Liability Select policy issued by the Company to the **Insured** of which this is a continuous and uninterrupted renewal.

- X. **Offsite Pollution** means a **Pollution Incident** that has migrated from a **Covered Property** to a location beyond its boundaries. **Offsite Pollution** does not include any **Onsite Pollution**.
- Y. **Onsite Pollution** means a **Pollution Incident** on or under the **Covered Property**. **Onsite Pollution** does not include any **Offsite Pollution**.
- Z. **Period of Interruption** means the period of time that begins with the interruption of the **Insured's** operations at a **Covered Property** due to a **Pollution Incident** and ends on the earliest of **(1)** when the **Covered Property** is reasonably restored to operations, **(2)** when the **Covered Property** should have been restored to operations with reasonable speed and quality, or **(3)** when business activities resume at a new permanent location. The expiration date of this policy will not reduce the **Period of Interruption**. **Period of Interruption** shall not include any period of time prior to the commencement of normal operations at a **Covered Property**, including but not limited to a delay in the opening of or a delay in the completion of construction at a **Covered Property**. Notwithstanding anything above to the contrary, the **Period of Interruption** shall end on the date that the **Pollution Incident** giving rise to the **Period of Interruption** has been remediated to the extent that the **Insured** can reasonably resume their normal operations; and the **Period of Interruption** shall end on such date even if such resumption of operations is not possible due to any other cause(s).
- AA. **Policy Period** means the applicable period stated in Item **3.** of the Declarations. However, if this Policy is cancelled by the **Named Insured** or the Company, the **Policy Period** terminates on the effective date and time of cancellation.
- BB. **Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, including medical, infectious and pathological wastes, at levels in excess of those naturally occurring.

Pollutants includes:

1. Electromagnetic fields;
2. **Mold Matter**; and
3. **Legionella**.

CC. **Pollution Incident** means:

1. The presence of **Mold Matter**; and
2. The discharge, dispersal, release, escape, migration, or seepage of **Pollutants** on, in, into, or upon land, **Conveyances**, structures, the atmosphere, any watercourse or body of water including surface water or groundwater.

Pollution Incident includes the illicit abandonment of **Pollutants** at a **Covered Property** provided that such abandonment was committed by parties other than **Insureds** and without the knowledge of a **Responsible Insured**.

DD. **Pre-Existing Conditions** means **Pollution Incidents** which first commenced, in whole or part, prior to the date specified in Item **11.** of the Declarations.

EE. **Property Damage** means:

1. Physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use of that property;
2. Loss of use of tangible property owned by parties other than the **Insured**, that is not physically injured or destroyed;
3. Diminished value of property owned by parties other than the **Insured**; and
4. **Natural Resource Damage**.

Property Damage does not include **Remediation Expenses**.

FF. Remediation Expenses means reasonable and necessary expenses, including associated **Legal Costs** incurred with the Company's prior written consent, incurred to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test soil, surface water, groundwater or other contaminated media:

1. To the extent required by **Environmental Laws** governing the liability or responsibilities of the **Insured** to respond to a **Pollution Incident**;
2. In the absence of item 1. above, to the extent recommended in writing by an **Environmental Professional**; or
3. To the extent incurred by the government or any political subdivision of the United States of America or any state, territory or possession thereof, or by parties other than **Insureds** to the extent the **Insured** is liable for such expenses.

Remediation Expenses also include **Restoration Costs**. **Remediation Expenses** do not include **Property Damage**.

GG. Rental Value means:

1. The total anticipated rental income from tenant occupancy of the **Covered Property** as furnished and equipped by the **Insured**;
2. All charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations, and
3. The fair rental value of any portion of the **Covered Property** that is occupied by the **Insured** during the **Period of Interruption**, less any rental income the **Insured** could earn:
 - a. By complete or partial rental of the **Covered Property**, or
 - b. By making use of other property on the **Covered Property** or elsewhere.

HH. Responsible Insured means:

1. The manager or supervisor of the **Named Insured** responsible for environmental affairs or health and safety affairs, control or compliance at a **Covered Property**;
2. The manager of a **Covered Property**; or
3. Any officer, director, risk manager or partner of the **Named Insured**.

II. Restoration Costs means reasonable and necessary costs incurred by the **Insured** with the Company's prior written consent, to repair, restore or replace damaged real or personal property damaged during work performed in the course of incurring **Remediation Expenses** in order to restore the property to the condition it was in prior to being damaged during such work. **Restoration Costs** shall not exceed the lesser of actual cash value of such real or personal property or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and physical condition shall be made in determining actual cash value. If a repair or replacement results in better than like kind or quality, the Company will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the Company in its sole discretion.

JJ. Transportation means the movement of **Cargo** by a **Conveyance** to or from a **Covered Property** by the **Insured** or a third-party carrier from the time of movement from the point of origin until delivery to the final destination.

Transportation includes the carrier's loading and unloading of **Cargo** onto or from a **Conveyance** provided that the loading or unloading is performed by or on behalf of the **Named Insured**.

KK. Underground Storage Tank means any tank, including any piping and appurtenances connected to the tank, located on or under a **Covered Property** that has at least ten (10) percent of its combined volume underground. **Underground Storage Tank** does not include:

1. Septic tanks, sump pumps or oil/water separators;
2. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or

3. Storm-water or wastewater collection systems.

LL. **Waste Disposal Activities** means the processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste at a **Non-Owned Disposal Site**, provided that such waste first originates from a **Covered Property**.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President

Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
<ul style="list-style-type: none"> ▪ ask about, buy insurance or file a claim 	<ul style="list-style-type: none"> ▪ your insurance agent or broker

<ul style="list-style-type: none"> ▪ pay your policy 	<ul style="list-style-type: none"> ▪ your employer, association or business (if you are insured through them)
<ul style="list-style-type: none"> ▪ visit our websites, call us, or visit our office 	<ul style="list-style-type: none"> ▪ our affiliates or other insurance companies about your transactions with them
	<ul style="list-style-type: none"> ▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	<ul style="list-style-type: none"> ▪ other public directories and sources
	<ul style="list-style-type: none"> ▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers
	<ul style="list-style-type: none"> ▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
<p>Market, sell and provide insurance. This includes for example:</p> <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a quote; • confirming your identity and service your policy; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; • providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data

<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology development; • marketing and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> • Claims data • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs • help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law. 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products and service; • to provide, support, personalize and develop our website, products and services; • create and offer new products and services; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> • conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

- | | |
|--|-------------------------|
| Identifiers | Personal Data; |
| Protected Classification Characteristics; | Commercial Information; |
| Internet or other similar network activity; | Claims Data; |
| Inferences drawn from other personal information; | Risk Data; |
| Professional, employment, and education information; | |

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling: 800-344-0197

Online: libertymutualgroup.com/privacy-policy/data-request

Mail: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?


We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197
Email: privacy@libertymutual.com
Postal Address: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

CHAPTER 21
ATTACHMENT P
RCRA Form A Application

<p>United States Environmental Protection Agency RCRA SUBTITLE C SITE IDENTIFICATION FORM</p>	
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1. Reason for Submittal (Select only one.)

<input type="checkbox"/>	Obtaining or updating an EPA ID number for on-going regulated activities (Items 10-17 below) that will continue for a period of time.
<input type="checkbox"/>	Submitting as a component of the Hazardous Waste Report for _____ (Reporting Year)
<input type="checkbox"/>	Site was a TSD facility, a reverse distributor, and/or generator of $\geq 1,000$ kg of non-acute hazardous waste, > 1 kg of acute hazardous waste, or > 100 kg of acute hazardous waste spill cleanup in one or more months of the reporting year (or State equivalent LQG regulations)
<input type="checkbox"/>	Notifying that regulated activity is no longer occurring at this Site
<input type="checkbox"/>	Obtaining or updating an EPA ID number for conducting Electronic Manifest Broker activities
<input checked="" type="checkbox"/>	Submitting a new or revised Part A (permit) Form

2. Site EPA ID Number

W	I	D	0	2	0	4	8	8	0	1	1
---	---	---	---	---	---	---	---	---	---	---	---

3. Site Name

R. Stresau Laboratory, Inc.

4. Site Location Address

Street Address	N8265 Medley Road		
City, Town, or Village	Spooner	County	Washburn
State	Wisconsin	Country	USA
		Zip Code	54801
Latitude	Longitude	<input type="checkbox"/> Use Lat/Long as Primary Address	

5. Site Mailing Address

Same as Location Street Address

Street Address		
City, Town, or Village		
State	Country	Zip Code

6. Site Land Type

<input checked="" type="checkbox"/> Private	<input type="checkbox"/> County	<input type="checkbox"/> District	<input type="checkbox"/> Federal	<input type="checkbox"/> Tribal	<input type="checkbox"/> Municipal	<input type="checkbox"/> State	<input type="checkbox"/> Other
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7. North American Industry Classification System (NAICS) Code(s) for the Site (at least 5-digit codes)

A. (Primary) 332993	C.
B. 541380	D.

8. Site Contact Information

 Same as Location Address

First Name Scott	MI T	Last Name Noyes
Title EHSS Manager		
Street Address		
City, Town, or Village		
State	Country	Zip Code
Email snoyes@stresau.com		
Phone 715-635-2777	Ext 154	Fax 715-635-7979

9. Legal Owner and Operator of the Site

A. Name of Site's Legal Owner

 Same as Location Address

Full Name Wayne E. Hanson	Date Became Owner (mm/dd/yyyy) 7/31/1996
Owner Type <input checked="" type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Tribal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other	
Street Address	
City, Town, or Village	
State	Country
Zip Code	
Email whanson@stresau.com	
Phone 715-635-2777	Ext 131
Fax 715-635-7979	
Comments President and Owner	

B. Name of Site's Legal Operator

 Same as Location Address

Full Name Robert E. Dautermann III	Date Became Operator (mm/dd/yyyy) 1/3/2021
Operator Type <input checked="" type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Tribal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other	
Street Address	
City, Town, or Village	
State	Country
Zip Code	
Email rdautermann@stresau.com	
Phone 715-635-2777	Ext 143
Fax 715 635-7979	
Comments Chief Operations Officer	

10. Type of Regulated Waste Activity (at your site)

Mark "Yes" or "No" for all current activities (as of the date submitting the form); complete any additional boxes as instructed.

A. Hazardous Waste Activities

<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	1. Generator of Hazardous Waste—If "Yes", mark only one of the following—a, b, c	
<input type="checkbox"/>	a. LQG	-Generates, in any calendar month, 1,000 kg/mo (2,200 lb/mo) or more of non-acute hazardous waste (includes quantities imported by importer site); or - Generates, in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lb/mo) of acute hazardous waste; or - Generates, in any calendar month or accumulates at any time, more than 100 kg/mo (220 lb/mo) of acute hazardous spill cleanup material.
<input checked="" type="checkbox"/>	b. SQG	100 to 1,000 kg/mo (220-2,200 lb/mo) of non-acute hazardous waste and no more than 1 kg (2.2 lb) of acute hazardous waste and no more than 100 kg (220 lb) of any acute hazardous spill cleanup material.
<input type="checkbox"/>	c. VSQG	Less than or equal to 100 kg/mo (220 lb/mo) of non-acute hazardous waste.
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	2. Short-Term Generator (generates from a short-term or one-time event and not from on-going processes). If "Yes", provide an explanation in the Comments section. <i>Note: If "Yes", you MUST indicate that you are a Generator of Hazardous Waste in Item 10.A.1 above.</i>	
<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	3. Treater, Storer or Disposer of Hazardous Waste—Note: Part B of a hazardous waste permit is required for these activities.	
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	4. Receives Hazardous Waste from Off-site	
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	5 Recycler of Hazardous Waste	
<input type="checkbox"/>	a. Recycler who stores prior to recycling	
<input type="checkbox"/>	b. Recycler who does not store prior to recycling	
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	6. Exempt Boiler and/or Industrial Furnace—If "Yes", mark all that apply.	
<input type="checkbox"/>	a. Small Quantity On-site Burner Exemption	
<input type="checkbox"/>	b. Smelting, Melting, and Refining Furnace Exemption	

B. Waste Codes for Federally Regulated Hazardous Wastes. Please list the waste codes of the Federal hazardous wastes handled at your site. List them in the order they are presented in the regulations (e.g. D001, D003, F007, U112). Use an additional page if more spaces are needed.

D001	D002	D003	D004	D005	D006	D007
D008	D009	D011	F003			

C. Waste Codes for State Regulated (non-Federal) Hazardous Wastes. Please list the waste codes of the State hazardous wastes handled at your site. List them in the order they are presented in the regulations. Use an additional page if more spaces are needed.

11. Additional Regulated Waste Activities (NOTE: Refer to your State regulations to determine if a separate permit is required.)**A. Other Waste Activities**

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	1. Transporter of Hazardous Waste—If “Yes”, mark all that apply.
<input type="checkbox"/>	a. Transporter
<input type="checkbox"/>	b. Transfer Facility (at your site)
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	2. Underground Injection Control
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	3. United States Importer of Hazardous Waste
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	4. Recognized Trader—If “Yes”, mark all that apply.
<input type="checkbox"/>	a. Importer
<input type="checkbox"/>	b. Exporter
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	5. Importer/Exporter of Spent Lead-Acid Batteries (SLABs) under 40 CFR 266 Subpart G—If “Yes”, mark all that apply.
<input type="checkbox"/>	a. Importer
<input type="checkbox"/>	b. Exporter

B. Universal Waste Activities

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	1. Large Quantity Handler of Universal Waste (you accumulate 5,000 kg or more) - If “Yes” mark all that apply. Note: Refer to your State regulations to determine what is regulated.
<input type="checkbox"/>	a. Batteries
<input type="checkbox"/>	b. Pesticides
<input type="checkbox"/>	c. Mercury containing equipment
<input type="checkbox"/>	d. Lamps
<input type="checkbox"/>	e. Aerosol Cans
<input type="checkbox"/>	f. Other (specify) _____
<input type="checkbox"/>	g. Other (specify) _____
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	2. Destination Facility for Universal Waste Note: A hazardous waste permit may be required for this activity.

C. Used Oil Activities

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	1. Used Oil Transporter—If “Yes”, mark all that apply.
<input type="checkbox"/>	a. Transporter
<input type="checkbox"/>	b. Transfer Facility (at your site)
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	2. Used Oil Processor and/or Re-refiner—If “Yes”, mark all that apply.
<input type="checkbox"/>	a. Processor
<input type="checkbox"/>	b. Re-refiner
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	3. Off-Specification Used Oil Burner
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	4. Used Oil Fuel Marketer—If “Yes”, mark all that apply.
<input type="checkbox"/>	a. Marketer Who Directs Shipment of Off-Specification Used Oil to Off-Specification Used Oil Burner
<input type="checkbox"/>	b. Marketer Who First Claims the Used Oil Meets the Specifications

D. Pharmaceutical Activities

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	1. Operating under 40 CFR Part 266, Subpart P for the management of hazardous waste pharmaceuticals—if “Yes”, mark only one. Note: See the item-by-item instructions for definitions of healthcare facility and reverse distributor.
<input type="checkbox"/>	a. Healthcare Facility
<input type="checkbox"/>	b. Reverse Distributor
<input type="checkbox"/> Y <input type="checkbox"/> N	2. Withdrawing from operating under 40 CFR Part 266, Subpart P for the management of hazardous waste pharmaceuticals. Note: You may only withdraw if you are a healthcare facility that is a VSQG for all of your hazardous waste, including hazardous waste pharmaceuticals.

12. Eligible Academic Entities with Laboratories—Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR Part 262, Subpart K.

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	A. Opting into or currently operating under 40 CFR Part 262, Subpart K for the management of hazardous wastes in laboratories— If “Yes”, mark all that apply. Note: See the item-by-item instructions for definitions of types of eligible academic entities.
<input type="checkbox"/>	1. College or University
<input type="checkbox"/>	2. Teaching Hospital that is owned by or has a formal written affiliation with a college or university
<input type="checkbox"/>	3. Non-profit Institute that is owned by or has a formal written affiliation with a college or university
<input type="checkbox"/> Y <input type="checkbox"/> N	B. Withdrawing from 40 CFR Part 262, Subpart K for the management of hazardous wastes in laboratories.

13. Episodic Generation

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Are you an SQG or VSQG generating hazardous waste from a planned or unplanned episodic event, lasting no more than 60 days, that moves you to a higher generator category. If “Yes”, you must fill out the Addendum for Episodic Generator.
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14. LQG Consolidation of VSQG Hazardous Waste

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Are you an LQG notifying of consolidating VSQG Hazardous Waste Under the Control of the Same Person pursuant to 40 CFR 262.17(f)? If “Yes”, you must fill out the Addendum for LQG Consolidation of VSQG hazardous waste.
--	---

15. Notification of LQG Site Closure for a Central Accumulation Area (CAA) (optional) OR Entire Facility (required)

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	LQG Site Closure of a Central Accumulation Area (CAA) or Entire Facility.
A. <input type="checkbox"/> Central Accumulation Area (CAA) or <input type="checkbox"/> Entire Facility	
B. Expected closure date: _____ mm/dd/yyyy	
C. Requesting new closure date: _____ mm/dd/yyyy	
D. Date closed : _____ mm/dd/yyyy	
<input type="checkbox"/>	1. In compliance with the closure performance standards 40 CFR 262.17(a)(8)
<input type="checkbox"/>	2. Not in compliance with the closure performance standards 40 CFR 262.17(a)(8)

16. Notification of Hazardous Secondary Material (HSM) Activity

<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Are you notifying under 40 CFR 260.42 that you will begin managing, are managing, or will stop managing hazardous secondary material under 40 CFR 260.30, 40 CFR 261.4(a)(23), (24), (25), or (27)? If "Yes", you must fill out the Addendum to the Site Identification Form for Managing Hazardous Secondary Material.
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17. Electronic Manifest Broker


<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Are you notifying as a person, as defined in 40 CFR 260.10, electing to use the EPA electronic manifest system to obtain, complete, and transmit an electronic manifest under a contractual relationship with a hazardous waste generator?
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18. Comments (include item number for each comment)

19. Certification I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations. **Note: For the RCRA Hazardous Waste Part A permit Application, all owners and operators must sign (see 40 CFR 270.10(b) and 270.11).**

Signature of legal owner, operator or authorized representative <i>Wayne E. Hanson</i>	Date (mm/dd/yyyy) 3/15/23
Printed Name (First, Middle Initial Last) Wayne E. Hanson	Title President and Owner
Email whanson@stresau.com	

Signature of legal owner, operator or authorized representative <i>Robert E. Dautermann III</i>	Date (mm/dd/yyyy) 03/15/2023
Printed Name (First, Middle Initial Last) Robert E. Dautermann III	Title Chief Operations Officer
Email rdautermann@stresau.com	

United States Environmental Protection Agency HAZARDOUS WASTE PERMIT PART A FORM	
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1. Facility Permit Contact

First Name	Scott	MI	T	Last Name	Noyes
Title	EHSS Officer				
Email	snoyes@stresau.com				
Phone	715-635-2777	Ext	154	Fax	715-635-7979

2. Facility Permit Contact Mailing Address

Street Address	N8265 Medley Road				
City, Town, or Village	Spoooner				
State	Wisconsin	Country	USA	Zip Code	54801

3. Facility Existence Date (mm/dd/yyyy)

1/1/1961

4. Other Environmental Permits

A. Permit Type	B. Permit Number	C. Description

6. Process Codes and Design Capacities

Line Number		A. Process Code			B. Process Design Capacity		C. Process Total Number of Units	D. Unit Name
					(1) Amount	(2) Unit of Measure		
0	1	X	0	1	0.1	N	1	TTU

7. Description of Hazardous Wastes (Enter codes for Items 7.A, 7.C and 7.D(1))

Line No.		A. EPA Hazardous Waste No.				B. Estimated Annual Qty of Waste	C. Unit of Measure	D. Processes												
								(1) Process Codes					(2) Process Description (if code is not entered in 7.D1))							
0	1	D	0	0	3	1300	G	X	0	1										
0	2	D	0	0	1															Included with above
0	3	D	0	0	8															Included with above
0	4	D	0	0	5															Included with above
0	5	D	0	0	6															Included with above
0	6	D	0	0	7															Included with above

8. Map

Attach to this application a topographical map, or other equivalent map, of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all spring, rivers, and other surface water bodies in this map area. See instructions for precise requirements.

9. Facility Drawing

All existing facilities must include a scale drawing of the facility. See instructions for more detail.

10. Photographs

All existing facilities must include photographs (aerial or ground-level) that clearly delineate all existing structures; existing storage, treatment, and disposal areas; and sites of future storage, treatment, or disposal areas. See instructions for more detail.

CHAPTER 21
ATTACHMENT Q

WDNR Environmental Impact Review - 1996

RECEIVED MAR 1 2005

-1-

ENVIRONMENTAL ANALYSIS AND DECISION ON THE NEED
 FOR AN ENVIRONMENTAL IMPACT STATEMENT (EIS)
 Form 1600-1 Rev. 3-87

Department of Natural

District or Bureau NORTHWEST
Type List Designation NR150.03(8)(e)5.g

Contact Person DAVID J. KAFURA
Title HAZARDOUS WASTE SPECIALIST
Address WISCONSIN DEPARTMENT OF NATURAL RESOURCES - NORTHWEST DISTRICT
BOX 309 SPOONER, WISCONSIN 54801
Telephone Number (715)-635-4065

NOTE TO REVIEWERS: Comments should address completeness, accuracy or the EIS decision. For your comments to be considered, they must be received by

the contact person before

Time

Date

Applicant:	STRESAU LABORATORY, INC. (SLI)		
Address:	N8265 MEDLEY ROAD		
	SPOONER, WI. 54801		
Title of Proposal:	LICENSE FOR THERMAL TREATMENT OF REACTIVE WASTES (NR 680)		
Location:	County	Town of	CASEY
	Township	40 North, Range	13 West
	Section(s)	23	

PROJECT SUMMARY

1. General Description (brief overview)

The proposed project is the formal licensing of an existing Thermal Treatment Unit (TTU). The TTU has been in operation on the above property since 1962, and has been in operation in its present location under variances from Wis DNR since December 1, 1989. SLI is a facility

are regulated as characteristic hazardous wastes, per NR 605.08(4). The recommended method for disposal of reactive wastes is at the source, since most reactive wastes are prohibited/restricted from transport on public highways. The process of thermal treatment destroys the reactive wastes by burning them in a A by-product of the burning process is ash. In 1995 approximately of characteristic reactive waste were treated at this facility. Additional wastes cross-contaminated with reactive wastes including: fuel oil, packaging materials (ie: cardboard, paper, etc.) or wet wipes used for decontamination of equipment were treated in the unit. A typical daily burn consists of which burns approximately In 1995, approximately 700 pounds of ash remained following treatment. This ash is considered hazardous waste because of the lead (mg/l) & cadmium (27 mg/l) content, and is properly containerized and disposed of at an approved hazardous waste treatment facility in Menomonee Falls, WI.

2. Purpose and Need (include history and background as appropriate)

The purpose of the proposed project is to license the TTU to continue the operation, basically as it has existed since 1962. The need for on-site destruction of reactive wastes is both a safety and practical consideration. On-site burning eradicates the reactive hazard locally and also eliminates the possibility of exposure to the general public during transportation on public highways. Certain DOT regulations require that explosive materials be properly classified prior to shipment. Since classification allows for little variation in composition many of Stresau Laboratory's wastes are readily classified for shipment.

Subject to these conditions, on site for safety reasons. On a practical side, the only other option for reactive waste destruction is to haul them to an approved hazardous waste treatment, storage, and disposal facility (TSD). Again, the difficulty in classifying the waste under DOT regulations and sensitivity of the waste during shipment makes on-site treatment of reactive waste the preferred option.

3. Authorities and Approvals (list local, state and federal permits or approvals)

The license authority is the Wisconsin Department of Natural Resources under NR 600-685. No other approvals are required, at this time. Wisconsin statutes 144.44(1m)&(5) require local approvals for new facilities. This facility has been in operation since 1962 and therefore local approvals are not required.

4. Estimated Cost and Funding Source

The TTU as constructed cost approximately \$ 25,000.00. The funding source was Stresau Laboratory, Inc. Additional costs included construction of groundwater monitoring wells around the thermal treatment unit at an estimated cost of \$ 12,000.00. The funding source for this work was SLI.

PROPOSED PHYSICAL CHANGES (More fully describe the proposal)

5. Manipulation of Terrestrial Resources (include relevant quantities-sq. ft.,

Since the project has been in operation since 1989, there are no planned changes to terrestrial resources. Changes prior to construction included: site clearing (most of the clearing consisted of burned off timber from a previous forest fire), excavation of 70 sq. yds of material for installation of the burn pits, and into the area. Routine operation and maintenance includes site mowing and discing for fire control.

6. Manipulation of Aquatic Resources (include relevant quantities-cfs., acre feet,

Due to the remote location no manipulation of aquatic resources is expected. Dunn Lake is the nearest surface water, (approx 1200 feet east). SLI has taken significant precautions to prevent contamination of ground water by installing a polyethylene liner under the concrete portions of the TTU and lining the Storm water run-off is collected in an adjacent storage tank and typically disposed at the Rice Lake wastewater treatment plant after testing for contaminants.

7. Buildings, Treatment Units, Roads and Other Structures (include size of

TTU is one of many structures on the SLI site (see Attachment C for illustration). The basic construction is a poly-lined, concrete pit with a steel liner. The floor slab is approximately 6" above the natural grade and the entire burn area is fenced. The burn pits have steel covers for periods of inactivity.

8. Emissions and Discharges (include relevant characteristics and quantities)

The combustion of reactive wastes results in air emissions of various gases including water vapor, carbon monoxide and dioxide, particulates, nitrogen oxides, unburned hydrocarbons, hydrogen sulfide, hydrogen chloride, and ammonia. Little specific information regarding emissions from explosives is known because of the inherent difficulty in measuring emissions from an explosive reaction without a stack to measure air flow and emission by-products.

A dispersion modeling and inhalation risk screening analysis for specific emissions, such as heavy metals, was conducted by DNR's Air Management Program. The modeling assumed a worst case scenario; all material placed into the unit was emitted to the air, the unit was operated for 4 hours per day 365 days per year. The point of maximum air quality impact was found to be near the Stresau property boundary, on its' northeast side. The dispersion modeling showed that the hazardous air pollutant concentrations were below the regulatory levels set forth in Chapter NR 445, Wis. Admin. Code, and the National Ambient Air Quality Standards for lead, particulate matter, nitrogen oxides and carbon monoxide. SLI annually reports type and amount of waste treated to Wis DNR Air Management (Ross - NWD). As stated before, ash remaining from the treatment process is containerized and disposed at a hazardous waste treatment facility. Storm water runoff collected in the adjacent tank is tested for hazardous constituents and disposed at the Rice Lake wastewater treatment facility. To date, runoff water has not tested hazardous. Surface soil analysis near the TTU, based on the SLI Release Assessment Report shows elevated levels of zinc at 580 ppm (parts per million), which is significantly below the EPA/health action levels of 23,000 ppm. This was the only chemical that was detected in soil at concentrations above background levels. Groundwater samples from the monitoring wells located near the TTU show no significant impact to groundwater related to the thermal treatment of reactive waste.

9. Other Changes

None.

- Identify the maps, plans, and other descriptive material attached:
- Attachment A County map showing the general area of the project
 - Attachment B USGS topographic map
 - Attachment C Site development plan
 - Attachment Plat map
 - Attachment D DNR county wetlands map
 - Attachment Zoning map
 - Attachment E Other THERMAL TREATMENT UNIT PLANS
 - F CORRESPONDENCE WITH SHSW
 - G CORRESPONDENCE WITH BUREAU OF ENDANGERED RESOURCES
 - H AERIAL PHOTOGRAPH
 - I SITE PHOTOGRAPHS
 - J DISPERSION MODELING/INHALATION RISK SCREENING
- MEMO-DNR AIR

AFFECTED ENVIRONMENT (Describe existing features that may be affected by the proposal)
Information Based on (check all that apply):

- Literature/correspondence (specify major sources)
 - 1) SURFACE WATER RESOURCES OF WASHBURN COUNTY
 - 2) VARIANCE REQUEST FOR STORAGE AND TREATMENT OF REACTIVE WASTES AND THEIR RESIDUAL WASTES
 - 3) RCRA GUIDANCE MANUAL FOR PERMITTING COMMERCIAL EXPLOSIVES INDUSTRY OPEN BURNING/OPEN DETONATION UNITS
 - 4) ENVIRONMENTAL RISK ASSESSMENT PERFORMED FOR STRESAU LABORATORY
 - 5) INTRODUCTION TO TRANSPORTATION ENGINEERING AND PLANNING
 - 6) RELEASE ASSESSMENT REPORT PERFORMED BY GME CONSULTANTS FOR STRESAU LABORATORY
 - 7) DISPERSION MODELING/INHALATION RISK SCREENING MEMO PRODUCED BY DNR AIR MANAGEMENT PROGRAM

Personal Contacts (list in item 28)

Field Analysis By: Author Other (list in item 28)

Past Experience With Site By: Author Other (list in item 28)

11. Physical (topography - soils - water - air)

The area topography is relatively flat in the southern half of the site, with a gentle slope toward Dunn Lake. The northern half of the site is slightly hummocky with a maximum local relief of approximately 35 feet. A detailed soil survey has not been done in this area. Available information indicates the soil in the site area is made up of the Omega-Pence-Chetek soil association. Characteristics of this soil are described as excessively drained, nearly level to gently sloping, loamy sand to sandy loam underlain by stratified sand or gravelly sand. The soil permeability is estimated at 7.5 inches per hour. Dunn Lake is a soft-water drainage lake on Casey Creek. It has a surface area of 192.6 acres and a maximum depth of 39 feet. Groundwater flow direction, based on monitoring wells at SLI, is north and northeast. Air quality for this area is designated as attainment/unclassified, meaning air quality in the region is considered excellent. Noise is associated with _____, and SLI has been monitoring noise levels periodically. According to Ken Smith (SLI) the noise level at the site perimeter are comparable to that of a neighbor using a hammer. Trees surrounding the site have and will continue to minimize noise problems by acting as a buffering agent. Occasional complaints are received by neighbors regarding noise. Smoke levels from the treatment is judged to be minimal. SLI does not burn on days when atmospheric conditions will not allow quick dispersion of combustion gases.

12. Biological (dominant aquatic and terrestrial plant and animal species and habitats including threatened/endangered species; wetland amounts, types and hydraulic value)

Scrub oak, jack pine, brush and natural grasses are the dominant terrestrial plant species. Dominant terrestrial animal species include: ruffed grouse, deer, songbirds, owls, raccoons. The fishery of Dunn Lake includes walleye, northern pike, largemouth bass, bluegill, black crappies, rock bass, pumpkinseeds, perch, bullheads, redhorse, white suckers, bowfin, bluntnose minnows, log perch, johnny darters, and carp. Extensive residential development along the lakeshore has significantly affected waterfowl nesting habitat. Kirtland warblers (males) have been observed in the predominant young jack pine stands in the Township of Casey. The jack pine stands, as they mature, will reduce the prime habitat associated with Kirtland warbler nesting areas. Arrangements have been made to restrict treatment of the reactive wastes during organized Kirtland warbler surveys in the spring of the year.

A wetland is located to the north of the SLI property. This wetland is not near the TTU and the proposed project is believed to have no significant impact to wetlands.

13 Cultural

a. Land use (dominant features and uses including zoning if applicable)

Most of the land east of SLI is zoned Recreational-Residential (lake homes and cabins on Dunn Lake), lands west, north, and south are zoned forestry, with additional development of lakeshore property on smaller lakes. The SLI facility is zoned Industrial with a 100 foot strip along the perimeter which is zoned forestry.

b. Social/Economic (include ethnic and cultural groups)

Washburn County is located in northwestern Wisconsin. The distance in miles from major cities is as follows:

Minneapolis/St. Paul	117
Chicago	408
Eau Claire	85
Duluth/Superior	70

Washburn County has a workforce of 6000 workers with a current unemployment rate of 5.6%. Washburn County is known for its recreational potential including access to lakes, rivers, streams, forests, and public parks. The following is a list of major area employers:

EMPLOYER	# OF EMPLOYEES
Spooner Hospital	200
Spooner School	157
Stresau Laboratory	90
Wisconsin DNR	111
Washburn County	155
T & T Tool	60
U.S. Post Office	53

The SLI property is located within Native American ceded territory (Chippewa tribe). The Chippewa Indians maintain certain treaty rights (hunting, fishing and gathering) within the ceded territory.

c. Archaeological/Historical

No significant archaeological or historic sites are known to exist in the area.

14. Other Special Resources (e.g. State Natural Areas, prime agricultural lands)

None are known.

ENVIRONMENTAL CONSEQUENCES (Probable adverse and beneficial impacts including primary, indirect and secondary impacts)

15. Physical (include visual if applicable)

The SLI facility is well kept and maintained. The only visual and noise impacts are from having an industrial facility located in a rural-recreational setting near Dunn Lake. These impacts are not new. The SLI facility has existed for sometime.

16. Biological (include impacts to threatened/endangered species)

Biological impacts appear to be minimal, the TTU is designed to minimize direct exposure to animals. The site is surrounded by a chain link fence. Air emission estimates, through modeling, indicate that the TTU does not exceed established limits for hazardous air pollutants per NR 445, Wis. Admin. Code. Based on a technical review done by Department staff in the Bureau of Endangered Resources, no impact to Kirtland warblers are expected. - See attached correspondence.

17. Cultural

a. Land use (include indirect and secondary impacts)

The Industrial land use in a rural-recreational area is viewed as a minor adverse impact. SLI has minimized that impact by providing a buffer strip 100 feet wide around the property boundary which is zoned Forestry. The impact is mostly due to the presence of the SLI facility. The TTU is a minor portion of the total impact.

b. Social/Economic (include ethnic and cultural groups and zoning if applicable)

Stresau Laboratory, Inc. is a major area employer, SLI presently has 90 employees (fluctuates between 75-110), with a significant payroll. 1996 payroll is expected to be 2 million dollars. The expected 1996 sales for SLI total 6 million dollars. SLI pays approximately \$25,000 in local personal property and real estate taxes. SLI employs blue and white collar workers. The TTU is needed to allow SLI to continue to operate safely and efficiently in this area. SLI is an equal opportunity employer.

The licensing and operation of the TTU is believed to have no adverse impact on Native Americans exercising their tribal treaty rights within the ceded territory.

c. Archaeological/Historical

No significant archaeological or historic sites are known to exist in the project area. Contact has been made with State Historical Society of Wisconsin (SHSW) - see attached correspondence.

18. Other Special Resources (e.g. State Natural Areas, prime agricultural lands)

The land west of SLI is a conservancy district owned by the University of Wisconsin - Eau Claire. No adverse impacts are apparent or anticipated.

19. Summary of Adverse Impacts That Cannot Be Avoided (more fully discussed in 15

- a. Industrial property within rural-recreational setting.
- b. Near surface water.
- c. Air emissions from the treatment of reactive waste.
- d. Generation of hazardous waste (ash).
- e. Noise from the treatment of reactive waste.

ALTERNATIVES (No action - enlarge - reduce - modify - other locations and/or methods)

20. Identify, describe and discuss feasible alternatives to the proposed action and their impacts. Give particular attention to alternatives which might avoid some or all adverse environmental effects.

1) Do action. This alternative was considered and rejected on the basis that SLI would need to stop operation of the TTU without the proper licensing procedure. SLI is committed to providing employment opportunities within Washburn County.

2) Continue operation at same location. This is the preferred alternative. SLI has taken an environmentally responsible approach toward the operation of the TTU and their facility in general. This alternative allows the continued employment of area persons, continued environmental monitoring and a cost effective means of disposing of SLI's reactive waste. This alternative provides the safest means of disposing SLI's reactive wastes for SLI employees and the general public.

3) Stop operation. This alternative was considered and rejected on the basis of economics and limited options on managing reactive wastes, which will continue to be generated by SLI. SLI has made a considerable investment in their facility and continued operation is in the best interests of both SLI and Washburn County economy.

4) Haul Reactive waste to another TTU. This alternative was considered and rejected on the basis of difficulty in proper classification and permitting, high packaging/transportation costs, and potential safety risks to the general public. SLI also accepts additional environmental liability when disposing of hazardous waste at other facilities.

EVALUATION OF PROJECT SIGNIFICANCE (Complete each item)

21. Significance of Environmental Effects

- a. Would the proposed project or related activities substantially change the quality of the environment (physical, biological, socio-economic)?

Explain.

As discussed previously, the TTU has been in operation since 1962. No significant environmental impacts have been discovered, except for an elevated concentration of zinc in surface soils near the TTU during this study or other investigations. Air dispersion modeling conducted by the DNR Air Management Program has found no significant health risks are present in the vicinity of the SLI facility.

- b. Discuss the significance of short-term and long-term environmental effects of the proposed project including secondary effects; particularly to geographically scarce resources such as historic or cultural resources, scenic and recreational resources, prime agricultural lands, threatened or endangered species or ecologically sensitive areas. (The reversibility of an action affects the extent or degree of impact)

SLI has taken a responsible environmental position. Written company procedures require employees to properly manage hazardous waste. SLI has voluntarily conducted groundwater testing to insure that their procedures do not impact groundwater. SLI has purchased an insurance policy (environmental) to finance proper closure of the unit and cleanup of the site in the event of some future environmental problems.

22. Significance of Cumulative Effects

Discuss the significance of reasonably anticipated cumulative effects on the environment. Consider cumulative effects from repeated projects of the same type. What is the likelihood that similar projects would be repeated? Would the cumulative effects be more severe or substantially change the quality of the environment? Include other activities planned or proposed in the area that would compound effects on the environment.

SLI has no plans at the present time to expand their operation of the TTU and are currently limited to the amount of reactive wastes that can be treated in a calendar year. SLI will continue to monitor the environmental consequences of their operation. Elevated levels (compared to background concentrations) of zinc have been detected in surface soils adjacent to the TTU at 580 mg/kg. The EPA/health action level for zinc is 23,000 mg/kg. There is no evidence that emissions from the TTU are at levels that would cause impacts to plants, wildlife or humans.

23. Significance of Risk

- a. Explain the significance of any unknowns which create substantial uncertainty in predicting effects on the quality of the environment. What additional studies or analyses would eliminate or reduce these unknowns? Explain why these studies were not done.

As discussed previously, direct measurement of air emissions from burning explosives is difficult. The treatment of the reactive waste is done in an open burning method, without the benefit of a combustion chamber such as a boiler or incinerator. Emissions were estimated by using best professional judgement and mass balance techniques. Dispersion modeling and inhalation risk screening analysis conducted by DNR Air Management staff found the hazardous air pollutants from the TTU to present low risks to human health. Risks from the TTU were determined to be less than 2 in 100,000, which is within range of risks observed at other industrial facilities in the state. Since the modeling scenario chosen was very conservative, actual risks will be much lower and would be considered insignificant. - See attached correspondence from DNR Air Management Program on dispersion modeling/inhalation risk screening.

- b. Explain the environmental significance of reasonably anticipated operating problems such as malfunctions, spills, fires or other hazards (particularly those relating to health or safety). Consider reasonable detection and emergency response, and discuss the potential for these hazards.

SLI has clear and concise written procedures (SLI Feasibility and Plan of Operations Report) regarding the operation of the TTU, which serve to minimize the chance of operating problems. SLI constructed the TTU with two burn pits to allow alternate use of one pit or the other. This provides a built-in safety measure. In the event of a failure of one pit, another is available for use. This also provides the opportunity to inspect the idle pit for preventative maintenance. SLI also has written procedures regarding handling spills or fires. A written contingency plan describes emergency procedures and includes contacting proper authorities to warn the general public of a situation which threatens health or safety. It should be noted that the explosives industry, in general, is required to comply with many state and federal safety regulations.

24. Significance of Precedent

- a. Would a decision on this proposal influence future decisions or foreclose options that may additionally affect the quality of the environment? Explain the significance.

It is unlikely that many future requests for a similar project will be made - particularly in this area. The option to destroy reactive waste on-site is considered the safest and is environmentally sound, when compared to shipping c-site.

- b. Describe any conflicts the proposal has with plans or policy of local, state or federal agencies that provide for the protection of the environment. Explain the significance.

The SLI facility staff work with local, state, and federal authorities. The local government has properly zoned the property. SLI has been operating the thermal treatment unit under state issued hazardous waste treatment variances.

25. Discuss the effects on the quality of the environment, including socio-economic effects, that are (or are likely to be) highly controversial, and summarize the controversy.

The licensing process for SLI's TTU has been controversial to adjacent landowners. Opposition to the TTU has mainly centered around noise from the unit, concerns on impacts from the unit on health and the environment, and concern on how a licensed hazardous waste treatment facility will adversely impact their lake property values. Other resident concerns have been expressed regarding zoning issues (SLI site is zoned industrial next to recreational).

26. Explain other factors that should be considered in determining the significance of the proposal.

SUMMARY OF ISSUE IDENTIFICATION ACTIVITIES

27. Summarize citizen and agency involvement activities (completed and proposed)

DNR: Bureau of Endangered Resources, Bureau of Air Management, Bureau of Solid and Hazardous Waste, SHPO, US Fish and Wildlife Service, Town of Casey, Washburn County. Concerned citizens have reviewed DNR files regarding this licensing activity and have expressed concern on the TTU impacts to health, environment and their property values.

Meetings include two public hearings. The first informational hearing was held on September 20, 1994, on the preliminary determination of completeness on SLI's submittals. The second hearing, held on March 23, 1995, was a required hearing for the extension of SLI's hazardous waste treatment variance.

28. List agencies, groups and individuals contacted regarding the project
(include DNR personnel and title)

<u>Date</u>	<u>Contact</u>	<u>Comment Summary</u>
1/5/96	Bill Stewart Environmental Manager Stresau Laboratory, Inc.	Background, Coordination
4/15/91	Dan S. Kling/Bill Marx Envirosystems Consulting Group, Inc.	Co-Author of original Variance request Author of original draft EA
5/1/91	Dave Kafura Wis DNR NWD Hazardous Waste Management	Local DNR coordination
5/15/91	Ed Lynch, PE Wis DNR, Madison Hazardous Waste Management	Central Office DNR License review
5/25/91	Tim Mullholland, Phd. Wis DNR, Madison Hazardous Waste Management	Central Office DNR License review
5/15/91	Ken Smith Safety Coordinator Stresau Laboratory, Inc.	SLI Safety procedures and waste handling
5/15/91	Wayne Toellner Assistant Safety Coordinator Stresau Laboratory, Inc.	SLI TTU operation and waste handling
6/25/91	Ronald Nicotera Bureau of Endangered Resources, Wis DNR Madison	Project review for endangered/threatened species
6/25/91	Richard Dexter SHSW Madison	Project review for historical/cultural properties
11/22/95	Jeff Myers WIS DNR, Madison AM/Toxicologist	Dispersion modeling/inhalation risk screening analysis for SLI's TTU

Project Name: Stresau Laboratory, Inc. County: Washburn
Thermal Treatment of
Reactive Wastes

DECISION (This decision is not final until certified by the appropriate authority)

In accordance with s. 1.11, Stats., and Ch. NR 150, Wis. Adm. Code, the Department is authorized and required to determine whether it has complied with s. 1.11, Stats., and Ch. NR 150, Wis. Adm. Code.

29. Complete either A or B below.

A. EIS Process Not Required

Analysis of the expected impacts of this proposal is of sufficient scope and detail to conclude that this is not a major action which would significantly affect the quality of the human environment. In my opinion therefore, an environmental impact statement is not required prior to final action by the Department on this project.

B. Major Requiring the Full EIS Process . . .

The proposal is of such magnitude and complexity with such considerable and important impacts on the quality of the human environment that it constitutes a major action significantly affecting the quality of the human environment.

Signature of Evaluator <i>Don E. Kalan</i>	Date Signed 1-25-96
Noted: Area Director or Bureau Director <i>William Smith</i>	Date Signed 1/25/96

Copy of news release or other notice attached? Yes No

Number of responses to notice _____

Public response log attached? Yes No

CERTIFIED TO BE IN COMPLIANCE WITH WEPA	
District Director or Director of BEAR (or designee)	Date Signed

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to sections 227.52 and 227.53, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

Note: Not all Department decisions respecting environmental impact, such as those involving solid waste or hazardous waste facilities under sections 144.43 to 144.47 and 144.60 to 144.74, Stats., are subject to the contested case hearing provisions of section 227.42, Stats.

This notice is provided pursuant to section 227.48(2), Stats.



THE STATE HISTORICAL SOCIETY OF WISCONSIN

H. Nicholas Muller III, Director

816 State Street
Madison, Wisconsin 53706
608/262-3266

July 18, 1991

Mr. William T. Marx
EnviroSystems Consulting Group, Inc.
Otter Creek Office Park
P.O. Box 3211
Eau Claire, Wisconsin 54702-3211

IN REPLY PLEASE REFER TO:
SHSW: 91-0842

RE: License for Open Burning of Waste Explosives

Dear Mr. Marx:

We have reviewed the above referenced project as required by S.44.40, Wis. Stats. No properties would be affected by this project that are listed in: The State or National Registers of Historic Places, in the Wisconsin Inventory of Historic Places, or on the list of locally designated historic places.

No further actions are necessary to document compliance with Wisconsin's historic preservation laws. If any federal funds, licenses, or permits will be involved in this undertaking, please contact us immediately for compliance with federal preservation laws, which are significantly different from state laws in scope and requirements.

If there are any questions concerning this matter, please contact Gretchen Block of my staff at (608) 262-2732.

Sincerely,

Richard W. Dexter
Chief, Compliance Section
DIVISION OF HISTORIC PRESERVATION

RWD:lks
EA2STATE

ATTACHMENT F



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Carroll D. Besadny

Secretary

Box 7921

Madison, Wisconsin 53707

July 12, 1991

1650

William Marx
Envirosystems Consulting Group, Inc.
P.O. Box 3211
Eau Claire, WI 54702-3211

Dear Mr. Marx:

The Bureau of Endangered Resources has reviewed the project area described in your letter of June 25, 1991 for the Stesau Laboratory environmental assessment.

We have no occurrence records of Endangered, Threatened, or Special Concern species or natural communities, nor of any State Natural Areas for the project area in Section 23 of T40N R13W, Washburn County.

Comprehensive endangered resource surveys have not been completed for the project area. As a result, our data files may be incomplete. The lack of known occurrences does not preclude the possibility that endangered resources may be present.

Sincerely,

Ronald F. Nicotera (handwritten)

Ronald F. Nicotera
Director, Bureau of Endangered Resources

cc: Gary Birch - EA/6
William Clark - NWD
Bruce Moss - NWD

ATTACHMENT G

CHAPTER 21
ATTACHMENT R
WDNR Environmental Assessment Review
Amendment - 2006

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Northern Region Headquarters
810 W. Maple St.
Spooner, WI 54801

Attachment 21r

Rev. 07/2003



FAX #: 715/635-4105 PHONE #: 715/635-2101 DATE: 1/4/07

TO: Rick Hoff

AGENCY: Strosan

FAX #: (715) 635-7979

SUBJECT: Copy of Certified EA Amendment

FROM: Jim Ross

PHONE #: (715) 635-4068

PAGES TO FOLLOW (EXCLUDING COVER SHEET): 4

CONFIDENTIALITY NOTICE: The document(s) accompanying this cover sheet may be confidential information, which is legally protected. The information is intended only for the use of the intended recipient named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopy information by you is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone to arrange for the return of the document to us.

**DNR NORTHERN REGION
ENVIRONMENTAL ASSESSMENT (EA) AMENDMENT**

Title of Original Assessment: License for Thermal Treatment of Reactive Wastes

at Stresau Laboratory, Inc.

County: Washburn County

Date Original EA Certified: May 16, 1996

Describe the Nature of Proposed Amendments and the Reasons Therefore:

Stresau Laboratory, Inc. (Stresau) is a facility that is involved in the

These activities result in the generation of reactive) wastes, which are regulated as a characteristic hazardous waste under s. NR 805.08 (4), Wis. Adm. Code. The recommended method of disposal for reactive wastes is at the source of generation by thermal destruction since most reactive wastes are prohibited or restricted from transport on public highways by federal and state agencies. No off-site reactive wastes are delivered to Stresau for thermal treatment. Other types of waste burned in the facility's Thermal Treatment Unit (TTU) include cross-contaminated cardboard, paper packaging materials, and fuel oil soaked wipe rags used to decontaminate on-site production equipment. A typical daily burn consists of _____ which takes approximately _____ to burn down. The facility currently burns _____

The ash material, which is classified as hazardous waste because the lead and cadmium content, is properly containerized and transported to WRR Environmental Services in Eau Claire, WI, a licensed treatment and disposal facility.

Stresau received its hazardous waste license No. 6024 from the Wisconsin Department of Natural Resources Department on August 7, 1996 to thermally treat reactive wastes at its Spooner, WI facility. This license is valid for a period of 10 years but is scheduled to expire on August 7, 2006. Stresau intends to pursue re-licensing for another 10 years and has submitted an application for approval of a feasibility and plan of operation report (FEPOR) to the Department on February 2, 2006. The report contains information about the types of hazardous waste generated at Stresau's facility, and operating procedures employed to destroy various types of reactive wastes. Stresau plans to retain the current operating limit placed on their burn unit at _____

There have been no changes in Stresau's manufacturing and testing process that would result in additional impacts to human health or the environment. No physical changes in the design of the burn unit have occurred that would affect the maximum air emissions rate or the amount of ash generation since the original environmental assessment was certified. Maintenance on the TTU has been performed as needed for the last 10 years.

Discuss Probable Adverse and Beneficial Impacts Not Covered in the Original EA That Would be Generated by the Amended Action and Additional Alternatives Considered:

Stresau Laboratory, Inc. implemented several improvements which were not covered in the original EA. These improvements are summarized as follows:

Rainwater run-off and collection improvements: In September 2001, Stresau constructed a moveable roof-cover for the burn unit to cover it when it is not in use. Installation of a cover has virtually eliminated the need to collect and treat approximately 6,000 gallons of rainwater run-off from the burn unit cement pad each year. Previously, this wastewater was transported to the City of Rice Lake's wastewater treatment facility.

Waste Minimization Plan In-Place: One of the requirements of Stresau's plan of operation approval included the need for a waste minimization plan to reduce various hazardous waste streams, either being treated in the TTU or being shipped off-site for treatment or disposal. Stresau must annually submit a certification statement to the Department that it is implementing this plan and provide examples on how this is being achieved. Based on a review of Stresau's operating records over the last 10 years, hazardous wastes generated at this facility have been reduced by approximately 90% when compared to the previous 10 years of operation. These changes have occurred as a result of more efficient product management and burn procedures.

Environmental Monitoring Trends

Air Emission Impacts: As part of the original EA, maximum air emission rate concentrations were estimated downwind of the thermal treatment unit, using best professional judgment and mass balance techniques to simulate a worst case scenario. Dispersion modeling and inhalation risk-screening completed by Department air management program staff on November 22, 1995, showed that emission concentrations over a 4-hour burn period presented a low risk to human health in the vicinity of Stresau. Actual risks to human health are considered to be insignificant since the modeling assumed the TTU operates for 365 days a year, and assumes that 100% of the combusted wastes are emitted into the air as a hazardous air pollutant. From 2003-2005, the TTU operated between 30-46 days per year. Jeff Myers, Department Air Toxicologist, has reviewed the previous air quality analysis and has concluded that the previous analysis is still valid. This conclusion is based on the fact that no changes have occurred in the type of reactive wastes combusted in the TTU. There also have been no changes in EPA's inhalation risk assessment model used by the Department. The health risks related to the emissions of dioxin, arsenic, hexavalent chromium compounds, and lead have not changed for this facility. A copy of the previous air quality analysis is on-file with the Department and available for review.

Soil and Groundwater Sampling Trends: Stresau's plan of operation approval requires periodic soil and groundwater sampling at selected locations to assess on-going environmental trends. Stresau conducts annual groundwater sampling at four (4) monitoring wells located near the TTU for total metals, polycyclic aromatic hydrocarbons (PAHs), and volatile organic compounds (VOCs). Stresau also conducts bi-annual soil sampling at three (3) locations located near the North Site, an area previously used as a thermal treatment site. Soils at this area were properly cleaned-up and closed according to NR 700 requirements, however, it was deemed necessary to continue periodic soil sampling for RCRA metals at 3 sampling locations.

Groundwater sampling trends at all monitoring wells show no detects for VOCs and PAHs, except for trace amounts of 2-Methylnaphthalene found just above the instrument detection level at monitoring well MW-3. Total metal concentrations detected in the groundwater for chromium and lead are just over the background levels for soils found in the vicinity of Stresau. Total metal concentrations found in the groundwater are well below the prevention action limits (PALs) as specified in Ch. NR 140, Wis. Adm. Code. Groundwater generally flows in a NNE direction from the TTU

Total metal concentrations found in the soils sampled at the North Site over the last 10 years have generally been at or just above background levels. Recent sampling conducted on December 15, 2005 at sampling sites Nos. North-1 and North-7, show a slight increase in total lead and total chromium concentrations. Stresau has attributed this increase to a temporary testing project for blasting caps at this location. This is a very infrequent occurrence according to Stresau. A review of the sampling information shows that the total lead and chromium concentrations are well below the residual contaminant levels (RCLs) established in ch. NR 720, Wis. Adm. Code, to protect human health due to direct contact in soils.

Other Requested Changes to Plan of Operation: Stresau has requested that a previous plan of operation restriction for the TTU be rescinded since it is no longer valid or needed. The condition restricted the operation of the TTU while Kirkland Warbler surveys were conducted by U.S. Fish and Wildlife Service (USF & WS) in the vicinity of Stresau. On October 20 & 24, 2005, the USF & WS and the Department concluded that this condition is no longer needed. The existing habitat for this area consists

of 25 year old, dense Jack pine and scrub oak cover types. The site is no longer conducive to supporting Kirkland Warbler populations, which need periodic burning to promote early successional Jack pine.

Discussion of Other Alternatives to Thermal Treatment Methods: A detailed discussion of the recommended current method of thermal treatment vs. off-site treatment at the closest licensed facility located in Joplin, MO, is provided in the facility's FEPOR application on file with the Department. Justification for retaining the current thermal treatment method is summarized below:

1. U.S. Department of Transportation (DOT) restrictions prohibit movement of some explosive wastes over public highways for safety reasons. Reactive hazardous wastes produced at Stresau are sensitive to heat, impact, friction, or electrostatic discharges, which may detonate under the right conditions. On-site destruction of reactive wastes protects the public and the environment from accidental air and soil releases during an uncontrolled detonation. U.S. Department of Transportation regulations also require that wastes be properly classified prior to shipment, creating another layer of regulatory burden for the small amounts of waste Stresau generates. These regulations are provided in CFR 49-177.821, CFR 49-177.834(j), and CFR 49-177.835, of the Federal Register.
2. The nearest Treatment, Storage and Disposal (TSD) facility is EBV EEC, located in Joplin, MO. Cost estimates using EBV EEC's off-site treatment services would have cost Stresau \$26,180 in 2003, and \$38,212 in 2004. Given the relatively small amounts of waste Stresau generates each year, the costs for shipping their wastes off-site appear to be excessive. A TSD facility with the design capability to handle reactive wastes is not located within a practical transport distance.
3. The majority of the energetic devices produced at Stresau are produced

Recommendation: These additional considerations on the environmental impacts of the proposed project as described above, when considered in conjunction with the contents of the original EA, are not of significant magnitude, complexity, or significance to change the Department's decision not to write an EIS for this project.

Evaluator:

James P. Ross

Date:

June 13, 2006

Certified to be in Compliance with WEPA:

William A. Clark

Date:

9-11-06

NOTICE OF APPEAL RIGHTS

If you believe you have a right to challenge this decision, you should know that Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to sections 227.52 and 227.53, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

Note: Not all Department decisions respecting environmental impact, such as those involving solid waste or hazardous waste facilities under sections 144.43 to 144.47 and 144.60 to 144.74, Stats., are subject to the contested case hearing provisions of section 227.42, Stats.

This notice is provided pursuant to section 227.48(2) Stats.

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