



# Constellation

Eddystone Generating Station 1 Industrial Hwy, Eddystone, PA 19022

September 19, 2022

Ms. Sara Pantelidou  
Pennsylvania Department of Environmental Protection  
Environmental Cleanup and Brownfields  
Southeast Regional Office  
2 East Main Street  
Norristown, PA 19401-4915

**RE: Environmental Covenant Instrument Number: 2022048269 / PADEP Primary Facility ID# 617541**

Dear Ms. Pantelidou:

On September 6, 2022, Constellation Energy Generation, LLC recorded the original, Grantor signed Environmental Covenant specific to the Chem-Clear (Lots 2, 3); Petron (Lot 4); PICCO Lake (Lots 3, 4); PICCO Facility (Lots 2,3,4) / PADEP Primary Facility ID# 617541 properties with the Delaware County Recorder of Deeds.

This environmental covenant was prepared by Constellation Energy Generation, LLC and reviewed by BPG LP, Pennsylvania Department of Environment, and the US Environmental Protection Agency.

Attached is the environmental covenant (electronic version) with the Official Recording Cover Page, Instrument Number: 2022048269 for your records. A hard copy will be transmitted to you via FEDEX delivery.

I would like to thank you for your support and should you have any questions or need additional information, please do not hesitate to contact me at [donna.fabrizio@constellation.com](mailto:donna.fabrizio@constellation.com).

Respectfully yours,

Donna R. Fabrizio  
Constellation – Environmental Programs

cc: Khai Dao – US EPA  
Dave Debusschere – Keystone  
Carlos Montoya – Keystone  
Bonnie Pugh – Constellation  
Robert Matty – Constellation

# **DO NOT DETACH**



10114390-00061

**Robert A. Auclair, Esq.**  
Delaware County Recorder of Deeds  
Government Center, Room 107  
201 W. Front Street  
Media, PA 19063  
610-891-4152

**Instrument Number: 2022048269**  
**Volume/Page: RECORD BK 6857 PG 2136**  
**Recorded Date: 09/06/2022 1:05:10 PM**

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**Collected By: kirbyj**  
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**Document Page Count: : 20**

**Return To (Mail):**  
CONSTELLATION ENERGY GENERATION LLC  
1 INDUSTRIAL HIGHWAY  
EDDYSTONE, PA 19022

**Parcel ID: 49-10-00604-00**

<b>Fees:</b>	
RECORDING FEES:	\$37.50
AFFORDABLE HOUSING FEE:	\$18.00
COUNTY IMPROVEMENT FUND:	\$5.00
ACT 152 FEE:	\$15.00
JCS/ATJ FEE:	\$40.25
ADDITIONAL PAGE FEE:	\$32.00
ADDITIONAL PAGE FEE (AFF):	\$32.00
WRIT TAX:	\$0.50
<b>Total Fees:</b>	<b>\$180.25</b>
<b>Amount Paid:</b>	<b>\$180.25</b>
<b>Amount Due:</b>	<b>\$0.00</b>

**Instrument Number: 2022048269**  
**Volume/Page: RECORD BK 6857 PG 2136**  
**Recorded Date: 09/06/2022 1:05:10 PM**

## **OFFICIAL RECORDING COVER PAGE**

# **DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

When recorded, return to:  
Constellation Energy  
Generation LLC  
Attn: Ms. Bonnie A. Pugh  
Assistant General Counsel  
Eddystone Generating Station  
1 Industrial Hwy  
Eddystone, PA 19022

The County Parcel Identification No. of the Properties is:  
Map 49-20, Parcel 895-003 ID 49-10-00604-00 (Lot 2)  
Map 49-25, Parcel 003-000 ID 49-10-00607-00 (Lot 3)  
Map 49-25, Parcel 003-000 ID 49-10-00608-00 (Lot 4)

**GRANTORS:**

**BPG LP VIII Seaport P2 LP (Lot 2)**  
**BPG LP VIII Seaport P3 LP (Lot 3)**  
**BPG LP VIII Seaport P4 LP (Lot 4)**

**PROPERTY ADDRESSES: 2501 Seaport Drive, BH Suite 100, Chester, Pennsylvania 19013**

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Properties identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (DEP) and the United States Environmental Protection Agency (EPA).

1. **Properties affected.** The Properties affected (Properties) by this Environmental Covenant are located in Chester City, Delaware County.

The postal street address of the Properties is: 2501 Seaport Dr, BH Suite 100, Chester, PA 19013

The latitude and longitude of the center of the Properties affected by this Environmental Covenant is: Latitude: +39°49'51.8"N, Longitude: 75°22'53.5"W.

The Properties have been known by the following name(s): Chem-Clear (Lots 2, 3); Petron (Lot 4); PICCO Lake (Lots 3, 4); PICCO Facility (Lots 2,3,4)  
The DEP Primary Facility ID# is/are: 617541

Complete descriptions of the Properties are attached to this Environmental Covenant as Attachment 1.

2. **Property Owners/GRANTOR.** **BPG LP VIII Seaport P2 LP, BPG LP VIII Seaport P3 LP and BPG LP VIII Seaport P4 LP** are the owners of these Properties and the GRANTORS of this Environmental Covenant.

The mailing address of the owners is: 2501 Seaport Dr, BH Suite 100, Chester, PA 19013

3. **Holder(s) / GRANTEE(S)**. The following is a "Holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: Constellation Energy Generation LLC (Constellation), 200 Exelon Way, Kennett Square, PA 19348.

4. **Description of Contamination & Remedy**. Investigation and remediation of the Properties was initiated by PECO Energy, an Exelon company. PECO transferred the Properties to Exelon Generation Company, LLC (Exelon) in 2000. Exelon undertook an EPA RCRA Corrective Action at the Properties under the conditions of a Facility Lead Agreement (FLA) between Exelon and the EPA. EPA's Final Decision and Response to Comments, which selected the final remedy (Final Remedy) at the Properties, is included as Attachment 2. The Final Remedy requires the implementation of use restrictions on the Properties. Attachment 3 presents the historical timeline of remediation effort.

Reports on file with the DEP contain detailed information on the contaminants discovered and remediated on the Properties and nearby properties. The contamination identified on the Properties is summarized below:

- Tar-like resinous material at scattered surface locations,
- Polyaromatic hydrocarbon (PAH) compounds in surface and subsurface soil.
- Benzene, toluene, ethylbenzene and xylenes (BTEX) in surface and subsurface soil.
- Inorganic chemicals (metals) in surface soil.
- BTEX and PAH compounds in the shallow groundwater aquifer.
- Light non-aqueous phase liquid (LNAPL), primarily petroleum products, in subsurface soil.

Exelon also performed a DEP Land Recycling Program (Act 2) remediation at the Properties. The Act 2 remediation approach consisted of a combination of Site-Specific and Background Standards as follows:

- Use of Site-Specific Standard approach for soil.
- Use of Site-Specific Standard approach for groundwater and soil-to-groundwater through pathway elimination as there are no receptors to site groundwater.
- Use of mass balance approach to evaluate surface water.
- Use of Background Standard approach for certain naturally occurring inorganics in soil.

Through the Site-Specific approach and demonstration that there were no adverse effects from dissolved-phase compounds in the groundwater discharge to the river, groundwater exposure pathways at the Properties were evaluated and eliminated.

Three interim measures were implemented in 1997 to mitigate the release of contaminants from the parcels of the former Chem Clear facility previously located on the Properties: passive LNAPL recovery from monitoring wells/sumps, a groundwater/LNAPL extraction system employing 15 angled extraction wells along the riverbank, and slip-lining two sections of the combined sewer overflows (CSO) that traverse the Properties.



Implementation of the remedial alternatives on the Properties included managing the construction activities on-site, collecting attainment samples, and preparation of the Act 2 Final Report. The various remedial activities completed as part of this project included:

- Excavation of impacted soil at two locations to depths of approximately 2 feet and 8 feet, followed by backfilling using clean structural fill. The extent of excavation was determined based on attainment sampling.
- Excavation of tar-like resinous material and surrounding soil to a depth of 2 feet, followed by backfilling with clean stone underlain by geotextile.
- Demolition/removal of railroad tracks, concrete pads, and miscellaneous items in areas of the Properties prior to placement of cover materials.
- Characterization and off-site disposal of excavated material, including soil, concrete, wood, bricks, and general fill amounting to approximately 5,500 tons.
- Placement of riprap in an area approximately 900 feet long and 25 feet wide along the bank of the Delaware River; steps consisted of the placement of clean gravel to fill large voids in the existing bank material, placement of a geotextile over the gravel to provide material separation, and placement of two sizes of riprap (1 to 3 inches and 12 to 36 inches).
- Installation of approximately 200 feet of groundwater collection trench to a depth of about 12 feet to supplement the existing series of groundwater extraction wells along the bank of the Delaware River; installation included removal, characterization, and off-site disposal of approximately 2,800 tons of soil, trench dewatering, installation of two manholes, placement of 6-inch perforated pipe, installation of a new suction header, and system startup.

The cleanup standards for the soil excavation were site-specific, and attainment was based upon the statistical determination that a 95 percent Upper Confidence Limit of Arithmetic Mean was met for both excavation areas. Analytical results for the attainment sampling show that the standards were achieved in the areas of excavation. Records pertaining to the contamination and remedy are available at U.S. EPA, Region III, 4 Penn Center, 1600 John F. Kennedy Blvd., Philadelphia, PA 19103, or through the DEP's administrative record at 2 E. Main Street, Norristown, PA 19401.

On February 1, 2022, Exelon Generation Company, LLC, became a wholly owned subsidiary of Constellation Energy Corporation. Exelon Generation Company, LLC continues as the same legal entity as it is today. It will continue to own and operate its generation and other facilities, continue to hold its various permits and licenses and operate its business as it does today. The only change to Exelon Generation is that its name has changed to Constellation Energy Generation, LLC. Constellation will continue to meet the requirements of the FLA. Maintenance and operation of the extraction system will remain the responsibility of Constellation. Constellation will maintain the riprap to prevent erosion and will monitor the efficacy of the groundwater remedy to ensure protection of human health and the environment.

5. **Activity & Use Limitations.** The Properties are subject to the following activity and use limitations, which the then current owner of the Properties, and its tenants, agents, employees, and other persons under its control, shall abide by:

- The Properties' future use is limited to non-residential use. The Properties shall not be used for residential purposes as defined in Act 2 unless it is demonstrated to DEP and EPA that such use will not pose a threat to human health or the environment, or adversely affect or interfere with the selected remedy, and DEP and EPA provide prior written approval for such use. A change in land

use for residential purposes will require reentry into Act 2 to demonstrate attainment of a cleanup standard for such use.

- The groundwater beneath the Properties shall not be used for any purpose other than to conduct the operation, maintenance, and monitoring activities required by EPA and/or DEP. Remedial measures at the Properties include operation of a groundwater extraction and treatment system consisting of 15 angled extraction wells and two extraction trenches adjacent to the riverbank. The uses of the Properties must not interfere with the operation of the groundwater extraction and treatment system or prevent reasonable access to the system for necessary maintenance and monitoring. The groundwater extraction and treatment system operations will continue as deemed by the DEP and/or EPA as needed.
- Two existing combined sewer overflows (CSOs) at the Properties were slip-lined in August 1997 to prevent groundwater infiltration and discharge to the river. The use of the Properties must not damage or interfere with the CSOs at the Properties and must not prevent reasonable access to the CSOs for necessary maintenance and monitoring.
- The use of the Properties must not damage or interfere with the remediation system, groundwater extraction wells, extraction trenches, connecting piping and surface and subsurface utilities, and must prevent reasonable access to them for necessary maintenance and monitoring.
- Engineering controls on the Properties subject to this covenant include the rip rap along the shoreline of the Delaware River and the asphalt pavement/cover over the former PICCO Lake and Petron tank field. These controls are periodically inspected and shall be maintained in a condition that enables them to function as designed. The design of the engineering controls may not be modified during the course of any maintenance activities or otherwise without the prior written approval of the DEP

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Properties subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** By the end of every January following DEP's and EPA's approval of this Environmental Covenant, the then current owner of the Properties shall submit to DEP, the EPA, and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by the EPA or DEP, b) transfer of title of the Properties or of any part of the Properties affected by the Environmental Covenant, c) noncompliance with Paragraph 5 (Activity and Use Limitations), or d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Properties, the then current owner shall send a report to DEP, the EPA, and any Holder. The report shall state whether there is compliance with Paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the Department and by the EPA.** In addition to any rights already possessed by DEP and by the EPA, this Environmental Covenant grants to DEP and to the EPA a right of reasonable access of the Properties in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording & Proof & Notification.** Within 30 days after the date of the DEP's approval

of this Environmental Covenant, Constellation shall file this Environmental Covenant with the Recorder of Deeds for Delaware County and send a file-stamped copy of this Environmental Covenant to the DEP and to the EPA Regional Office within 90 days of recording. Within 90 days of recording the Environmental Covenant, the Grantor also shall send a file-stamped copy to each of the following: City of Chester and Delaware County; any Holder identified in this Environmental Covenant listed in Paragraph 3; each person holding a recorded interest in the Properties each person in possession of the Properties; and any other persons as required by DEP or EPA.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with paragraph 10.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Properties and (iii) DEP and EPA

11. **EPA and DEP.**

(a) **Notification.** The then current owner shall provide the EPA and DEP written notice of:

- (1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;
- (2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) **Enforcement.** A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA or DEP.

12     **DEP's and EPA's address.**

Communications with the DEP regarding this Environmental Covenant shall be sent to:

ECB Manager, Land Recycling Program  
PADEP, Southeast Regional Office  
2 East Main Street, Norristown, PA 19401

Communications with EPA:

A file-stamped copy of this Environmental Covenant shall be sent to:

Attn: Chief, Corrective Action Branch #2  
U.S. EPA Region III  
4 Penn Center  
1600 John F. Kennedy Blvd.  
Philadelphia, Pennsylvania 19103

Subsequent submissions required by this Environmental Covenant shall be sent to the Region 3 RCRA Corrective Action digital repository for institutional control and reporting documents. The documents shall reference the RCRA Facility name and RCRA ID Number. The documents shall be submitted to:  
[R3\\_RCRAPOSTREM@epa.gov](mailto:R3_RCRAPOSTREM@epa.gov)

13     **Severability.** The paragraphs of this Environmental Covenant shall be severable, and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties

ACKNOWLEDGMENTS BY THE GRANTORS

BPG LP VIII Seaport P2 LP, BPG LP VIII Seaport P3 LP and BPG LP VIII Seaport P4 LP

Date: August 2, 2022 By: David Debusschere

Name: [Signature]

Title: EVP + COO

COMMONWEALTH OF PENNSYLVANIA ) [other state, if executed outside PA  
)

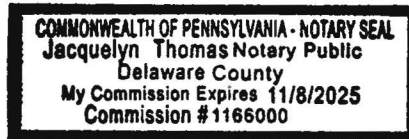
COUNTY OF Delaware ) SS:

On this day of August 2, 20 22 before me, the undersigned officer,  
personally appeared David Debusschere for

BPG LP VIII Seaport P2 LP, BPG LP VIII Seaport P3 LP and BPG LP VIII Seaport P4 LP [Grantors  
(Owners)] who acknowledged himself/herself to be the person whose name is subscribed to this  
Environmental Covenant and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public



ACKNOWLEDGMENTS BY THE GRANTORS

Constellation Energy Generation, LLC

Date: 8/8/2022 By: William Swahl

Name: Lucy Anne

Title: COO / SVP Power

COMMONWEALTH OF PENNSYLVANIA ) [other state, if executed outside PA  
)

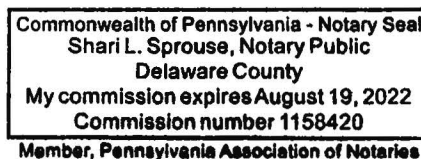
COUNTY OF Delaware ) SS:

On this day of August 8<sup>th</sup>, 2022, before me, the undersigned officer,  
personally appeared William Swahl for

Constellation Energy Generation, LLC [Grantee (Holder)] who acknowledged himself/herself to be the  
person whose name is subscribed to this Environmental Covenant and acknowledged that s/he executed  
same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Shari L. Sprouse  
Notary Public



APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: 08-18-2022

Name: Ragesh R. Patel

Title: Environmental Cleanup & Brownfields Program Manager  
Commonwealth of Pennsylvania, Department of Environmental Protection,  
Southeast Regional Office

COMMONWEALTH OF PENNSYLVANIA )

)

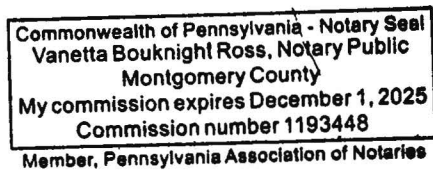
COUNTY OF MONTGOMERY) SS:

On this day of August 18<sup>th</sup>, 2022, before me, the undersigned officer,

personally appeared Ragesh R. Patel, who acknowledged himself to be the Environmental Cleanup & Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southeast Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Vanetta Bouknight Ross  
Notary Public





# **ATTACHMENT 1**

## **Property Descriptions**

Map 49-20, Parcel 895-003 ID 49-10-00604-00 (Lot 2)

ALL THOSE 3 CERTAIN lots or pieces of ground with the buildings and improvements thereon created situate in City of Chester, County of Delaware and State of Pennsylvania, bounded and described according to a Reverse Subdivision Plan made by Catania Engineers Associates, Inc., Consulting Engineers, dated December 12, 2000, last revised June 3, 2002 and recorded in Plan Volume 23 page 108 as follows, to wit:

THE FIRST thereof beginning at a point on the Southeasterly side of Seaport Drive, formerly known as Delaware Avenue, (widened to 150 feet wide from 100 feet wide), a corner of Lot no. 1 on said plan; thence extending from said beginning point along line of Lot no. 1, aforesaid South 35 degrees 41 minutes 21 seconds West 859.04 feet to a point on the Bulkhead line of the Delaware River as approved September 6, 1940 on said plan; thence extending along same the 2 following courses and distances, (1) South 51 degrees 17 minutes 36 seconds West 56.52 feet to a point, and (2) South 46 degrees 09 minutes 38 seconds West 306.73 feet to a point a corner of Lot no. 3 on said plan; thence extending along same North 35 degrees 40 minutes 54 seconds West 905.51 feet to a point on the Southeasterly side of Seaport Drive, aforesaid; thence extending along same North 54 degrees 18 minutes 39 seconds East 360.06 feet to a point a corner of Lot 1 aforesaid, the first above mentioned point and place of beginning.

BEING Lot 2 on said plan, (formerly being part of Lot 3 as shown on Plan Volume 21 page 273).

PARCEL NO. 49-10-00604-00

Map 49-25, Parcel 003-000 ID 49-10-00607-00 (Lot 3)

THE SECOND thereof beginning at a point on the Southeasterly side of Seaport Drive, formerly known as Delaware Avenue, (widened to 150 feet from 100 feet wide), a corner of Lot no. 2 on said plan; thence extending from said beginning point along line of Lot no. 2, aforesaid, South 35 degrees 40 minutes 54 seconds East 905.51 feet to a point on the Bulkhead line of the Delaware River as approved September 6, 1940 on said plan; thence extending along same South 46 degrees 09 minutes 38 seconds West 363.73 feet to a point a corner of Lot no. 4 on said plan; thence extending along same North 35 degrees 40 minutes 54 seconds West 957.07 feet to a point on the Southeasterly side of Seaport Drive, aforesaid; thence extending along same North 54 degrees 18 minutes 39 seconds East 360.05 feet to a point a corner of Lot 2, aforesaid, the first above mentioned point and place of beginning.

BEING Lot 3 on said plan, (formerly being part of Lot 4 as shown on Plan Volume 21 page 273).

PARCEL NO. 49-10-00607-00

Map 49-25, Parcel 003-000 ID 49-10-00608-00 (Lot 4)

AND THE THIRD thereof beginning at a point on the Southerly side of Seaport Drive, formerly known as Delaware Avenue (widened to 150 feet wide from 100 feet wide), a corner of Lot No. 3 on said plan; thence extending from said beginning point, along line of Lot No. 3, aforesaid, South 35 degrees 40 minutes 54 seconds West 957.07 feet to a point on the Bulkhead line of the Delaware River as approved September 6, 1940 on said plan; thence extending along same South 46 degrees 09 minutes 38 seconds West 385.78 feet to a point a corner of Lot No. 5 on said plan; thence extending along same North 35 degrees 41 minutes 21 seconds West 541.76 feet to a point a corner of Lot 4 and Lot 5, thence North 54 degrees 18 minutes 39 seconds East 18.81 feet to a point a corner of Lot 4 and Lot 6, thence North 35 degrees 41 minutes 21seconds West 470.00 feet to a point on the Southeasterly side of Seaport Drive, aforesaid; thence extending along same North 54 degrees 18 minutes 39 seconds East 363.20 feet to a point a corner of Lot 3, aforesaid, the first above mentioned point and place of beginning.

BEING Lot 4 as shown in Plan Volume 21 page 273, as modified by a Subdivision Plan recorded 1/12/2007 in Plan Book 30 page 33.

PARCEL NO. 49-10-00608-00

TOGETHER WITH the benefits of the easements appurtenant as in that certain Roadway Construction and Access Easement Agreement as in Volume 2218 page 1704.

## ATTACHMENT 2

EPA Final Decision and Response to Comments  
For  
PECO Site  
Chester, Pennsylvania

August 2002

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 ARCH STREET  
PHILADELPHIA, PENNSYLVANIA**

**FINAL DECISION AND RESPONSE TO COMMENTS  
FOR  
PECO SITE  
CHESTER, PENNSYLVANIA**

**AUGUST 2002**

## Introduction

This Final Decision and Response to Comments (FDRTC) is being presented by the United States Environmental Protection Agency (EPA) to identify the Final Remedy that has been selected by EPA. This FDRTC also addresses concerns and issues raised during the Public Comment Period and received at the Public Meeting based on the information in the Statement of Basis for the Proposed Remedy at the 17-acre portion of the property owned by PECO in Chester, Pennsylvania. The Statement of Basis is provided as Attachment I of this FDRTC.

All questions and comments received by EPA have been carefully reviewed and addressed in this FDRTC. EPA received some questions during the Public Meeting on June 11, 2002, but did not receive any other comments during the Public Comment Period. EPA has not modified the Proposed Remedy presented in the Statement of Basis which was issued May 10, 2002. The Proposed Remedy will now become the Final Remedy. This FDRTC completes the major tasks required by the Administrative Order on Consent ("Order") between PECO and EPA.

In 1993, EPA and PECO entered into an Order under Section 3008(h) of the Resource Conservation and Recovery Act ("RCRA") to investigate the extent of environmental contamination and evaluate remedy options at a 17-acre portion of the 90-acre property PECO owns along the Delaware River in the City of Chester. The Order required that PECO perform work in two major phases. In the first phase, PECO was required to identify and determine the sources, types, and extent of contamination, and to identify risks to human health and the environment.

PECO completed the investigation and submitted a RCRA Facility Investigation Final Report to EPA in January 1999. EPA approved this report in June 1999. In the course of the investigation, PECO discovered oily sheens on the Delaware River. EPA required PECO to take immediate action to mitigate this environmental threat called "Interim Measures." The Interim Measures, which PECO instituted include a system to remove the oily sheens and prevent future sheens from reaching the Delaware River and the re-lining of storm sewers that traverse the property.

In the second phase of the Order, PECO was required to conduct a Corrective Measures Study. In this study, PECO evaluated the site conditions and considered cleanup alternatives. Before this work began, EPA and PECO approached the Pennsylvania Department of Environmental Protection ("PADEP") and proposed that PECO complete a combined study that simultaneously met EPA's requirements and addressed the requirements of Pennsylvania's land recycling program. On March 23, 2000, PECO submitted a report to EPA titled, "Remedial Investigation/Risk Assessment/Remedial Alternatives Analysis" in which PECO evaluated the risk to human health and the environment and proposed a cleanup remedy that met both EPA and PADEP program requirements. PECO submitted modifications to this plan on August 30, 2000; October 20, 2000; and November 15, 2000. EPA approved the report, as modified, on March 22, 2001.

11/20/01  
11/20/01  
11/20/01

## **Final Remedy**

The Final Remedy, which is explained in detail in the Statement of Basis and is incorporated herein by reference and made a part hereof (Attachment I), consists of the following eight elements:

1. PECO will survey the 17-acre Site and remove fragments of a resinous material found on the surface.
2. PECO will stabilize the Delaware River bank with rip rap (large rocks placed against the bank) to prevent erosion.
3. PECO will maintain and upgrade the 1996 interim measures installed to remove contamination floating on the surface of the groundwater and to prevent oil sheens from forming on the Delaware River.
4. PECO will sample the existing monitoring well network to confirm that dissolved-phase contamination levels in the groundwater are stable and are not a threat to the Delaware River.
5. The Final Remedy will restrict certain future land uses to ensure the effectiveness of the remedy. Current and future owners of the 17-acre Site covered by the Order will need to comply with these use restrictions.
6. PECO will ensure that access to the Site is controlled until redevelopment is complete.
7. PECO will inform EPA of any changes to the redevelopment plans or land use which may impact the effectiveness or permanence of the Proposed Remedy.
8. EPA will re-evaluate the Final Remedy in two years to determine the need for Alternate Concentration Limits for contamination dissolved in the groundwater as described above. EPA will also periodically re-evaluate the entire Remedy and modify it as necessary.

Details of the Final Remedy will be worked out between EPA and PECO with input from the PADEP and other interested parties. The Final Remedy will be implemented through a Facility Lead Agreement between EPA and PECO.

## **Public Comment Period and Public Meeting**

EPA conducted a Public Comment Period for the Proposed Remedy from May 10 to July 9, 2002. On June 11, 2002 EPA held a Public Meeting in Chester, Pennsylvania, to explain the Proposed Remedy and answer any questions from the community. The transcript of the Public Meeting is provided as Attachment II.



**Comments and Responses**

EPA did not receive any comments during the Public Comment Period. At the Public Meeting two members of the community asked questions. The following is a summary of their questions and EPA's responses. The exact text is available in the transcript of the Public Meeting (Attachment II).

**1) Questions from Renee Dale:** Ms. Dale asked questions about where to find more information about the Site and about whom to contact about possible future business opportunities after redevelopment.

**EPA Response:** EPA stated that more information about the site is available in the fact sheet, at the public library, and on the EPA web site. EPA also explained that she would need to contact the developer, Preferred Real Estate Investments, to find out about business opportunities and provided her with the appropriate phone number.

Following the Public meeting, EPA sent Ms. Dale a copy of the schematic diagram for the Interim Measures.

**2) Questions from Joan Rosenberg:** Ms. Rosenberg asked two sets of questions. One set was about the groundwater sampling and the other was about whether the companies that caused the pollution were held responsible.

**EPA Response:** The response to the questions about the groundwater sampling was given by EPA and Mr. Michael Watkins from Brown and Caldwell (PECO's environmental contractor). The respondents explained that there is information showing that the lower aquifers are not contaminated. However, there is contamination floating on the water of the upper aquifer consisting primarily of petroleum products. Additional sampling will be conducted to determine if there are contaminants dissolved in the water of the upper aquifer.

EPA explained that the contamination is old, it is unclear who caused the contamination, and, in some cases, the companies that occupied the area no longer exist. PECO now owns the contaminated property and has agreed to pay for the remediation.

**Declaration**

Based on the Administrative Record compiled for the PECO Site in Chester, Pennsylvania, I have determined that the Proposed Remedy set forth in the Statement of Basis will be the Final Remedy for the PECO Site and that it is appropriate and will be protective of human health and the environment.

Date: 8/21/02



Donald S. Welsh  
Regional Administrator  
U. S. Environmental Protection Agency Region III

## ATTACHMENT 3

### Historical Timeline of Remediation Effort

## **Historical Timeline of Remediation Effort**

150 years of historical industrial activity on approximately 90 acres, including Wall Plaster Manufacturing (1800s-1930s), Steel Mill (1800s-1960s), Coke Plant/MGP Plant (1917-1960s), Electric Generation Plant (1917-1981), Chemical Plant (1940s-1971), Hazardous Waste Treatment Facility (1977-1989), Boat Club (1960-1989), Tank Farm (1940s-approx. 2001).

**1993** – The USEPA issues a 3008(h) Administrative Order on Consent to investigate potential contamination at the Chem Clear hazardous waste treatment facility originally for 8 acres but during the investigation it was expanded to 17 acres.

**March - September 1997** – Initiated Interim Measures to hydraulically contain and control LNAPL seepage along the Delaware River shoreline. Slip-lined two combined sewer outfall (CSO) pipes.

**January 1999** - Submitted RCRA Facility Investigation (RFI) Final Report.

**June 1999** – The USEPA approves RCRA RFI Report.

**February 2000** - PECO submitted Notice of Intent to Remediate (NIR) to PADEP and City of Chester to develop entire 90 acres through the Pennsylvania Land Recycling Program (Act 2).

**March 2000** – Submitted Remedial Investigation/Risk Assessment/Remedial Alternatives Analysis (RI/RA/RAA).

**July 2000** - Letter of Intent for Redevelopment signed by both PECO and PREI.

**September 2000** – Remedial Investigation/Risk Assessment/Remedial Alternative Analysis (RI/RA/RAA) is approved by the PADEP.

**January - March 2001** - Properties transferred from PECO to Exelon Generation Company, LLC.

**March 2001** – USEPA acceptance as equivalent of Corrective Measures Study (CMS) Final Report.

**May 2001** - Special Warranty Deed between Exelon Generation Company LLC and Rivertown Developers, L.P.

**May 2001** - PADEP Consent Order and Agreement with Exelon Generation Company, LLC and Rivertown Developers (various).

**July 2001** – Rivertown Developers (various) acquired properties from Exelon Generation Company, LLC

**September 2001 – April 2002** – Decommissioned three ash pits at Generation Station.

**January 2002** – Submitted Cleanup Plan to the PADEP.

**April 2002** - The PADEP approves Cleanup Plan.

**September 2002 – June 2003** - Initiated and completed remediation activities, including excavation and backfill at two locations (Areas 1 and 2); excavation of tar-like resinous material and surrounding soil

(Areas 5-9, 12-14); placement of riprap along 900 feet of the Delaware River shoreline; installation of Groundwater/LNAPL Recovery System consisting of angled groundwater extraction wells and a 200 foot long groundwater collection trench and oil/water separator to remove LNAPL from groundwater; excavation, backfill, and asphalt capping at two locations (Areas 10 and 11).

**October 2002** - Donated approximately 7 acres (Dilworth Trust) to City of Chester, (retained approximately 20 acres (PECO Substation and CT station).

**December 2003** – Submitted Final Report to the PADEP.

**May 2004** – The PADEP approves Final Report and releases liability.

**September 2009** – Groundwater/LNAPL Recovery System expanded to include an Activated Carbon System due to changes in product being extracted.