

September 7, 2023

Interstate Power and Light Company
Iowa Falls MGP Site

B&V Project 415017.0550
B&V File 43.000

Iowa Department of Natural Resources
Wallace State Office Building
502 East 9th Street
Des Moines, IA 50319

Attention: Shelly Nellesen

Subject: Work Plan for Soil Sampling on the Adjacent Railroad Property

The manufactured gas plant (MGP) site at 416 East Rocksylvania Avenue is adjacent to the Chicago Central & Pacific Railroad Company right-of-way (ROW) and is separated by a retaining wall along a portion of the boundary. Canadian National Railway Company (CN) acquired the Chicago Central & Pacific Railroad Company in 1999. The site property has been owned by Laura & Bruce Thies, Triple T Leasing, since 2005.

The 1990 remedial action included a sloped excavation along the retaining wall to a maximum depth of 12 feet. Concentrations of polynuclear aromatic hydrocarbons (PAHs) in some confirmation soil samples exceeded consent order cleanup levels. As requested by the Department, Interstate Power and Light Company (IPL) subsequently attempted to obtain access for Black & Veatch to collect soil samples, most recently in 2009. A letter was sent to the Department regarding the access issues (Document ID 20970).

In 2018, pursuit of an environmental covenant with CN began. Initially, CN was amenable and information and application to do so were available on the CN website. A survey of the property was obtained, and the application submitted to CN. Between 2018 and April 2023, Black & Veatch has continued to reach out to CN regarding the application.

In lieu of further coordination to establish institutional controls and the nearly 15 years since access was pursued, access to the CN ROW is being further pursued to conduct soil sampling. The sampling results will determine if MGP-related contaminants have migrated onto the ROW at levels and pose a human health risk.

As documented in the October 2017 Environmental Covenant Documentation Report, soil concentrations along the excavation walls exceed the Iowa Statewide Standards for Soil for multiple polynuclear aromatic hydrocarbons (PAHs) in all six sample quadrants along the ROW. Figure 1 shows the sample quadrants along the ROW (CS-3 through CS-8). A composite sample was tested from each quadrant using aliquots of material between ground surface and 12 feet.

This plan provides details on the proposed sampling plan and the steps that need to be taken for the plan to be executed. Except as noted herein, all work will be conducted in accordance with and following protocol outlined in the MGP Program Field Sampling Plan and Quality Assurance Project Plan. The work outlined in this plan will only be conducted if an acceptable access agreement can be negotiated with CN.

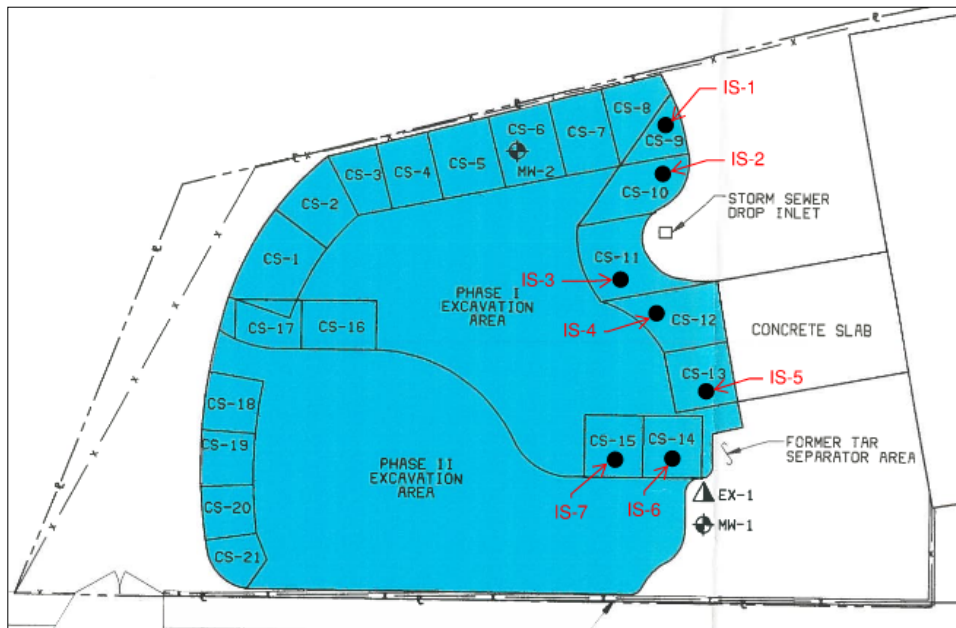


Figure 1 Remedial Action Soil Confirmation Sample Locations

Access to CN ROW

After analyzing the area, it has been determined that the presence of overgrown vegetation and the steep embankment slope below the railroad tracks makes it unsafe to access the ROW between the railroad tracks and the MGP site using a track-mounted probe rig. Due to these access limitations, hand auger samples will be collected in the ROW along the property line. Attachment A contains the right-of-entry application submitted to CN in August 2023.

Sampling Plan

A hand auger will be advanced at four locations as illustrated on Figure 2, roughly corresponding with background and the remedial action confirmation sampling areas exceeding statewide standards. To the extent practicable, the depth of ROW soil samples will correspond with the depth of the remedial action excavation on the MGP site. At locations SP-21, SP-22, and SP-23, the surface in the ROW is between one and three feet lower than the MGP site. Location SP-24 is the same elevation as the MGP site. Three discrete soil samples will be collected from each location. Soil samples will be submitted for analysis of PAHs by SW-846 Method 8270 SIM. The sampling intervals will be determined by the following:

- Priority will be given to elevated (>50 parts per million) photoionization detector readings or visually observed impacts.
- For locations SP-21, SP-22, and SP-23, if no impacts are observed, samples will be collected from shallow (0.5-1.5 feet), middle (4-5 feet) and deep (8-9 feet) intervals.
- For location SP-24, if no impacts are observed, samples will be collected from shallow (1-2 feet), middle (6-7 feet), and deep (11-12 feet) intervals.
- If the maximum depth cannot be reached, a sample will be collected from the interval above refusal and the midpoint of the total depth reached.

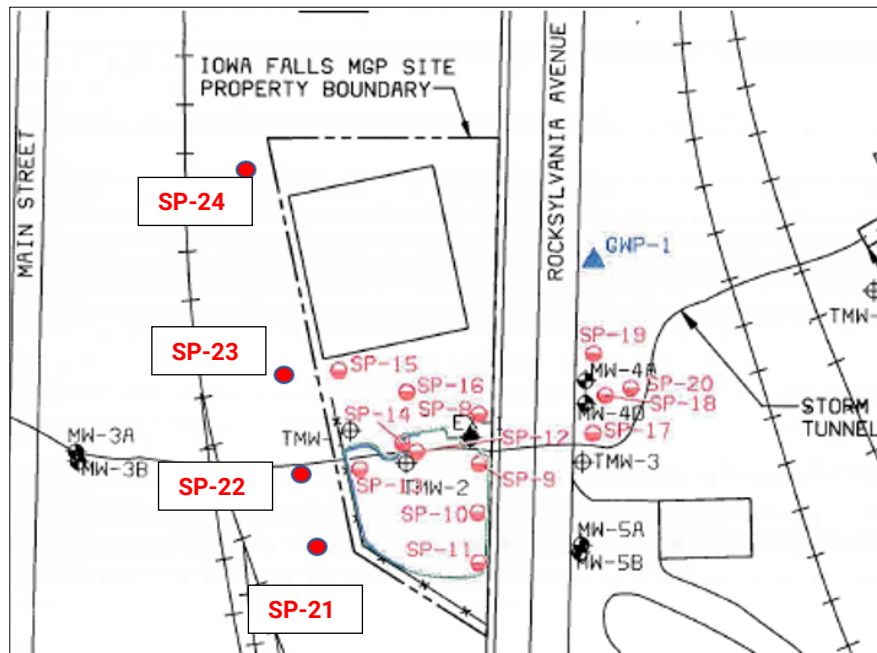


Figure 2 Approximate Locations of ROW Soil Samples

Data Evaluation and Reporting

The soil data will be compared to the Statewide Standards for Soil to determine if PAHs are present at elevated concentrations in soil at depths corresponding to the depths of confirmation soil samples collected during the remedial action. If any concentrations exceed the statewide standards, the data will be additionally evaluated using the Risk Calculator to assess non-residential risk.

Field Schedule

The fieldwork will be completed in 2023, contingent on gaining access from CN to perform the work.

If you have any questions, please do not hesitate to call, or email.

Very truly yours,
Black & Veatch Corporation

Barbara A. Butler, P.E.
Project Manager

cc: Jill Stevens, Alliant Energy

Attachment A

**Manager Public Works**

Thomas L. Brasseur

700 Pershing Rd

Pontiac, MI 48340

T 715-544-9145**F** 248-452-4783

Email: thomas.brasseur@cn.ca

Right of Entry (ROE) License Agreement Information

Railroad Company requires everyone (contractor, consultants, etc.) working on Railroad Company property to have a Right-of-Entry (ROE) License Agreement. No work may occur on Railroad Company property nor will flagging protection be provided until ROE License Agreement has been fully executed by both parties and returned.

Follow these steps to obtain a ROE:

1. Applicant will **Email** this completed application to thomas.brasseur@cn.ca
2. Applicant will **mail** a check for the application fee \$1000.00* to the address listed at the end of this document
3. Applicant will **Email** a COI (Certificate of Insurance) meeting the requirements outlined in the Insurance requirements section of this document
4. Once steps 1-3 are completed, the Railroad Company will begin processing the ROE application
5. If approved, the Applicant will receive an electronic copy of the ROE agreement by email
6. Applicant will have the ROE agreement executed by Applicant's VP or president of Applicant's company
7. Applicant will return a **HARD COPY** of the partially executed ROE agreement by mail to the Railroad Company address listed at the end of this document
8. The Railroad Company will return a fully executed digital copy of the ROE License Agreement by email for the Applicants records.

Please use this form and return by email to submit application request for a Right of Entry agreement.

Contact name and Email address – [Eric Gates gates@bv.com](mailto:Eric.Gates@bv.com)

Name of Applicant/contractor and email address - [Black and Veatch](#)

Street Address – [11401 Lamar Ave,](#)

City, State, Zip – [Overland Park, KS 66211](#)

Telephone – [1-571-366-6984](tel:1-571-366-6984)

Detailed Purpose for ROE – [Soil probing and sampling to determine if the adjacent property's MGP-related contaminants detected at the limits of the remedial action excavation have migrated onto the ROW at levels posing a human health risk.](#)

Start and Completion Date of ROE – [July - August 2023](#)

Public Agency's Project No. – [NA](#)

Public Agency Easement No. (if known) – [NA](#)

Location of project – [416 East Rocksylvania Ave, Iowa Falls, IA](#)

Subdivision and Milepost – [DOT # 307281N. Waterloo Subdivision](#)

FRA/AAR/DOT Crossing No. and Name – [307281N](#)
(Nearest to jobsite)

If unable to locate this number at jobsite, please use following links to obtain:

<http://safetydata.fra.dot.gov/officeofsafety/publicsite/crossing/xingqryloc.aspx>

In Illinois

<http://www.icc.illinois.gov/railroad/advanced.aspx?>

Please attach an aerial snapshot and a Google Earth kmz file to help identify specific location.

FAQ

What time frame can I expect to begin work and have flagging protection for my work?

A **Right of Entry License Agreement usually takes 4 to 6 weeks to obtain**. Once you have a fully executed ROE agreement, you will receive a flagging request form. This flagging request form along with prepayment for flagging fees will need to be *mailed to the physical address listed on the flagging request form*. Once this flagging request form is received, it is usually about **10 days until a flagger can be scheduled**. These are normal time frames. **Time frames can vary substantially** based on many factors. Expedited time frames may be able to be requested at an additional fee.

A brief summary of time frame for each step toward obtaining flagging protection...

1. Right of Entry License Agreement usually takes **4 to 6 weeks to obtain**.
2. Send in flagging check and flagging request form...about **1 week**
3. Once this flagging request form is received, it is usually about **10 days** until a flagger can be scheduled

What are the insurance requirements?

Railroad Company allows outside parties to come onto Railroad Company property to perform work, such as survey or inspection work, installation of pipelines and wirelines, and other work for projects necessitating the occupancy of Railroad Company. Before commencing work, and until the license of allowing such occupancy ends or is terminated, outside parties shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

1. Minimum insurance required of outside party:

- A. Statutory Workers Compensation and Employer's Liability Insurance.
- B. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit.
- C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than **\$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000**. The policy must name Railroad Company and its Parents as additional insureds in the following form:

Chicago, Central & Pacific Railroad Company and its Parents
Attn: Thomas L. Brasseur
700 Pershing Rd
Pontiac, MI 48340
715-544-9145
thomas.brasseur@cn.ca

The policy must remove any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities using endorsement CG 2417 10 01 or equivalent approved by Railroad Company.

- D. When outside party is required by Railroad Company or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and outside party is not being hired for this project by Railroad Company, outside party must procure Railroad Protective Liability Insurance in the following form;

This coverage shall be written on an Occurrence Form with limits of not less than \$5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than \$10,000,000. The policy must name:

Chicago, Central & Pacific Railroad Company and its Parents
Attn: Thomas L. Brasseur
700 Pershing Rd
Pontiac, MI 48340
715-544-9145
thomas.brasseur@cn.ca

- E. In the event the privileges provided herein to Applicant involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Applicant shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Applicant is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

- F. All policies described above must include description of operations, Railroad Company milepost, highway or street name, city and state of location, project number, and Railroad Company contact person on the certificate.
2. Before commencing work, outside party shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad Company, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to Railroad Company.
3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E above, must include the following provisions:
- A. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.
- B. Each policy shall provide for not less than thirty (30) days prior written notice to Railroad Company at the address listed above of cancellation of or any material change in that policy.

4. It is understood and agreed that the foregoing insurance coverage requirements, and outside party's compliance with those requirements, is not intended to, and shall not, relieve outside party from, or serve to limit, outside party's liability and indemnity obligations under the provisions herein.
5. Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage required as circumstances or changing economic conditions may require. Railroad Company shall give outside party written notice of any such requested change at least thirty (30) days before the date of expiration of the then-existing policy or policies, outside party agrees to, and shall, thereupon provide Railroad Company with such revised policy or policies.
6. Insurance required of SUBCONTRACTOR:
 - A. If a SUBCONTRACTOR is to be employed by outside party to perform work on Railroad Company under or by the permission for occupancy granted to outside party by Railroad Company, before commencing work, the SUBCONTRACTOR shall provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 4 above.
 - B. In the alternative, before the SUBCONTRACTOR commences work for outside party on Railroad Company, outside party may provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 5 above, provided that all such insurance names SUBCONTRACTOR as an additional insured and all such insurance provides coverage to all additional insureds, including Railroad Company, for any liability arising out of work performed by all other additional insureds, including SUBCONTRACTOR.

Is safety training required?

Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non –railroad contractor vendor number prior to accessing the noted website. Minimum information required of a Contractor, Grantee, Licensee, or Permittee and/or their subcontractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee who will operate on-track machinery or those who will provide protection for other employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five (25) feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, subcontractors, and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of a Contractor, Grantee, Licensee, or Permittee and/or their contractor from Railroad Company's property at any time for any reason.

What are the costs and address to mail documents and ROE application fee check?

Application Fee Information:

Cost is \$1000.00* for application

*Fee may be increased for special handling, expedited handling, or multiple reviews.

Check Payable To: Chicago, Central & Pacific Railroad Company

Mail To: Thomas L. Brasseur
700 Pershing Rd
Pontiac, MI 48340

Mailing Address Information:

Mail To: Chicago, Central & Pacific Railroad Company
Attn: Thomas L. Brasseur
700 Pershing Rd
Pontiac, MI 48340

Flagging Protection Rates:

Basic daily rate – = \$1,300.00 per day
Monday thru Friday regular business hours
Includes 8 standard rate hours and 2 OT hours to set flags

Overtime rate – = \$150.00 per hour
hours in excess of 8 hours or outside of regular business hours

Weekend or holiday rate - = \$1,500.00 per day
\$150.00 per hour with a 10 hour minimum

Email the completed first page above to: thomas.brasseur@cn.ca

Revised 04-04-2017