COMMUNITY INVOLVEMENT PLAN (FINAL)

BENNING ROAD FACILITY

3400 BENNING ROAD, N.E.

WASHINGTON, DC 20019

PREPARED FOR:

Potomac Electric Power Company
and
Pepco Energy Services
701 9th Street, NW
Washington, DC 20068

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Benning Road Facility
3400 Benning Road, N.E.
Washington, DC 20019

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1.0 Introduction

AECOM has prepared this Community Involvement Plan (CIP) on behalf of Potomac Electric Power Company and Pepco Energy Services, Inc., (collectively "Pepco") to describe the program for facilitating communications with the public and providing opportunities for public participation with respect to the Remedial Investigation/Feasibility Study (RI/FS) to be conducted by Pepco at its Benning Road facility (the Site).

The RI/FS project will be overseen by the District of Columbia Department of the Environment (DDOE) which will be responsible for reviewing and approving the various work plans and reports to be submitted by Pepco, after considering comments from the public. Pepco will implement this CIP in close coordination with, and under the oversight of DDOE.

The CIP has been prepared following the U.S. Environmental Protection Agency's Community Involvement Plans guidance available at http://www.epa.gov/superfund/community/pdfs/7clplans.pdf.

The plan is organized as follows:

- Description of the Site's relationship to the community and Pepco (Section 2.0),
- Description of RI/FS project activities (Section 3.0)
- Description of background of the community (Section 4.0)
- Presentation of Pepco's community involvement program (Section 4.0), and
- Additional Information (Appendices).

The CIP will be updated as needed as the RI/FS project moves forward.

2.0 Site and Project Background

2.1 Site Description

The 77-acre Site is located at 3400 Benning Road NE, Washington, D.C., and is bordered by a DC Solid Waste Transfer Station to the north, Kenilworth Maintenance Yard (owned by the National Park Service, NPS) to the northwest, the Anacostia River to the west, Benning Road to the south and residential areas to the east and south (across Benning Road). The general site location is shown in **Figure 1**. A detailed site map is provided as **Figure 2**. Most of the Site is comprised of the Benning Service Center, which involves activities related to construction, operation and maintenance of Pepco's electric power transmission and distribution system serving the Washington, D.C. area. The Service Center accommodates more than 700 Pepco employees responsible for maintenance and construction of Pepco's electric transmission and distribution system; system engineering; vehicle fleet maintenance and refueling; and central warehousing for materials, supplies and equipment. The Site is also the location of the Benning Road Power Plant, which is scheduled to be shut down in 2012.

Pepco operates both a strong Environmental Management System and an ongoing monitoring system at the Site to ensure that current practices at the Site do not contribute to the contamination of the Anacostia River. A contractor hired by USEPA to conduct a site inspection in September 2008 stated that the Site is properly managed and that any spills and leaks of hazardous substances are quickly addressed and, if necessary, properly remediated. Pepco also has implemented several storm water Best Management Practices (BMPs) to prevent contribution to the contamination of the Anacostia River. These BMPs include low-impact development, rain gardens, and oil-water separators. Pepco also completed a habitat enhancement project by creating wetlands in 1995 using the intake dredge spoils in the vicinity of a Pepco river water intake (used by the power plant for cooling water makeup) in the Anacostia River.

2.2 Areas and Contaminants of Concern

The Site is one of several properties along the Anacostia River that are suspected sources of contamination in the river. The location of the site in relation to these other properties is shown in **Figure 3.** There have been five instances since 1985 in which materials containing polychlorinated biphenyls (PCBs) were released at the Site. In each case, Pepco promptly cleaned up the releases in accordance with applicable legal requirements. Nonetheless, it is suspected that these releases, and possibly other historical operations or activities at the Site, may have contributed to contamination in the river. In particular, a site inspection conducted for the USEPA in 2008 linked polycyclic aromatic hydrocarbons (PAH), PCBs, and inorganic constituents detected in Anacostia River sediments to potential historical discharges from the Site.

2.3 Regulatory Status

DDOE asked Pepco to assess whether and to what extent the Benning Road facility has contributed to problems in the river. Pepco agreed to perform the assessment, and that agreement is documented in the form of a Consent Decree. The Consent Decree is a judicially approved settlement between DDOE and Pepco that obligates Pepco to conduct an assessment of environmental conditions at the Site and adjacent areas of the Anacostia River. This Consent Decree was signed in January 2011. Pepco and DDOE agreed to revise the Consent Decree to address certain concerns raised in comments received from the public, and they signed a revised Consent Decree in July 2011. The revised Consent Decree contained substantial revisions made in response to comments received from the public. On December 1, 2011, the U.S. District Court for the District of Columbia approved and entered the Consent Decree, which officially commenced the RI/FS project. Copies of the final Consent Decree and the December 1, 2011, court order are attached at **Appendix A**.

3.0 Summary of RI/FS Project Activities

3.1 Objectives and Purpose of the RI/FS Project

The purpose of the RI/FS project is to (a) characterize environmental conditions at the Site and the adjacent segment of the Anacostia River, (b) investigate whether and to what extent past or current conditions at the Site have caused or contributed to contamination of the river, (c) assess current and potential risk to human health and environment posed by conditions in the river, and (d) develop and evaluate potential remedial actions. DDOE will use the results of the RI/FS to determine, with input from the public what, if any, cleanup actions should be undertaken at the Site or adjacent areas of the river.

3.2 Current/Planned Project Activities

Pepco has hired AECOM to perform the RI/FS activities at the Site and adjacent areas of the river as required by the Consent Decree. AECOM has prepared a scope of work and has begun developing the detailed RI/FS work plan.

Once the RI/FS work plan is approved by DDOE (after consideration of public comments), AECOM will perform a Remedial Investigation (RI) to determine whether or not Pepco's historical operations at the Site have contributed to contamination of the sediments of the adjacent portions of the Anacostia River, and whether or not current conditions at the Site present any continuing threat to the river. The RI/FS will have a "landside" component which will focus on the Site itself, and a "waterside" component that will focus on the shoreline and sediments in the segment of the river adjacent to and immediately downstream of the Site. The landside and waterside areas of investigation are depicted in **Figure 2**. The areas of investigation may be adjusted or expanded during the course of the RI as warranted based on the findings of the investigation. The RI activities will be conducted in a phased manner and will include the following elements, at a minimum:

- Review existing data
- Define scope of investigation
- Prepare RI/FS work plans
- Obtain permits
- Collect soil and groundwater samples, and water/sediment residue samples from storm drains at the Site for laboratory analysis
- Investigate hydrogeology and preferential groundwater migration pathways
- Survey river bottom
- Collect sediment and surface water samples in the river for laboratory analysis

- Perform benthic macro-invertebrate surveys and toxicity tests
- Perform exposure assessment and risk analysis
- Prepare Remedial Investigation Report

AECOM will conduct a Feasibility Study (FS) based on the results of the Remedial Investigation. The objectives of the FS are (a) to identify remediation requirements and establish cleanup levels as necessary to eliminate or prevent unacceptable risks to human health and the environment, and (b) to identify, screen and evaluate potential remedial alternatives. The FS will include the following activities:

- Identify remediation requirements and establish remedial objectives
- Develop and screen remedial alternatives
- Perform treatability studies (if necessary)
- Conduct detailed analysis of alternatives
- Prepare Feasibility Study Report

The RI activities are expected to be completed within one year of receiving all approvals and permits, with the FS completed within a few months thereafter.

4.0 Community Involvement Program

4.1 Community Profile

The Benning Road Facility ("Site") is located in Ward 7 in the District of Columbia, within the 20019 zip code. Ward 7 is typified by leafy streets, single-family homes, and above all, parks. It is home to a number of Civil War fort sites that have since been turned into parkland, including Fort Mahan Park, Fort Davis Park, Fort Chaplin Park and Fort Dupont Park, the largest city-owned park in the District. Ward 7 is also home to green spaces such as Kenilworth Aquatic Gardens, Watts Branch Park, Anacostia River Park and Kingman Island.

The neighborhoods of Ward 7 are proud, distinct and numerous. Ward 7 also has an extensive waterfront along the Anacostia River, and riverfront neighborhoods have their own unique identities. River Terrace, Mayfair and Eastland Gardens abut the east side of the river, while Kingman Park sits to the west. The River Terrace, Parkside and Benning neighborhoods are engaged and organized communities.

This area is primarily urban with the Anacostia River bordering the area to the west. The Anacostia Freeway is the main north-south highway and East Capitol Street NE is the main east-west highway. Transportation in the vicinity of the Site takes the form of light rail or motorized vehicles. The Washington Metropolitan Area Transit Authority (WMATA) operates the light rail system in Washington, DC (known as Metrorail). The Minnesota Avenue Metrorail Station is located immediately to the east of the Site. Approximately 19% of the population in the 20019 zip code uses Metrorail to commute to and from work, with an average of 3,274 people using the Minnesota Avenue Station per day. A large percentage of the local residents use automobiles, either singly or in carpools, to commute to and from work.

Minnesota Avenue in the vicinity of the Site is zoned as commercial. In addition, a commercial light manufacturing corridor exists along the Kenilworth Ave/Metrorail tracks. Property along Benning Road is zoned sporadically as commercial. All other surrounding areas are largely residential. Most of the houses in the area were built between 1940 and 1969. The majority of the housing units are either single-family detached or single-family attached units. There are three high schools, 21 public primary/middle schools, and five private primary/middle schools within the boundaries of zip code 20019. Of the schools reported being within the 20019 zip code, four are located within a 0.25-mile radius of the boundary of the Site: Thomas Elementary School, Cesar Chavez Middle and High School, Benning Elementary School, and River Terrace Elementary School (Google Earth).

Based on data compiled by City-Data.com in 2009, approximately 52,793 people live within zip code 20019, with approximately 43.7% male and 56.3% female. The majority (97%) of the population is of African-American descent and as of 2009, 26.1% of the population is below the poverty line (16.2% below 50% of the poverty line). The median age of the residents of this zip code is 34.8 years, and about 61% of the residences are family households.

Ward 7 is represented by Councilmember Yvette Alexander and is home to the Mayor of the District of Columbia, Vincent C. Gray.

4.2 Community Organizations and Advisory Neighborhood Commissions

The following six community organizations have been identified as active in the immediate vicinity of the Site:

- Friends of Kingman Park (west of the Site)
- Parkside Civic Association (northeast of the Site)
- Central Northeast Civic Association (east of the Site)
- River Terrace Community Organization (south of the Site)
- Eastland Gardens Civic Association (northeast of the Site)
- Deanwood Civic Association (east of the Site)

The Site is located within an area formally represented by Advisory Neighborhood Commission ("ANC") 7D. ANCs are elected bodies that consider a wide range of policies and programs, including traffic, parking, recreation, street improvements, liquor licenses, zoning, economic development, police protection, sanitation and trash collection, and the District's annual budget. ANCs present their positions and recommendations on issues to various District government agencies, the Executive Branch, and the Council. They also present testimony to independent agencies, boards, and commissions, usually under their rules of procedure specific to those entities. By law, the ANCs may also present their positions to Federal agencies. In addition to ANC 7D, other ANCs which may have an interest in the RI/FS project are ANCs 5B, 6A, 6C, 7B and 7C.

Additional organizations that have a potential interest in the RI/FS project include the Council of the District of Columbia, and environmental groups such as the Anacostia Watershed Society (AWS) and Anacostia Riverkeeper.

4.3 History of Community Involvement

Pepco has a longstanding history of community outreach and engagement. The Government Affairs and Public Policy Division, and the Speakers Bureau within Pepco's organization are instrumental in facilitating this engagement with our valued customers.

Over the past year, Pepco personnel have attended meetings and given presentations regarding the planned RI/FS activities to civic associations and environmental groups. Pepco has been in contact with the surrounding community over a longer period on other issues (e.g., transmission and distribution system modifications) not related to the RI/FS project.

4.4 Community Concerns

Based on its past community outreach and involvement, Pepco has identified key community concerns regarding the RI/FS project. These key concerns are summarized below. The community groups that expressed these concerns are identified within parentheses.

- Heath concerns: The discovery of PAHs and PCBs in the Anacostia River has raised community health concerns relating to potential exposure to these contaminants (DC Environmental Health Collaborative, Friends of Kingman Park, River Terrace, and Parkside Civic Association residents)
- Redevelopment of Benning Property: Community has concerns about potential residual contamination from historical releases on Benning property, in case the property is to be redeveloped (River Terrace Civic Association)
- Keeping public informed: Keeping public informed and up to date on the RI/FS project and findings (Anacostia Watershed Society, Anacostia Riverkeeper, River Terrace Community, Parkside Civic Association, and ANC Commissioners)
- Community involvement: Provide adequate opportunities for community involvement throughout the RI/FS project (Civic Associations, environmental groups, and others)
- Pepco's commitment: Community has concerns regarding Pepco's commitment to completing the RI/FS and cleanup activities (Civic Associations, Anacostia Watershed Society, and Anacostia Riverkeeper)

4.5 Community Involvement Plan Action Elements

To address the issues previously identified as important to the community, Pepco, in coordination with DDOE, will implement the community involvement activities described below.

Issue 1: **Health concerns from potential exposure to contaminants in the Anacostia River.**

Activity 1A: **Conduct a Health Risk Analysis as part of the Remedial Investigation.**

Objective: To quantify health risks arising from potential exposure to contaminants in the Anacostia River sediments and surface water.

Method: The health risk analysis is a major component of the RI. Pepco's consultants will perform the health risk analysis using data to be collected during the RI field activities in accordance with the USEPA guidance. The findings of the health risk analysis will be documented in the RI Report and will be made available to the public for comment prior to approval by DDOE.

Timing: The Draft RI Report is expected to be available approximately one year after receipt of all approvals and permits for the RI field activities, barring any complications with the field work and regulatory review.

Issue 2: **Concerns regarding potential residual contaminants, if the Benning property is to be re-developed.**

Activity 2A: **Develop a Fact Sheet on closing the Benning Power Plant.**

Objective: To inform the community of Pepco's plans to close the Benning Road Power Plant, provide information on closure process, and future plans.

Method: Operations at the Benning Road power plant will cease by the end of May 2012 and the facility will be cleaned, secured, and maintained in a state of indefinite closure. There are no plans to redevelop the power plant portion of the Site. The Site will continue to be actively used as a service center to support Pepco's electric transmission and distribution system. This information is explained in a fact sheet titled "Closing of the Benning Power Plant Fact Sheet" (**Appendix B**) that was previously distributed at public meetings that Pepco attended. This Fact Sheet also will be made available on Pepco's RI/FS project website.

Timing: This Fact Sheet will be updated from time to time as appropriate.

Issue 3: **Keeping the public informed and up to date.**

Activity 3A: **Designate a Pepco Community Involvement Coordinator (CIC).**

Objective: To provide a primary liaison between the community and Pepco, and to ensure prompt, accurate, and consistent responses and information dissemination about the Site.

Method: Ms. Donna Cooper will serve as Pepco's CIC for the Benning Road Site to handle inquiries and serve as a point of contact for community members. Ms. Cooper's telephone number is 202-872-2477.

Timing: This activity has been completed.

Activity 3B: **Develop and maintain a project mailing list for interested residents in the communities adjacent to the Site and other stakeholders and interested parties.**

Objective: To facilitate the distribution of communications about the Site to everyone who needs or wants to be kept informed about the Site.

Method: Pepco will create a project mailing list that includes names and addresses (postal and/or email) of persons residing in the communities adjacent to the Site. The mailing list will be developed based on the results of an initial mailing to every residence within the area outlined in red in the aerial photograph attached as **Figure 4***. The initial mailing will include a postage paid post card which an interested person can return to Pepco with an expression of interest to be on the project mailing list in order to receive postal or email communications about the Site. Persons returning the post card will be added to the project mailing list. The project mailing will also include persons who have otherwise indicated an interest in being kept informed about the RI/FS project. In addition, the RI/FS project website (described below) will invite interested persons to sign up to receive email communications. Interested

* DDOE approved an initial mailing area outlined in red in the aerial photograph attached as Figure 4. Pepco and DDOE later agreed to expand the initial mailing area to the west of the Benning Road Facility to include the addresses of persons residing between 19th and 21st Streets, NE, as identified by the light green shaded area outlined in red on Figure 4. The initial mailing area was expanded in response to requests from the CAG members during the September 15, 2012 public meeting.

persons also will be invited to sign up for email communications at public meetings. Pepco will use this project mailing list to distribute meeting notices, fact sheets and other information about the project.

Timing: Pepco has begun working on this project mailing list. The initial mailing soliciting interest from neighboring residents will be sent within 30 days after DDOE approval of the CIP. The project mailing list will be updated as needed.

Activity 3C: Create a dedicated internet website to provide RI/FS Project information.

Objective: To provide easily accessible and up to date information about the RI/FS project.

Method: Pepco has created a dedicated internet website for the RI/FS project with links to and from Pepco's existing website (http://www.pepco.com). The website will contain project and schedule updates, responses to frequently asked questions (FAQs), Fact Sheets, key RI/FS documents, other educational materials, and points of contact for additional information.

Timing: The project website, www.benningservicecenter.com, was launched in April 2012. The project website will be periodically updated to reflect RI/FS project developments.

Activity 3D: Compile database of email addresses for interested persons.

Objective: To facilitate timely, cost effective and environmentally friendly distribution of RI/FS project information by use of electronic mail.

Method: As described in Activity 3B, the project mailing list will include email addresses as provided by interested persons. Project communications will be sent by email (rather than postal mail) to those persons who have provided email addresses.

Timing: Concurrent with the development of the project mailing list.

Activity 3E: Prepare and distribute RI/FS project fact sheet.

Objective: To provide citizens with current, accurate, easy-to-read, easy-to-understand information about the RI/FS project.

Method: Fact sheets will be mailed (or emailed) to all parties on the project mailing list. In addition, copies will be made available on the project website. Pepco has prepared a Fact Sheet titled "Pepco's Benning Road Facility Fact Sheet". A copy of the current Benning Road Facility Fact Sheet is included in **Appendix B** of this document. Pepco will add some basic FAQs to the Fact Sheet in future updates.

Timing: The Fact Sheet will be updated periodically to reflect project developments and mailed (or emailed) to persons on the project mailing list and posted to the project website.

Activity 3F: Prepare Responses to Frequently Asked Questions to address community questions.

Objective: To provide answers to frequently asked questions (FAQs) and educate the community on the Benning Road RI/FS project.

Method: Pepco is in the process of preparing educational materials and answers to FAQs. Pepco plans to make these materials available on the RI/FS project website.

Timing: Pepco plans to have the initial FAQs available on the project website within 60 days after DDOE approval of the CIP. These FAQ's will be updated as the project progresses.

Activity 3G: Support DDOE to maintain the Administrative Record.

Objective: To support DDOE's efforts in making the principal RI/FS documents available to the public.

Method: Pepco will submit documents to DDOE as required for the RI/FS in the format and in the number of copies requested by DDOE. These documents will be made available to the public by DDOE at its offices located at 1200 First Street, NE, 6th Floor, Washington, DC 20002.

Timing: The Administrative Record was opened upon the court's entry of the Consent Decree on December 1, 2011, and will remain open until the RI/FS project is completed.

Activity 3H: Provide communications in Spanish.

Objective: To ensure that persons whose sole or principal language is Spanish have access to information about the RI/FS project.

Method: Pepco will prepare Spanish language versions of Fact Sheets, meeting notices and agendas, and FAQs. In the event that the CAG facilitator or DDOE is made aware of a significant number of interested persons who do not read English or Spanish, Pepco will consider requests to translate RI/FS project communications into another language.

Timing: Concurrent with the preparation of the English language versions.

Issue 4: Provide adequate and meaningful opportunities for community involvement.

Activity 4A: Hold public meetings.

Objective: To update the community on RI/FS project developments and address community questions, concerns, ideas and comments. Pepco and DDOE believe that providing a meaningful opportunity for public involvement is an important aspect of the project, and the parties hope to establish a rapport with the community. Pepco will also be able to demonstrate to the community its commitment to a clean environment and to the community.

Method: Pepco, in coordination with DDOE, will conduct public meetings to report on the draft RI/FS workplan, draft RI report and draft FS report. The Project Manager, Community Involvement Coordinator, and other appropriate Pepco staff will attend, along with appropriate DDOE officials. Meeting notices will be mailed (or emailed) to all parties on the project mailing list at least two weeks prior to the scheduled meeting date and posted to the project website. Meeting notices will include an agenda. Members of the public will be provided an opportunity to ask questions about the RI/FS project at each meeting.

Timing: Pepco will hold public meetings at the beginning of the public comment period on the drafts of the RI/FS workplan, RI report and FS report.

Activity 4B: Encourage formation of a Community Advisory Group (CAG).

Objective: To provide citizens with a meaningful way to become actively involved in the RI/FS project, and to communicate their concerns and expectations to Pepco and DDOE.

Method: Pepco and DDOE will organize and convene the formation of a CAG. The CAG will be a broad based representative group made up of persons representing the variety of community interests and viewpoints. Pepco will be represented at the meetings but will not be a member

to ensure the group is autonomous and independent. Pepco and DDOE will attend the CAG's meetings, provide regular updates and will respond to community questions and concerns. Pepco and DDOE will engage an experienced group facilitator to assist the CAG in accomplishing its goals and expanding its outreach. In addition, Pepco will support the CAG's activities by providing assistance in scheduling meeting rooms and informing interested persons about CAG meetings and activities.

Timing: Pepco and or DDOE will respond to requests from the CAG in a timely fashion during the implementation of the RI/FS project.

Activity 4C: Arrange facility tours for CAG.

Objective: To provide the CAG an opportunity to tour the facility to understand the day-to-day activities and environmental controls at the facility.

Method: Pepco will establish a mechanism (either on the RI/FS project website or during CAG meetings) whereby the CAG can sign up for a guided tour of the Benning Road facility. The tour will be conducted by shuttle bus and participants will not be permitted to walk around the facility due to safety concerns. However, participants will be able to ask questions and direct the tour to areas of interest regarding the RI/FS.

Timing: A tour schedule will be developed upon the formation of the CAG.

Activity 4D: Make informal visits to community.

Objective: To keep community members informed about the project, while helping Pepco understand community-specific concerns through one-on-one meetings.

Method: Pepco will establish a presence in the community through informal, often unscheduled visits to talk spontaneously with local residents and civic associations. During informal visits to the community, Pepco will seek to determine if community members are aware of the RI/FS project and the mechanism(s) through which they learned about the RI/FS project, community perception of the RI/FS project, and the most effective means for informing the community about the RI/FS project.

Timing: Periodically during the RI/FS project.

Activity 4E: Assist DDOE in responding to public comments.

Objective: To assist DDOE in considering and addressing public comments on principal RI/FS project documents.

Method: In accordance with the requirements of the December 1, 2011, court order entering the Consent Decree, DDOE will provide members of the public with the opportunity to review and comment on the following deliverables for at least 30 days prior to final approval by DDOE: (a) Scope of Work ; (b) Community Involvement Plan; (c) RI/FS Work Plan; (d) Conceptual Site Model; (e) Field Sampling Plan; (f) Quality Assurance Project Plan; (g) Health and Safety Plan; (h) Remedial Investigation Report, and (i) Feasibility Study Report. As requested by DDOE, Pepco will assist DDOE in providing responses to public comments, including any proposed revisions to the documents under review.

Timing: In accordance with the schedule for public comments.

Activity 4F: Evaluate Supplemental Outreach Efforts.

Objective: In response to the public comments received on the Draft Community Involvement Plan, Pepco, along with DDOE, will consider potential additional community outreach efforts to supplement the activities described above as necessary to ensure that interested persons are adequately informed about and have an adequate opportunity to provide input regarding the RI/FS project.

Method: Pepco will coordinate with DDOE and the CAG to evaluate the need for and feasibility of supplemental outreach activities, and will implement such activities as warranted.

Timing: Promptly after formation of the CAG.

Issue 5: Pepco's Commitment to Completing the RI/FS Project and Cleanup.

Activity 5A: Execution and entry of Consent Decree.

Objective: To establish a legal mechanism and path forward for the RI/FS project.

Method: Pepco's agreement to conduct the RI/FS for the Benning Road Facility is documented in a court-approved Consent Decree with DDOE.

Timing: Pepco and DDOE signed a revised Consent Decree in July 2011, and the Consent Decree was entered by the court on December 1, 2011.

Activity 5B: Allocate sufficient funds to implement RI/FS Project and remediation as needed.

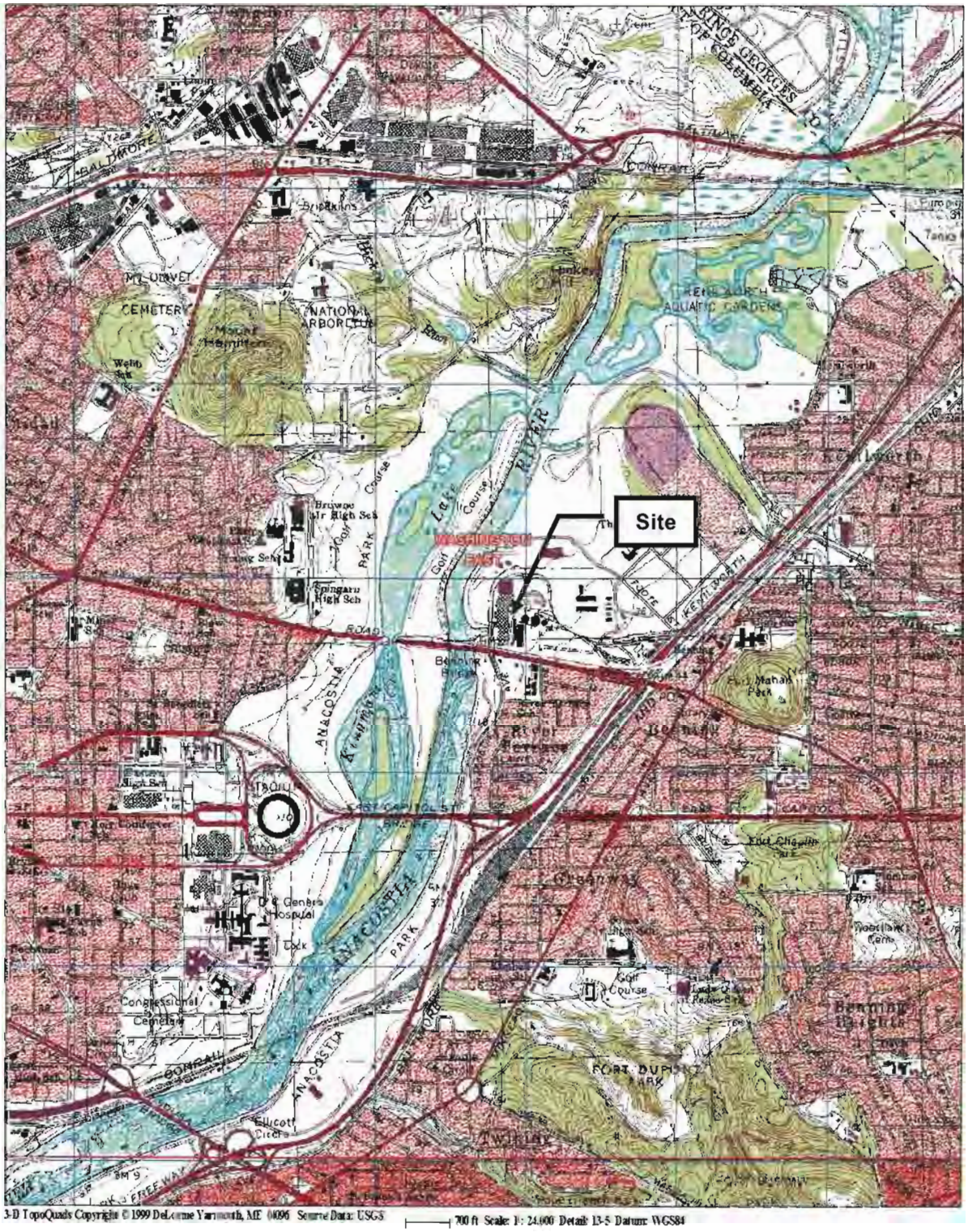
Objective: To ensure sufficient funds are available to implement the RI/FS project and conduct remediation as needed in a timely fashion.

Method: The necessary funds will be accrued through Pepco's corporate allocation procedures. In addition, Pepco has demonstrated financial responsibility in the amount of $1.1 million to cover the projected cost of the RI/FS.

Timing: Pepco has accrued sufficient funds based on current cost projections for the RI/FS. Pepco will review these accruals periodically and will increase them if necessary. The Consent Decree requires Pepco to demonstrate financial responsibility to DDOE by January 1, 2012. On December 22, 2011, Pepco submitted documentation to DDOE demonstrating financial responsibility.

4.6 Time Frame Summary for Community Involvement Activities

ACTIVITY		TIME FRAME
Issue 1: Health concerns from potential exposure to contaminants in the Anacostia River.		
1A	Conduct a health risk analysis as part of the Remedial Investigation (RI).	Draft RI Report expected within one year of receipt of all regulatory approvals/permits.
Issue 2: Concerns regarding potential residual contaminants, if the Benning property is to be re-developed.		
2A	Develop a Fact Sheet on closing of the Benning Power Plant.	Completed, update as needed.
Issue 3: Keeping the public informed and up to date.		
3A	Designate a Pepco Community Involvement Coordinator (CIC).	Completed (Ms. Donna Cooper).
3B	Develop and maintain a project mailing list for interested residents in the communities adjacent to the Site and other stakeholders and interested parties.	Ongoing, update as needed.
3C	Create a dedicated Internet website to provide RI/FS project information.	Website launched April 2012; update as needed.
3D	Compile database of email addresses for interested persons.	Concurrent with development of RI/FS project mailing list, update as needed.
3E	Prepare and distribute RI/FS project fact sheet.	Fact sheet completed, update as needed.
3F	Prepare responses to Frequently Asked Questions to address community questions.	Will be available on project website, update as needed.
3G	Support DDOE to maintain the Administrative Record.	Administrative Record was opened upon the court's entry of the Consent Decree on December 1, 2011, and will remain open for the duration of the RI/FS project.
3H	Provide Communications in Spanish.	Concurrent with the preparation of the English language versions.
Issue 4: Provide adequate and meaningful opportunities for community involvement.		
4A	Hold public meetings.	On the draft RI/FS work plan, draft RI report and draft FS report.
4B	Encourage formation of a Community Advisory Group (CAG)	Being organized and convened by DDOE and Pepco
4C	Arrange facility tours for CAG.	Tour schedule to be developed upon formation of CAG.
4D	Make informal visits to community.	Periodically during RI/FS project.
4E	Assist DDOE in responding to public comments.	In accordance with schedule for public comments.
4F	Evaluate supplemental outreach efforts.	Promptly after formation of the CAG.
Issue 5: Pepco's commitment to completing the RI/FS Project and Cleanup.		
5A	Execution and entry of Consent Decree.	Completed. Consent Decree entered by the court on December 1, 2011.
5B	Allocate sufficient funds to implement RI/FS project and remediation as needed.	Allocated sufficient funds and will increase funding as needed. Financial responsibility for RI/FS project demonstrated to DDOE on December 22, 2011.



3-D TopoQuads Copyright © 1999 DeLorme Yarmouth, ME 04096 Source Data: USGS

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SITE LOCATION MAP

Pepco Benning Road Facility
3400 Benning Road, NE
Washington, DC

June 2011

Job No. 60189104

FIGURE 1

SCALE: 1:24.000

Source: DeLorme 3-D TopoQuads© (1999)

0 100 200 400
SCALE IN FEET

LEGEND
EXPANDED WATERSIDE INVESTIGATION AREA
INVESTIGATION AREA PER SCOPE OF WORK OUTLINE
BENNING ROAD FACILITY PROPERTY BOUNDARY
PROPERTY BOUNDARY

AECOM

PEPCO - BENNING FACILITY 3400 BENNING ROAD, NE WASHINGTON, DC 20019	**Site Plan and Investigation Areas**
DATE: 04/10/2012 DRAWN: LAD	FIGURE 2

AECOM

0 500 1000 2000
SCALE IN FEET

Benning Road Facility
3400 Benning Rd., NE
Washington, DC 20019

Site Vicinity Map

DATE: 06/13/2012 | DRAWN BY: LAD | CHECKED BY: RG

FIGURE 3

AECOM

8320 Guilford Road, Suite L, Columbia, Maryland 21046
Phone: 240-565-6501 Fax: 410-884-92714 www.aecom.com

Pepco Benning Road

Figure 4
Initial and Expanded Mailing Areas
February 2013

pepco

A PHI Company

Appendix A

Consent Decree and December 1, 2011, Court Order

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

DISTRICT OF COLUMBIA, Plaintiff, v. POTOMAC ELECTRIC POWER COMPANY, *et al.*, Defendants.	Civil Action No. 11-00282 (BAH)

ORDER

Upon consideration of the Motion to Intervene, or in the Alternative for Leave to Participate as *Amici Curiae*, ECF No. 2, and the Motion to Enter Consent Decree, ECF No. 24, the memoranda filed in support of and in opposition to the motions, the arguments presented at a motions hearing held on November 22, 2011, and the applicable law, it is hereby **ORDERED**, for the reasons stated in the accompanying Memorandum Opinion, that:

1. The Motion to Intervene is DENIED, but the proposed intervenors are granted leave to participate as amici curiae.

2. The Motion to Enter the Consent Decree is GRANTED and the Consent Decree is hereby entered, subject to the following conditions:

a. As part of the parties' obligations under Paragraphs 37 and 38 of the Consent Decree, the District of Columbia ("District") will make a draft of each of the following documents required pursuant to Paragraph 8 of the Consent Decree available for public review for a period of at least 30 days prior to granting approval of the document, and shall give due consideration to any comments received from the public during such 30-day period: (i) the Statement of Work; (ii) the Remedial Investigation and Feasibility Study (RI/FS) Work Plan; (iii) the Health and Safety Plan; (iv) the Field Sampling Plan; (v) the Quality Assurance Project Plan; (vi) the Conceptual Site Model; (vii) the Community Involvement Plan; (viii) the Remedial Investigation Report; and (ix) the Feasibility Study Report.

b. As part of the parties' obligations under Paragraphs 37 and 38 of the Consent Decree, the District will timely make available to the public final versions of all documents approved by the District pursuant to Paragraph 8 of the Consent Decree.

c. The parties shall submit a written status report to the Court not later than May 24, 2013 regarding the progress in implementing the requirements of the Consent Decree and any related plans for remediation of environmental contamination. If the RI/FS required by the Consent Decree has not been completed by May 24, 2013, the status report shall provide an explanation and a showing of good cause for why the RI/FS has not been completed and shall explain in detail how the parties expect to complete the RI/FS expeditiously.

SO ORDERED.

DATED: December 1, 2011

/s/ Beryl A. Howell
BERYL A. HOWELL
United States District Judge

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

DISTRICT OF COLUMBIA a municipal corporation 1200 First St., N.E., 5th Floor Washington, DC 20002 Plaintiff,	)	Civil Action No.
v.	)	
Potomac Electric Power Company 701 Ninth Street, N.W. Washington, D.C. 20068	)	
Pepco Energy Services, Inc. 1300 North 17th Street Suite 1600 Arlington, VA 22209 Defendant.	)	

CONSENT DECREE

WHEREAS, Plaintiff, the District of Columbia, on behalf of the District Department of the Environment (collectively, the "District"), has filed a Complaint in this action against Defendants, Pepco Energy Services, Inc., and Potomac Electric Power Company (collectively, "Pepco" or "Defendant"), alleging liability under the Resource Conservation and Recovery Act ("RCRA"), and under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), and under Section 401(a)(2) of the District of Columbia Brownfield Revitalization Act of 2000 ("DCBRA")(collectively "the Acts");

WHEREAS, the District in its complaint has entered a plea for relief under RCRA's citizen suit provision (RCRA § 7002(a)(1)(B); 42 U.S.C. § 6972(a)(1)(B)) for abatement of conditions that may present an imminent and substantial endangerment to health and the environment, as well as a plea for cost recovery under 42 U.S.C. § 9607, and D.C. Official Code §§ 8-631 *et seq.*;

WHEREAS, the District in its complaint seeks a declaration of liability under the Acts for costs to be incurred by the District for response actions and oversight undertaken to address the

potential release and/or threat of release of solid wastes at or from Pepco's facility, located at 3400 Benning Road, N.E., Washington, D.C. 20019 (the "Facility").

WHEREAS, the Complaint alleges that conditions resulting from Pepco's generation, management and disposal of hazardous substances at the Facility may present an imminent and substantial endangerment to health and the environment, and Pepco, as the "generator", is liable for the costs of abating such conditions;

WHEREAS, the Complaint alleges that between 1985 and 2003 there have been six (6) documented releases of polychlorinated biphenyls ("PCBs") (hereinafter collectively referred to as the "1985-2003 PCB releases") into the environment at the Facility, and although Pepco conducted remedial actions in response to each of these releases in accordance with applicable legal requirements, because of the Facility's proximate location to the Anacostia River, the PCBs that have been released at the Facility over time may have migrated from the property into the sediment of the adjacent Anacostia River via the storm water system, overland flow or groundwater discharge;

WHEREAS, PCBs are a solid waste, and once released into the environment do not readily break down and therefore may remain for long periods of time cycling between air, water, and soil. PCBs can also be taken up into the bodies of small organisms and fish. As a result, people who ingest fish may be exposed to PCBs that have bioaccumulated in the fish they are ingesting. PCBs have been demonstrated to cause a variety of adverse health effects, including cancer;

WHEREAS, EPA Region 3's reported Biological Technical Assistance Groups (BTAG) levels for Aroclor-1254 and Aroclor-1260 is 59.8 μg/kg. The lowest values of PCBs found in the Anacostia sediment were reported in samples immediately upstream from the Facility. The maximum concentration reported was 1,700 μg/kg of Aroclor-1260, detected from a sediment sample collected in an inlet located along the Anacostia River where two or more storm water outfalls discharge, one of which receives storm water drainage from the Facility. The second highest concentration of PCBs (Aroclor-1254 of 1,000 μg/kg and Aroclor-1260 of 1,100 μg/kg) were detected directly downstream of these outfalls;

WHEREAS, the Complaint alleges that discharge of these contaminants into the Anacostia has contributed to conditions which pose an imminent and substantial endangerment to aquatic life in the Anacostia River, and to human health;

WHEREAS, Pepco denies any liability to the District and, by entering into this Consent Decree, does not admit any statements of fact or conclusions of law set forth herein or in the Complaint, but agrees to comply in all respects with this Consent Decree, and agrees not to contest any facts or conclusions of law set forth herein in any action by the District to enforce this Consent Decree;

WHEREAS, this Consent Decree constitutes a settlement of disputed claims of the District, and the District and Pepco (each a "Party" and collectively, the "Parties"), without the necessity of trial or adjudication of any issues of fact or law, consent to the entry of this Consent Decree and agree to be bound hereby;

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite appropriate response actions for the Facility and Anacostia River and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, without any adjudication of any issue of fact or law and upon consent and agreement of the Parties to this Consent Decree, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. **Parties Bound**. The Parties agree that each and all of the provisions of this Consent Decree, and any and all exhibits or other documents referenced and incorporated herein, shall apply to and be binding upon the District and Pepco and their successors and assigns.

2. **Statement of Purpose.** In entering into this Consent Decree, the objectives of the District and the Respondents are: (a) to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Facility, by obligating Pepco to conduct a remedial investigation; (b) to identify and evaluate alternatives for remedial action (if any) to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Facility, by obligating Pepco to conduct a feasibility study; and (c) to obligate Pepco to reimburse the District for oversight costs incurred with respect to the work performed by Pepco pursuant to this Consent Decree.

3. **Sale or Transfer of Benning Road Facility.** In the event that Pepco, at any time prior to termination of this Consent Decree pursuant to Paragraph 17 ("Termination"), sells, transfers, or assigns any interest in the real property where the Benning Road Facility is located, or any portion thereof, Pepco shall advise the purchaser(s), transferee(s), or assignee(s) prior to such transaction, in writing, of the existence of this Consent Decree and simultaneously provide them a copy of the Consent Decree. Within 30 days after the completion of the transaction, Pepco shall provide, in writing, to the District's legal representative, at the address provided in Paragraph 21 ("Notice"), the date of the transaction and the name(s) and address(es) of such purchaser(s), transferee(s) or assignee(s). No sale, transfer, assignment, change in ownership, corporate or partnership status, transfer of assets by or relating to the Benning Road Facility (or any portion thereof) or Pepco, or other transaction of any nature will in any way cancel, reduce, waive, modify, lessen, transfer, assign, novate, or alter Pepco's obligations under this Consent Decree in any manner whatsoever.

4. **Financial Assurance.** Within 30 days after the entry of this Consent Decree, Pepco shall demonstrate financial responsibility in the amount of $1,100,000 for the performance of its obligations hereunder by means of any single mechanism or combination of mechanisms listed in 20 DCMR 6703 through 6711.

5. **Jurisdiction**. This Court has subject matter jurisdiction over this Action pursuant to RCRA § 7002(a)(2); 42 U.S.C. § 6972(a)(2), as well as CERCLA § 107; 42 U.S.C. §§ 9607, 28 U.S.C. §§ 1331 and 1367, and other applicable law. This Court also has personal jurisdiction over Defendant. Solely for purposes of this Consent Decree and the underlying Complaint, including any further action to enforce the terms of this Consent Decree, Pepco waives any and all objections and defenses it might have as to venue and jurisdiction and, without admitting or denying the factual allegations contained in the Complaint or in this Consent Decree, fully consents to the terms of this Consent Decree, and to its entry, and to enforcement of this Consent Decree by this Court.

6. **Waiver of Hearing.** Except as otherwise provided in Paragraph 35 below, Pepco hereby waives its right to a judicial or administrative hearing with respect to, and to any appeal of, any and all issues of law and/or fact set forth in the Complaint or in this Consent Decree. Pepco, after consultation with legal counsel of its choice, voluntarily consents to the entry of this Consent Decree and agrees and consents to all the terms and conditions hereof.

7. **Oversight Costs.** Pepco will reimburse the District for its costs to oversee the Work (as defined below) (including but not limited to legal fees, and the cost of maintaining the administrative record, as provided in Paragraph 38 herein) and/or any actions taken by the District to oversee, administer, implement, and/or enforce this Consent Decree ("Oversight Costs") pursuant to the following terms and conditions contained within this Paragraph. Payments for Oversight Costs from Pepco to the District shall be made for every Twelve Month Period. The term "Twelve Month Period" shall mean a period of twelve consecutive calendar months; the first Twelve Month Period shall commence upon the entry of this Consent Decree and end twelve months thereafter, and each subsequent Twelve Month Period shall immediately follow, without gap, the prior Twelve Month Period. Each such payment for Oversight Costs is due and shall be paid in full by Pepco to the District no later than sixty (60) calendar days after a bill for the same is provided to Pepco by the District. The District will send such bills to Pepco annually after the close of each Twelve Month Period. Pepco's method of payment shall be by check or money order, payable to the D.C. Treasurer, to the attention of the District Department of the Environment or as the District may otherwise direct in writing. Pepco shall be liable for interest on any amounts outstanding more than 60 days after Pepco's receipt of the District's annual bill for Oversight Costs.

8. **Performance of Work by Pepco.**

a. In addition to and not in lieu of payment in full of the District's Oversight Costs, and in addition to and not in lieu of each and all of the other requirements of this Consent Decree, Pepco agrees to and shall expeditiously submit work plans to DDOE for review and approval to undertake, fulfill, fund, implement, and complete each and all of the activities or obligations listed in this Paragraph 8 ("Work"). All Work performed pursuant to this Consent Decree shall be completed expeditiously.

b. All Work performed under this Consent Decree shall be under the direction and supervision of qualified personnel. Pepco shall submit to the District in writing the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants, and laboratories to be used in carrying out such Work, for the District's approval. Pepco shall notify the District, 5 business days in advance, of any Work that will involve Pepco or any personnel acting at its direction or on its behalf, to come onto any property owned, leased, or otherwise occupied or controlled by the District. The District may have representatives present when the

Work is being done. Pepco will give the District a copy of any report prepared by or on Pepco's behalf describing the process used for any sampling or testing, and the results of any sampling or testing done as part of the Work.

c. Pepco shall conduct a remedial investigation and feasibility study ("RI/FS") for the Facility as described in the Scope of Work Outline attached hereto as Exhibit A and in accordance with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP"), applicable EPA guidance documents, and applicable District law and regulations. The RI/FS shall form the basis for the District's selection of a remedial action for the Facility, and for the Anacostia River sediment associated with the Facility, and shall be undertaken pursuant to the requirements set forth in the Statement of Work ("SOW") outline and Paragraph 8(c)(i) through 8(c)(vi). The RI/FS shall be conducted in such a manner as to provide enough information to conduct the Preassessment Screening ("PAS"), which will be required to initiate a formal Natural Resource Damage Assessment ("NRDA"), including:

- Documenting whether releases of hazardous substances have occurred.
- Documenting whether natural resources have been or are likely to have been adversely affected by the discharge or release of hazardous substances.
- Documenting whether the quantity and concentration of the released hazardous substances are sufficient to potentially cause injury to natural resources.
- Documenting whether data sufficient to pursue an assessment is readily available or likely to be obtained at a reasonable cost.
- Documenting a preliminary assessment of whether the response actions evaluated as part of the RI/FS would remedy any injury to natural resources without further action.

i. Within 60 days after entry of this Consent Decree by the Court, Pepco shall submit to DDOE a draft SOW for conducting the RI/FS in accordance with the NCP, applicable CERCLA guidance documents, and applicable District law and regulations. The SOW shall address plans for (i) Work Plan (WP) (ii) Health and Safety Plan (HSP), (iii) Field Sampling Plan (FSP), (iv) Quality Assurance Project Plan (QAPP), (v) Conceptual Site Model (CSM), and (vi) Community Involvement Plan (CIP). Upon its approval by DDOE, the RI/FS SOW shall be incorporated into and be enforceable under this Consent Decree.

ii. Within 90 days after DDOE's approval of the final SOW Pepco shall submit to DDOE a draft WP, HSP, FSP, QAPP, CSM, and CIP. The WP shall include a proposed schedule for performance of the Work.

iii. Within 30 days of DDOE's approval of the final WP, HSP, FSP, QAPP, CSM and CIP, Pepco shall initiate the remedial investigation field work according to the schedules provided in the Work Plan.

iv. Within 120 days of the completion of the field work, Pepco shall submit a draft RI Report to DDOE.

v. Within 120 days of DDOE's approval of the final treatability study report, if required, or within 180 days of completion of the field work described in the RI/FS Work Plan, if no treatability study is required, Pepco shall submit to DDOE a draft FS Report.

vi. The District may modify the foregoing schedule to extend any of the specified deadlines for good cause shown by Pepco, or in the District's sole discretion.

d. Each and all of the above obligations are sometimes collectively referred to herein as the "Paragraph 8 Requirements." Upon written approval by DDOE of the project schedule contained in the WP, such DDOE approved schedule (the "Paragraph 8 Schedule") shall be incorporated into and become a binding part of this Consent Decree and subject to all of its terms and conditions (including but not limited to the terms and conditions applicable to stipulated penalties in Paragraph 9 hereof). Thereafter, the Paragraph 8 Schedule shall be updated, as necessary, by Pepco on a quarterly basis (i.e., once per quarter) or as DDOE may otherwise direct in writing and, upon such updated schedule being approved in writing by DDOE, the updated schedule shall replace the prior Paragraph 8 Schedule and shall be deemed a binding part of this Consent Decree and subject to all of its terms and conditions (including but not limited to the terms and conditions applicable to stipulated penalties in Paragraph 9 hereof).

e. All plans, reports, and other deliverables submitted to the District under this Consent Decree shall, upon approval or modification by the District, be incorporated into and enforceable under this Consent Decree. In the event the District approves or modifies a

portion of a plan, report, or other deliverable submitted to the District under this Consent Decree, the approved or modified portion shall be incorporated into and enforceable under this Consent Decree.

9. **Stipulated Penalties.**

a. In the event that Pepco does not timely comply with, fulfill or complete any of the terms, conditions, requirements, or provisions of this Consent Decree, or any provisions incorporated herein, including but not limited to compliance with the Paragraph 8 Schedule, (and unless such noncompliance is the result of Force Majeure under Paragraph 10) Pepco shall additionally be liable to the District for stipulated penalties in the following amounts for each calendar day of each and every violation, until each such violation is cured or ceases: $1,000 for each calendar day up to and including the seventh (7th) calendar day of such failure; $5,000 for each additional calendar day of such failure up to and including the fourteenth (14th) calendar day thereof, and $7,500 for each calendar day thereafter.

b. Stipulated penalties shall begin to accrue on the calendar day after performance is due, and shall continue to accrue through the final calendar day of the completion of the activity or until the violation is otherwise fully cured or ceases, whichever is later.

c. Pepco shall pay stipulated penalties not more than thirty (30) calendar days after receipt of written demand by the District for such penalties. Method of payment shall be by check or money order, payable to the D.C. Treasurer, to the attention of the District Department of the Environment or in such other manner as indicated by the District in writing.

10. **Force Majeure.**

a. Pepco agrees to perform all requirements of this Consent Decree within the time limits established herein unless the performance is delayed by Force Majeure. For purposes of this Consent Decree, "Force Majeure" is defined as any event arising from causes beyond the control of Pepco or any entity controlled by Pepco (including but not limited to its contractors and subcontractors) which delays or prevents performance of any obligation hereunder despite Pepco's best efforts to fulfill the obligation.

b. If any event occurs which causes or may cause a delay or impediment to performance in complying with any provision of this Consent Decree, Pepco shall (a) notify DDOE orally or by electronic mail as soon as practicable, and (b) provide a formal written notice no later than seven (7) business days after the time Pepco first knew of the event or should have

known of the event by the exercise of due diligence. Pepco's formal written notice shall specifically reference this Paragraph 10 of this Consent Decree and describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by Pepco to prevent or minimize the delay, the schedule by which those measures shall be implemented, and the reasons Pepco attributes the delay to a Force Majeure Event (if Pepco does so). Pepco shall take all reasonable measures to avoid or minimize such delays. The formal written notice required by this Paragraph shall be effective upon the mailing of the same by overnight mail or by certified mail, return receipt requested, to DDOE as specified in Paragraph 21 (Notice).

c. Failure by Pepco to comply with the notice requirements specified in Paragraph 10.b above shall preclude Pepco from asserting any claims of Force Majeure with respect to the particular event involved, unless notice, although delinquent, is provided in sufficient time to allow DDOE to verify the cause and nature of the event in question.

d. DDOE will notify Pepco in writing regarding DDOE's position regarding Pepco's claim of a delay or impediment to performance as promptly as possible but no later than fifteen (15) calendar days of receipt of the written Force Majeure notice provided under Paragraph 10.b.

e. If DDOE agrees that the delay or impediment to performance has been or will be caused by a Force Majeure Event, the Parties shall stipulate in writing to an extension of the required deadline(s) for all requirement(s) affected by the Force Majeure Event for a period equivalent to the delay actually caused by the Force Majeure Event. Such stipulation shall constitute a modification to the Paragraph 8 Schedule pursuant to the last clause of the second sentence of Paragraph 14 (Modification). Pepco shall not be liable for stipulated penalties for the period of any such extension.

f. If DDOE does not accept Pepco's claim of Force Majeure, subject to Pepco's right to invoke the dispute resolution procedures in Paragraphs 34 and 35 below, stipulated penalties will accrue as provided in Paragraph 9 (Stipulated Penalties).

g. Pepco shall also bear the burden of proving the duration and extent of any delay(s) attributable to such Force Majeure Event. Any extension of one compliance date based on a particular Force Majeure Event may, but shall not necessarily, result in an extension of a subsequent compliance date or dates.

11. **No Relief From Compliance.** This Consent Decree does not and shall not relieve Pepco of any of its obligations to comply with all applicable Laws; nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, approval or other requirement of any nature. All activities undertaken by Pepco pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and District laws and regulations. Pepco must also comply with all applicable or relevant and appropriate requirements of all federal and District environmental laws and common law. Additionally, except for matters specifically addressed in this Consent Decree, nothing in this Consent Decree shall be construed as prohibiting, altering or in any way limiting the ability of the District or of DDOE to require Pepco to conduct any sampling, monitoring, remediation, cleanup, assessments, investigations, removal or remedial actions, or to take other actions at or about the Facility, the Anacostia River sediment, or in any other location. The District's ability to seek any or all of the foregoing is explicitly preserved and reserved by this Consent Decree.

12. **District's Covenant Not To Sue.**

a. Subject to the other terms and conditions of this Consent Decree, including but not limited to the terms and conditions of this Paragraph 12, the District covenants not to sue or to take administrative or judicial enforcement against Pepco with respect to the Work, or Oversight Costs.

b. The District also covenants not to sue or take administrative or judicial enforcement against Pepco with respect to any liability it may have for past costs the District may have incurred prior to the entry of this Consent Decree with respect to the matters covered by this Consent Decree.

c. The District's Covenant Not to Sue shall take effect upon the entry of this Consent Decree, and shall not apply to any future actions, omissions, or new releases which may take place at the Facility any time after the entry of this Consent Decree, except as addressed herein.

d. Notwithstanding anything herein to the contrary, the District's Covenant Not to Sue shall be subject to and conditioned upon the following:

i. Pepco's faithful compliance, now and in the future, with each and all of the terms, conditions, and/or requirements of this Consent Decree, and

ii. The District's Covenant Not to Sue shall not prevent, preclude, waive, release, bar, impede or limit, in any manner, any action by the District against Pepco for or arising out of Pepco's breach of or failure to comply in full with this Consent Decree or any portion thereof, or any facts not disclosed to DDOE by Pepco relating in any way to the matters within the scope of this Consent Decree.

e. For as long as Pepco is and remains at all times in compliance with the Consent Decree, and other than actions to enforce this Consent Decree or any portion thereof, the District shall not, prior to Termination of this Consent Decree, bring any other form of judicial action against Pepco concerning (i) matters within the scope of the District's Covenant Not to Sue, (ii) matters within the scope of the Complaint filed against Pepco in this matter, (iii) or any present or past releases from the Facility to the Anacostia; however, notwithstanding the foregoing, the District may bring any form of enforcement or judicial action against Pepco should Pepco fail to comply with this Consent Decree in whole or in part, or as necessary to prevent a substantial danger to public health or welfare.

f. Except for matters related to the RI/FS that are expressly resolved by this Consent Decree, the District reserves and preserves in full, and does not waive, release, diminish or modify in any manner, any and all legal and equitable remedies, causes of action, sanctions, rights, and penalties of any nature which may be available to the District against Pepco or any other person or entity concerning or arising out of any or all of the following:

i. Any liability for implementation of remedial design and remedial action;

ii. Any natural resource damages or other damages for injury to, destruction of, or loss of natural resources;

iii. Any criminal liability of any person or entity;

iv. Any violations of applicable Laws;

v. Any violation of applicable Laws other than as explicitly described in and encompassed within the District's Covenant Not to Sue.

vi. Any claims based on a failure by Pepco to meet a requirement of this Consent Decree;

vii. Any liability arising from the past, present, or future disposal, release, or threat of release of solid/hazardous waste outside of the Facility;

viii. Any liability based on the ownership or operation of the Facility by Pepco when such ownership or operation commences after signature of this Consent Decree;

ix. Any liability based on Pepco's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of solid/hazardous waste at or in connection with the Facility;

x. Any liability for violations of federal or District law which occur during or after implementation of the Work; and

xi. Any liability, at any time, for additional response actions to address the Anacostia River.

13. **Pepco's Covenant Not to Sue.** Except as otherwise provided under Paragraphs 34 and 35, Pepco (for itself and its successors and assigns) releases, waives its right to recover from, covenants not to sue and agrees not to assert any claims or causes of action against the District or DDOE or any of their agents or employees with respect to the matters addressed in this Consent Decree.

14. **Modification.** There shall be no material modification of this Consent Decree without (i) the prior written approval and consent of the Parties to this Consent Decree and (ii) the approval of the Court. All non-material modifications, such as a change to the person receiving notice under this Consent Decree, may be made by written agreement of the Parties. Changes, modifications, and updates to the Paragraph 8 Schedule shall require the written approval of DDOE but shall not require approval of the Court.

15. **Public Notice.** The Parties acknowledge and agree that this Consent Decree has been revised in response to public comment, as provided in Paragraph 37, and has the District's final approval.

16. **Access to Information.** Subject to applicable legal privileges, Pepco shall provide to the District upon its request copies of all documents within its possession or control and/or that of its contractors or agents relating to activities at or about the Facility or any other activities taken or to be taken pursuant to this Consent Decree. Pepco shall make available to the District for purposes of investigation, information gathering, or testimony, Pepco's employees, agents, contractors, or representatives with knowledge of any facts relevant to the Facility or this Consent Decree.

17. **Termination.** This Consent Decree shall terminate only after a written determination by the District and the Court that Pepco has fulfilled all requirements of this Consent Decree, including but not limited to any outstanding stipulated penalties, if any. If Pepco believes it has fulfilled all requirements of this Consent Decree, Pepco may file a motion with the Court seeking termination, for which motion concurrence shall not be unreasonably withheld by the District.

18. **Retention of Jurisdiction.**

a. Until termination of this Consent Decree, this Court shall retain jurisdiction to enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder, as may be necessary or appropriate for the construction, execution, or implementation of this Consent Decree.

b. Standard of Review. In any judicial action under this Consent Decree or to enforce any portion of this Consent Decree, including but not limited to any action taken or ordered by the District or DDOE, judicial review shall be limited to the administrative record existing before the District or DDOE. Otherwise applicable principles of administrative law shall govern whether any supplemental materials may be considered by the Court. In considering any challenges, objections or other arguments raised in any judicial action under this Consent Decree, the Court shall uphold the District's/DDOE's decision or direction, unless Pepco can demonstrate, on the administrative record, that the decision of the District or DDOE was arbitrary and capricious or otherwise not in accordance with applicable law.

19. **Final judgment.** Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the District and Pepco. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

20. **Capacity and Authority.** The undersigned representatives of the Parties certify that they are fully authorized to enter into and to execute the terms and conditions of this Consent Decree and to make such Consent Decree fully and legally binding upon and enforceable against the Party on whose behalf they have executed this Consent Decree. The individuals signing for the District of Columbia are its officials acting within the scope of their authority. The Parties stipulate, agree and warrant that they will not challenge or contest in any

way the capacity or the authority of any Party hereto to enter into this Consent Decree or to make the agreements, covenants, and stipulations herein.

21. **Notice.** Service of any information or documents required or necessitated by this Consent Decree and any and all written communications submitted under this Consent Decree shall be addressed as follows (by both e-mail and first-class mail, by hand delivery or by overnight delivery), unless the listed individuals or their successors give written notice of change(s) to the Parties:

District of Columbia

District Department of the Environment
Attention: General Counsel
1200 1st St., N.E., 5th Floor
Washington, DC 20002
Kim.Katzenbarger@dc.gov

With a contemporaneous copy to:

Office of the Attorney General
for the District of Columbia
Attention: Ellen Efros
Chief, Equity Section I
441 Fourth Street, N.W., 6th Flr.
Washington, D.C. 20001
ellen.efros@dc.gov

PEPCO

Susan H. Power
Deputy General Counsel
Pepco Holdings, Inc.
701 9th Street, N.W.
Washington DC 20068-0001
shpower@pepcoholdings.com

Pepco Energy Services, Inc.
Assistant General Counsel
Attention: Denise Godfrey
1300 N. 17th, Suite 1600
Arlington, VA 22209
dgodfrey@pepcoenergy.com

22. **Service.** For purposes of this action, the Complaint filed in this action, and the Consent Decree, the Parties hereby agree to accept service by mail at the address provided in Paragraph 21 above, and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

23. **Applicable Law; Governing Law.**

a. All activities undertaken by Pepco, or on its behalf, pursuant to this Consent Decree shall be performed in accordance with (i) this Consent Decree and (ii) the requirements of all applicable Laws. Nothing herein shall be deemed a waiver or modification of any Laws.

b. This Consent Decree shall be governed by and construed and enforced in accordance with Federal law and with the laws of the District of Columbia, without regard to choice of law principles. In the event there is a conflict between Federal and District law, the more stringent of the two shall apply.

c. This Consent Decree shall be enforceable in the U.S. District Court for the District of Columbia.

24. **Entire Agreement.** This Consent Decree, and any exhibits or other documents expressly incorporated herein, constitutes the entire agreement and understanding of the Parties with respect to the activities and obligations contemplated herein, is intended as the complete and exclusive statement of the agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations relating to the matters addressed herein. All exhibits attached hereto are incorporated herein by reference and made a part of this Consent Decree.

25. **Binding Agreement.** This Consent Decree shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

26. **Waiver.** No waiver of any provision of this Consent Decree shall be effective unless such waiver is in writing and signed by the Party against whom enforcement of such waiver is sought. Failure to enforce any provision of this Consent Decree or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Consent Decree or the right of any Party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of

this Consent Decree shall affect the right of any Party thereafter to enforce such provision or to exercise any right or remedy available to it.

27. **No Creation of Rights.** Nothing in this Consent Decree, express or implied, is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto any rights, remedies or other benefits under or by reason of this Consent Decree. This Consent Decree creates no obligations or duties on the part of Parties other than as stated specifically in this Consent Decree. The Parties stipulate, agree, and acknowledge that nothing in this Consent Decree may be used by any person or entity for any purpose in any legal proceeding other than by the Parties as stated specifically in this Consent Decree. An alleged violation of this Consent Decree shall not create a new, independent private right of action for anyone other than the Parties hereto and their successors and assigns, and the Parties agree that this Consent Decree does not permit enforcement proceedings on behalf of any other persons or entities. The Parties stipulate, agree, and acknowledge that this Consent Decree is not intended to and does not create any third party beneficiaries.

28. **Headings**. The headings of any sections or paragraphs of this Consent Decree are inserted as a matter of convenience and organization only and they shall not modify or affect in any manner the meaning or construction of this Consent Decree.

29. **Construction.** This Consent Decree shall be construed without regard to any presumption or other rule of law requiring construction against the Party who caused it to have been drafted. The Parties agree and acknowledge that this Consent Decree was mutually drafted by the Parties and shall not be construed against either of them as a result of drafting by either Party.

30. **Consultation with Counsel and Understanding of Terms**. The Parties have read this Consent Decree, have had a full opportunity to consult (and have in fact consulted) with legal counsel with regard to it, and have signed this Consent Decree voluntarily and freely and with the full understanding of its terms. The Parties further understand and agree that each has relied wholly upon its own judgment, belief and knowledge of the nature, extent, effect and duration of this Consent Decree, and enter into this Consent Decree without reliance upon any statements or representations by any other Party or its representatives except those expressly set forth herein.

31. **Non-assignment.** None of the obligations and duties of Pepco set forth in this Consent Decree may be assigned or delegated by Pepco to any other person or entity without the express, prior written consent of the District, which the District may withhold, deny, or condition in any manner and in its sole and unlimited discretion.

32. **Severability.** This Consent Decree is not severable.

33. **Counterparts.** Provided that all Parties hereto execute a copy of this Consent Decree, the Consent Decree may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Consent Decree may be delivered by facsimile transmission or other comparable means. This Consent Decree shall he deemed fully executed and entered into on the date of its entry by the Court.

34. **Initial Dispute Resolution.** Except as set forth in Paragraph 36, the dispute resolution procedures set forth in this Paragraph shall be the initial (and exclusive, unless the procedures in Paragraph 35 are utilized) mechanism to resolve any and all disputes arising under or with respect to this Consent Decree or any portion thereof.

a. A dispute commences when a Party serves (in accordance with Paragraph 21) on the other Party a written notice summarizing the dispute and that Party's position relating to the dispute (the "Dispute Notice"). The Dispute Notice shall include, but need not be limited to, a concise statement of the dispute, the submitting Party's position regarding the dispute, an explanation of that position, a statement of the relevant facts and applicable law, and a statement of the requested resolution of the dispute.

b. The Party receiving the Dispute Notice shall respond to it in writing within thirty (30) calendar days, unless this time period is modified by the written agreement of the Parties. The Party's response shall include, but need not be limited to, a concise statement of the dispute, the submitting Party's position regarding the dispute, an explanation of that position, a statement of the relevant facts and applicable law, and a statement of the requested resolution of the dispute.

c. All disputes shall initially be the subject of informal negotiations between senior management of the Parties. The period of informal negotiations shall not exceed sixty (60) calendar days from the date that a Party first served a Dispute Notice regarding the dispute, unless that time period is modified by written agreement of the Parties.

d. If the Parties cannot resolve the dispute by informal negotiations, then the written position advanced by the District regarding that dispute (whether set forth in a Dispute Notice, in a response thereto, or otherwise) shall be binding on Pepco, unless, within thirty (30) calendar days after the conclusion of informal negotiations or Pepco's receipt of the written position advanced by the District, whichever is later, Pepco invokes in writing the formal dispute resolution procedures in accordance with Paragraph 35.

e. The existence of any dispute or the invocation of dispute resolution procedures under this Paragraph shall not, by itself, extend, postpone, or affect in any way any obligation of Pepco under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance and shall not be abated during any dispute. If Pepco does not prevail on the disputed issue, stipulated penalties shall be paid as provided in Paragraph 9 (Stipulated Penalties).

f. Notwithstanding the foregoing, nothing in this Consent Decree shall be construed to permit or allow any dispute by Pepco regarding or concerning the validity of the Consent Decree's requirements, terms, conditions, or provisions.

35. **Formal Dispute Resolution.**

a. The invocation of formal dispute resolution procedures under this Paragraph may only be invoked after full compliance with Paragraph 34 of the Consent Decree and within the timeframe permitted by Paragraph 34(d).

b. The invocation of formal dispute resolution procedures under this Paragraph shall not, by itself, extend, postpone, or affect in any way any obligation of Pepco under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance and shall not be abated during any dispute. If Pepco does not prevail on the disputed issue, stipulated penalties awarded by the Court shall be paid as provided in Paragraph 9 (Stipulated Penalties).

c. Pepco must invoke formal dispute resolution procedures within the time period provided in Paragraph 34(d) by serving on the District a written statement of its position regarding the matter in dispute ("Statement of Position"). The Statement of Position shall include, but need not be limited to, the material required to be included within a Dispute Notice

as well as any other factual data, analysis, or opinion supporting Pepco's position and any supporting documentation relied upon by Pepco.

d. The District shall serve its response to Pepco's Statement of Position within thirty (30) days of receipt of Pepco's Statement of Position, unless otherwise extended by mutual agreement of the District and Pepco or by order of the Court. The District's response shall include, but need not be limited to, the material required to be included within a Dispute Notice as well as any other factual data, analysis, or opinion supporting the District's position and any supporting documentation relied upon by the District. The District's response shall be binding on Pepco, unless Pepco files a motion for judicial review of the dispute in accordance with Paragraph 35(e).

e. Pepco may seek judicial review of the dispute by filing with the Court and serving on the District, in accordance with Paragraph 21 of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 calendar days of Pepco's receipt of the District's response to Pepco's Statement of Position. The motion shall attach and be based upon Pepco's Dispute Notice (or response to the District's Dispute Notice) and Pepco's Statement of Position for the dispute at issue and shall also attach the District's Dispute Notice or response thereto and its response to Pepco's Statement of Position for the dispute at issue. Positions, law, or facts with respect to the dispute at issue not summarized or otherwise set forth within Pepco's Dispute Notice or its response to a Dispute Notice from the District, or in Pepco's Statement of Position shall be deemed to have been waived by Pepco. Moreover, Pepco shall not and may not request relief materially different than that requested by Pepco in its Dispute Notice or its response to a Dispute Notice from the District, or in Pepco's Statement of Position.

f. In proceedings on any disputes governed by this paragraph, Pepco shall bear the burden of demonstrating that the decision of DDOE is arbitrary and capricious or otherwise not in accordance with law. Only evidence previously submitted to or prepared by the District concerning the dispute, or otherwise part of the administrative record, may be considered by the Court and the Court's review shall be limited to the matters contained with the administrative record maintained by the District for the dispute in question. The District's/DDOE's decision shall be upheld by the Court unless Pepco can demonstrate, on the

administrative record, that the decision of the District or DDOE was arbitrary and capricious or otherwise not in accordance with applicable law.

g. The District shall respond to Pepco's motion within the time period allowed by the applicable rules or orders of this Court. Pepco may file a reply memorandum, to the extent permitted by the applicable rules or orders of this Court.

36. The District and/or DDOE may, in its sole discretion, elect not to utilize the procedures set forth in Paragraphs 34 and 35 with respect to any actions by the District or DDOE to enforce any obligations of Pepco that Pepco has not timely disputed in accordance with Paragraphs 34 or 35. Should the District or DDOE so elect, either may file an appropriate motion with this Court seeking such enforcement without following the procedures set forth in Paragraphs 34 or 35 but, in such a case, the Court's review is nonetheless limited to the administrative record and the District's/DDOE's position shall be upheld by the Court unless Pepco can demonstrate, on the administrative record, that the decision of the District or DDOE was arbitrary and capricious or otherwise not in accordance with applicable law.

37. **Lodging and Opportunity for Public Participation.**

a. Pepco shall cooperate with the District in providing information and soliciting public comment regarding any and all work for which it is responsible pursuant to the Paragraph 8 Requirements as the District may from time to time request and shall otherwise reasonably cooperate and participate with the District in soliciting public participation. As requested by the District, Pepco shall participate in the preparation of such information for dissemination to the public and/or in public meetings which may be held or sponsored by the District to explain activities at or relating to the Facility or other matters set forth in this Consent Decree.

b. The original version of his Consent Decree was lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. This Consent Decree has been revised in response to comments received on the original version. The comments did not disclose facts or considerations which indicate that the Consent Decree, as revised, is inappropriate, improper, or inadequate. Pepco consents to the entry of this Consent Decree without further notice, and shall not challenge entry, provided this Consent Decree is not further modified by the District for any other reason without the written consent of Pepco.

38. **Administrative Record**. In accordance with Section 113(k)(1) of CERCLA, 42 U.S.C. § 9613(k)(1), the District shall establish and maintain an administrative record which shall contain all relevant and public documentation pertaining to any work performed pursuant to this Consent Decree. A copy of the administrative record will be made available to the public at a location near the Facility, and, pursuant to Paragraph 7 herein, Pepco shall reimburse the District for any expenses incurred in establishing, maintaining and housing the administrative record at a location near the Facility. In addition, the District shall maintain the Administrative Record in an electronic form available to the public on a website to be designated at a later date.

39. **Contribution Protection**. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement for purposes of Section 113(f)(2) and (f)(3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), and that Pepco is entitled, as of the date the Consent Decree is entered, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for matters addressed in this Consent Decree.

[signatures appear on the following pages]

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ELLEN EFROS
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Date: 7-28-11

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pepco

A PHI Company

Appendix B

Fact Sheets

Aerial view of Pepco's Benning Road property.

Facts about:

Pepco's Benning Road Facility

Pepco is committed to conducting its business activities with respect and care for the environment, and this includes our Benning Road facility. We are equally committed to establishing an ongoing dialogue with the neighboring community. We want to hear their concerns and share with them information about the assessment of environmental conditions at Benning Road and about any necessary cleanup activities in and adjacent to the facility. Here are answers to some of the questions we have heard so far.

What is happening at Pepco's Benning Road facility?

Pepco's Benning Road facility is an important part of Pepco's electric power transmission and distribution system, serving the Washington, D.C. area. It is an industrial facility that has operated for over 100 years, and is home to the Benning Road Power Plant, Pepco's Benning Service Center and major electric transmission and distribution facilities. The Service Center occupies the largest part of the property, and accommodates more than 400 Pepco employees. Service Center employees work in maintenance and construction of Pepco's electric distribution system; system engineering; vehicle fleet maintenance and refueling; and central warehouses for all the materials, supplies and equipment needed to operate the Pepco system.

Since the 1990s, the power plant at Benning has operated for about 10 to 15 days per year on average, during periods of peak electricity demand. Pepco has made major investments to expand the transmission capacity at Benning in order to eliminate dependence on electricity generated by the Benning Road Power Plant. The plant is on schedule to be "decommissioned" (permanently shut down) in May 2012. The Service Center and transmission and distribution facilities will continue to operate after the power plant has closed.

What is the Benning "Consent Decree"?

The Benning Consent Decree is a legal agreement between the District of Columbia's Department of the Environment (DDOE) and Pepco that obligates Pepco to conduct an assessment of environmental conditions at the Benning Road site and adjacent areas of the Anacostia River. The assessment – to be carried out according to the highest environmental standards – will proceed in two stages:

1 a "Remedial Investigation" to determine whether or not Pepco's historical operations at its Benning Road facility have contributed to pollution of the sediments of the adjacent portions of the Anacostia River, and whether or not current conditions at the Benning Road property present any continuing threat to the river; and

(continues)

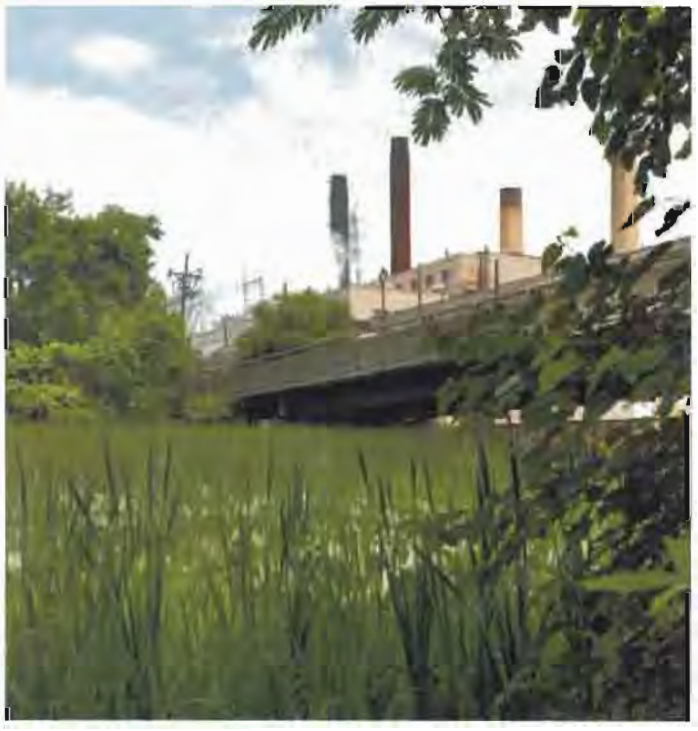
2. a "Feasibility Study" to identify and evaluate potential cleanup actions. DDOE will use the results of the assessment to determine, with input from the public, what, if any, cleanup actions should be undertaken at the Benning Road facility or adjacent areas of the River. The Consent Decree serves as a public record of obligatory actions to which both DDOE and Pepco have agreed and to which Pepco has committed.

How did the Consent Decree come about?

The Anacostia River is an important resource to the Washington, D.C. community. The Benning Road facility has been identified by District and federal government agencies as one of six sites potentially contributing to contamination of the Lower Anacostia River. Four of these sites – the US Navy Yard, the U.S. Southeast Federal Center and National Park Service facilities at Poplar Point and the Kenilworth Landfill – are government properties; and the fifth is owned by Washington Gas. As part of its larger effort to clean up and protect the Anacostia River, DDOE asked Pepco to assess whether and to what extent the Benning Road site has contributed to problems in the river. Pepco agreed to perform the assessment, and that agreement is memorialized in the Consent Decree.

What is Pepco doing now?

- Pepco operates both a strong environmental management system and an ongoing monitoring system at its Benning Road facility to ensure that current practices at the site do not contribute to the contamination of the Anacostia River.



This wetlands nature preserve — a home to many indigenous and migrating wildlife species — was created by Pepco on U.S. Park Service land between the western boundary of the Benning Road facility and the shores of the Anacostia River.

This rain garden is part of Pepco's low-impact development program of storm water management. The garden's natural filtration reduces any impact on the river.

- Pepco has hired a firm of expert environmental consultants to perform the assessment of environmental conditions at the Benning Road site and adjacent areas of the river as required by the Consent Decree.
- The consultants have begun developing their work plan. Once that plan is approved by DDOE, they expect to complete the remedial investigation within one year and will complete the feasibility study promptly thereafter.
- Pepco will continue to do its part to improve environmental quality in the Anacostia River and stands ready to complete whatever remediation and restoration is necessary to fully address the findings of the assessment being performed under the Consent Decree.
- Pepco will maintain an open dialogue with our neighbors, customers and other stakeholders to respond to concerns about the potential impact of our operations on the community and the environment.

For more information contact:

Fariba Mahvi
Lead Environmental Engineer & Benning Road Project Manager
202-331-6641

Donna Cooper
Vice President
District of Columbia Affairs
202-872-2477

Facts about:

Closing the Benning Power Plant

Pepco Energy Services (PES), a Pepco Holdings-affiliated company, is planning to close its Benning Road Power Plant. Operations at the power plant will cease by the end of May 2012 and the site will be cleaned, secured and maintained in a state of indefinite closure. There are no plans to redevelop the power plant site.

What is the Benning Road Power Plant?

The power plant was constructed in 1906 and several different generating units, running on different types of fuel, have been operated and subsequently retired over the plant's life. Currently, the plant has only two steam turbine units, one installed in 1968 and the other in 1972, that together can provide 550 MW of electricity; enough to meet the needs of around 180,000 homes. These units were designed to operate a limited number of days each year, and historically have operated for about 10 to 15 days per year on average, to ensure reliable power to Pepco's customers during periods of peak electricity demand. The power plant occupies less than twenty percent of the total footprint of the Pepco Benning Road Facility. All power plant equipment is located on the western portion of the Pepco property along Anacostia Ave., which separates the Pepco property from the National Park Service land along the Anacostia River.

Why Is Pepco Closing the Benning Road Power Plant?

PES announced its intention to close the Benning Road Power Plant in 2007 based on past and planned upgrades to Pepco's transmission grid that will eliminate the need for electricity generated by the plant. Pepco is making further transmission upgrades to ensure the reliable delivery of power to the company's customers after retirement of the power plant, and these are scheduled to be completed by early 2012.

What Is the Process for Closing the Plant?

PES must follow strict procedures designated by District of

(continues)

These cooling towers — part of the Benning Road Power Plant — will be dismantled and removed following closure of the plant. PES will arrange for the component materials to be reused, recycled or disposed of according to accepted environmental standards.

The fuel oil storage tanks that supply the Benning Road Power Plant will be dismantled and removed. Component materials will be properly reused, recycled or disposed of.

Columbia and U.S. Government agencies for decommissioning the power plant and its associated systems. PES is currently seeking the necessary permits and authorizations from District agencies to remove certain equipment, such as the fuel tanks and the cooling towers, upon closure of the plant. In addition, PES has identified the activities required to decommission the power plant in compliance with all safety and environmental regulations and is pursuing those activities that can be performed in advance of the power plant's closure. At the conclusion of power production operations, PES also will terminate the environmental permit to operate a power plant at the Benning Road facility. Until the power plant is closed, PES continues to operate in full compliance with the Clean Air Act, Clean Water Act and all other applicable District and Federal regulations.

For more information contact:

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