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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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February 9, 2022

Ben Pentecost
Rickabaugh Pentecost Development
108 West Stewart Ave
Puyallup, WA 98371
ben@rpdevelopment.com

Re: No Further Action at a Property associated with the Asarco Tacoma Smelter Site:

- **Name:** Woodlands at Redondo Creek
- **Property Address:** 19xx S 304th Street, Federal Way, King County, WA 98003
- **Facility/Site ID:** 51842
- **Cleanup Site ID:** 15345
- **VCP Project No.:** NW3302

Dear Ben Pentecost:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of a Property associated with the Asarco Tacoma Smelter Site (**Asarco Site**). This letter provides our opinion. We are providing this opinion under the authority of the [Model Toxics Control Act \(MTCA\)](#),¹ [chapter 70A.305 Revised Code of Washington \(RCW\)](#).²

Issues Presented and Opinion

Ecology has determined that no further remedial action is necessary at the Property to clean up contamination associated with the Asarco Site.

Ecology has determined that further remedial action is still necessary elsewhere at the Asarco Site.

¹ <https://apps.ecology.wa.gov/publications/SummaryPages/9406.html>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, chapter 70A.305 RCW, and its implementing regulations, Washington Administrative Code (WAC) chapter 173-340 (collectively “substantive requirements of MTCA”). The analysis is provided below.

Description of the Property and the Asarco Site

This opinion applies only to the Property and the Asarco Site described below. This opinion does not apply to any other sites that may affect the Property. Any such sites, if known, are identified separately below.

1. Description of the Property.

The Property includes the following tax parcel in King County that was affected by the Asarco Site and addressed by your cleanup:

- 0421049012

Enclosure A includes a legal description of the Property and details of the Property as currently known to Ecology.

2. Description of the Asarco Site.

The Asarco Site is defined by the nature and extent of contamination associated with the following releases:

- Arsenic into the Soil.
- Lead into the Soil.

Those releases have affected more than one parcel of real property, including the parcel identified above.

Enclosure B includes a detailed description and diagram of the Asarco Site, as currently known to Ecology.

3. Identification of Other Sites that may affect the Property.

A parcel of real property can be affected by multiple sites. At this time, we have no information that the Property is affected by other sites.

Basis for the Opinion

This opinion is based on information in the documents listed in **Enclosure C**. You can request these documents by filing a [records request](#).³ For help making a request, contact the [Public Records Officer](#)⁴ at or call (360) 407-6040. Before making a request, check whether the documents are available on [Ecology's Cleanup Site Search web page](#).⁵

Analysis of the Cleanup

1. Cleanup of the Property located within the Asarco Site.

Ecology has concluded that **no further remedial action** is necessary at the Property to clean up contamination associated with the Asarco Site.

That conclusion is based on the following analysis:

a. Characterization of the Asarco Site.

The Site is described in **Enclosure B**.

- Woodlands at Redondo Creek property (Property) is located on one 21.12-acre King County parcel in Federal Way, Washington (Figure 1). The Property is bordered by SmartCare Daycare and residential housing to the north, Pacific Highway to the west, South 304th Street to the south, and residential neighborhood to the east. The Property is currently undeveloped and forested.
- Edgewood Terrace Estates LLC (Edgewood) plans to develop this Property into multi-family residential housing. See Figures 1, 2, and Enclosure A for more information about the Property.

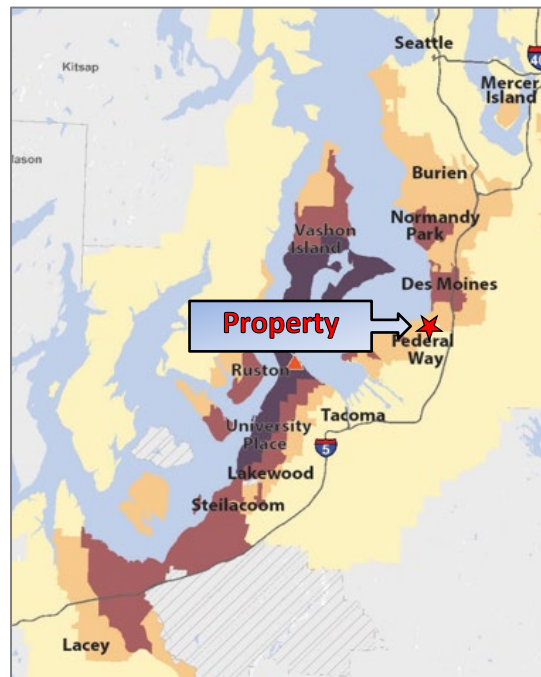


Figure 1. Vicinity Map

³ <https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests>

⁴ publicrecordsofficer@ecy.wa.gov

⁵ <https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=15345>

As part of the planned development, Edgewood employed ECI Environmental Consulting (ECI) to characterize the Property for the Tacoma Smelter Plume (TSP) contamination.

In April and June 2019, ECI collected 78 discrete soil samples from 64 locations on the Property. ECI collected 64 soil samples from 0 to 6 inches below ground surface (bgs) and 14 soil samples from 6 to 12 inches bgs. ECI also collected one four-point and one six-point composite duff sample (Figure 2).

ECI submitted the soil samples to Friedman & Bruya, Inc. laboratory in Seattle, Washington for arsenic and lead analysis with Environmental Protection Agency (EPA) Method 6020B. For a summary of sampling results, refer to Table 1. For the comprehensive results of the characterization sampling on the Property, refer to **Enclosure D**.

Results of Soil Sampling

Samples collected from 0 to 6 inches bgs: Arsenic exceeded the MTCA Method A cleanup level of 20 milligrams per kilogram (mg/kg) in 13 soil samples with one exceeding the maximum allowable concentration for a single soil sample for arsenic (40 mg/kg). Arsenic concentrations ranged from 3.1 mg/kg to 43 mg/kg. The average arsenic concentration was 14.01 mg/kg. None of the samples exceeded the MTCA Method A cleanup level of 250 mg/kg for lead. Lead concentrations ranged from 4.48 mg/kg to 194 mg/kg. The average lead concentration was 40.65 mg/kg.

Samples collected from 6 to 12 inches bgs: One sample exceeded the cleanup level of 20 mg/kg for arsenic but it did not exceed 40 mg/kg, which is the maximum allowable concentration for a single soil sample. The arsenic concentrations ranged from 3.36 mg/kg to 26.5 mg/kg. The average arsenic concentration was 9.17 mg/kg. None of the lead concentrations exceeded the cleanup level for lead. Lead concentrations ranged from 5.61 mg/kg to 78.2 mg/kg. The average lead concentration was 23.81 mg/kg.

Duff: Arsenic exceeded the cleanup level of 20 mg/kg in one of the composite samples. Lead concentrations were below the cleanup level of 250 mg/kg. Arsenic concentrations ranged from 7.42 mg/kg to 23.6 mg/kg. Lead concentrations ranged from 25.8 mg/kg to 101 mg/kg.

Table 1. Summary of April and June 2019 Characterization Sampling

Depth (inches bgs)	Arsenic (mg/kg)		Lead (mg/kg)	
	Average	Max	Average	Max
0-6	14.01	43	40.65	194
6-12	9.17	26.5	23.81	78.2
Duff	12.3	23.6	58	101
MTCA Method A	20	40	250	500

Values in **bold** represent concentrations above the MTCA Method A cleanup level for unrestricted land use; values in **bold red** represent values twice the cleanup level.

ECI conducted additional soil sampling to delineate the vertical and horizontal extent of elevated arsenic. They conducted the sampling in the area where arsenic exceeded twice the MTCA Method A cleanup level of 20 mg/kg for arsenic (sample location F8). On December 14, 2020, ECI collected 19 discrete soil samples from nine sampling locations at three depths (Figure 2). They collected nine samples from 0 to 6 inches bgs, nine samples from 6 to 12 inches bgs, and one sample from 12 to 18 inches bgs. Additionally, they collected five six-point composite duff samples. ECI submitted the soil and duff samples to Friedman & Bruya, Inc. laboratory in Seattle, Washington for arsenic and lead analysis with EPA Method 6020B. For a summary of additional sampling results, refer to Table 2. For the comprehensive results of the additional sampling on the Property, refer to Enclosure D.

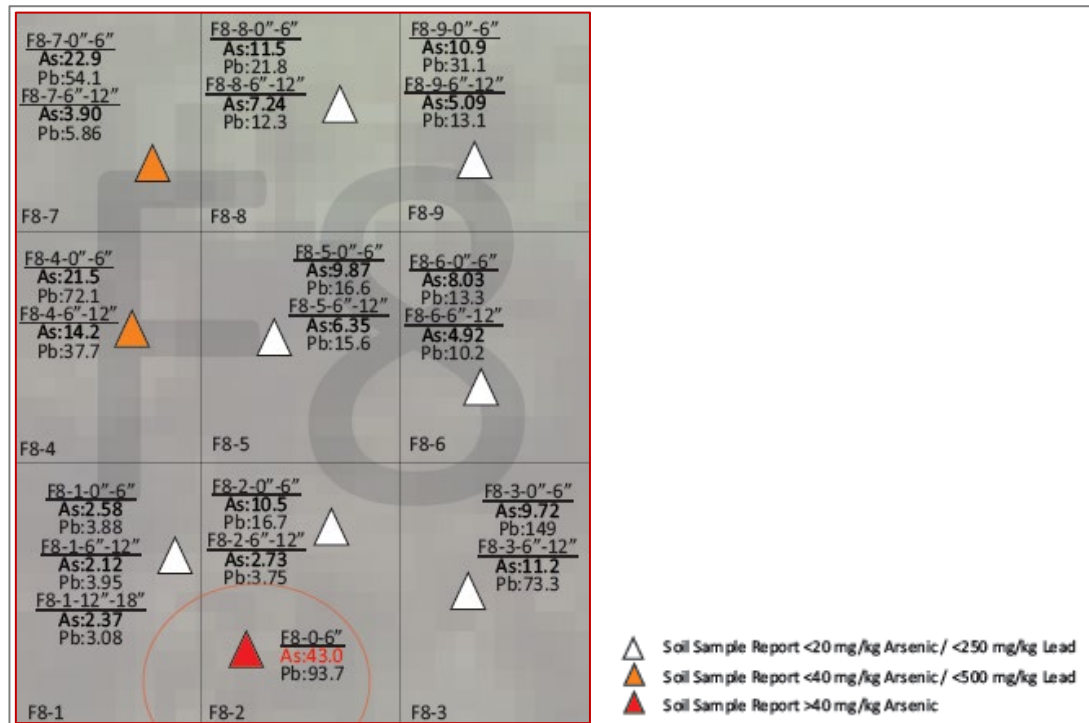


Figure 2 Approximate Locations of Additional Samples

Results of the additional sampling

Samples collected at 0 to 6 inches bgs: Two of the samples exceeded the MTCA Method A cleanup level for arsenic, but they did not exceed the maximum allowable concentration for a single sample (40 mg/kg). Arsenic concentrations ranged from 2.58 mg/kg to 22.9 mg/kg. The average arsenic concentration was 11.94 mg/kg. None of the samples exceeded the MTCA Method A cleanup level of 250 mg/kg for lead. Lead concentrations ranged from 3.88 mg/kg to 149 mg/kg. The average lead concentration was 42.06 mg/kg.

Samples collected at 6 to 12 inches bgs: None of the samples exceeded the cleanup level of 20 mg/kg for arsenic. The arsenic concentrations ranged from 2.12 mg/kg to 14.2 mg/kg. The average arsenic concentration was 6.42 mg/kg. None of the lead concentrations in this depth interval exceeded the cleanup level for lead. Lead concentrations ranged from 3.75 mg/kg to 73.3 mg/kg. The average lead concentration was 19.53 mg/kg.

Sample collected at 12 to 18 inches bgs: Arsenic and lead were below their respective cleanup levels. Arsenic concentration was 2.37 mg/kg and lead was 3.08 mg/kg.

Duff: Arsenic and lead concentrations were below their respective cleanup levels. Arsenic concentrations in the composite samples ranged from 1.6 mg/kg to 4.43 mg/kg. Lead concentrations ranged from 7.94 mg/kg to 23.8 mg/kg.

Table 2. Summary of Additional Soil Sampling

Depth (inches bgs)	Arsenic (mg/kg)		Lead (mg/kg)	
	Average	Max	Average	Max
0-6	11.94	22.9	42.06	149
6-12	6.42	14.2	19.53	73.3
12-18	2.37		3.08	
Duff	2.87	4.43	13.4	23.8
MTCA Method A	20	40	250	500

Values in **bold** represent concentrations above the MTCA Method A cleanup level for unrestricted land use.

b. Establishment of Cleanup Standards for the Asarco Site

Ecology has determined the cleanup levels and points of compliance established for the Asarco Site meet the substantive requirements of MTCA.

As part of the Interim Action Plan for the Asarco Site (June 2012) (IAP), Ecology completed a terrestrial ecological evaluation for properties with only Tacoma Smelter Plume contamination. Ecology determined the MTCA Method A cleanup levels for both arsenic and lead were protective of both human health and the environment. The MTCA Method A cleanup levels for soil are as follows:

- Arsenic is 20 mg/kg.
- Lead is 250 mg/kg.

The IAP determined the following cleanup levels were protective of human health and the environment for properties within the Asarco Site:

- Average arsenic concentration detected in the soil and duff less than 20 mg/kg.
- Average lead concentration detected in the soil and duff less than 250 mg/kg.

AND

- No single soil sample has arsenic concentration above 40 mg/kg.
- No single soil sample has lead concentration above 500 mg/kg.

c. Selection of Cleanup for the Property

Ecology has determined the cleanup selected for the Property meets the substantive requirements of MTCA and the IAP. The cleanup meets the minimum cleanup requirements and does not exacerbate conditions or preclude reasonable cleanup alternatives elsewhere at the Asarco Site.

Ecology proposed four model remedies in the IAP:

- Excavation and removal.
- Mixing.
- Capping in place.
- Consolidation and capping.

Edgewood decided to use soil excavation and removal in the area where arsenic concentrations exceeded twice the MTCA Method A cleanup level of 20 mg/kg.

d. Cleanup of the Property

Edgewood conducted soil cleanup on the Property in conjunction with its development. On January 14, 2021, on behalf of Edgewood, ECI developed a Cleanup Action Plan (CAP). The CAP described the use of soil excavation and disposal as a way to remediate the TSP contamination on the Property. On January 27, 2021, ECI amended their CAP to include excavation and removal of duff from one area where arsenic exceeded the MTCA Method A cleanup level of 20 mg/kg. On March 19, 2021, Ecology issued an opinion letter based on the information provided in this CAP and CAP amendment.

Excavation and Removal of Duff and Soil

On June 21, 2021, ECI have overseen the excavation of duff and soil from the two areas. The contractor excavated the duff from Grid E1 area. The estimated area containing the contaminated duff was approximately 50 feet west to east by 100 feet north to south. The contractor placed the excavated duff on plastic pending disposal.

The contractor removed trees from the remedial area in preparation for soil remediation and grading for Property development. The contractor inspected the tree roots prior to their disposal to ensure the removal of contaminated soil. They transported the trees to regular yard waste recycling facility.

After removal of vegetation, the contractor excavated the top six inches of soil from an area surrounding sample location F8, where arsenic exceeded twice the cleanup level of 20 mg/kg. Additional sampling in this location delineated the contaminated area to be 20 feet west to east by 10 north to south. The contractor placed the excavated soil on plastic pending disposal.

The contractor loaded the contaminated soil and duff on trucks. They covered the trucks to prevent dispersal of contaminated duff and soil during transport. On July 15, 2021, the contractor transported the contaminated soil and duff to Roosevelt Regional Landfill in Roosevelt, Washington. They disposed of approximately 6.26 tons of arsenic contaminated soil and duff. Copies of the waste disposal receipts are included in Enclosure E.

Confirmational Sampling

ECI conducted confirmational sampling following soil excavation disposal. ECI collected soil samples at the bottom of the excavated areas in Grid E1 (Figure 3) and sample location F8 (Figure 4).

They collected eight soil samples from each location and submitted the samples to Friedman & Bruya Inc. analytical laboratory in Seattle, Washington for arsenic analysis with EPA Method 6020B. ECI did not analyze samples for lead because all the lead concentrations were below the cleanup level of 250 mg/kg for lead.

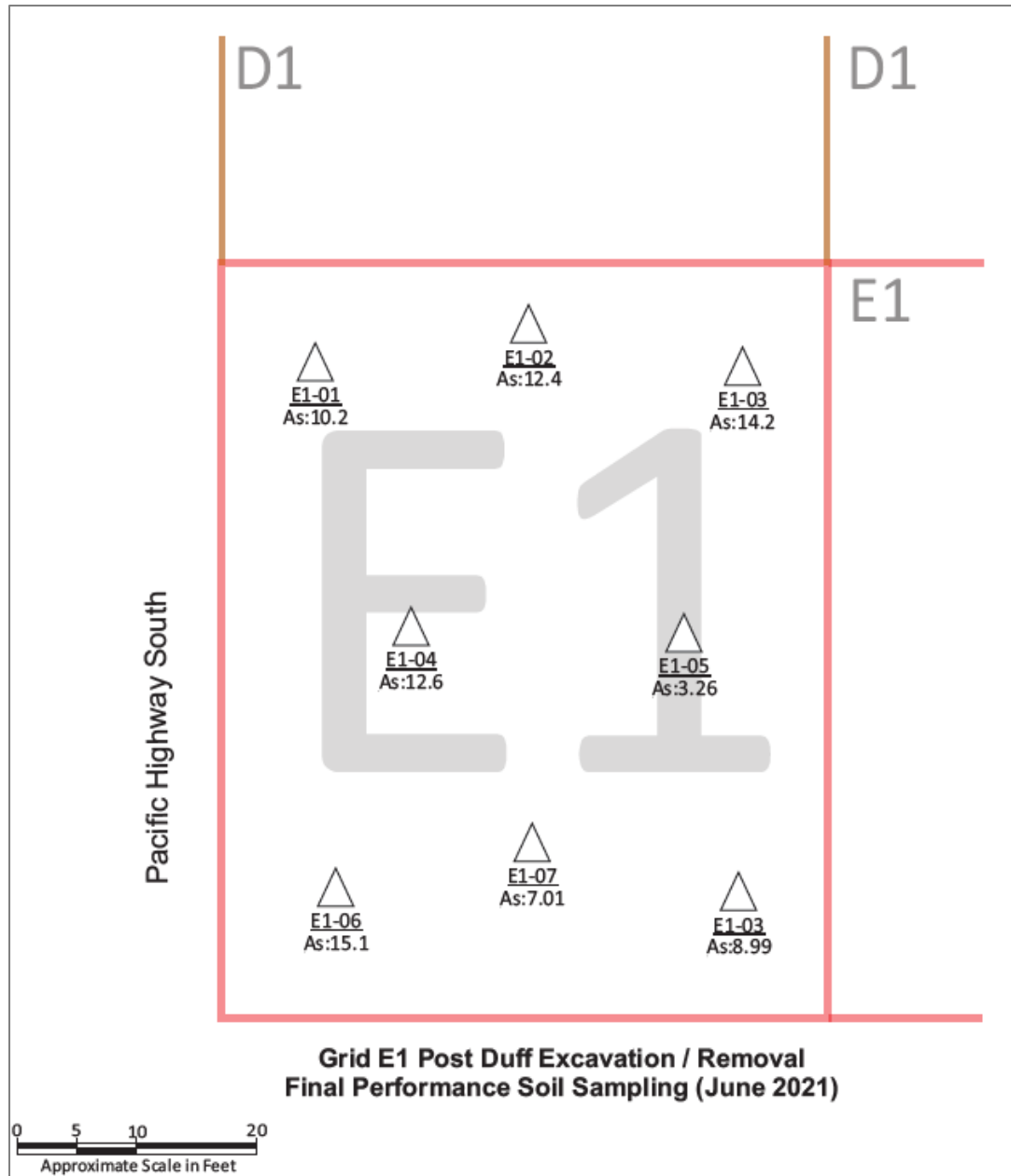


Figure 3 Confirmational Sampling in E1 Area

Arsenic concentrations were below the cleanup level of 20 mg/kg in the two excavated areas (Table 3). In the E1 area, arsenic concentrations ranged from 5.21 mg/kg to 12.2 mg/kg. In area of sample location F8, arsenic concentrations ranged from 3.26 mg/kg to 15.1 mg/kg.

The results of the confirmational soil sampling showed that no further cleanup actions were needed for the Property.

Table 3. Summary of the Confirmational Sampling

Location	Arsenic (mg/kg)		
	Average	Minimum	Max
E1	10.47	3.26	15.1
F8	7.92	5.21	12.2
MTCA Method A	20	n/a	40

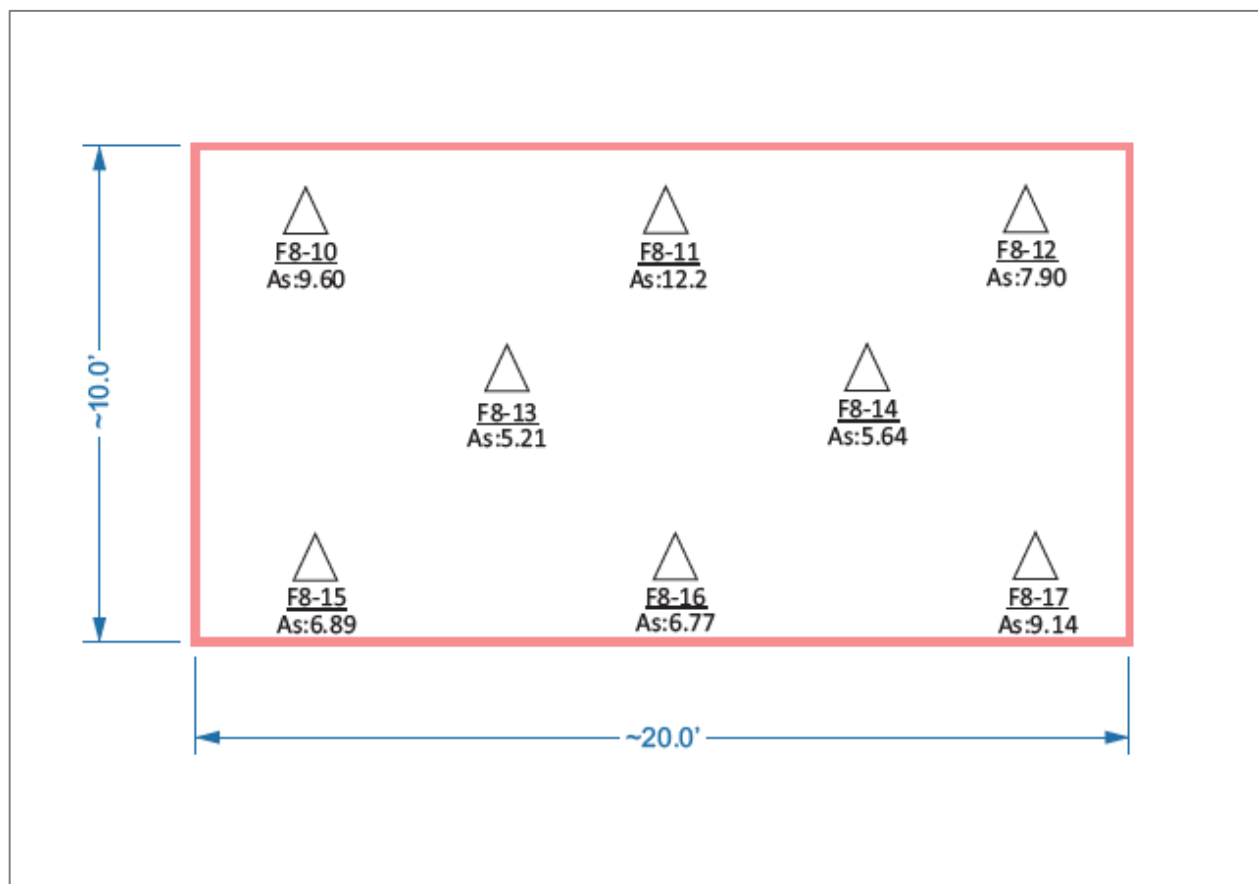


Figure 4. Approximate Locations of Confirmational Samples in Area of Sample Location F8.

2. Cleanup of the Asarco Site as a Whole.

Ecology has concluded that **further remedial action** under MTCA is still necessary elsewhere at the **Asarco Site**. In other words, while your cleanup constitutes the final action for the Property, it is only an **“interim action”** for the Asarco Site as a whole.

Listing of the Asarco Site

Based on this opinion, Ecology will update the status of remedial action at the Asarco Site on our database of hazardous waste sites. However, because further remedial action is still necessary elsewhere at the Asarco Site, we will not remove the Asarco Site from our lists of hazardous waste sites. Furthermore, the Property will remain listed as part of the Asarco Site because the cleanup of the Property does not change the boundaries of the Asarco Site.

Limitations of the Opinion

1. Opinion does not Settle Liability with the State.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Property. This opinion **does not**:

- Change the boundaries of the Asarco Site.
- Resolve or alter a person’s liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70A.305.040(4).

2. Opinion does not Constitute a Determination of Substantial Equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. See RCW 70A.305.080 and WAC 173-340-545.

3. State is Immune from Liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. See RCW 70A.305.170(6).

Termination of Agreement

Thank you for cleaning up your Property under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (NW3302).

For more information about the VCP and the cleanup process, please visit our [Voluntary Cleanup Program web page](#).⁶ If you have any questions about this opinion, please contact me by phone at (360) 407-7094 or at eva.barber@ecy.wa.gov.

Sincerely,



Eva L. Barber
Technical Assistance Coordinator
Southwest Regional Office
Toxics Cleanup Program

EB/tm

Enclosures: A – Legal Description, Addresses, and General Description of the Property
B – Site Description of Asarco Tacoma Smelter Site
C – Basis for the Opinion – List of Documents
D – Results of the Soil Characterization and Confirmational Sampling
E – Receipt of Soil Disposal

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Ecology Site File

⁶ <https://ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Cleanup-process/Cleanup-options/Voluntary-cleanup-program>

Enclosure A

Legal Description, Addresses, and General Description of the Property

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Legal Description of the Property

Parcel 042104-9012: W 135 FT OF E 465 FT OF S 117 FT OF NW 1/4 OF SW 1

Property Description

The Property is undeveloped land situated on one King County parcel. The Property is located at the intersection of Pacific Highway/WA-99 and South 304th Street in Federal Way, Washington. The Property encompasses 21.56 acres of forested land. The Property is bordered by Smart Care daycare and residential development to the north; Pacific Highway to the west, South 304th Street to the south; and residential neighborhoods to the east.

According to the United States Geological Survey (USGS), the Property is at an elevation of approximately 450 to 600 feet above mean sea level.

The Property is located in the physiographic setting called the Puget Sound Lowlands. This area is filled in with deep deposits of glacial debris, which can reach thickness of at least 2,000 feet in the Tacoma area (Alt and Hyndman 1984). The Puget Sound Lowlands lie between the Olympia Peninsula and northern Willapa Hills on the west, and the Cascade subcontinent on the east. Bedrock beneath the thick glacial deposits in the Puget Sound Lowlands consists of oceanic crustal rocks.

Multiple periods of continental glaciation occurred in the region during the Pleistocene Epoch as Cordilleran glaciers advanced into the Puget Sound Lowlands. The most recent, Vashon was about 5,000 feet thick in the area of the Property. The terminus of these glaciers was approximately 12 miles south of Olympia. After the last glacial retreat, incision of the valleys in the Puget Sound Lowlands and subsequent deposition of fluvial and alluvial deposits has occurred to the present.

The regional aquifers are hosted in unconsolidated sediments. In the Puget Sound Lowlands, the unconsolidated deposits are as much as 3,000-feet thick near Seattle. The aquifers are located within discontinuous lenses of sands and gravels that can yield large volumes of water. Some wells within the permeable aquifers can yield as much as 2,000 gallons per minute or more. The Southern King County Aquifer System consists primarily of unconsolidated sediments deposited by glaciers and associated melt water. The groundwater moves regionally toward the Puget Sound and river valleys that constitute the aquifer system boundaries (EPA Website, 2013).

According to the Washington State Department of Ecology Well Waterlog database, the depth to ground water at the Property is estimated to be at a depth greater than 240 feet.

Perched and discontinuous zones of shallow groundwater may be seasonally or perennially present, depending on Site-specific conditions. Shallow groundwater flow directions fluctuate and tend to follow topographic gradient but are also affected by seasonal high-water tables and variable soil characteristics.

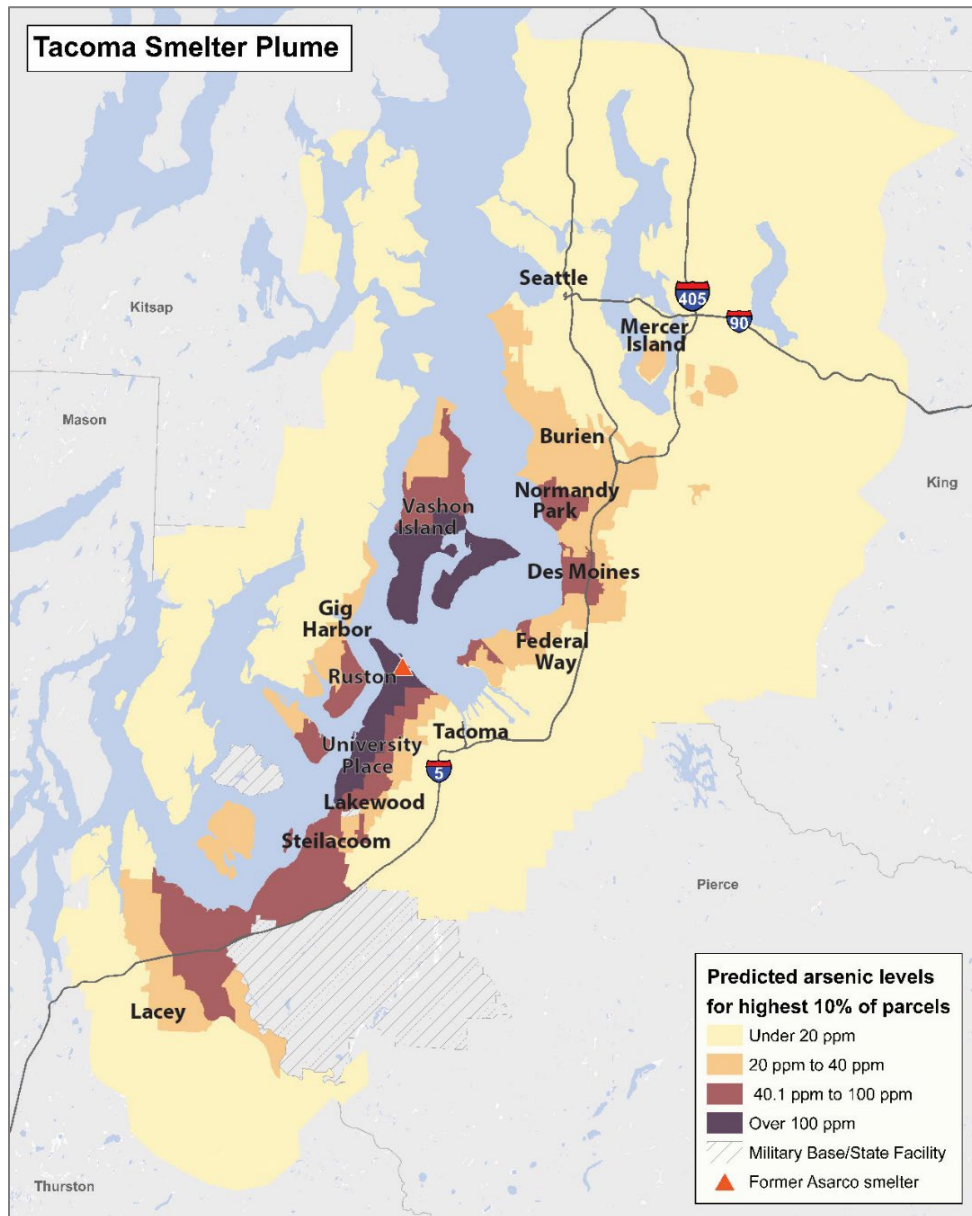
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Enclosure B

Site Description of Asarco Tacoma Smelter Site

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Asarco Tacoma Smelter Site



An interactive color map can be found at: <https://dirtalert.info/>. For almost 100 years, the Asarco Company operated a copper smelter in Tacoma. Air pollution from the smelter settled on the surface soil over a vast region—more than 1,000 square miles of the Puget Sound basin. Elevated levels of contamination are found as far south as the Nisqually Ridge and as far north as Seattle (West Seattle). Additionally, elevated levels of contamination are found as far west as the Kitsap Peninsula and as far east as Kent and Bellevue. Arsenic, lead, cadmium, and other heavy metals are still in the soil as a result of this pollution. The area has elevated levels of arsenic, lead, and cadmium in the soil due to air emissions from the Asarco smelter.

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Enclosure C

Basis for the Opinion – List of Documents

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List of Documents

This opinion is based on the information contained in the following documents:

1. ECI Environmental Consulting (ECI), *Cleanup Action Report (CAR), Woodlands at Redondo Creek, King County Parcel: 0421049012, Federal Way, Washington*, December 6, 2021.
2. ECI, *Amendment to Arsenic Cleanup Action Plan*, January 27, 2021.
3. ECI, *Cleanup Action Plan, Arsenic & Lead Mitigation Project, King County Parcel: 0421049012, Federal Way, Washington*, January 14, 2021.
4. ECI, *Focused Arsenic & Lead Soil Assessment, King County Parcel 0421049012 & 0421049221*, January 11, 2020.
5. ECI, *Arsenic & Lead Soil Assessment, King County Parcel 0421049012*, July 17, 2019.
6. ECI, *Arsenic & Lead Soil Screening, King County Parcel 0421049012*, May 1, 2019.

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Enclosure D

Results of the Soil Characterization and Confirmational Sampling

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Soil Characterization Sampling on the Property

Sample ID	Depth (inches bgs)	Sample Date	Arsenic (mg/kg)	Lead (mg/kg)
S10-0-6"	0-6	4/22/2019	3.1	11.5
S4-0-6"	0-6	4/22/2019	3.32	4.48
G8-0-6"	0-6	6/13/2019	3.57	11.6
K7-0-6"	0-6	6/13/2019	3.58	21.6
S5-0-6"	0-6	4/22/2019	3.59	6.99
S2-0-6"	0-6	4/22/2019	3.61	6.39
J8-0-6"	0-6	6/13/2019	3.84	14.3
B1-0-6"	0-6	6/13/2019	4.01	17.5
K5-0-6"	0-6	6/13/2019	4.02	49.1
K4-0-6"	0-6	6/13/2019	4.03	69
B2-0-6"	0-6	6/13/2019	4.45	8.93
D1-0-6"	0-6	6/13/2019	5.16	11.7
H5-0-6"	0-6	6/13/2019	5.32	14.2
A3-0-6"	0-6	6/13/2019	6.21	9.69
D4-0-6"	0-6	6/13/2019	6.38	7.3
S8-0-6"	0-6	4/22/2019	6.79	16.2
C5-0-6"	0-6	6/13/2019	6.85	13.4
S7-0-6"	0-6	4/22/2019	8.49	17
C3-0-6"	0-6	6/13/2019	8.62	20.5
F6-0-6"	0-6	6/13/2019	8.84	8.94
A1-0-6"	0-6	6/13/2019	9.04	35.4
I8-0-6"	0-6	6/13/2019	9.07	43
J5-0-6"	0-6	6/13/2019	9.32	41.7
E3-0-6"	0-6	6/13/2019	9.37	37.3
S9-0-6"	0-6	4/22/2019	10	24.1
I5-0-6"	0-6	6/13/2019	10	28.8
G5-0-6"	0-6	6/13/2019	10.2	21.7
E2-0-6"	0-6	6/13/2019	10.3	20.8
J4-0-6"	0-6	6/13/2019	10.8	127
G8-0-6"	0-6	6/13/2019	11.2	17
S1-0-6"	0-6	4/22/2019	11.2	24.1
E4-0-6"	0-6	6/13/2019	11.9	31.5
C4-0-6"	0-6	6/13/2019	12.1	33.4
H4-0-6"	0-6	6/13/2019	12.4	53.2
D8-0-6"	0-6	6/13/2019	12.5	24.9
S6-0-6"	0-6	4/22/2019	12.7	29.3
I4-0-6"	0-6	6/13/2019	12.9	53.6
H8-0-6"	0-6	6/13/2019	13	33.4
F4-0-6"	0-6	6/13/2019	13.2	17.1
D4-0-6"	0-6	6/13/2019	14	34.6
A4-0-6"	0-6	6/13/2019	14.2	31.9
I7-0-6"	0-6	6/13/2019	14.3	45.8
A2-0-6"	0-6	6/13/2019	14.9	20.4

Sample ID	Depth (inches bgs)	Sample Date	Arsenic (mg/kg)	Lead (mg/kg)
E1-0-6"	0-6	6/13/2019	15.2	61.5
B5-0-6"	0-6	6/13/2019	16	36.6
S3-0-6"	0-6	4/22/2019	16.2	40.3
F5-0-6"	0-6	6/13/2019	16.5	34.6
G7-0-6"	0-6	6/13/2019	17.1	43.3
H6-0-6"	0-6	6/13/2019	17.6	56.8
E8-0-6"	0-6	6/13/2019	18.5	42.8
D3-0-6"	0-6	6/13/2019	19.5	45.2
B4-0-6"	0-6	6/13/2019	22.2	71.1
E6-0-6"	0-6	6/13/2019	23	42.3
J7-0-6"	0-6	6/13/2019	25	77.3
D6-0-6"	0-6	6/13/2019	25.9	73.2
F7-0-6"	0-6	6/13/2019	26.2	42.1
C6-0-6"	0-6	6/13/2019	27	77.9
E5-0-6"	0-6	6/13/2019	27.1	76
B6-0-6"	0-6	6/13/2019	29.4	194
D7-0-6"	0-6	6/13/2019	32.6	95.7
I6-0-6"	0-6	6/13/2019	32.8	73.1
E7-0-6"	0-6	6/13/2019	34	64.5
C2-0-6"	0-6	6/13/2019	39.6	89.2
F8-0-6"	0-6	6/13/2019	43	93.7
C4-0-6-12"	6-12	6/13/2019	3.36	5.61
B2-6-12"	6-12	6/13/2019	3.95	7.28
C5-6-12 "	6-12	6/13/2019	5.06	10.3
B4-6-12"	6-12	6/13/2019	7.88	16.5
E7-6-12 "	6-12	6/13/2019	9.76	16.8
B1-6-12 "	6-12	6/13/2019	4.14	18.3
G8-6-12 "	6-12	6/13/2019	4.79	21.3
I7-6-12 "	6-12	6/13/2019	7.72	22.7
F4-6-12 "	6-12	6/13/2019	16.2	25.5
E2-6-12 "	6-12	6/13/2019	11.3	26.3
D8-6-12 "	6-12	6/13/2019	10.2	26.9
D4-6-12"	6-12	6/13/2019	8.76	28.1
I56-12 "	6-12	6/13/2019	8.71	29.6
J7-6-12 "	6-12	6/13/2019	26.5	78.2
S1-Duff	Surface	4/22/2019	12.3	32.1
S3-Duff	Surface	4/22/2019	9.36	25.8
S5-Duff	Surface	4/22/2019	7.42	74.9
S7-Duff	Surface	4/22/2019	8.72	56.4
Duff	Surface	6/13/2019	23.6	101
F6-Duff	Surface	01/07/2021	1.75	10.0
E5-Duff	Surface	01/07/2021	4	10.4
I4-Duff	Surface	01/07/2021	2.59	14.7
J6-Duff	Surface	01/07/2021	1.60	7.94
H8-Duff	Surface	01/07/2021	4.43	23.8

Sample ID	Depth (inches bgs)	Sample Date	Arsenic (mg/kg)	Lead (mg/kg)
Additional Soil Sampling				
F8-1-0-6"	0-6"	12/14/2020	2.58	3.88
F8-6-0-6"	0-6"	12/14/2020	8.03	13.3
F8-5-0-6"	0-6"	12/14/2020	9.87	16.6
F8-2-0-6"	0-6"	12/14/2020	10.5	16.7
F8-8-0-6"	0-6"	12/14/2020	11.5	21.8
F8-9-0-6"	0-6"	12/14/2020	10.9	31.1
F8-7-0-6"	0-6"	12/14/2020	22.9	54.1
F8-4-0-6"	0-6"	12/14/2020	21.5	72.1
F8-3-0-6"	0-6"	12/14/2020	9.72	149
F8-2-6-12"	6-12"	12/14/2020	2.73	3.75
F8-1-6-12"	6-12"	12/14/2020	2.12	3.95
F8-7-6-12"	6-12"	12/14/2020	3.9	5.86
F8-6-6-12"	6-12"	12/14/2020	4.92	10.2
F8-8-6-12"	6-12"	12/14/2020	7.24	12.3
F8-9-6-12"	6-12"	12/14/2020	5.09	13.1
F8-5-6-12"	6-12"	12/14/2020	6.35	15.6
F8-4-6-12"	6-12"	12/14/2020	14.2	37.7
F8-3-6-12"	6-12"	12/14/2020	11.2	73.3
F8-1-12-18"	12-18"	12/14/2020	2.37	3.08

Values in **bold** represent concentrations above the MTCA Method A cleanup levels; **bold red** represent concentrations above twice the MTCA Method A cleanup levels.

Confirmational Sampling on the Property

Sample ID	Sample Depth (inches)	Sample Date	Arsenic (mg/kg)
E1-5-0-6"	6"	6/21/2021	3.26
E1-7-0-6"	6"	6/21/2021	7.01
E1-8-0-6"	6"	6/21/2021	8.99
E1-1-0-6"	6"	6/21/2021	10.2
E1-2-0-6"	6"	6/21/2021	12.4
E1-4-0-6"	6"	6/21/2021	12.6
E1-3-0-6"	6"	6/21/2021	14.2
E1-6-0-6"	6"	6/21/2021	15.1
F8-10-0-6"	6"	6/21/2021	9.60
F8-11-0-6"	6"	6/21/2021	12.2
F8-12-0-6"	6"	6/21/2021	7.90
F8-13-0-6"	6"	6/21/2021	5.21
F8-14-0-6"	6"	6/21/2021	5.64
F8-15-0-6"	6"	6/21/2021	6.89
F8-16-0-6"	6"	6/21/2021	6.77
F8-17-0-6"	6"	6/21/2021	9.14

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Enclosure E

Receipt of Soil Disposal

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Special Waste Profile



Disposal Facility: 4178 Roosevelt Regional MSW Landfill WA

Waste Profile #:

Sales Rep #:

I. Generator Information

Generator Name: Edgewood Terrace Estates, LLC

Generator Site Address: 19xx south 304th

City: Federal Way

County: King

State: Washington

Zip: 98003

State ID/Reg No:

State Approval/Waste Code:

NAICS #:

Generator Mailing Address ☒ (if different) 108 west stewart Ave

City: Puyallup

County: Pierce

State: Washington

Zip: 98371

Generator Contact Name: Adam Fredericks

Email: afredericks@rpdevelopment.com

Phone Number: 253-405-8516

Ext:

Fax Number:

II. Billing Information

Bill To: ECOCON, Inc.

Contact Name: Stephen Spencer

Billing Address: PO Box 153

Email: invoices@ecocononline.com

City: Fox Island

State: Washington

Zip: 98333

Phone: 253-238-9270

III. Waste Stream Information

Name of Waste: Arsenic contaminated duff

Process Generating Waste: Development of underdeveloped land in Federal Way, Washington. The parcel has been assessed via ecology guidance 19-09-101. Attached are representative analytical results for the areas segregated for off-site disposal. Time between data sets is due to pending permitting for land clearing and developed of an undeveloped parcel

Type of Waste: Industrial Process Waste

Physical State: Solid

Method of Shipment: Bulk

Estimated Volume: 0

Volume Type: Tons

Frequency: One-time Event (single projec

Disposal Consideration: Landfill

IV. Representative Sample Certification

☐ No Sample Taken

☒ Sample Taken Type of Sample Grab Sample

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent? ☒ Yes ☐ No

Sample Date: 6/13/19 and 6/21/21

Sample ID Numbers or SDS:

E1-Duff, E1-0-6, E2-0-6, F8-0-6, F8-10:0-6, F8-11:0-6, F8-12:0-6, F8-13:0-6, F8-14:0-6, F8-15:0-6, F8-16:0-6, F8-17:0-6

Remember to attach Laboratory Analytical Report (and/or Material Safety Data Sheet) including Chain of Custody and required parameters provided for this profile.

V. Physical Characteristics of Waste

Characteristic Components (must equal 100%):

1.
2.
3.
4.
5.

% By Weight (out of 100% - ranges acceptable):

- | |
|-----|
| 10% |
| 25% |
| 25% |
| 40% |
| |

Color:	Odor (describe):	Does Waste Contain Free Liquids?	% Solids:	pH:	Flash Point:
<input type="text" value="light brown to dark brown"/>	<input type="text" value="None observed"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text" value="100"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/> °F

Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) including Chain of Custody and required parameters provided for this profile.

RCRA Regulatory Questions

1. Does this waste or generating process contain regulated concentrations of the following Pesticides and/ or Herbicides: Chlordane, Endrin, Heptachlor (and its epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.33? ☐ Yes ☒ No
2. Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 ppm) [reference 40 CFR 261.23(a)(5)]? ☐ Yes ☒ No
3. Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761? ☐ Yes ☒ No
4. Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents? ☐ Yes ☒ No
5. Has this waste been delisted under 40 CFR 260.20 and 260.22? If yes, attach the final decision to delist the waste as published in the Federal Register. ☐ Yes ☒ No
6. Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations? If Yes, identify the applicable waste code and specify if the waste is hazardous as defined by Federal, State or both? ☐ Yes ☒ No
7. Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCDD), or any other dioxin as defined in 40 CFR 261.31? ☐ Yes ☒ No
8. Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations? ☐ Yes ☒ No
9. Is this a regulated Radioactive Waste as defined by Federal and/or State regulations? ☐ Yes ☒ No
10. Is this a solid waste that is not a hazardous waste in accordance with 40 CFR 261.4(b)? If yes, please provide the corresponding regulatory citation. ☐ Yes ☒ No

Republic Services Waste Handling Questions

1. Does this waste generate heat or react when contacted with water/moisture? ☐ Yes ☒ No
2. Does the waste contain sulfur or sulfur by-products? ☐ Yes ☒ No
3. Is this waste generated at a State or Federal Superfund cleanup site subject to regulation under CERCLA? ☐ Yes ☒ No
- 4a. Is this waste from a TSD facility, TSD-like facility or consolidator (i.e. multiple wastes/multiple generators)? ☐ Yes ☒ No
- 4b. If yes to the above question, please provide clarification.

VI. Certification

I hereby certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the waste material being offered for disposal and all known or suspected hazards have been disclosed. All Analytical Results/Material Safety Data Sheets submitted are truthful and complete and are representative of the waste.

I further certify that by utilizing this profile, neither myself nor any other employee of the company will deliver for disposal or attempt to deliver for disposal any waste which is classified as toxic waste, hazardous waste or infectious waste, or any other waste material this facility is prohibited from accepting by law. I shall immediately give written notice of any change or condition pertaining to the waste not provided herein. Our company hereby agrees to fully indemnify this disposal facility against any damages resulting from this certification being inaccurate or untrue.

I understand that attaching an electronic signature, I am signing this document, consent to complete this transaction and receive all related communication electronically, and agree this document will be binding as though I had physically signed it. A printout of this document may be accepted with the same authority as the original.

If electronic signature is preferred, please submit completed (unsigned) form to your Special Waste Coordinator or Special Waste Sales Executive to initiate signature process.

I further certify that the company has not altered the form or content of this profile sheet as provided by Republic Services.

Ben Pentecost

Authorized Representative Name
(Printed)

Manager

Title
(Printed)

Edgewood Terrace Estates, LLC

Company Name



Representative Signature

6/23/2021

Date

Third Party Signature Authorization For Special Waste Disposal



Date: **6/2321**

Profile Number:

This Authorization is only valid for 3 years from the above date.

For office use only.

To Whom It May Concern:

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Name of Waste

Arsenic Contaminated Duff

Adam Fredricks

Name of Authorized Agent

Senior Project Manager

Title

RPD

Name of Company

253-405-8516

Telephone Number

The above broker/individual is authorized to act as our authorized agent for the following purposes:

- ☒ Complete and sign Special Waste Profile
- ☐ Complete and sign Special Waste Profile-Recertification
- ☒ Authorize amendments to Special Waste Profile
- ☒ Sign contracts to dispose and/or transport material
- ☒ Sign certifications necessary to comply with landfill requirements
- ☒ Sign manifests to initiate shipment to disposal facilities

I hereby certify that I have the requisite authority to grant agency authority on the behalf of Company to the Authorized Agent identified on this Third Party Signature Authorization form ("Authorization"). Our Authorized Agent will notify Company prior to taking any of the actions authorized above and will provide Company with copies of any documents bearing Company's name.

I understand that by attaching an electronic signature, I am signing this document and Company consents to complete this transaction and receive all related communications electronically, and agrees this document will be binding as though it had been physically signed. A printout of this Authorization may be accepted with the same authority as the original.

Edgewood Terrerace Estates

Name of Company

108 W Stewart, Puyallup WA 98371

Mailing Address

Ben Pentecost

Generator Contact (Print Name)

Manager

Title

A handwritten signature in black ink, appearing to read "Ben Pentecost", written over a horizontal line.

Signature

253-604-7200

Telephone Number



AGENT SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 4178 21 29215

Agent Billing Information

Name: Eco Con
Address: PO Box 153
City: Fox Island
State: WA Zip: 98333
Phone: 253-238-9270 Fax: _____
Contact: Steve Spencer

Republic Waste Location (Company)

Regional Disposal Company
4178 Roosevelt Regional MSW LF WA
500 Roosevelt Grade Road
Roosevelt WA 99356

Project: Edgewood Terrace Estates LLC County and State of Origin: King, WA
Generator Address: 19XX South 304th Federal Way
Additional Information: _____

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Agent agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Agent, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal:**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
Contaminated soil	3 rd and Lander via Landfill	\$55.00 per ton	NA	NA
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Additional Information: *** This profile will expire on June 23, 2022***

Agent shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of N/A Without Prior Approval of Company.

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1) Bill of Lading TB-29215

2) _____

4. **Term of Agreement.** This Agreement is effective for 12 months, commencing 7/15/2021 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE AGENT, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE AGENT IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

AGENT

SIGNATURE (AUTHORIZED REPRESENTATIVE)
Charles McFadden, L.G

NAME AND TITLE (PLEASE PRINT)

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

7/15/21

DATE

DATE

Terms and Conditions of Agent Special Waste Service Agreement

5. The Agreement. This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. Waste Accepted at Facility. Agent represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Agent shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. Special Waste. Agent represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto and which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Agent has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Agent.
8. Rights of Refusal/Rejection. The Agent shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Agent has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles of Waste haulers, including the Agent's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Agent of its responsibilities or liability under this Agreement. The Agent shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Agent to promptly remove the Unacceptable Waste.
9. Limited License to Enter. This Agreement provides Agent with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Agent's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Agent's personnel shall promptly leave the Facility. Under no circumstances shall Agent or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Agent agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Agent's personnel whom Company believes is under the influence of alcohol or other chemical substances. Agent shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. Charges and Payment. Payment shall be made by Agent within thirty (30) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Agent agrees to pay a finance charge equal to the maximum interest rate permitted by law. Agent shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Agent. Agent hereby agrees that the Company's right to receive payments under this Agreement is unconditional and is not conditioned upon Agent first receiving payment from Generator or any other party.
11. Termination. Agent's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Agent materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Agent shall be liable for all costs and damages incurred by the Company.
12. Driver's Knowledge and Authority. Agent represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Agent of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility, of Company's restrictions on deliveries of Special Waste to the Facility of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. Indemnification. Agent shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Agent or Agent's employees, agents, subcontractors or representatives thereof. Agent shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. Insurance. Agent shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

<u>Coverages</u>	<u>Minimum Amounts of Insurance</u>
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Agent being allowed on Facility premises, Agent shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been

procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without thirty (30) days advance written notice to the Company. Agent warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Agent from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Agent's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Agent's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Agent and shall give the Company the right to immediately terminate this Agreement:
- (A) A petition for reorganization or bankruptcy filed by or against the Agent.
 - (B) Failure by Agent to pay any amounts due to Company.
 - (C) Any breach by Agent of any of its obligations pursuant to the Agreement.

Agent shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.

17. **Assignment.** Agent may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Agent and Agent's personnel in the event of breach or violation by Agent of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Agent has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Agent and/or Generator which may affect the acceptability of the Waste by the Company. Further, the Agent shall comply with all Company requests for evidence of Agent's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Agent's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Agent's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Agent shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Agent or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Agent which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Agent represents, warrants and covenants that it is and during the term of this Agreement, will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Agent. It is the further understanding and agreement of the parties that Agent is an authorized representative of Generator.

21. Notices. All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Agent at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. Liquidated Damages. In the event that this Agreement is terminated by the Agent in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Agent, the Agent shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Agent's most recent monthly charge multiplied by six (6). The Agent shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Agent acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Agent. This liquidated damages clause in no way relieves the Agent from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

AGENT:  REPUBLIC SERVICE/COMPANY: May 2009

Reminder
No side dumps

Certification No. TB-29215
Billing Acct. No. 16472
Product Code VG

BILL OF LADING

Contaminated Soil

REGIONAL DISPOSAL COMPANY

54 S. Dawson Street

Seattle, WA 98134

Telephone: (206) 332-7700 / Fax: (206) 332-7600

This Bill of Lading augments the Master Service Agreement ("Agreement") entered into by ECO Con
(Generator/Agent) and Regional Disposal Company ("RDC") on 7/15/2021 (date). The terms herein are made a
part of the Agreement. In the event of conflict between this Bill of Lading and the Agreement, the terms of the
Agreement prevail.

RDC hereby authorizes the Wastes ("Waste") described in Certification No. Tb-29215 signed by Generator/Agent
on 7/15/2021 (date), for disposal at Roosevelt Regional Landfill. Contractor shall present a copy of this Bill of
Lading with each shipment delivered.

Location of Waste: 19XX South 304th Federal Way

Method of Shipment: _____

Additional Fees (e.g., laboratory fees, transportation fees, special handling fees, etc. If none, so state):

PERFORMANCE DATE

FOR RDC TRANSPORTATION: Generator shall make the Waste available for shipment no later than
_____ (date). RDC shall transport the Waste no later than _____ (date), unless RDC notifies the
Generator in writing that Waste transport shall be suspended or canceled due to RDC's exercise of its right to inspect or
analyze the Waste (as provided in the Agreement).

FOR GENERATOR TRANSPORTATION: Agent shall begin delivery of the Waste at [check one]:

☐ Roosevelt Regional Landfill.

☒ Seattle Transfer Station located at Third and Lander.
2733 3rd Ave S Seattle

Waste delivery shall begin no later than 7/15/2021 (date), and shall complete delivery of the Waste no later than
6/23/2022 (date), unless RDC notifies Generator/Agent in writing to suspend or cancel the waste delivery due to
RDC's exercise of its right to inspect or analyze the Waste (As provided in the Agreement).

GENERATOR/ AGENT

Charles McFadden

Signature

Charles McFadden, L.G

Printed Name and Title

7/15/21

Date

REGIONAL DISPOSAL COMPANY

Signature

Printed Name and Title

Date