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STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

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May 10, 2022

Scott Rose, L.H.G.  
Senior Hydrogeologist  
Associated Environmental Group, LLC  
2633 Parkmont Ln SW, Ste A  
Olympia, WA 98502-5751  
[srose@aegwa.com](mailto:srose@aegwa.com)

**Re: Comments on Financial Assurances Cost Estimate**

- **Site Name:** Olympia Dry Cleaners
- **Site Address:** 606 E Union Ave SE, Olympia, Thurston County, WA 98501
- **Facility/Site ID:** 1446
- **Cleanup Site ID:** 4722
- **Consent Decree No.:** 14-2-02104-3 (Ecology Docket DE 10908)

Dear Scott Rose:

As previously communicated via email,<sup>1</sup> the Department of Ecology (Ecology) has reviewed the financial assurance proposal and request for change in seep and groundwater monitoring frequency (proposal) that was submitted by Steve Marshall.<sup>2</sup> **Ecology does not accept this proposal.** This letter reiterates those comments already made in Ecology's email:

**1. Financial assurance requirements:**

- a. Section XXI of the 2014 Consent Decree 14-2-02104-3 for the Olympia Dry Cleaners site references [WAC 173-340-440\(11\)](#) which requires "sufficient and adequate financial assurance to cover the estimated costs associated with the operation and maintenance of the remedial action at the Site...". The proposed total financial assurance funds amount of \$100,000 is not adequate to meet the estimated costs for the operation and maintenance (O&M) of the remedial action.

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<sup>1</sup> Re: Financial Assurance Proposal. Email from Steve Teel, Ecology, to Steve Marshall, February 24, 2022.

<sup>2</sup> Financial Assurance Proposal. Email from Steve Marshall to Steve Teel, Ecology, February 14, 2022.

The previous cost estimate, dated February 26, 2020, showed a grand total of \$248,291.<sup>3</sup> However, as pointed out in Ecology's November 2019 and February 2021 letters (Ecology 2019, 2021), cost estimates need to include a contingency factor (20% is the standard industry practice unless you can justify otherwise) and sales tax where appropriate.<sup>4</sup>

- b. As previously communicated via email,<sup>5</sup> the Ecology has reviewed the revised financial assurance spreadsheet that was submitted on March 25, 2022,<sup>6</sup> and has the following comments:
  - i. Ecology agrees with your proposal to base the financial assurance estimate on a 25 year timeframe instead of 30 years. Please note that this is a Site-specific decision and that the actual monitoring time will depend on the duration of the Consent Decree.
  - ii. Please revise the spreadsheet to show groundwater monitoring well and seep monitoring events using the current 15 month frequency for the entire 25 year duration. Starting with the next monitoring event, in November 2022, this will result in 21 total monitoring events instead of the total of 8 events in the current spreadsheet. In the event that the monitoring schedule is reduced in the future, the financial assurance estimate may be adjusted accordingly during the next annual review as described in Section XXI of the Consent Decree.
  - iii. Contingency Amount: Ecology agrees to consider your Site-specific justification for the use of a contingency amount less than 20%. Following review of the revised spreadsheet, Ecology will determine the acceptable contingency amount.
- c. Thank you for submitting the revised spreadsheet on April 19, 2021.<sup>7</sup> Ecology has the following comments on this spreadsheet:
  - i. Thank you for incorporating above comment 1.b.ii in the spreadsheet to show 21 monitoring events.
  - ii. Contingency Amount: After reviewing the document, Ecology has determined that the proposed \$5,000 contingency is not sufficient. This contingency amount is about 3%. In accordance with standard industry practices, 10-20% of the total cost of operations and maintenance activities are calculated on the final cost to account for contingencies and unforeseen expenses. This industry standard is recommended by RSMeans, one of the lead construction estimating database companies. But Ecology is willing to allow a \$10,000 contingency which is just over 6%.

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<sup>3</sup> Olympia Dry Cleaners – DRAFT Financial Assurance Table. Email from Scott Rose, AEG, to Steve Teel, Ecology, February 26, 2020.

<sup>4</sup> Ecology, 2019, *Deadlines for Overdue Tasks and Deliverables*, Olympia Dry Cleaners Site, November 1; and, Ecology, 2021, *Comments on Financial Assurances Cost Estimate*, Olympia Dry Cleaners Site, February 16.

<sup>5</sup> Re: Olympia Dry Cleaners – New Socks, Financial Assurance, & Revised Covenant. Email from Steve Teel, Ecology, to Steve Marshall, April 4, 2022.

<sup>6</sup> Olympia Dry Cleaners – New Socks, Financial Assurance, & Revised Covenant. Email from Scott Rose, AEG, to Steve Teel, Ecology, March 25, 2022.

<sup>7</sup> Re: Olympia Dry Cleaners – New Socks, Financial Assurance, & Revised Covenant. Email from Scott Rose, AEG, to Steve Teel, Ecology, April 19, 2022.

iii. As was discussed with your consultant, Scott Rose, AEG, on April 21, 2022, the institutional controls will require the task of sampling the artesian well that is supplying water to the building on a 5-year frequency if this well is to remain in service. Decommissioning of the artesian supply well shall be necessary if the well will no longer be in use. This task shall also be added to the cost estimate.

**iv. Please provide a revised cost estimate by 14 days from the date of this letter.**

- d. Please provide details about the separate account. [WAC 173-340-440\(11\)\(a\)](#) lists the financial assurance mechanisms available, such as a trust fund. This account should be setup as a trust fund to restrict the use of the funds to only O&M at the Olympia Dry Cleaners Site. This protects the funds from being inadvertently used for other things or swept in emergency situations. For the trust fund, the trustee must be legally allowed to serve as a trustee in Washington State.

Please see the attached trust fund agreement template. State and National banks frequently have trust departments that can serve in this role as well. Joanna Richards, Ecology's Financial Assurance Officer, is aware of at least two individuals operating as sole proprietors who serve as trustees for multiple MTCA sites. If you need assistance finding a trustee, please let us know and we can provide help with contact information.

**2. Monitoring Frequency:** Ecology does not agree with the proposal's request to discontinue seep monitoring, reduce the number of groundwater monitoring wells sampled from three wells to only one well, and reduce the monitoring frequency to 30 months, for the following reasons:

- a. **Need for Seep Treatment and Monitoring:** Seep monitoring requirements are described in Sections 3.2 and 3.4 of the Compliance Monitoring Plan (CMP, Floyd|Snider, 2016a).<sup>8</sup> In particular, Section 3.4, Contingency Actions, states that should a new or existing seep emerge and contain contaminants of concern at concentrations greater than the surface water cleanup levels shown in Table 1.1 of the CMP, then a permanent form of treatment, such as granular activated carbon or activated persulfate may be necessary before discharge if the following conditions are met:
- i. Measureable concentrations of Site contaminants of concern are present at concentrations greater than the cleanup levels during two consecutive sampling events and the average concentration of the seep is greater than the cleanup levels.
  - ii. The seep expresses itself at the surface and is discharging to surface waters via the City of Olympia stormwater system or other conveyance method.

As stated in the Second Quarter 2016 Groundwater Compliance Monitoring Report (Floyd/Snider, 2016b), the seep water sample collected from the curb line on June 9, 2016, confirmed that tetrachloroethylene (PCE) and vinyl chloride were present at concentrations greater than their respective cleanup levels.<sup>9</sup> Therefore, per the CMP, contingency actions were evaluated.

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<sup>8</sup> Floyd|Snider, 2016a, *Compliance Monitoring Plan, Former Olympia Dry Cleaners Site*, January.

<sup>9</sup> Floyd|Snider, 2016b, *Second Quarter 2016 Groundwater Compliance Monitoring Report, Former Olympia Dry Cleaners Site*, August 10.

A passive treatment option (activated carbon filter sock) was considered by the consultant (Floyd|Snider) to be the best available option. Ecology agreed with this approach and the sock was installed on September 29, 2016.

The Second Quarter 2016 Groundwater Compliance Monitoring Report also stated that “if the filter sock is not effective in treating the seep water, and if seep water quality does not improve in the next 6 months, then more aggressive treatment or sealing options will be evaluated in consultation with Ecology and the City.” Due to problems with ineffective treatment (contaminant breakthrough), a second treatment sock needed to be added in-line in 2017.

Since 2017, TCE seep concentrations (prior to activated carbon filter sock treatment) have declined to below surface water cleanup levels but vinyl chloride concentrations remain above cleanup levels and have been on a steeply increasing trend in 2021. The December 2021 vinyl chloride seep concentration (8.1 micrograms per liter [µg/L]) is the highest observed value since October 2017 (AEG, 2021a).<sup>10</sup> Post-treatment seep concentrations have also continued to steadily increase since December 2020.

The December 2021 result (2.3 µg/L) is nearly equal to the surface water cleanup level of 2.4 µg/L (AEG, 2021a). The site was visited on February 21, 2022, to observe the condition of the treatment socks. As shown in Figures 1 and 2, the socks were observed to be in extremely poor condition (ripped and the granular activated carbon is spilled out).

Therefore, Ecology required that both socks be repaired and/or replaced, both due to their poor condition.<sup>11</sup> On March 25, 2022, Ecology was notified that the socks had been replaced.<sup>12</sup> **Thank you for replacing them.**

- b. Seep Monitoring Point of Compliance:** The proposal incorrectly states that the point of compliance for the seep is “where it discharges into the catch basin located at the corner of Cherry Street SE and 10<sup>th</sup> Avenue SE.” The seep monitoring approach in the CMP, and since treatment sock installation, has been to sample before (pre-treatment) and at the exit point from the filter sock (post-treatment).

As stated in Ecology’s March 8, 2017, letter (Ecology, 2017): “We agree that sampling of the French drain [catch basin] may be discontinued as long as seep samples are being collected.”<sup>13</sup> Post-treatment samples are needed to verify that the socks are effectively treating Site contaminants. However, the catch basin is not an acceptable point of compliance because is located too far away to verify if the treatment socks are effectively treating the seep to below cleanup levels.

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<sup>10</sup> AEG, 2021a, *December 2021 Seep Monitoring Report*, January 3.

<sup>11</sup> *Re: Financial Assurance Proposal*. Email from Steve Teel, Ecology, to Steve Marshall, February 24, 2022.

<sup>12</sup> *Olympia Dry Cleaners – New Socks, Financial Assurance, & Revised Covenant*. Email from Scott Rose, AEG, to Steve Teel, Ecology, March 25, 2022.

<sup>13</sup> Ecology, 2017, *Ecology Comments on the 2016 Annual Summary Report for Groundwater Compliance Monitoring, prepared by Floyd|Snider*, dated February 13, 2017, Olympia Dry Cleaners Site, 606 E. Union Avenue, Olympia, Washington, March 8.

Allowing contaminated water to flow approximately 100 feet down a public street is not an acceptable form of treatment. Also, this allows for a complete exposure pathway to soil and groundwater beneath the pavement as well as terrestrial ecological receptors and humans in the public right-of-way.

**c. Monitoring Frequency and Locations:**

- i. **Seep:** There are two required seep sampling locations: pre-treatment by the granular activated carbon filter sock (SEEP location), and at the exit point from the filter sock (SEEP-POST). Currently, Ecology is requiring semi-annual seep monitoring from the SEEP and SEEP-POST locations (Ecology, 2020a).<sup>14</sup> Ecology is willing to consider a reduction in seep monitoring at these locations to a 15-month frequency. However, Ecology will not approve a reduction in seep monitoring frequency until after the seep socks are repaired, the GAC media is replaced, and documentation of this has been submitted to Ecology.<sup>15</sup>
- ii. **Since the socks were replaced and documentation was provided to Ecology,<sup>16</sup> a reduction in seep monitoring to a 15-month frequency is now approved.**
- iii. **Groundwater:** The CMP required that the groundwater monitoring network include five wells (MW-6, MW-09, MW-11, MW-13, and MW-14). Ecology agreed that beginning with the June 2020 sampling event, no further groundwater sampling would be needed from MW-06 or MW-13 but that these wells shall continue to be used for the collection of water-level data during each groundwater sampling event (Ecology 2020b).<sup>17</sup> Ecology also stated that should Site conditions change or be altered; Ecology may request additional sampling locations. **Ecology does not agree to any further reductions in the groundwater monitoring and sampling network at this time. The current monitoring and sampling network is the minimum that is needed to monitor the status of the contaminated groundwater plume at the site.**

Regarding groundwater sample frequency, Ecology approved a reduction from semi-annual to 15 month frequency in August 2020 (Ecology, 2020a). Since then, only one groundwater monitoring event has been performed (September 2021) and the concentrations of vinyl chloride in well MW-09 increased relative to the previous sampling event in June 2020 (AEG, 2021b).<sup>18</sup> Additional groundwater sample data needs to be obtained and evaluated before Ecology can consider further frequency reductions. **Therefore, Ecology does not agree to any further reductions in the groundwater sampling frequency at this time.**

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<sup>14</sup> Ecology, 2020a, *Conditional Approval to Reduce Groundwater and Seep Monitoring Frequency, Olympia Dry Cleaners Site*, August 18.

<sup>15</sup> *Re: Financial Assurance Proposal*. Email from Steve Teel, Ecology, to Steve Marshall, February 24, 2022.

<sup>16</sup> *Olympia Dry Cleaners – New Socks, Financial Assurance, & Revised Covenant*. Email from Scott Rose, AEG, to Steve Teel, Ecology, March 25, 2022.

<sup>17</sup> Ecology, 2020b, *Groundwater and Seep Monitoring Frequency, Olympia Dry Cleaners Site*, June 2.

<sup>18</sup> AEG, 2021b, *September 2021 Groundwater and Seep Monitoring Report*, September 30.

If you have any questions please contact me at (360) 407-6247 or [steve.teel@ecy.wa.gov](mailto:steve.teel@ecy.wa.gov).

Sincerely,

A handwritten signature in blue ink that reads "SSTeel".

Steve Teel, LHG  
Toxics Cleanup Program  
Southwest Regional Office

SST/tam

Enclosures (2): A – Figures  
B – Trust Fund Agreement Template

cc by email: Greg Burleson, [burlesix@comcast.net](mailto:burlesix@comcast.net)  
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Joanna Richards, Ecology, [joanna.richards@ecy.wa.gov](mailto:joanna.richards@ecy.wa.gov)  
Ecology Site File

# Enclosure A

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Figures

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**Figure 1**

View of seep socks and seep, looking north along east side of Cherry Street. Note poor condition of seep socks and extensive ponded water prior to discharge into the catch basin at the end of the street.



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**Figure 2**

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Close-up view of in-line granular activated carbon (GAC) seep treatment filter socks. Note the ripped and torn condition and spillage of the black GAC adsorption media.



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## **Enclosure B**

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Trust Fund Agreement Template

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**WASHINGTON STATE MTCA CLEANUP SITE  
TRUST AGREEMENT**

Trust Agreement, the "Agreement," entered into as of:

(effective date of the agreement)

by and between the "Grantor":

Name of owner or operator	
State of incorporation/organization	
Entity type (corporation, limited liability company, partnership, etc.)	

and the "Trustee":

Name of Corporate Trustee	
If a state bank, incorporated in the State of (enter N/A if a national bank)	
If overseen nationally, enter "a national bank" (enter N/A if a state bank)	

Whereas, the Washington Department of Ecology, (hereinafter called Ecology), has established certain regulations applicable to the Grantor, requiring that an owner or operator of a MTCA cleanup site shall provide assurances that funds will be available when needed for long-term maintenance and operation of engineered and/or institutional controls,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

**Section 1. Definitions.** As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

**Section 2. Identification of Facilities and Cost Estimates.** This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

**Section 3. Establishment of Fund.** The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of Ecology. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by Ecology.

**Section 4. Payment for MTCA Cleanup.** The Trustee shall make payments from the Fund as the Ecology Director or their designee shall direct, in writing, to provide for the payment of the costs of MTCA cleanup of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Ecology Director or their designee from the Fund for MTCA cleanup expenditures in such amounts as the Ecology Director or designee shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Ecology Director or their designee specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

**Section 5. Payments Comprising the Fund.** Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

**Section 6. Trustee Management.** The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

(a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.



**Section 7. *Commingling and Investment.*** The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 *et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

**Section 8. *Express Powers of Trustee.*** Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

**Section 9. *Taxes and Expenses.*** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this

Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

**Section 10. Annual Valuation.** The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Ecology Director or their designee a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the Ecology Director or their designee shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

**Section 11. Advice of Counsel.** The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Section 12. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

**Section 13. Successor Trustee.** The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the Ecology Director or their designee, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

**Section 14. Instructions to the Trustee.** All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the Ecology to the Trustee shall be in writing, signed by the Ecology Director or their designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or Ecology hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Ecology, except as provided for herein.

**Section 15. Notice of Nonpayment.** The Trustee shall notify the Grantor and the Ecology Director or their designee, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment

**Section 16. Amendment of Agreement.** This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Ecology Director or their designee, or by the Trustee and the Ecology Director or their designee if the Grantor ceases to exist.

**Section 17. Irrevocability and Termination.** Subject to the right of the parties to amend this Agreement as provided in Section 15, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Ecology Director or their designee or by the Trustee and the Ecology, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

**Section 18. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Ecology Director or their designee issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**Section 19. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the State of Washington.

**Section 20. Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written:

Grantor:

Signature of Grantor

Title

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Attest:

Signature

Title

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Trustee:

Signature of Trustee

Title

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Attest:

Signature

Title

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Grantor Acknowledgement:

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

My appointment expires: \_\_\_\_\_

[Seal]

**SCHEDULE A**  
**IDENTIFICATION OF FACILITIES**

EPA ID Number or other Site ID Number \_\_\_\_\_

Facility Name \_\_\_\_\_

Facility Address \_\_\_\_\_

MTCA Cost Estimate \$ \_\_\_\_\_

EPA ID Number or other Site ID Number \_\_\_\_\_

Facility Name \_\_\_\_\_

Facility Address \_\_\_\_\_

MTCA Cost Estimate \$ \_\_\_\_\_

EPA ID Number or other Site ID Number \_\_\_\_\_

Facility Name \_\_\_\_\_

Facility Address \_\_\_\_\_

MTCA Cost Estimate \$ \_\_\_\_\_

EPA ID Number or other Site ID Number \_\_\_\_\_

Facility Name \_\_\_\_\_

Facility Address \_\_\_\_\_

MTCA Cost Estimate \$ \_\_\_\_\_

EPA ID Number or other Site ID Number \_\_\_\_\_

Facility Name \_\_\_\_\_

Facility Address \_\_\_\_\_

MTCA Cost Estimate \$ \_\_\_\_\_

**SCHEDULE B**

**IDENTIFICATION OF TRUST PROPERTY**

The property or funds used to initially fund the trust is/are:

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## EXHIBIT A

### INSTRUCTIONS TO THE TRUSTEE

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by the following persons:

Name of authorized person

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Title

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Name of authorized person

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Title

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Name of authorized person

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Title

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Name of authorized person

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Title

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Name of authorized person

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