

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

In the Matter of Remedial Action by:

AGREED ORDER

Albatross Estates, LLC

No. DE 21135

TO: Rodger May
Albatross Estates, LLC.
4317 South 188th Street
SeaTac, WA 98188

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I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology), and Albatross Estates, LLC under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires Albatross Estates, LLC to develop a Data Summary Report, Remedial Investigation (RI), Feasibility Study (FS) (collectively RI/FS), and preliminary DCAP for a portion of the Former DuPont Works Site planned for redevelopment. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each Party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such Party to comply with this Order. Albatross Estates, LLC agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter Albatross Estates' responsibility under this Order. Albatross Estates shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this

Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in RCW 70A.305 and WAC 173-340 shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as the Former DuPont Works Site—and is located in southwestern Pierce County, within the city of DuPont, Washington as shown in the Site Location (Exhibit A). The Site is being addressed under Consent Decree No. 91-2-017031 and Consent Decree No. 03-2-10484-7. The Site constitutes a facility under RCW 70A.305.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

B. Remedial Action Area: A portion of the Site will be the subject of additional remedial actions under this Order. That area is generally located as shown in the Remedial Action Area Location Diagram (Exhibit B).

C. Parties: Refers to the State of Washington, Department of Ecology and Albatross Estates, LLC.

D. Potentially Liable Persons (PLPs): Refers to Albatross Estates, LLC, the Weyerhaeuser Company, and the DuPont Company.

E. Subject PLP: Refers to the PLP subject to this Order—Albatross Estates, LLC.

F. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order.

All exhibits are integral and enforceable parts of this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by Albatross Estates, LLC:

A. The Site location is depicted in Exhibit A. In 1906, E.I. duPont de Nemours and Company (DuPont Company) acquired the Site and adjacent properties for the construction of an explosives plant and a nearby company town known as the Village of DuPont. **DuPont Company** manufactured explosives at the Site from 1906 until the mid-1970s, when it sold the property and adjacent properties to the Weyerhaeuser Company. DuPont Company operations and decommissioning of the manufacturing plant resulted in the accumulation of hazardous substances in soil Site-wide and in groundwater. Weyerhaeuser Company and DuPont Company subsequently cleaned up the Site under Ecology oversight as outlined below. In 2020, a portion of the Site was sold to Albatross Estates, LLC.

B. Actions taken at the Site subsequent to the manufacturing shutdown in 1976 include the following:

- In 1985, studies were conducted to determine whether hazardous substances were present.

- In 1986, a Phase I Site Survey and Review was performed to identify areas of environmental concern on Site.

- In 1986, soil contamination was documented and reported Ecology.

- In 1987, a Phase II Site Characterization study was performed.

- In 1989, a Baseline Human Health Risk Assessment (RA) was conducted.

- In 1991, Weyerhaeuser and DuPont (the "Companies") signed a Consent Decree (No. 91 2 01703 1) with Ecology, in which they agreed to study the Site and complete an RI, RA, and FS.

- In 1994 and 1995, Draft RI, RA, and FS reports were submitted to Ecology.

- In 1996, Ecology approved a Cleanup Action Plan (CAP) for the northern portion of the Site to the north of Sequelitchew Creek (Parcel 2).

- In 1997, Parcel 2 was deleted from the Consent Decree, and a deed requiring institutional controls to maintain the industrial use of the parcel was recorded in the Pierce County Auditor's office.

- Between 1990 and 2002, while studies and negotiations were ongoing, the Companies undertook interim source removal actions to cleanup soil and/or debris at the Site, in accordance with MTCA and the Consent Decree.

- In 2003, to fulfill the provisions of the Consent Decree, final RI, RA, and FS reports were prepared and submitted to Ecology for approval.

- In 2003, the Companies completed the detailed design and implementation of the remedial measures selected by Ecology in the CAP (Ecology, 2003). This decision was captured in a new Consent Decree (No. 03 2 10484 7), which was agreed to by the Companies and Ecology and was entered by the Court on August 15, 2003.

- In 2006, Weyerhaeuser filed a restrictive covenant requiring that property within the Site may be used only for commercial use, and the covenant was recorded by the Pierce County Assessor's Office on November 1, 2006.

- In 2007, the Companies completed the remedial measures selected by Ecology in the CAP (Ecology, 2003).

- Ecology, by letter dated April 26, 2007, confirmed completion of all active cleanup elements under the 2003 Consent Decree.

- In 2016, Ecology removed the Site from the Hazardous Sites List. Property within the Site are subject to a restrictive covenant, and the Site will be reviewed every 5 years by Ecology in periodic reviews.

C. The Remedial Action Area contains 193 locations, averaging 75 feet by 75 feet in size, that contain arsenic, lead and/or explosives components in concentrations that exceed

MTCA residential/unrestricted land use cleanup levels. Albatross Estates, LLC plans to remediate these areas to concentrations of the contaminants of concern (COCs) that meet, or are lower than, either the published MTCA cleanup levels or other appropriate standards for residential/unrestricted land use.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by Albatross Estates, LLC.

A. Albatross Estates, LLC is an “owner or operator” as defined in RCW 70A.305.020(22) of a “facility” as defined in RCW 70A.305.020(8). Albatross Estates, LLC is the current owner of property within the Site.

B. Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70A.305.020(32), (13), respectively, has occurred at the Site.

C. Based upon credible evidence, Ecology issued a PLP status letter to Albatross Estates, LLC dated May 25, 2022, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. By letter dated June 16, 2022, Albatross voluntarily waived its rights to notice and comment and accepted Ecology’s determination that Albatross Estates is a PLP under RCW 70A.305.040.

D. Pursuant to RCW 70A.305.030(1), .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that Albatross Estates, LLC take the following remedial actions at the Site. These remedial actions must be conducted in accordance with WAC 173-340.

A. Albatross Estates, LLC will develop a Data Summary Report, RI/FS, and preliminary Draft CAP (DCAP) for the Remedial Action Area in accordance with the schedule and terms of the Scope of Work and Schedule (Exhibit C) and all other requirements of this Order. The following naming conventions shall be used for documents submitted to Ecology: Agency Review Draft (designation for the first time Ecology receives a document); Public Review Draft (designates a document ready for public comment); Final (designation for a document after public comment and Ecology approval); and the preliminary Draft Cleanup Action Plan (designation for the Subject PLP's version of the DCAP).

B. If Albatross Estates, LLC learns of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in any media, Albatross Estates, LLC, within seven (7) days of learning of the

change in condition, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions.

C. Albatross Estates, LLC shall submit to Ecology written quarterly Progress Reports that describe the actions taken during the previous quarter to implement the requirements of this Order. All Progress Reports shall be submitted by the tenth (10th) day of the month in which they are due after the effective date of this Order. Unless otherwise specified by Ecology, Progress Reports and any other documents submitted pursuant to this Order shall be sent by certified mail, return receipt requested, to Ecology's project coordinator. The Progress Reports shall include the following:

1. A list of on-Site activities that have taken place during the quarter.
2. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.
3. Description of all deviations from the Scope of Work and Schedule (Exhibit C) during the current quarter and any planned deviations in the upcoming quarter.
4. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.

5. All raw data (including laboratory analyses) received during the previous quarter (if not previously submitted to Ecology), together with a detailed description of the underlying samples collected.

6. A list of deliverables for the upcoming quarter.

D. All plans or other deliverables submitted by Albatross Estates, LLC for Ecology's review and approval under the Scope of Work and Schedule (Exhibit C) shall, upon Ecology's approval, become integral and enforceable parts of this Order. Albatross Estates, LLC shall take any action required by such deliverable.

E. Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a CAP. Any Party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, Albatross Estates, LLC shall prepare and submit to Ecology an Interim Action Work Plan, including a Scope of Work and Schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). Albatross Estates, LLC shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an

integral and enforceable part of this Order, and Albatross Estates, LLC is required to conduct the interim action in accordance with the approved Interim Action Work Plan. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action itself.

Any Party may propose an additional interim action under this Order. If the Parties are in agreement concerning the additional interim action, the Albatross Estates, LLC shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The Albatross Estates, LLC shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and Albatross Estates, LLC is required to conduct the interim action in accordance with the approved Interim Action Work Plan. Ecology reserves its authority to require additional interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action(s) itself.

F. If Ecology determines that Albatross Estates, LLC has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Albatross Estates, LLC, perform any or all portions of the remedial action or at Ecology's discretion allow the Albatross Estates, LLC opportunity to correct. In an emergency, Ecology is not required to provide notice to Albatross Estates, LLC or an opportunity for dispute

resolution. Albatross Estates, LLC shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Payment of Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).

G. Except where necessary to abate an emergency situation or where required by law, Albatross Estates, LLC shall not perform any remedial actions at the Site outside those remedial actions required by this Order to address the contamination that is the subject of this Order, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section VIII.J. (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, Albatross Estates, LLC must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

VIII. TERMS AND CONDITIONS

A. Payment of Remedial Action Costs

Albatross Estates, LLC shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Ecology has accumulated \$3,807.12 in remedial action costs related to

this Site as of June 30, 2022. For all Ecology costs incurred, Albatross Estates, LLC shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

B. Designated Project Coordinators

The project coordinator for Ecology is:

Andrew Smith
PO Box 47775
Lacey, WA 98504-7775
360-485-3987
andrew.smith@ecy.wa.gov

The project coordinator for Albatross Estates, LLC is:

Kimberly Seely
Coastline Law Group PLLC
4015 Ruston Way, Suite 200
Tacoma, WA 98402
253-203-6820 direct line
kseely@coastlinelaw.com

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and Albatross Estates, LLC, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any Party may change its respective project coordinator. Written notification shall be given to the other Party at least ten (10) calendar days prior to the change.

C. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

Albatross Estates, LLC shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s), subcontractor(s), and other key personnel to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that Albatross Estates, LLC either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing Albatross Estates, LLC's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Albatross Estates, LLC. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Albatross Estates, LLC unless an emergency prevents such notice. All persons

who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

Albatross Estates, LLC shall make best efforts to secure access rights for those properties within the Site not owned or controlled by Albatross Estates, LLC where remedial activities or investigations will be performed pursuant to this Order. As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Albatross Estates, LLC would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If, within 120 days after the effective date of this Order, Albatross Estates, LLC is unable to accomplish what is required through "best efforts," they shall notify Ecology, and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist Albatross Estates, LLC, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from Albatross Estates, LLC for all costs, including cost of attorneys' time, incurred by Ecology in obtaining such access or agreements to restrict land, water, or other resource use.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, Albatross Estates, LLC shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf

available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, Albatross Estates, LLC shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Albatross Estates, LLC pursuant to implementation of this Order. Albatross Estates, LLC shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Albatross Estates, LLC and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.D (Access), Ecology shall notify Albatross Estates, LLC prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

F. Public Participation

RCW 70A.305.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing this public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or

considerations which indicate to Ecology that this Order is inadequate or improper in any respect. Ecology shall maintain the responsibility for public participation at the Site. However, Albatross Estates, LLC shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify Albatross Estates, LLC prior to the issuance of all press releases and fact sheets related to the Site, and before meetings related to the Site with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by Albatross Estates, LLC that do not receive prior Ecology approval, Albatross Estates, LLC shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

4. When requested by Ecology, arrange and maintain a repository to be located at:

a. **DuPont Pierce County Library**

1540 Wilmington Drive

Dupont WA 98327

253-548-3326

b. **Ecology's Southwest Region Office**

300 Desmond Drive SE

Lacey, WA 98503

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Southwest Region Office in Lacey, Washington.

G. Access to Information

Albatross Estates, LLC shall provide to Ecology, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Albatross Estates, LLC's possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of

custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the work. Albatross Estates, LLC shall also make available to Ecology, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the work.

Nothing in this Order is intended to waive any right Albatross Estates, LLC may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If Albatross Estates, LLC withholds any requested Records based on an assertion of privilege, Albatross Estates, LLC shall provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged, including: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, biological, or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Order.

Notwithstanding any provision of this Order, Ecology retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under any other applicable statutes or regulations.

H. Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of the work performed pursuant to this Order, Albatross Estates, LLC shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors.

I. Resolution of Disputes

1. In the event that Albatross Estates, LLC elects to invoke dispute resolution Albatross Estates, LLC must utilize the procedure set forth below.

a. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), Albatross Estates, LLC has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The Parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those fourteen (14) calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the

dispute; the Albatross Estates, LLC position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

c. Albatross Estates, LLC may then request regional management review of the dispute. Albatross Estates, LLC must submit this request (Formal Dispute Notice) in writing to the Southwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; Albatross Estates, LLC's position with respect to the dispute; and the information relied upon to support its position.

d. The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII.I (Work to be Performed) or initiating enforcement under Section X (Enforcement).

J. Extension of Schedule

1. Albatross Estates, LLC request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended.
- b. The length of the extension sought.
- c. The reason(s) for the extension.
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on Albatross Estates, LLC to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a

timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

- a. Circumstances beyond the reasonable control and despite the due diligence of Albatross Estates, LLC including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Albatross Estates, LLC.
- b. A shelter in place or work stoppage mandated by state or local government order due to public health and safety emergencies.
- c. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.
- d. Endangerment as described in Section VIII.K (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Albatross Estates, LLC.

3. Ecology shall act upon any Albatross Estates, LLC written request for extension in a timely fashion. Ecology shall give Albatross Estates, LLC written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial

change, it shall not be necessary to amend this Order pursuant to Section VIII.J (Amendment of Order) when a schedule extension is granted.

4. At Albatross Estates, LLC's request, an extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of one of the following:

- a. Delays in the issuance of a necessary permit which was applied for in a timely manner.
- b. Other circumstances deemed exceptional or extraordinary by Ecology.
- c. Endangerment as described in Section VIII.K (Endangerment).

K. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII.L (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and Albatross Estates, LLC. Ecology

will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment.

When requesting a change to the Order, Albatross Estates, LLC shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Order must be formally amended. Reasons for the disapproval of a proposed change to this Order shall be stated in writing. If Ecology does not agree to a proposed change, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.H (Resolution of Disputes).

L. Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct Albatross Estates, LLC to cease such activities for such period of time as it deems necessary to abate the danger. Albatross Estates, LLC shall immediately comply with such direction.

In the event Albatross Estates, LLC determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, Albatross Estates, LLC may cease such activities. Albatross Estates, LLC shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction,

Albatross Estates, LLC shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Albatross Estates, LLC's cessation of activities, it may direct Albatross Estates, LLC to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, Albatross Estates, LLC's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.I (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

M. Reservation of Rights

This Order is not a settlement under RCW 70A.305. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against Albatross Estates, LLC to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Albatross Estates, LLC regarding remedial actions required by this Order, provided Albatross Estates, LLC complies with this Order.

Ecology nevertheless reserves its rights under RCW 70A.305, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health or the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, Albatross Estates, LLC does not admit to any liability for the Site. Although Albatross Estates, LLC is committing to conducting the work required by this Order under the terms of this Order, Albatross Estates, LLC expressly reserves all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

N. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Albatross Estates, LLC without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to Albatross Estates, LLCs transfer of any interest in all or any portion of the Site, and during the effective period of this Order, Albatross Estates, LLC shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said

interest; and, at least thirty (30) days prior to any transfer, Albatross Estates, LLC shall notify Ecology of said transfer. Upon transfer of any interest, Albatross Estates, LLC shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

O. Compliance with Applicable Laws

1. *Applicable Laws.* All actions carried out by Albatross Estates, LLC pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits or approvals, except as provided in RCW 70A.305.090. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Order. Albatross Estates, LLC has a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or Albatross Estates, LLC, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and Albatross Estates, LLC must implement those requirements.

2. *Relevant and Appropriate Requirements.* All actions carried out by Albatross Estates, LLC pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions

required by this Order. If additional relevant and appropriate requirements are identified by Ecology or Albatross Estates, LLC, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and Albatross Estates, LLC must implement those requirements.

3. Pursuant to RCW 70A.305.090(1), Albatross Estates, LLC may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, Albatross Estates, LLC shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, the Parties agree that Ecology has the non-exclusive ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section

4. Albatross Estates, LLC has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or Albatross Estates, LLC determines that additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other Party of its determination. Ecology shall determine whether Ecology or Albatross Estates, LLC shall be responsible to contact the

appropriate state and/or local agencies. If Ecology so requires, Albatross Estates, LLC shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Albatross Estates, LLC and on how Albatross Estates, LLC must meet those requirements. Ecology shall inform Albatross Estates, LLC in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Albatross Estates, LLC shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and Albatross Estates, LLC shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits or approvals.

P. Indemnification

Albatross Estates, LLC agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or

injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of Albatross Estates, LLC, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Albatross Estates, LLC shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon Albatross Estates, LLC's receipt of written notification from Ecology that Albatross Estates, LLC has completed the remedial activity required by this Order, as amended by any modifications, and that Albatross Estates, LLC has complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70A.305.050, this Order may be enforced as follows:

- A. The Attorney General may bring an action to enforce this Order in a state or federal court.

- B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

C. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.
2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.

This Order may be reviewed only as provided under RCW 70A.305.070.

Effective date of this Order: October 6, 2022

ALBATROSS ESTATES, LLC



Rodger May
Albatross Estates, LLC
4317 South 188th Street
SeaTac, WA 98188
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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Rebecca S. Lawson, PE, LHG
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Toxics Cleanup Program
Southwest Region Office
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FORMER DUPONT WORKS PROJECT EXHIBIT A: SITE LOCATION



FORMER DUPONT WORKS PROJECT
EXHIBIT B: REMEDIAL ACTION AREA



REMEDIAL ACTION AREA

EXHIBIT C – SCOPE OF WORK AND SCHEDULE

SCOPE OF WORK

PURPOSE

The work under this Agreed Order (AO) involves conducting a Data Summary Report, focused Remedial Investigation Feasibility Study (RI/FS), conducting interim actions if required or agreed to by the Department of Ecology (Ecology), and preparing a preliminary Draft Cleanup Action Plan (DCAP) to select a cleanup alternative. The purpose of the RI/ FS, and preliminary DCAP for the Site is to provide sufficient data, analysis, and evaluations to enable Ecology to select a cleanup alternative for the Site.

This AO is focused on the Remedial Action Area portion of the Site. Due to past cleanup actions, which included an extensive soil and groundwater confirmation program and a thorough evaluation of cleanup alternatives done for the Site remedy, the creation of the RI/FS will be focused on identifying and addressing data gaps and the evaluation of reasonable cleanup alternatives in that portion of the Site only. Information from the previous Site remediation, including the review of rejected alternatives during that project's FS, will be reviewed to determine if they have become appropriate as a potential remedy.

Albatross Estates, LLC shall coordinate with Ecology throughout the development of the Data Summary Report, Interim Action (if applicable), RI/FS, and preliminary DCAP and shall keep Ecology informed of changes to any Work Plan or other project plans, and of any issues or problems as they develop.

The Scope of Work (SOW) is divided into six major tasks as follows:

- Task 1.** – Data Summary Report
- Task 2.** – RI Work Plan
- Task 3.** – Remedial Investigation/Feasibility Study
- Task 4.** – Interim Action(s) (if required)
- Task 5.** – SEPA Compliance
- Task 6.** – DCAP

TASK 1. – DATA SUMMARY REPORT

Albatross Estates, LLC shall prepare a Data Summary Report that describes general facility information, history and conditions, past investigations and cleanup actions including data collection and results, preliminary conceptual contaminant migration pathways, ecological receptors, hazardous substances sources etc. The Data Summary Report will include data in tabular and figure form, and will indicate exceedances of residential screening levels.

TASK 2. – RI WORK PLAN

Albatross Estates, LLC shall prepare a Remedial Investigation Work Plan (RI Work Plan). The RI Work Plan shall include an overall description and schedule of all RI activities. The RI Work Plan shall clearly describe the project management strategy for implementing and reporting on RI activities. The responsibility and authority of all organizations and key personnel involved in conducting the RI will be outlined.

A Key Project Meeting (RI Planning Meeting) will be held prior to submittal of the RI Work Plan. The purpose of the RI Planning Meeting is to review requirements for the RI Work Plan and plan RI field work, discuss the preliminary Conceptual Site Model, and identify project data needs and possible interim actions.

The RI Work Plan shall describe the following:

- General facility information.
- Site history and conditions, including previous operations.
- Past field investigations and cleanup actions, including any data collection and analysis of soils, air, groundwater, surface water, and sediments.
- A Conceptual Site Model showing contaminants, migration pathways in all environmental media, and potential receptors.
- Geology and groundwater system characteristics.
- Past, current, and future land use.
- Identification of natural resources and ecological receptors.
- Hazardous substances and their sources, screening levels for chemicals of concern (COCs), etc., in compliance with WAC 173-340-350 and WAC 173-204-550.

As part of the project background, existing environmental data on Site soil, groundwater, surface water, and sediments will be compiled and evaluated for data gaps. The data gaps will be used as the basis for conducting additional Site investigations, if necessary. The RI Work Plan will also identify specific data collection procedures in a Sampling and Analysis Plan (SAP), Quality Assurance Project Plan (QAPP), and Inadvertent Discovery Plan as part of the Work Plan, in compliance with WAC 173-340-820 for defining the nature and extent of contamination. Albatross Estates, LLC will also submit a copy of the Health and Safety Plan (HASP) for the project.

The SAP identifies the proposed number and location of all environmental samples and methods, including soil borings, groundwater monitoring wells, soil, groundwater, stormwater, seep, catch basin and sediment samples, approximate depths, and includes a quality assurance project plan. The SAP will describe the sampling objectives, the rationale for the sampling approach (based upon the identified data gaps), and plans for data use, and shall provide a detailed description of sampling tasks.

The SAP shall describe the following:

- Specifications for sample identifiers.
- Sampling equipment.
- The type, number, and location of samples to be collected.
- The analyses to be performed.
- Descriptions of sampling equipment and methods to be used.
- Sample documentation.
- Sample containers, collection, and handling.
- Data and records management.
- Schedule.

The QAPP will be prepared in accordance with the Guidance for Preparation of Quality Assurance Project Plans, EPA Region 10, Quality Data Management Program, QA/R-5, and requirements of the EPA Contract Laboratory Program. The QAPP will also follow Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (July 2004)¹ and Sediment Sampling and Analysis Plan Appendix (February 2008).² Laboratories must meet the accreditation standards established in WAC 173-50. Data quality objectives will reflect the criteria or threshold values used for the source control evaluation.

The SAP, including the QAPP, and an Inadvertent Discovery Plan will be submitted to Ecology for review and approval. As with all environmental work at the Site, work may not begin without written approval from Ecology. The plan shall provide seven (7) days notice to Ecology prior to beginning sampling. Ecology may obtain split samples.

Albatross Estates, LLC or their contractors shall submit all new sampling data generated under this SAP and any other recently collected data to Ecology via entry of the data into the Environmental Information Management System (EIM) in accordance with WAC 173-340-840(5) and Ecology's Toxics Cleanup Program Policy 840: Data Submittal Requirements. Only validated data will be entered into the EIM database and Albatross Estates, LLC must enter the data within 30 days of submittal of the receipt of qualified data from samples collected during the RI.

Albatross Estates, LLC will provide Ecology with an Agency Review Draft RI Work Plan. Once Ecology reviews and approves the Agency Review Draft RI Work Plan, it will be considered the Final RI Work Plan. The RI Work Plan shall not be implemented until approved by Ecology. Once approved by Ecology, Albatross Estates, LLC will implement the Final RI Work Plan according to the schedule contained in this Exhibit.

¹ Found at <http://www.ecy.wa.gov/biblio/0403030.html>

² Found at <http://www.ecy.wa.gov/biblio/qapp.html>

TASK 3. – REMEDIAL INVESTIGATION/FEASIBILITY STUDY

Albatross Estates, LLC shall conduct an RI that meets the requirements of WAC 173-340-350(7) and WAC 173-204-550 according to the RI Work Plan as approved by Ecology. The RI will determine the nature and extent of contamination exceeding preliminary Model Toxics Control Act (MTCA) cleanup levels, preliminary Sediment Management Standards (SMS) cleanup standards, and other regulatory requirements. The RI must provide sufficient data and information to define the nature and extent of contamination.

Field sampling and analysis will be completed in general accordance with the SAP, QAPP, and Inadvertent Discovery Plan. Deviation(s) from the approved Plans must be communicated to Ecology immediately and documented as required by Ecology.

Albatross Estates, LLC shall provide interim data reports and updates to Ecology as new Site data and information become available. Laboratory analysis data shall also be provided in electronic format when it has been validated. Raw laboratory data will be provided to Ecology upon request.

Prior to development of the RI portion of the Agency Review Draft RI/FS Report, a Key Project Meeting (RI Pre-Report Check-In Meeting) will be held. During the RI Pre-Report Check-In Meeting, Ecology and Albatross Estates, LLC will review available data and an updated Conceptual Site Model, and discuss the content and organization of the Draft RI Report.

Albatross Estates, LLC shall use the information obtained in the RI to prepare an FS that meets the applicable requirements of WAC 173-340-350(8) according to the schedule in this Exhibit. The FS will evaluate remedial alternatives for Site cleanup, consistent with MTCA and SMS requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route. The RI and FS will be consolidated to create an Agency Review Draft RI/FS Report.

Prior to beginning the FS, a Key Project Meeting (FS Planning Meeting) will be held to review Applicable Relevant and Appropriate Requirements, potential remedial alternatives, and establish points of compliance.

The Agency Review Draft RI/FS must include a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350 and WAC 173-204-550. The remedial alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360 and WAC 173-204-570.

Opportunities to perform remedial actions in an integrated manner with restoration of natural resources may be presented as a fundamental part of the description and evaluation of cleanup alternatives, including consideration of the logistics, cost effectiveness, and environmental benefits associated with combining cleanup and restoration actions.

Albatross Estates, LLC shall prepare the Agency Review Draft RI/FS and submit it to Ecology for review and comment. After addressing Ecology's comments on the Agency Review Draft RI/FS, Albatross Estates, LLC shall prepare the Public Review Draft RI/FS and submit it to Ecology for distribution and public comment. The RI/FS will not be considered Final until after a public review and comment period. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

If the data collected during this investigation is insufficient to define the nature and extent of contamination, and/or to select a cleanup action plan an additional phase of investigation shall be conducted to define the extent of contamination.

TASK 4. – INTERIM ACTIONS (if required)

Potentially Liable Persons (PLPs) will implement interim action in accordance with WAC 173-340-430 and the AO, and will be designed in a manner that will not foreclose reasonable alternatives for any final cleanup action that may be required.

As detailed in the AO, if required by Ecology, or if proposed by Albatross Estates, LLC and approved by Ecology, Albatross Estates, LLC will implement an interim action.

If an interim action is to be performed, Albatross Estates, LLC will prepare and submit for Ecology approval an Agency Review Draft Interim Action Work Plan (IAWP) with detail commensurate with the work to be performed. The Agency Review Draft IAWP shall include, as appropriate:

- Description of the interim action including its purpose, general requirements, and relationship to the (final) cleanup action (to the extent known).
- Summary of relevant RI/FS information, including at a minimum existing Site conditions and alternative interim actions considered.
- Information regarding design and construction requirements, including a proposed schedule and personnel roles and responsibilities.
- Compliance Monitoring Plan.
- SAP/QAPP/Inadvertent Discovery Plan.
- Permits required.

Albatross Estates, LLC will also submit a copy of the Health and Safety Plan for the project. Albatross Estates, LLC will be responsible for complying with the State Environmental Policy Act (SEPA) Rules (WAC 197-11) including preparing and submitting an environmental checklist for the interim action, and will assist Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

Albatross Estates, LLC shall prepare the Agency Review Draft IAWP and submit it to Ecology for review. Albatross Estates, LLC shall incorporate Ecology's comments and then prepare the Public Review Draft IAWP and submit it to Ecology. After a public notice and comment period for the Public Review Draft IAWP (and SEPA determination), Ecology will approve the IAWP (if appropriate) and the document will be considered Final. Albatross Estates, LLC shall prepare the Final IAWP and submit it. Once approved by Ecology, Albatross Estates, LLC will implement the interim action according with the approved schedule. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

Upon successful completion of the work, an Agency Review Draft Interim Action Report will be prepared as a separate deliverable. Albatross Estates, LLC shall prepare the Agency Review Draft Interim Action Report and submit it to Ecology for review and approval. After incorporating Ecology's comments on the Agency Review Draft Interim Action Report and after Ecology approval, Albatross Estates, LLC shall prepare the Final Interim Action Report and submit it to Ecology. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

TASK 5. – SEPA COMPLIANCE

Albatross Estates, LLC shall be responsible for assisting Ecology with its compliance with the State Environmental Policy Act (SEPA) Rules (WAC 197-11-250 through 268), including preparation and submittal of a draft and final environmental checklist. If the result of the threshold determination is a determination of significance (DS), Albatross Estates, LLC may be responsible for the preparation of an agency review draft environmental impact statement. Albatross Estates, LLC shall assist Ecology with coordinating SEPA public involvement requirements with MTCA public involvement requirements whenever practicable, such that public comment periods and meetings or hearings can be held concurrently.

TASK 6. – PRELIMINARY DRAFT CLEANUP ACTION PLAN

Upon Ecology approval of the Public Review Draft RI/FS, a Key Project Meeting (Cleanup Action Plan Meeting) will be held regarding the Cleanup Action Plan. The Cleanup Action Plan Meeting will be used to review plans for developing the Agency Review preliminary DCAP.

Albatross Estates, LLC shall prepare an Agency Review preliminary DCAP in accordance with WAC 173-340-380 that provides a proposed remedial action to address the contamination present on the Site.

The preliminary DCAP shall include:

- A general description of the proposed remedial actions.
- An Inadvertent Discovery Plan.
- Cleanup Standards developed from the RI/FS and rationale regarding their selection.

- A schedule for implementation.
- Description of any institutional controls proposed.
- A summary of applicable local, state, and federal laws pertinent to the proposed cleanup actions.

Albatross Estates, LLC will submit an Agency Review preliminary DCAP for Ecology's review and approval.

After receiving Ecology's comments on the Agency Review preliminary DCAP, if any, Albatross Estates, LLC shall revise the preliminary DCAP to address Ecology's comments and submit the Public Review DCAP to Ecology. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

SCHEDULE OF DELIVERABLES

The schedule for deliverables described in the Agreed Order and the Scope of Work is presented below. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date Albatross Estates, LLC received such notification, comments or approval by certified mail, return receipt requested, unless otherwise noted below. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date Ecology receives the deliverable by certified mail, return receipt requested, or the date of Ecology signature on a hand-delivery form.

RI/FS Deliverables	Completion Times
Data Summary Report	60 calendar days following the effective date of the Agreed Order
Draft RI Work Plan	60 calendar days following Ecology approval of the Data Summary Report
Final RI Work Plan	30 calendar days following receipt and incorporation of Ecology comments on the Draft RI Work Plan
Completion of RI Field Work	12 months following completion of the Final RI Work Plan
Agency Review Draft RI/FS Report	120 calendar days following receipt of qualified laboratory data from the RI field work
Public Review Draft RI/FS Report	90 calendar days following receipt and incorporation of Ecology comments on Agency Review Draft RI/FS Report
Agency Review preliminary DCAP	120 calendar days following completion of the Public Review Draft RI/FS