

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

AGREED ORDER

EXXON MOBIL CORPORATION and
the PORT OF MOSES LAKE

No. DE 22056

TO: Exxon Mobil Corporation
c/o Maria Quezada
U.S. West-Americas Americas South Business Manager
W3.2A E & PS Environmental Solutions
Springwood, TX 77389

and

Port of Moses Lake
Attn: Rich Mueller
7810 Andrews St NE
Moses Lake, WA 98837

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I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Exxon Mobil Corporation (“ExxonMobil”) and the Port of Moses Lake (“Port”) (collectively the “potentially liable persons” (PLPs)) 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 the PLPs to conduct a Remedial Investigation (RI) and Feasibility Study (FS) per WAC 173-340-350 addressing contamination at the Site located in the area of 7810 Andrews Street N.E., Moses Lake, Washington depicted in the Location Diagram (Exhibit A). Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed 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. PLPs agree to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter PLPs’ responsibility under this Order. PLPs 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 Port of Moses Lake Pumphouse 1. 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. Based upon factors currently known to Ecology, the Site is generally located in the area of 7810 Andrews Street N.E., Moses Lake, Washington as shown in the Location Diagram (Exhibit A).

B. Parties: Refers to the State of Washington, Department of Ecology and Exxon Mobil Corporation and the Port of Moses Lake.

C. Potentially Liable Persons (PLP(s)): Refers to Exxon Mobil Corporation and the Port of Moses Lake.

D. 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 PLPs:

A. Based upon factors currently known to Ecology, the Site is generally located in the area of 7810 Andrews Street N.E., Moses Lake, Washington as shown in the Location Diagram (Exhibit A). The Ecology Facility Site ID is 612 and the Cleanup Site ID is 7021. The Port of Moses Lake owns the real property at that location.

B. Port of Moses Lake Pumphouse 1 is part of the Grant County International Airport. The airport originated as a United States Army base in 1942, known then as the Moses Lake Army Base, for the purpose of serving as a training base for B-17 and P-38 pilots during World War II. In 1945, the base was placed on standby status. From 1945 to 1948, the Boeing Company used the base to test B-50 and B-47 aircraft.

C. In the fall of 1948, the base was reactivated as an Air Defense Command Base. In 1950, the Moses Lake Army Base was renamed Larson Air Force Base. Air Force installed underground storage tanks (USTs) for jet fuel and constructed three pumphouses for those USTs: Pumphouses 1, 2, and 3. Larson Air Force Base closed on June 30, 1966. The Port of Moses Lake acquired the former-Larson Air Force Base property in 1966.

D. Pumphouse 1 is a rectangular compound surrounded by a chain-link fence measuring approximately 200-feet by 180-feet. Located near the center of the fenced compound is the pumphouse building. Four 50,000-gallon, one 25,000-gallon, and one 2,000-gallon USTs were located to the east and northeast of the pumphouse building. This facility also included underground piping that connected Pumphouse 1's USTs to two above-ground storage tanks located south of Pumphouse 1, as well as to Pumphouse 2 and 3 and associated fueling hydrants all located east-northeast of Pumphouse 1.

E. Although the exact dates are not currently known, ExxonMobil leased and operated the four 50,000-gallon and the 25,000-gallon jet fuel USTs and an underground fuel pipeline associated with Pumphouse 1 at some time after their installation in 1952 until approximately 1992.

F. In September 1992, SECOR International Incorporated conducted a site assessment at Pumphouse 1 and the two other pumphouses to meet Washington State requirements for the permanent closure of UST facilities. During that site assessment, petroleum/Jet A fuel contamination exceeding the MTCA Method A cleanup levels was found in soil.

G. In January 1993, non-aqueous phase liquid (NAPL) was found in one site groundwater well located approximately 100 feet southeast of the Pumphouse 1 building and identified from chemical testing as Jet A fuel. Subsequently, NAPL or petroleum products dissolved in groundwater at levels requiring cleanup have been found in 14 site groundwater wells. From October to December 1993, Blue Ridge Associates, Inc., conducted an independent remedial action to remove NAPL at wells near Pumphouse 1.

H. In the first quarter of 1995, the six USTs associated with Pumphouse 1 were decommissioned in-place.

I. In October 2014, ExxonMobil completed construction of a system to pump NAPL from five monitoring wells near Pumphouse 1. Pumps are still active on a daily basis at two monitoring wells, and thicknesses of NAPL are gauged by hand on approximately a semi-annual

basis. Free product continues to be detected in at least eight monitoring wells on site, though at thicknesses that do not allow for efficient extraction using the current system.

J. Sampling from monitoring wells in November 2021 demonstrated the presence of over a foot and a half of NAPL in two monitoring wells and gauged at lesser thicknesses in four other wells. At that time, free product was detected in at least eight monitoring wells on Site.

VI. ECOLOGY DETERMINATIONS

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

A. ExxonMobil is a former “operator” as defined in RCW 70A.305.020(22) of a “facility” as defined in RCW 70A.305.020(8).

B. The Port of Moses Lake is an “owner or operator” as defined in RCW 70A.305.020(22) of a “facility” as defined in RCW 70A.305.020(8).

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

D. Based upon credible evidence, Ecology issued PLP status letters to ExxonMobil and the Port dated January 24, 2019, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that ExxonMobil and the Port are PLPs under RCW 70A.305.040 and notified them of this determination by letters dated March 6, 2019.

E. Pursuant to RCW 70A.305.030(1) and .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.

F. 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, remedial investigation/feasibility study, or design of a cleanup action plan. Either party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VII.D. 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.

VII. WORK TO BE PERFORMED

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

A. PLPs shall prepare and implement a Work Plan to conduct a Remedial Investigation (RI) and Feasibility Study (FS), for the Site in accordance with the Scope of Work (Exhibits B) and Schedule of Deliverables (Exhibit C), and all other requirements of this Order. The following naming conventions shall be used for applicable documents: Agency Review Draft (designation for the first time Ecology receives a document); Public Review Draft (designates a document ready for public comment); and Final (designation for a document after public comment and/or after Ecology approval). Ecology is responsible for preparation of the draft and final Cleanup Action Plan (CAP). A scope of work (SOW) for the RI and FS is more particularly described in Exhibit B, "Scope of Work" and is incorporated by reference as an enforceable part of this Order.

B. To effectuate the work to be performed under this Order in the most efficient manner, the Port has elected to take the lead in performing various aspects of the work required under this Order. Language in this Order, and the exhibits attached hereto, may reflect this agreement among the PLPs. However, the PLPs remain strictly, jointly, and severally liable for

the performance of any and all obligations under this Order. In the event the party identified as a lead should fail to timely and properly complete performance of all or any portion of its work, all PLPs must perform that remaining work, if any.

C. If PLPs learn 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 soil, groundwater, surface water, and air, PLPs, 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.

D. PLPs 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 email (and US Postal Service mail when requested by Ecology) 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 (Exhibit B) 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 if different from the schedule.

E. All plans or other deliverables submitted by PLPs for Ecology's review and approval under the Scope of Work (Exhibit B) and Schedule (Exhibit C) shall, upon Ecology's approval, become integral and enforceable parts of this Order.

F. If the Parties agree on an interim action under Section VI.E, PLPs 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 PLPs 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 PLPs are required to conduct the interim action in accordance with the approved Interim Action Work Plan.

G. If Ecology determines that PLPs have failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to PLPs, perform any or all portions of the remedial action or at Ecology's discretion allow PLPs opportunity to correct. In an emergency, Ecology is not required to provide notice to PLPs, or an opportunity for dispute resolution. PLPs shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).

H. Except where necessary to abate an emergency or where required by law, PLPs 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, PLPs 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.

I. Ecology hereby incorporates into this Order the previous remedial actions described in Section V, Findings of Fact. Reimbursement for specific project tasks under a grant

agreement with Ecology is contingent upon a determination by Ecology's Toxics Cleanup Program that the retroactive costs are eligible under WAC 173-332A-320(6), the work performed complies with the substantive requirements of WAC 173-340, and the work is consistent with the remedial actions required under this Order. The costs associated with Ecology's determination on the past independent remedial actions described in Section V, Findings of Fact, are recoverable under this Order.

VIII. TERMS AND CONDITIONS

A. Payment of Remedial Action Costs

PLPs 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). For all Ecology costs incurred, PLPs 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:

Kristin Beck
Eastern Regional Office, Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205-1295
509-5142-6806
E-mail: kbec461@ecy.wa.gov

The project coordinator for ExxonMobil is:

Jeff Johnson
ExxonMobil Environmental and Property Solutions Company
1-815-860-7290 (office)
1-779-206-8044 (cell)
E-mail: jeff.a-sh-e.johnson@exxonmobil.com

The project coordinator for the Port is:

Rich Mueller
Port of Moses Lake
7810 Andrews N.E. Suite 200
Moses Lake, WA 98837
509-762-5363
E-mail: rjmueller@portofmoseslake.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 PLPs, 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 licensed 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.

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

D. Access

Subject to and in full compliance with all applicable Homeland Security rules and regulations relating to accessing a Port facility, Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that PLPs either own, control, or have 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 PLPs' 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 PLPs. PLPs shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by PLPs where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled

by PLPs 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.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, PLPs 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, PLPs shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by PLPs pursuant to implementation of this Order. PLPs shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow PLPs and/or their authorized representatives 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 PLPs 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

Ecology shall maintain the responsibility for public participation at the Site. However, PLPs 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 PLPs 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 PLPs that do not receive prior Ecology approval, PLPs 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/or continue information repositories to be located at the following locations:

- a. Moses Lake Public Library
418 E 5th Avenue
Moses Lake, Washington 98837

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 Eastern Regional Office in Spokane, Washington.

G. Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, PLPs 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. Upon request of Ecology, PLPs shall make all records available to Ecology and allow access for review within a reasonable time.

Nothing in this Order is intended to waive any right PLPs may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If PLPs withhold any requested records based on an assertion of privilege, that PLP 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.

H. Resolution of Disputes

1. In the event that a PLP elects to invoke dispute resolution the PLP 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), PLP 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 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 PLP's position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

c. PLP may then request regional management review of the dispute. PLP must submit this request (Formal Dispute Notice) in writing to the Eastern 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; the disputing Party'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 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.E (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

1. PLPs' 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 PLPs 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 PLPs 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 PLPs.

b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.

c. 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 PLPs.

3. Ecology shall act upon any PLPs' written request for extension in a timely fashion. Ecology shall give PLPs 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 PLPs' 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).

J. 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 PLPs. 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, PLPs 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).

K. 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 PLPs to cease such activities for such period of time as it deems necessary to abate the danger. PLPs shall immediately comply with such direction.

In the event PLPs determine 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, PLPs may cease such activities. PLPs 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, PLPs shall provide Ecology with documentation of the basis for the

determination or cessation of such activities. If Ecology disagrees with PLPs' cessation of activities, it may direct PLPs to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, PLPs' 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.

L. 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 PLPs to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against PLPs regarding remedial actions required by this Order, provided PLPs comply 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, PLPs do not admit to any liability for the Site. Although PLPs are committing to conducting the work required by this Order under the terms of this Order, PLPs expressly reserve 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.

M. 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 PLPs 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 PLPs' transfer of any interest in all or any portion of the Site, and during the effective period of this Order, PLPs 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, PLPs shall notify Ecology of said transfer. Upon transfer of any interest, PLPs 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.

N. Compliance with Applicable Laws

1. *Applicable Laws.* All actions carried out by PLPs 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. PLPs have 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 PLPs, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and PLPs must implement those requirements.

2. *Relevant and Appropriate Requirements.* All actions carried out by PLPs 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 PLPs, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and PLPs must implement those requirements.

3. Pursuant to RCW 70A.305.090(1), PLPs 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, PLPs 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 governments, 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. PLPs have 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 PLPs determine 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 PLPs shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, PLPs 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 PLPs and on how PLPs must meet those requirements. Ecology shall inform PLPs in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. PLPs 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 PLPs 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.

O. Indemnification

To the extent permitted by law, PLPs agree 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 that particular PLP, its officers, employees, agents, or contractors in entering into and implementing this Order. However, PLPs 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 PLPs' receipt of written notification from Ecology that PLPs have completed the remedial activity required by this Order, as amended by any modifications, and that PLPs have 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: 12/26/2023


STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Nicholas Acklam
Section Manager
Toxics Cleanup Program
Eastern Regional Office
509-329-3568

EXXON MOBIL CORPORATION

DocuSigned by:

 ~~Agent~~ and Attorney-in-Fact October 9, 2023

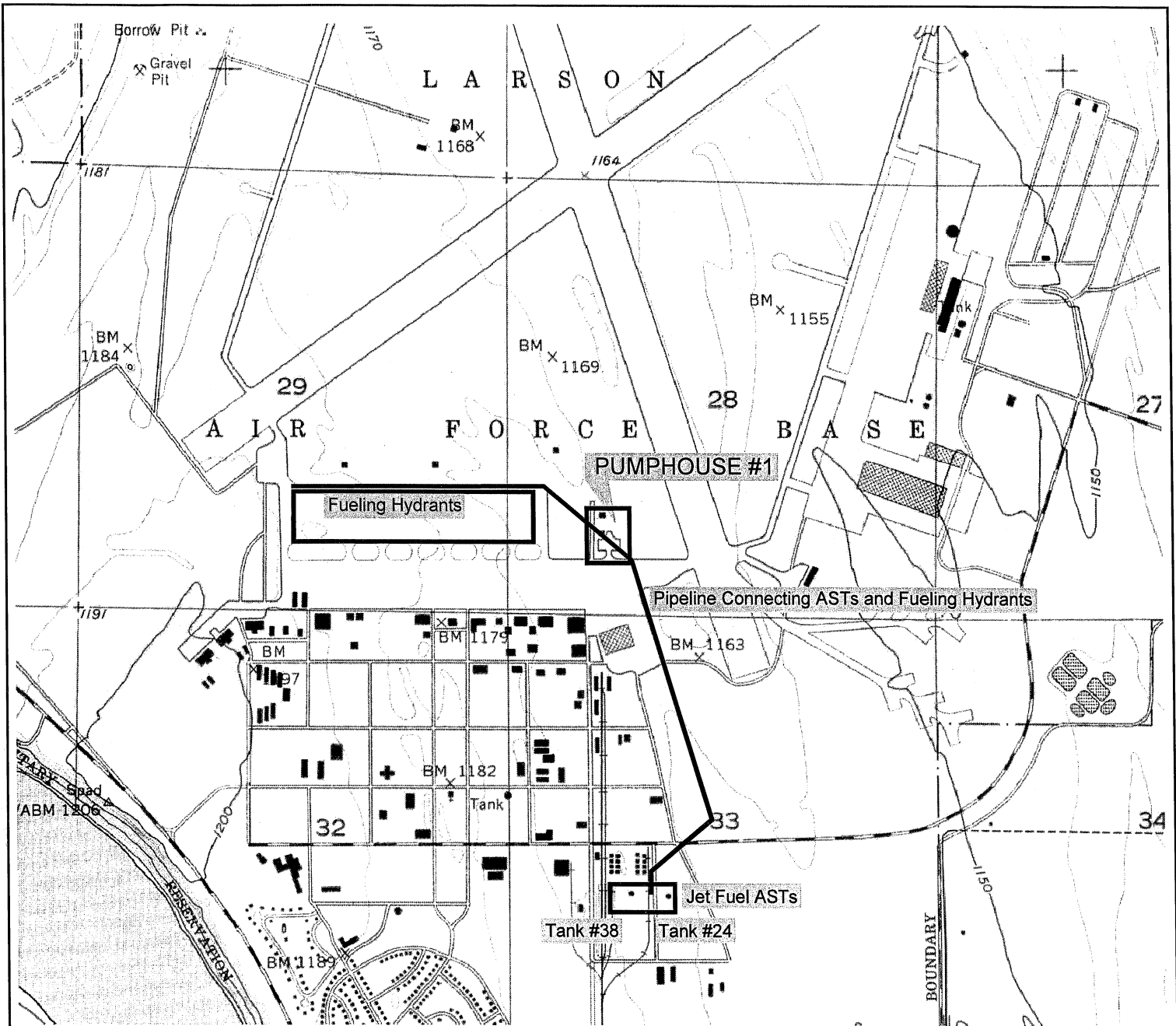
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Maria Quezada
U.S. West-Americas South Business
Manager
W3.2A E&PS Environmental Solutions
Springwood, TX 77389
832-624-2948

PORT OF MOSES LAKE



Don Kersey Kim Detrollo
Port of Moses Lake
7810 Andrews St NE
Moses Lake, WA 98837
509-762-5363

EXHIBIT A

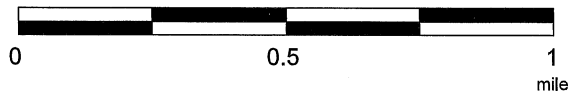


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EXPLANATION



APPROXIMATE SCALE

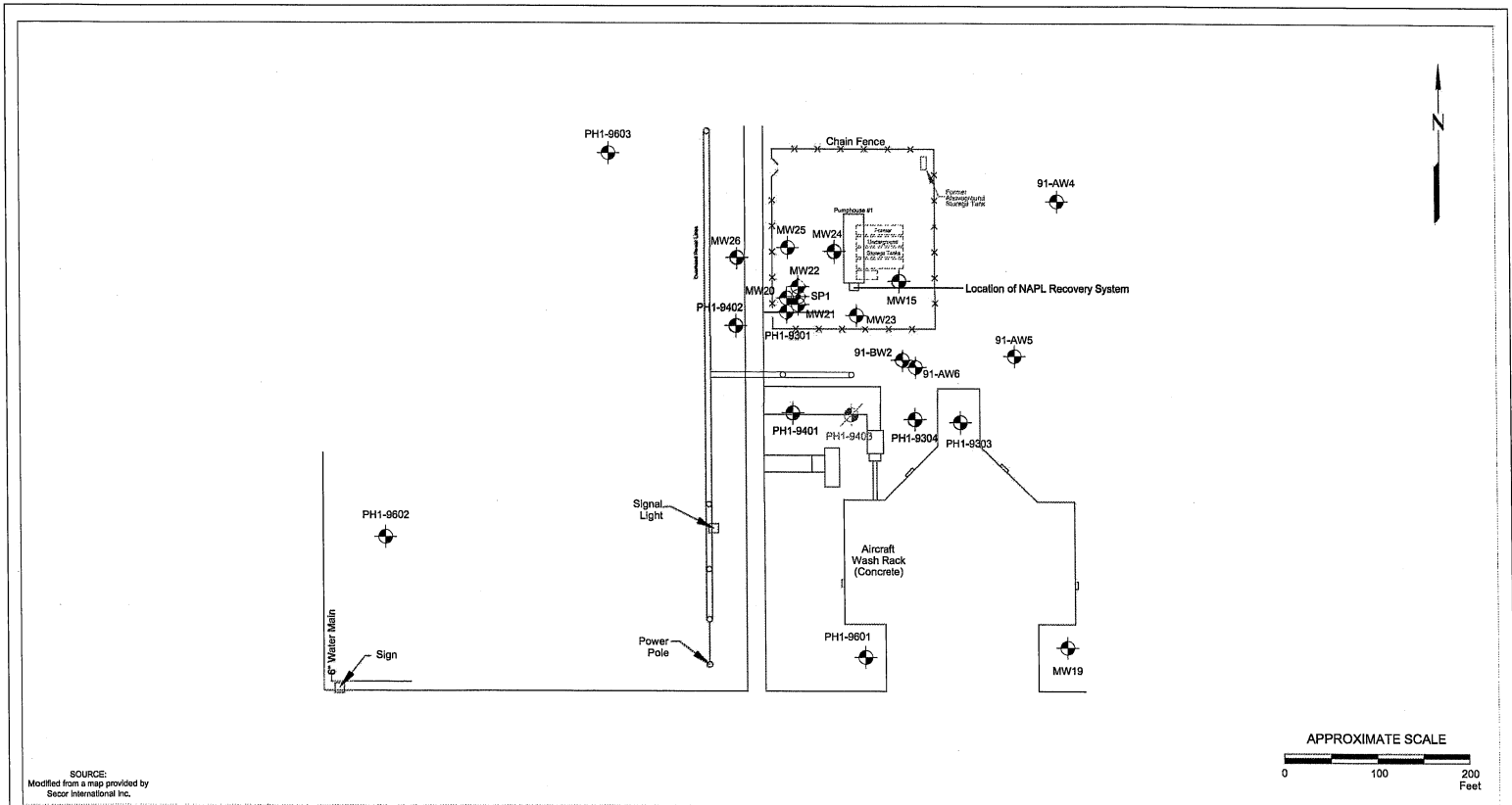


SOURCE:
Modified from a map
provided by
DeLorme 3-D TopoQuads



SITE LOCATION MAP
GRANT COUNTY INTERNATIONAL AIRPORT
FORMER EXXON FUELING FACILITIES
7810 Andrews Street Northeast
Moses Lake, Washington

Figure 1



SOURCE:
Modified from a map provided by
Secor International Inc.

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**GENERALIZED SITE PLAN
(PUMPHOUSE #1)**
GRANT COUNTY INTERNATIONAL AIRPORT
FORMER EXXON FUELING FACILITIES
7810 Andrews Street Northeast
Moses Lake, Washington

EXPLANATION

PH1-9603 Groundwater Monitoring Well
PH1-9403 Destroyed Groundwater Monitoring Well

Figure 2

EXHIBIT B

EXHIBIT B
Moses Lake Port Pumphouse 1 Site Scope of Work
Remedial Investigation/Feasibility Study

This scope of work is designed to investigate contamination at the Moses Lake Port Pumphouse 1 Site (Site) in Moses Lake, Washington. Under Agreed Order No. 22056, to which this Scope of Work is an exhibit, the potentially liable persons (PLPs) will implement this scope of work in order to develop necessary Work Plans and to conduct a Remedial Investigation/Feasibility Study (RI/FS) for the Site that meets the requirements of the Model Toxics Control Act cleanup regulation, Chapter 173-340 WAC.

The RI is to supplement existing data and determine the nature and extent of contamination by hazardous substances at the Site. The FS will evaluate remedial alternatives that are applicable to the Site. The information and data gathered during the RI/FS shall be used to identify if additional data needs to be collected and to determine an appropriate remedial action. The PLPs shall furnish all personnel, materials, and services necessary for, or incidental to, performing the Remedial Investigation at the Site. The RI/FS shall contain the following tasks:

Task I: RI/FS Project Plan

A. RI/FS Work Plan

The PLPs shall prepare a work plan outlining procedures for the Remedial Investigation, which includes the following information:

1. Facility Background Description

- General Facility Information, including, but not limited to, legal description of the facility, present owner and/or operator; chronological listing of past owners and/or operators and operational history; adjacent property owners; zoning designations of property and adjacent properties; locations and descriptions of current and historical site activities/operations, and other pertinent information.
- Site Conditions Map(s) that illustrate relevant current site features such as property boundaries, proposed facility boundaries, surface topography, surface and subsurface structures, utility lines, well locations, and other pertinent information (for example, surface water bodies near the vicinity of the Site). All maps will be consistent with the requirements set forth in WAC 173-340-840(4) and be of sufficient detail and accuracy to document all current and future work performed at the Site.

- General geology and hydrogeology of the Site area and a brief discussion of local climate.
 - Locations and logs of all known monitoring wells, groundwater supply wells, and identification of known surface water within one mile radius from the site, and a summary of well construction details, including top of casing elevations and well screen elevations.
 - Description of Previous Investigations and Remedial Activities. This will include data reports generated during previous investigations and remedial actions undertaken.
 - Preliminary Conceptual Site Model that describes the current understanding of contaminant release, fate and transport, and site-specific concerns.
2. Planning and Description of RI/FS Tasks II and III.
 3. Project Management – project team, roles, and responsibilities.
 4. Schedule for RI/FS activities.

B. Sampling and Analysis Plan

The PLPs shall prepare a Sampling and Analysis Plan for use during all Site characterization activities. The plan shall conform to the requirements of WAC 173-340-820, and shall generally contain:

1. Field Sampling and Testing Plans - The plan shall describe in detail the sampling, testing, and data gathering methods, locations, frequency and other field study procedures that will be used for obtaining data required to complete the RI/FS. The Sampling and Testing Plan will include the following:
 - a. Purpose and objectives of the data collection activities;
 - b. Specific sampling methods, including number and type of QA/QC samples;
 - c. Sampling locations and designations, including access considerations;
 - d. Types of media to be sampled and the number of samples of each;
 - e. Proposed number and location of monitoring wells, soil borings, test pits and other investigative activities;

- f. Schedule and task assignments;
 - g. Supplies and equipment;
 - h. Monitoring well construction requirements;
 - i. Analytical procedures, methods, and detection limits;
 - j. Sample custody procedures, including holding times, containers, and preservation;
 - k. Investigation-derived waste management;
 - l. Shipping and handling arrangements.
2. Quality Assurance Project Plan (QAPP) to include:
- a. Field quality assurance/quality control (QA/QC) methods;
 - b. Chain of custody procedures;
 - c. Decontamination procedures;
 - d. Laboratory QA/QC methods;
 - e. Electronic data management, archival, and transmittal protocols.
- C. Health and Safety Plan, conforming with WAC 173-340-810 and generally including:
- 1. Level of chemical protection;
 - 2. Hazard evaluation;
 - 3. Waste characteristics;
 - 4. Special considerations and emergency information.

Task II: Remedial Investigation

The purpose of the Remedial Investigation is to obtain the information necessary to supplement and verify existing data. That information will be used to characterize the Site and source(s), type(s), and extent of contamination present to sufficiently complete the Feasibility Study and select the appropriate Remedial Action. The resulting data shall meet the criteria set out in the QAPP and be of sufficient quality to develop an

appropriate remedial action for the Site. The investigation shall meet the requirements stated in WAC 173-340-350, and more specifically, shall include the following elements:

A. Site Characterization

Conduct representative sampling and testing to assess the nature and extent of contamination. Conduct analytical tests on groundwater, soil, and soil gas contamination in the vicinity of the Site. Data must be sufficient to delineate the sources, type, depth, concentration, mass, and areal extent of contaminants, along with information that addresses the rate and direction of contaminant movement.

1. Hydrogeology

- a. Install new groundwater monitoring wells, background wells, and soil borings where needed and comply with the resource protection well requirements of WAC 173-160;
- b. Generate well logs such that regional stratigraphy may be characterized;
- c. Characterize site-specific stratigraphy and lithology based on well logs, maps, and any other information available;
- d. Estimate hydrogeologic parameters such as hydraulic conductivity and porosity
- e. Measure water levels in all wells and new borings;
- f. Collect quarterly groundwater samples at site monitoring wells so that seasonal fluctuations are captured;
- g. Analyze groundwater for gasoline-, diesel-, and heavy oil-range total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), general water quality parameters, and any other contaminants based on historical property use;
- h. Collect data sufficient to estimate contaminant mass degradation rates in both the saturated and vadose zones; and
- i. Generate maps and/or figures showing water levels and regional/site hydrogeology.

2. Soils

- a. Install soil borings and/or excavate test pits, and collect representative soil samples for the characterization of lithology, subsurface conditions, and contaminant concentrations;
- b. Characterize soil samples using the Unified Soil Classification System (USCS);
- c. Generate logs for each boring and/or test pit; and
- d. Analyze soils for at least TPH, and VOCs, and any other contaminants based on historical property use.

B. Potential Receptor Information

Collect data on the surrounding human and ecological populations that may be in contact with contaminants and potential routes of exposure for those populations in support of the Feasibility Study.

1. Public Use/Site Access – Potential uses of the affected properties and the presence or absence of controls on Site access;
2. Potential Groundwater/Surface Water Uses – Any consumptive, recreational, or other use of groundwater and surface water in the area, and by which populations;
3. Environmental Receptors – Information on the presence of endangered or threatened species, potential habitats, and ecological environments.

Task III: RI/FS Report

The PLPs shall complete a report documenting the RI/FS as required by WAC 173-340-350(7) and (8). This report shall include, but not be limited to, the following elements:

A. Remedial Investigation

1. General Site Information
 - a. Site & Facility Operational History
 - b. Site Use
 - c. Physical Setting

d. Previous Investigations & Studies

2. Nature and Extent of Contamination

The PLPs shall prepare an assessment and description of the degree and extent of contamination. This should include:

- a. Data Analysis – Analyze all data collected during Task II (Remedial Investigation) and prepare supporting maps and tables;
- b. Lab reports, previous investigations, well and boring logs, and any other documentation of characterization activities shall be included;

3. Applicable, Relevant, and Appropriate Requirements (ARARs) Analysis

Identify Applicable State and Federal Laws for cleanup of the Site in accordance with WAC 173-340-710.

4. Cleanup Levels/Risk Assessment Analysis

Perform a baseline Model Toxics Cleanup Act (MTCA) cleanup levels analysis/baseline risk assessment characterizing the current and potential threats to public health and the environment that may be posed by hazardous substances at the facility. The assessment will integrate cleanup standards and risk assessment as required by WAC 173-340-357 and WAC 173-340-708.

5. Discussion and Recommendations

- a. Interpret and discuss data to determine an updated conceptual site model based on the nature and extent of the contamination, and to support final recommendations for the Site;
- b. A summary of all possible and suspected source areas of contamination based on the data collected will be included;
- c. Any known or potential risks to the public health, welfare, and the environment should be discussed;
- d. Recommendations should be provided identifying additional data requirements.

B. Feasibility Study

The purpose of the Feasibility Study is to evaluate potential remedial technologies and approaches to enable selection of an appropriate remedial action for the Site. The Feasibility Study must meet the requirements stated in WAC 173-340-350(8), including:

1. Identification of contamination to be remediated;
2. Identification and initial screening of remedial actions;
3. Proposed remedial alternatives and evaluation with respect to MTCA criteria;
4. Recommended alternative.

EXHIBIT C

Exhibit C

Schedule of Deliverables

<u>Deliverables</u>	<u>Due Date</u>
Effective date of Order	Start
PLPs to Submit <i>Draft</i> RI/FS Work Plan, Sampling and Analysis Plan, Health and Safety Plan (Task I), and Schedule of Work to be Performed	90 days after start
PLPs to Submit <i>Final</i> RI/FS Work Plan, Sampling and Analysis Plan, Health and Safety Plan (Task I), and Schedule of Work to be Performed	45 days after PLPs receive Ecology comments on Draft Documents
PLPs to begin implementation of RI (Task II) Schedule of Work to be performed	30 days after PLPs receive Ecology's written approval of Final RI/FS Work Plan
PLPs to Submit <i>Draft</i> RI/FS Report (Task III)	As approved in RI/FS Work Plan
PLPs to Submit <i>Final</i> RI/FS Report (Task III)	30 days after PLPs receive Ecology's comments on Draft Report

Certificate Of Completion

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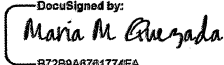
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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Electronic Record and Signature Disclosure		

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