

State of Washington
Department of Ecology

In the Matter of Remedial Action by:
Green Cove Park LLC
Agreed Order
No. DE 21913

To: Jerry Mahan

Green Cove Park LLC
429 29th Street NE, Suite A
Puyallup, WA 98372

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Exhibit A Site Location Map

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1. Introduction

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Green Cove Park LLC (Green Cove) 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 Green Cove to implement the attached Data Gap Report and Remedial Investigation Work Plan, complete a remedial investigation, complete a feasibility study if necessary and prepare a preliminary draft cleanup action plan if necessary. Ecology believes the actions required by this Order are in the public interest.

2. Jurisdiction

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

3. 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. Green Cove agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter Green Cove's responsibility under this Order. Green Cove 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.

4. Definitions

Unless otherwise specified herein, the definitions set forth in RCW 70A.305, WAC 173-204 and WAC 173-340 shall control the meanings of the terms in this Order.

4.1 Site

The Site is referred to as Sundberg Gravel Pit. 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 vicinity of 2200 Cooper Point Road NW, Olympia, WA 98502 as shown in the Site Location Map (Exhibit A).

4.2 Parties

Refers to the State of Washington, Department of Ecology and Green Cove.

4.3 Potentially Liable Persons (PLP(s))

Refers to Green Cove.

4.4 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.

5. Findings of Fact

Ecology makes the following findings of fact, without any express or implied admissions of such facts by Green Cove:

5.1

Based upon factors currently known to Ecology, the Site is generally located at 2200 Cooper Point Road NW, Olympia, Thurston County, WA as shown in the Site Location Map (Exhibit A). Properties associated with this site include parcel numbers 81700000000, 74202900000, 74202500200, 74202500100, 50400100100, 50400200100, 50400300100, 50400400100, 50400402000, 50400402100, 50400402300, 50400402500, all owned by Green Cove. The Site boundary, which may include additional parcels, will be identified during the remedial investigation.

5.2

The Site was used as a log storage yard and gravel pit from at least 1960 through the 1990s. Construction debris and random fill events on-site have been reported.

5.3

Green Cove purchased these properties from Westbrook Investments LLC on October 1, 2014. Westbrook Investments is now dissolved but before dissolution had the same address and service agent as Green Cove. The Phase I Environmental Site Assessment (AMEC, April 2, 2004) submitted to Jerry Mahan prior to Green Cove's purchase of the property documented the presence of ground staining in the garage and truck parking area outside the garage, but no sampling to investigate the staining occurred prior to purchase. In 2020, ENPRO Environmental collected six surface soil samples from these areas and found no petroleum or petroleum constituents above MTCA cleanup levels except for a single surface soil sample with total carcinogenic polycyclic aromatic hydrocarbons (cPAH) (as the benzo(a)pyrene toxic equivalent [TEQ]) above the MTCA Method A cleanup level for unrestricted land use.

5.4

A 1993 site assessment by Stemen Environmental, Inc. (Appendix E, Phase 1 Environmental Site Assessment, AMEC, April 2, 2004) conducted during removal of a 12,000-gallon diesel underground storage tank, located northeast of the on-site home,

noted that soil located around the fill pipe was oil stained. Soil samples collected from two soil stockpiles and soil samples collected from the limits of the pit excavated for removal of the UST were below the acceptable action level of 200 parts per million (ppm) in use by Ecology at that time. The soil sample taken from the third stockpile that contained approximately 25 cubic yards of oil-stained soil from around the fill pipe of the tank found 390 ppm total petroleum hydrocarbons (TPH) which was above the acceptable action level of 200 ppm in use by Ecology at that time. The concentration of 390 ppm TPH is below MTCA Method A unrestricted cleanup levels for diesel or heavy oil-range TPH used by Ecology today. The document stated that the contaminated soils would be properly stored until a treatment or disposal method was decided upon. The treatment or disposal of this soil is not documented.

5.5

The Soils investigation preliminary report (Pacific Rim Soils & Water Inc., November 2, 2007) noted odors of diesel or oil in two test pits. This study did not include analytical sampling. One soil boring/monitoring well was completed in each of these two test pit locations by ENPRO in 2020 but did not fully characterize subsurface conditions. Draft Green Cove Park Development Remedial Investigation Report – V. 1 (ENPRO, March 5, 2021), documents the independent work completed by Green Cove in 2020. Soil samples from boring B2, near the first test pit location, did not exceed MTCA Method A or B cleanup levels for unrestricted land use. Arsenic, manganese, and TPH as heavy oil were detected in the groundwater sample at MW2 at the same location above MTCA Method A or B cleanup levels for unrestricted land use. ENPRO soil samples from boring B3, near the second test pit location, exceeded MTCA Method A cleanup levels for unrestricted land use for TPH as heavy oil. TPH as heavy oil was also detected in groundwater below MTCA Method A for unrestricted land use in MW3 at the same location.

5.6

Sundberg Estates Subsurface Investigation Phase II Environmental Assessment (Robinson Noble, March 4, 2008) completed 32 additional test pits and collected 37 soil samples for laboratory analysis by NWTPH-HCID . All soil samples were non-detect for gasoline, diesel, and oil except for one. NWTPA-Dx analysis of that sample contained 370 mg/kg oil-range petroleum hydrocarbons, below the MTCA Method A cleanup level of 2,000 mg/kg.

5.7

Phase I Environmental Site Assessment (Ages Environmental, January 1, 2015) identified an aboveground storage tank with no secondary containment and ground staining near 55-gallon oil drums near/in the garage as recognized environmental conditions. Six surface soil samples collected by Green Cove in 2020 (ENPRO, March 5, 2021) from the former garage, aboveground storage tank, drum storage and vehicle storage areas did

not show the presence of petroleum or petroleum-related contaminants in soil at concentrations exceeding MTCA Method A or B cleanup levels for unrestricted land use with the exception of one exceedance of carcinogenic polycyclic aromatic hydrocarbons (cPAH) TEQ in surface soil sample SS3.

5.8

Historical aerial photos taken between 1973 and 1990 show the subject property was used for log storage. The presence of logs and buried wood debris were identified in multiple records. Reports from concerned citizens allege that some of the logs were creosote poles/pilings. Creosote pilings can be a source of polycyclic aromatic hydrocarbon (PAH) contamination. Additionally, there is a potential for methane gas generation from the breakdown of organic materials (wood debris) buried as fill on the site.

5.9

Reports made to the Environmental Report Tracking System (ERTS) between January 2015 and February 2020 (ERTS #654104, #654938, #687561, and #696417) allege improper storage of hazardous materials and illegal dumping on the subject property.

5.10

The Green Cove Park Development Draft Remedial Investigation Report – V.1. (ENPRO, March 5, 2021) documents the results of remedial investigation activities conducted at the site in 2020 and 2021 as an independent action. The work consisted of drilling 21 soil borings, installing 11 monitoring wells, and collection and laboratory analysis of soil and groundwater samples. The results identified carcinogenic PAHs in soil (in 2 out of 49 total samples), heavy oil-range total petroleum hydrocarbons in soil (in 1 out of 53 samples), and diesel and heavy oil-range total petroleum hydrocarbons, arsenic, iron, and manganese in groundwater (in 8 out of 10 monitoring wells from where groundwater samples were collected and analyzed) at concentrations exceeding MTCA Method A or B soil and groundwater cleanup levels.

6. Ecology Determinations

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

6.1

Green Cove is an “owner or operator” as defined in RCW 70A.305.020(22) of a “facility” as defined in RCW 70A.305.020(8).

6.2

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.

6.3

Based upon credible evidence, Ecology issued a PLP status letter to Green Cove dated August 18, 2021, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing comments submitted by Green Cove on September 15, 2021, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Green Cove is a PLP under RCW 70A.305.040 and notified Green Cove of this determination by letter dated October 28, 2021.

6.4

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.

7. Work to be Performed

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

7.1

Green Cove will implement the attached Data Gap Report and Remedial Investigation Work Plan (Exhibit B) and complete a Remedial Investigation, conduct interim actions if required or agreed to by Ecology, complete a Feasibility Study if necessary, and prepare a preliminary draft Cleanup Action Plan for the Site if necessary in accordance with the schedule and terms of the Scope of Work and Schedule, Exhibit C, and all other requirements of this Order.

7.2

If Green Cove 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, Green Cove, 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.

7.3

Green Cove 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 first month after the end of the quarter for 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, and email to Ecology's project coordinator. The Progress Reports shall include the following:

7.3.1

A list of on site activities that have taken place during the quarter.

7.3.2

Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.

7.3.3

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.

7.3.4

For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.

7.3.5

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.

7.3.6

A list of deliverables for the upcoming quarter.

7.4

All plans or other deliverables submitted by Green Cove 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. Green Cove shall take any action required by such deliverable.

7.5

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. Any Party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, Green Cove 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).

Green Cove 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 Green Cove 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.

7.6

If Ecology determines that Green Cove has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Green Cove, perform any or all portions of the remedial action or at Ecology's discretion allow Green Cove the opportunity to correct. In an emergency, Ecology is not required to provide notice to Green Cove, or an opportunity for dispute resolution. Green Cove shall reimburse Ecology for the costs of doing such work in accordance with Section 8.1 (Payment of Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section 10 (Enforcement).

7.7

Except where necessary to abate an emergency situation or where required by law, Green Cove 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 8.11 (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, Green Cove 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.

8. Terms and Conditions

8.1 Payment of Remedial Action Costs

Green Cove 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 that are directly related to Ecology's oversight 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 \$58,005.82 in remedial action costs related to this Site as of June 30, 2023. For all Ecology costs incurred, Green Cove 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.

8.2 Designated Project Coordinators

The project coordinator for Ecology is:

Connie Groven
PO Box 47775, Olympia WA 98504-7775
(360) 584-7037
connie.groven@ecy.wa.gov

The project coordinator for Green Cove is:

Carla Brock
Aspect Consulting, LLC

710 2nd Avenue, Suite 550
(206)838-6598
cbrock@aspectconsulting.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 Green Cove, 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.

8.3 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.

Green Cove 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.

8.4 Access

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that Green Cove 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 Green Cove'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 Green Cove. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Green Cove 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.

Green Cove shall make best efforts to secure access rights for those properties within the Site not owned or controlled by Green Cove 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 Green Cove 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 90 days after the effective date of this Order, Green Cove 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 Green Cove, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from Green Cove 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.

8.5 Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, Green Cove 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 7 (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, Green Cove shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Green Cove pursuant to implementation of this Order. Green Cove shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Green Cove 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 8.4 (Access), Ecology shall notify Green Cove 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.

8.6 Public Participation

Ecology shall maintain the responsibility for public participation at the Site. However, Green Cove shall cooperate with Ecology, and shall:

8.6.1

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.

8.6.2

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 Green Cove 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 Green Cove that do not receive prior Ecology approval, Green Cove shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

8.6.3

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.

8.6.4

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

- a. Olympia Timberland Regional Library
313 8th Avenue SE

Olympia, WA 98501
(303) 352-0595

- b. Ecology's Southwest Regional Office
300 Desmond Drive
Lacey, WA 98503
(360) 407-6365

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 Regional Office in Lacey, Washington.

8.7 Access to Information

Green Cove 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 Green Cove'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. Green Cove 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 Green Cove may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If Green Cove withholds any requested Records based on an assertion of privilege, Green Cove 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.

8.8 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, Green Cove 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.

8.9 Resolution of Disputes

8.9.1

In the event that Green Cove elects to invoke dispute resolution Green Cove must utilize the procedure set forth below.

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

8.9.1.2 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 [Subject PLP(s)'s] position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

8.9.1.3 Green Cove may then request regional management review of the dispute. Green Cove must submit this request (Formal Dispute Notice) in writing to the [region] 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; Green Cove's position with respect to the dispute; and the information relied upon to support its position.

8.9.1.4 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.

8.9.2

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.

8.9.3

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.

8.9.4

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 7.1 (Work to be Performed) or initiating enforcement under Section 10 (Enforcement).

8.10 Extension of Schedule

8.10.1

Green Cove's 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:

8.10.1.1 The deadline that is sought to be extended.

8.10.1.2 The length of the extension sought.

8.10.1.3 The reason(s) for the extension.

8.10.1.4 Any related deadline or schedule that would be affected if the extension were granted.

8.10.2

The burden shall be on Green Cove 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:

8.10.2.1 Circumstances beyond the reasonable control and despite the due diligence of Green Cove 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 Green Cove.

8.10.2.2 A shelter in place or work stoppage mandated by state or local government order due to public health and safety emergencies.

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

8.10.2.4 Endangerment as described in Section 8.12 (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 Green Cove.

8.10.3

Ecology shall act upon any Green Cove's written request for extension in a timely fashion. Ecology shall give Green Cove 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 8.11 (Amendment of Order) when a schedule extension is granted.

8.10.4

At Green Cove'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:

8.10.4.1 Delays in the issuance of a necessary permit which was applied for in a timely manner.

8.10.4.2 Other circumstances deemed exceptional or extraordinary by Ecology.

8.10.4.3 Endangerment as described in Section 8.12 (Endangerment).

8.11 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 8.13 (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 Green Cove.

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, Green Cove 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 8.9 (Resolution of Disputes).

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

In the event Green Cove 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, Green Cove may cease such activities. Green Cove 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, Green Cove shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Green Cove's cessation of activities, it may direct Green Cove to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, Green Cove'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 8.10 (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.

8.13 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 Green Cove to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Green Cove regarding remedial actions required by this Order, provided Green Cove complies with this Order.

Ecology nevertheless reserves its rights under RCW70A.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, Green Cove does not admit to any liability for the Site. Although Green Cove is committing to conducting the work required by this Order under the terms of this Order, Green Cove 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.

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

8.15 Compliance with Applicable Laws

8.15.1 Applicable Laws

All actions carried out by Green Cove 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. Green Cove 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 Green Cove, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and Green Cove must implement those requirements.

8.15.2 Relevant and Appropriate Requirements.

All actions carried out by Green Cove 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 Green Cove, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and Green Cove must implement those requirements.

8.15.3

Pursuant to RCW 70A.305.090(1), Green Cove 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, Green Cove 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.

8.15.4

Green Cove 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 Green Cove 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 Green Cove shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Green Cove 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 Green Cove and on how Green Cove must meet those requirements. Ecology shall inform Green Cove in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Green Cove 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 Green Cove 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.

8.16 Indemnification

Green Cove 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 Green Cove, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Green Cove 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.

9. Satisfaction of Order

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

10. Enforcement

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

10.1

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

10.2

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.

10.3

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

10.3.1

Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

10.3.2

Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

10.4

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: _____

Green Cove Park LLC



Jerry Mahan
Owner
Puyallup, WA 98372
(253) 686-1100

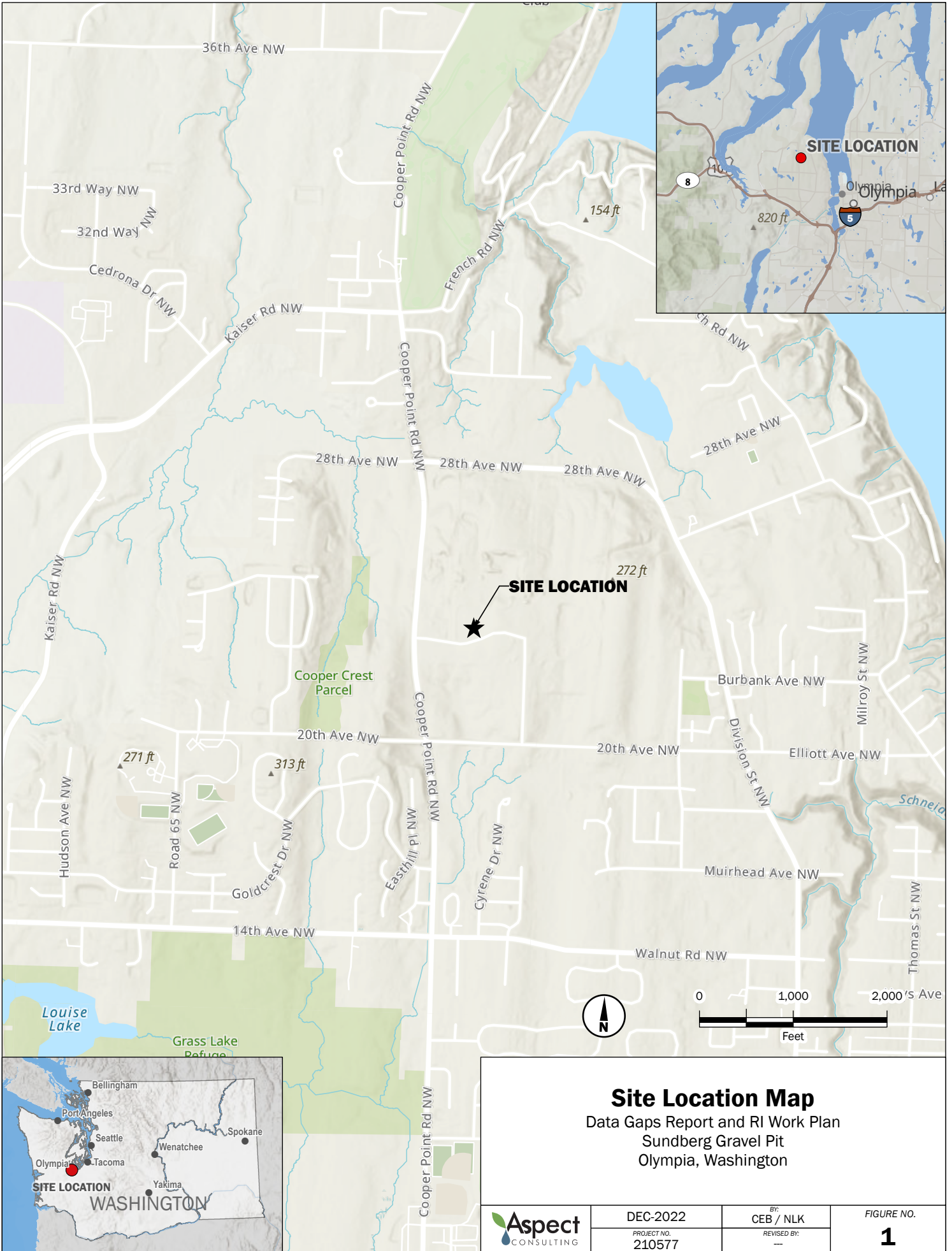
1-30-2024

State of Washington
Department of Ecology


Rebecca S. Lawson, PE, LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office
(360) 407-6241

Exhibit A – Site Location Map

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Site Location Map
 Data Gaps Report and RI Work Plan
 Sundberg Gravel Pit
 Olympia, Washington

	DEC-2022	BY: CEB / NLK	FIGURE NO. 1
	PROJECT NO. 210577	REVISED BY: ---	

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Exhibit B – Data Gap Report and Remedial Investigation Work Plan

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Exhibit C – Scope of Work and Schedule

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Exhibit C — Scope of Work and Schedule

Scope of work

Purpose

The work under this Agreed Order (AO) requires Green Cove to:

- Implement the Data Gap Report and Remedial Investigation Work Plan (RI Work Plan) and complete a Remedial Investigation (RI).
- Conduct interim actions if required or agreed to by Ecology.
- Complete a Feasibility Study (FS) if necessary, based on the results of the RI.
- Prepare a preliminary Draft Cleanup Action Plan (DCAP) to select a cleanup alternative, if necessary, based on the results of the RI.

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.

Green Cove shall coordinate with Ecology throughout the implementation of the RI Work Plan, any Interim Action(s), development of RI and FS, and preparation of the 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.

Green Cove will address comments from Ecology on all deliverables under this order.

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

- Task 1. Remedial Investigation
- Task 2. Interim Action(s) (if required)
- Task 3. Feasibility Study (if necessary)
- Task 4. DCAP (if necessary)
- Task 5. SEPA Compliance
- Task 6. Public Participation

Task 1. Remedial Investigation

Green Cove shall conduct an RI that meets the requirements of WAC 173-340-350(7) and WAC 173-204-550, including implementing the attached RI Work Plan, as approved by Ecology, according to the schedule in this scope of work and the RI Work Plan. 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 and QAPP. Deviation(s) from the approved SAP and QAPP must be communicated to Ecology immediately and documented as required by Ecology.

Green Cove 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. Electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall also be provided either in the report or as an attachment.

Prior to submittal of the Agency Review Draft RI Report, a Key Project Meeting will be held. During the Remedial Investigation Pre-Report Check-In, Ecology and Green Cove will review available data and an updated conceptual site model and discuss the content and organization of the Agency Review Draft RI Report.

Green Cove shall compile the results of the Site investigation into an Agency Review Draft RI Report. Green Cove shall prepare two (2) copies of the Agency Review Draft RI Report and submit them, including one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology for review and comment.

After incorporating Ecology's comments on the Agency Review Draft RI Report, Green Cove shall prepare three (3) copies of a Public Review Draft RI Report and submit them, including one print copy and one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology for distribution and public comment. Ecology may require up to five (5) additional print copies to support the public comment period.

Following public comment, Green Cove will shall make any changes deemed necessary by Ecology and submit a Final RI Report for Ecology's approval. Green Cove shall prepare three (3) copies of the Final RI Report and submit them, including one print copy and one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology. The RI Report will not be considered Final until after a public review and comment period and approval by Ecology.

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, additional phases of investigation shall be conducted, as necessary, to define the extent of contamination and select a cleanup action plan.

Task 2. Interim Actions (if required)

Remedial actions implemented prior to completion of the RI/FS, including those that:

- Are 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,
- Correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or
- Are needed to provide for completion of the remedial investigation/feasibility study or design of the cleanup action,

will be considered interim actions. The interim actions will be implemented 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 Green Cove and approved by Ecology, Green Cove will implement an interim action.

The scope of the interim actions may include, but not be limited to, typical source control or containment elements such as:

- Soil or sediment removal.
- Groundwater remediation.
- Repair, slip lining, replacement, or closure of stormwater conveyances or other structures such as conduit, vaults, catch basins, etc.
- Removal of underground storage tanks and pipes.
- Removal of old drain fields or former surface impoundments.
- Proper abandonment of old wells.
- Removal of contaminated building or other structural material.
- Construction of a treatment facility.
- Shoreline stabilization such as bulkhead repair, erosion or seepage control, and grading or clearing.

If an interim action is to be performed, Green Cove 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, schedule for completion, 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.
- Permits required.

Green Cove will also submit a copy of the Health and Safety Plan for the project. Green Cove will be responsible for complying with the State Environmental Policy Act (SEPA) Rules 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.

Green Cove shall prepare two (2) copies of the Agency Review Draft Interim Action Work Plan and submit them, including one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology for review. Green Cove shall incorporate Ecology's comments and then prepare three (3) copies of the Public Review Draft Interim Action Work Plan and submit them, including one print copy and one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology. Ecology may require up to five (5) additional print copies to support the public comment period.

After a public notice and comment period for the Public Review Draft IAWP (and SEPA determination), Green Cove shall make any changes deemed necessary by Ecology and submit a Final IAWP. Ecology will approve the Final IAWP (if appropriate), and the document will be considered final. Green Cove shall prepare three (3) copies of the Final IAWP and submit them, including one print copy and one electronic copy each in Word (.docx) and Adobe (.pdf) formats. Once approved by Ecology, Green Cove will implement the interim action according with the approved schedule in the IAWP.

Upon successful completion of the work, an Agency Review Draft Interim Action Report will be prepared as a separate deliverable. Green Cove shall prepare two (2) copies of the Agency Review Draft Interim Action Report and submit them, including one electronic copy each in

Word (.docx) and Adobe (.pdf) formats, to Ecology for review and approval. After incorporating Ecology's comments on the Agency Review Draft Interim Action Report and after Ecology approval, Green Cove shall prepare three (3) copies of the Final Interim Action Report and submit them, including one print copy and one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology.

Task 3. Feasibility Study (if necessary)

If the RI shows contamination exists at the Site, Green Cove shall use the information obtained in the RI to prepare an Agency Review Draft Feasibility Study (FS) that meets the applicable requirements of WAC 173-340-350(8) according to the Schedule in this exhibit. The Agency Review Draft 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.

Prior to beginning the FS, a Key Project Meeting will be held to review ARARs, potential remedial alternatives and establish points of compliance.

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

The remedial alternative that is judged to best satisfy the evaluation criteria will be identified. Justification for the selection will be provided, and the recommended remedial alternative further developed, in the FS Report.

Green Cove shall prepare two (2) copies of the Agency Review Draft FS and submit them, including one electronic copy in Word (.docx) and Adobe (.pdf) formats, to Ecology for review. After addressing Ecology's comments on the Agency Review Draft FS, Green Cove shall prepare three (3) copies of the Public Review Draft FS and submit them, including one print and one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology for distribution and public comment. Ecology may require up to five (5) additional print copies to support the public comment period.

Following the public comment period, Green Cove shall make any changes deemed necessary by Ecology and submit a Final FS Report for Ecology's approval. Green Cove shall prepare three (3) copies of the Final FS Report. The Final FS Report will not be considered final until after a public review and comment period and approval by Ecology.

Task 4. Preliminary Draft Cleanup Action Plan (if necessary)

If the RI shows contamination exists at the Site, Green Cove will prepare a preliminary Draft Cleanup Action Plan. Upon Ecology approval of the Final Remedial Investigation Report and Final Feasibility Study, a Key Project 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 Draft Cleanup Action Plan (DCAP).

Green Cove shall prepare an Agency Review preliminary DCAP in accordance with WAC 173-340-380 that provides Ecology's selected remedial action to address the contamination present on the Site. The preliminary DCAP shall include a general description of the proposed remedial actions, cleanup standards developed from the RI/FS and rationale regarding their selection, a schedule for implementation, description of any institutional controls proposed, and a summary of applicable local, state, and federal laws pertinent to the proposed cleanup actions.

Green Cove will submit an Agency Review preliminary DCAP for Ecology's review and approval. The Agency Review preliminary DCAP will include, but not be limited to, the information listed under WAC 173-340-380. Green Cove shall prepare two (2) copies of the Agency Review preliminary DCAP and submit them, including one electronic copy each in Word (.docx) and Adobe (.pdf) formats, to Ecology for review and approval. If necessary, Green Cove shall revise the preliminary DCAP to address Ecology's comments. Ecology will prepare the DCAP for public review using Green Cove's preliminary DCAP.

Task 5. SEPA Compliance

Green Cove shall be responsible for complying with the State Environmental Policy Act (SEPA) Rules including preparing and submitting an environmental checklist. If the result of the threshold determination is a determination of significance (DS), Green Cove shall be responsible for the preparation of draft and final environmental impact statements. Green Cove shall assist Ecology with coordinating SEPA public involvement requirements with MTCA public involvement requirements whenever possible, such that public comment periods and meetings or hearings can be held concurrently.

Task 6. Public Participation

Green Cove shall support Ecology, as requested, in presenting the Public Review Draft RI Report, the Public Review Draft FS Report, the DCAP and SEPA evaluations at public meetings or hearings. Green Cove will support Ecology at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

Green Cove shall support Ecology in responding to public comments, if requested by Ecology, following the public comment period.

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 Green Cove 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. All deliverables shall incorporate Ecology's comments on previous deliverables.

RI/FS Deliverables/Action	Due Dates
Implement RI Work Plan	Begin within 90 days of the effective date of the agreed order according to the schedule in the RI Work Plan (Exhibit B).
Agency Review Draft RI Report	90 days following receipt of all validated laboratory data
Public Review Draft RI Report	45 calendar days following receipt of Ecology comments on Agency Review Draft RI Report
Agency Review Draft IAWP	If required, by the date determined by Ecology
Public Review Draft IAWP	45 calendar days following receipt of Ecology comments on Agency Review Draft IAWP
Final IAWP	30 calendar days following receipt of changes deemed necessary by Ecology following public comment
Implement IAWP	According to the schedule in the Final IAWP
Agency Review Draft Interim Action Report	45 days after completion of the Final IAWP
Final Interim Action Report	30 days following receipt of Ecology comments on the Agency Review Draft Interim Action Report and Ecology's approval of changes
Agency Review Draft FS Report	90 days following completion of Public Review Draft RI Report
Public Review Draft FS Report	45 calendar days following receipt of Ecology's comments on the Agency Review draft FS
Final RI and FS reports	30 calendar days following receipt of changes deemed necessary by Ecology following public comment
Agency Review preliminary Draft Cleanup Action Plan (DCAP)	90 calendar days following approval of the Public Review Draft RI and FS reports