State of Washington
Department of Ecology

In the Matter of Remedial Action by:
West Bay Development Group, LLC
Agreed Order
No. DE 21726

At the Hardel Mutual Plywood Site, CSID 3704

To: Ronald Newman
West Bay Development Group, LLC
P.O. Box 1376
Sumner, WA 98390

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1. Introduction

The mutual objective of the Washington State Department of Ecology (Ecology) and West Bay Development Group, LLC (WBDG) 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 WBDG to complete a supplemental remedial investigation (RI), feasibility study (FS), and a preliminary draft Cleanup Action Plan (CAP). 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. WBDG agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter WBDG's responsibility under this Order. WBDG 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 and WAC 173-340 shall control the meanings of the terms in this Order.

4.1 Site

The Site is referred to as Hardel Mutual Plywood. 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 1210 West Bay Drive NW, Olympia, Thurston County, as shown in the Location Diagram (Exhibit A).[1]

4.2 Parties

Refers to Ecology and WBDG.

4.3 Potentially Liable Persons (PLP(s))

Refers to the PLPs identified by Ecology for the Site:

- WBDG
- Hardel Mutual Plywood, Inc.

Hardel Mutual Plywood, Inc., while named as a PLP, is not a party to this Agreed Order.

4.4 Subject PLP(s)

Refers to WBDG, the PLP subject to this Order.

4.5 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 WBDG.

5.1 Site Location

Based upon factors currently known to Ecology, the Site is generally located at 1210 West Bay Drive NW, Olympia, Thurston County, and where the remedial action will be implemented is specifically shown on the Location Diagram (Exhibit A).

Sampling data from past environmental investigations and interim cleanup actions have documented the presence of hazardous substances at the Site in various media including soil, sediment, and groundwater. Constituents identified in these investigations as exceeding published MTCA cleanup levels and/or screening levels in one or more of the above media include total petroleum hydrocarbons (TPH) in the gasoline (TPH-G), diesel (TPH-D), and heavy oil (TPH-HO) ranges, volatile organic compounds (VOCs), semi-volatile

[1] Thurston County records now show that the former WBDG Assessor's Parcel Numbers (APNs) 72600200100 and 91013100000 at the Site has been divided into a total of five parcels with corresponding new assessor parcel numbers and addresses. The Site parcels now have addresses of 1410, 1420, 1430, 1510, and 1520 West Bay Drive NW.

organic compounds (SVOCs), carcinogenic polycyclic aromatic hydrocarbons (cPAHs), metals, and dioxins/furans.

5.2 Ownership and Use History

The property is currently vacant and undeveloped and includes Thurston County Assessor's Parcel Numbers (APNs) 72600200105, 72600200104, 72600200103, 72600200102, and 72600200101. The most recent use of the property was by plywood mill operated by Hardel Mutual Plywood from 1951 to 1996 when the mill was destroyed by fire. Hardel stored, handled, and used green veneer, petroleum products, caustic containing sodium hydroxide, low formaldehyde content resin, glue, pitch, and several finishing chemicals in the process of plywood manufacturing.[2] Prior to 1951 the property was used for a variety of wood milling related facilities, beginning with the West Side Mill in the late 1800s. Subsequent Site operations included the Henry McCleary Timber Company (shown on a 1924 Sanborn Fire Insurance Map), Olympia Harbor Lumber Company (from a 1939 city directory), Olympia Towing (from 1945, 1951-1952, 1955, 1960, 1965, and 1970 city directories), and West Side Log Dump (from 1945, 1951-1952, 1955, 1960, 1965, and 1970 city directories).[3] Olympia Towing operated the former 1,000-foot-long railroad trestle at the Site, which was their main log dump in the West Bay of Budd Inlet (McIntosh, 2010).[4] West Side Log Dump stored logs in West Bay (McIntosh, 2010).

The ownership interests in the property passed from Hardel Mutual Plywood Corporation to WBDG on November 15, 2021.

5.3 General Property Description

The two parcels that comprise the property total approximately 19.28 acres that extend from West Bay Drive eastward into intertidal and subtidal areas of Budd Inlet. The portion of the property above mean sea level is approximately 7.5 acres. At the present time, all buildings have been removed, but concrete slabs, pavement, former building foundations, and other former infrastructure features are still present. These features include concrete walls and pilings located in Budd Inlet that were part of the former log dump railroad trestle. If pilings were used to support the two conveyors associated with the circa 1924 "refuse fire" area or other historical in-water operations, these pilings may still be present.

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[2] Greylock Consulting, LLC, *Draft Remedial Investigation Report, Former Hardel Plywood Site, 1210 West Bay Drive NW, Olympia, Washingto*n, December 17, 2007.

[3] City directory information from: *Tetra Tech EM Inc., Phase I Environmental Site Assessment, Hardel Mutual Plywood Waterfront Property, 1210, N.W. West Bay Drive, Olympia, Washington*, July 1999.

[4] McIntosh, Sarah Smyth, *West Bay Industrial History from 1891 to 2008,* pp. 83-88, in: Olympia Washington: A People's History, edited by Drew Crooks, 2010.

5.4 Chemical Storage, Ecology Inspections, and Past Releases

Chemicals were stored at the Site and released to the environment from historical operations by Hardel (and pre-Hardel owners/operators) prior to WBDG purchasing the property in 2021. As noted in previous Agreed Order DE 4108, the following information and/or inspection results pertain to chemical storage, past spills and/or releases at the Site between 1981 and 1996:[5]

- In 1981, an Ecology inspector photographed spills and leakage from the 10,000-gallon phenolic resin above-ground storage tank (AST).
- In January 1982, Ecology performed an inspection of the facility and documented spills of phenolic resin near the reserve phenolic tank, located just outside the glue mixing area. Ecology noted that the tank did not have any secondary containment.
- In February 1986, Ecology photographed light non-aqueous phase liquid (LNAPL) in facility storm drains.
- On July 8, 1986, a 100- to- 300-gallon spill of phenolic resin (Cascophen PF 313 H) from a delivering tanker truck was documented at the facility.
- During an Ecology inspection on February 20, 1991, dark colored stormwater with some visible sheen was observed in stormwater drains which led to outfalls that discharge into Budd Inlet.
- On April 19, 1991, Ecology performed another inspection of the facility, at which time all stormwater runoff was being discharged to Budd Inlet without any treatment.
- A surface water sample was collected from the area near the caustic storage tanks on September 6, 1996, which resulted in detections of phenol (214 micrograms per liter [µg/L]), benzoic acid (175 µg/L), and 4-methylphenol (25 µg/L).

5.5 Previous Facility Fires

Several historical fires associated with facility operations occurred at the Site prior to WBDG purchasing the property in 2021. These fires could have caused the release of hazardous materials and/or wood debris to the environment. Evidence of facility fires between the early 1900s and 1996 is summarized below:

- The 1924 Sanborn Fire Insurance Map labelled the easternmost portion of the Site as “ruins of fire.” This may be referring to the May 1923 fire that totally destroyed the Henry McCleary Timber Company’s plywood plant.[6]

[5] Section IV of the Agreed Order.

[6] Plywood Pioneers Association, Plywood in Retrospect; The Henry McCleary Timber Company, Monograph No. 4, February 1968. Available at: https://www.apawood.org/data/Sites/1/documents/monographs/4-the-henry-mccleary-timber-co.pdf

- A “refuse fire area” is shown offshore and northeast of the mill on the 1924, 1946, and 1947 Sanborn Fire Insurance Maps.
- On November 8, 1954, the fire department answered an alarm at the Hardel Mutual Plywood plant. According to the newspaper account, the fire in a veneer dryer was extinguished before it could do any damage.[7]
- On July 9, 1969, a 40-feet by 30-feet hog fuel bin caught fire. The bin contained wood chips that were used for fueling the plant’s boilers. According to the newspaper account, the fire was confined to the heavy timber and metal bin.[8] Hardel Manager Dick Bellas was quoted as stating that that plant operations would only be hindered for a couple of days while crews empty the bin of wet, smoldering wood chips and replace damaged equipment. It is not known how the wood chips from the bin were disposed of.
- The newspaper reported that a “pretty spectacular” fire broke out above the veneer dryer at 2:50 am on September 6, 1979.[9] The cause was a broken shroud and the resulting fire burned through a line carrying oil to a pump, spewing oil over the outside of the dryer. However, the overhead sprinklers held the fire down until the fire department arrived and they were able to extinguish the flames in about 10 minutes.
- On March 23, 1989, one millworker and two firefighters were injured in a fire marked by a half-dozen explosions.[10] The fire started in one of the ducts leading to the mill’s five hoppers, all of which were destroyed. The first and biggest explosion, in a hopper containing sander and planer dust, blew the doors off the dust bagger unit and caused the injuries. The fire spread to the top of the sawdust storage tower. Fire fighters opened the bottom of the tower and used hoses to remove the sawdust until the fire was quenched. Fire-fighting water and sawdust was discharged into Budd Inlet and the resulting sawdust plume lingered for days.[11]
- A fire destroyed the Hardel Plywood facility on September 1, 1996. Tons of ash-tainted water along with debris were discharged into Budd Inlet, creating an intermittent, 80-yard wide, caustic plume.[12] According to the newspaper account, the plume did not appear to harm wildlife (fish and birds). A subsequent newspaper article reported that the caustic plume quickly dissipated and that three metal tanks with a combined capacity of 16,000 gallons were still intact after the fire.[13] The article reported that the contents of these tanks (sodium

[7] The Daily Olympian newspaper, November 8, 1954, page 12.
[8] The Daily Olympian newspaper, July 10, 1969, vol. 79, No. 98, page 1.
[9] The Daily Olympian newspaper, September 6, 1979, page 14 (Section B2).
[10] Seattle Post-Intelligencer, March 24, 1989, page B2.
[11] Agreed Order DE 4108, Section IV.F.
[12] The Daily Olympian newspaper, September 2, 1996, page A5.
[13] The Daily Olympian newspaper, September 4, 1996, page A2.

hydroxide with traces of formaldehyde, resins, and plywood glue) accounted for the bulk of the chemicals stored and used at the plant.

5.6 Ecology Agreed Order DE 4108

On April 30, 2007, Ecology issued Agreed Order No. DE 4108 to Hardel Mutual Plywood, Inc. to conduct a RI/FS and if necessary, interim free product removal actions. As documented in the Ecology-approved RI Report, constituent concentrations in 2007 soil, groundwater, and sediment samples exceeded applicable cleanup levels.[14] Cleanup level exceedances for TPH-D, TPH-HO, polycyclic aromatic hydrocarbons (PAHs), and naphthalene were detected in soil and/or groundwater. In addition, 0.95 feet of LNAPL was found in one well (MW-1). In sediment, elevated dioxins/furans concentrations (ranging from 18 to 41 ng/kg) were detected at the Site, and an elevated bis(2-ethylhexyl)phthalate concentration was detected in a sample in the southern end of the shoreline. The recommended cleanup action alternative in the Ecology-approved 2009 FS Report included (1) free product removal from groundwater via excavation and pumping, and (2) excavation and off-site disposal of petroleum-contaminated soil.[15] Based on the July 2009 discovery of LNAPL in another well (MW-5), a supplemental subsurface investigation was conducted in September 2009.[16] LNAPL was encountered in three wells during this supplemental investigation (MW-1, MW-5, and MW-9) and absorbent socks were placed in these three wells in September 2009.

Since the increasing LNAPL extent posed an immediate threat to the environment, Hardel proposed an interim action. In December 2009 and January 2010, Ecology held a public comment period and approved the interim action. The scope of the interim action included:

- Removing and crushing concrete building foundations. Hardel kept clean concrete to use as fill material.
- Removing contaminated soil and filling the areas with clean soil.
- Covering the property with one foot of clean recycled crushed concrete.
- Pumping and treating groundwater from areas where soil was removed.
- Removing free-floating contaminants.
- Sampling soil to make sure all contaminated soil was removed.

The interim action removed approximately 23,331 tons of TPH-D/TPH-HO-impacted soil and debris, and approximately 1,250,600 gallons of treated water were discharged to the sanitary sewer system between July 9 and September 21, 2010, in accordance with a

[14] Greylock Consulting LLC (Greylock), *Remedial Investigation Report, Former Hardel Plywood Site, 1210 West Bay Drive NW*, December 17, 2007.
[15] Greylock, *Feasibility Study, Former Hardel Plywood Site, 1210 West Bay Drive NW*, May 8, 2009.
[16] Greylock, *Supplemental Subsurface Investigation, Former Hardel Plywood Site, 1210 West Bay Drive NW*, November 9, 2009.

Discharge Authorization Letter from LOTT.[17] After completing the interim action, Hardel sampled groundwater for four quarters between December 2010 and August 2011. Since no contaminants were found in soil excavation confirmation samples or the 2010 – 2011 groundwater samples above cleanup levels, Ecology determined that no more investigations or remedial actions were necessary.

Ecology prepared a draft CAP in January 2012 and held a public comment period in March and April 2012 for the 2007 RI, the 2009 FS, and the draft CAP. Following the public comment period, Ecology prepared the final CAP in April 2012. The selected cleanup action alternative in the CAP was the cleanup action alternative recommended in the 2009 FS and implemented in the 2010 interim action. Following another public comment period in June and July 2012, Ecology removed the Site from the Hazardous Sites List. Ecology issued an Agreed Order Satisfaction Letter on August 22, 2012, which stated that no additional remedial action was necessary unless new or different information became known.

5.7 2020-2022 WBDG Investigations

On behalf of WBDG, Pioneer Technologies Corporation (Pioneer) conducted investigation activities prior to and after WBDG purchased the property from Hardel, and discovered additional areas of contamination not found during work under the previous agreed order. Phase I and Phase II Environmental Site Assessments (ESAs) were completed in 2020 for due diligence purposes. Additional soil, groundwater, and methane soil vapor investigation activities were completed between August 2020 and September 2022. Constituents in soil and/or groundwater with potentially applicable MTCA cleanup level and/or screening level exceedances during these 2020-2022 investigations included TPH-G, TPH-D, TPH-HO, VOCs (benzene, ethylbenzene, ethylene dibromide, and tetrachloroethylene), SVOCs (total cPAHs, acenaphthene, anthracene, fluoranthene, fluorene, total naphthalenes, and pyrene), and metals (arsenic and silver).[18] Elevated methane concentrations were also found in soil vapor.

5.8 Rescission of No Further Action (NFA) Status

Because additional contamination had been identified at the Site, on August 17, 2021, Ecology issued a rescission of the NFA determination that was contained in the August 22, 2012 Agreed Order Satisfaction Letter, and the Site was added to the Confirmed and Suspected Contaminated Sites List.

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[17] Greylock Consulting, LLC, *Interim Action Closure Report, Former Hardel Plywood Site, 1210 West Bay Drive NW, Olympia, Washingto*n, December 2010.

[18] Pioneer, *Remedial Investigation Data Gap Report, Hardel Mutual Plywood Corporation Site, 1210 West Bay Drive NW*, August 2021; and Pioneer, RI *Data Gap Report Addendum #1, Hardel Mutual Plywood Corporation Site, 1210 West Bay Drive NW*, March 31, 2022.

5.9 Voluntary Cleanup Program (VCP)

On August 31, 2021, Ecology received an application from WBDG for the Site to be entered into Ecology's Voluntary Cleanup Program (VCP). Ecology accepted the VCP application on September 30, 2021. While in the VCP, WBDG's consultant, Pioneer, submitted workplans and summary reports of investigations to Ecology for review. During the time that they were enrolled in the VCP, no formal opinion letters were issued by Ecology in response to these documents. However, Ecology and Pioneer did have informal communications regarding RI data gaps. For example, on January 11, 2022, Ecology provided verbal comments on the RI Data Gap Report.[19] In response to Ecology's verbal comments, Pioneer submitted response documents to Ecology (Pioneer 2022).[20]

5.10 VCP Termination and Agreed Order Request

On March 7, 2023, WBDG notified Ecology that they are terminating the VCP agreement for the Site because Ecology's recent request for sediment sampling is beyond the scope of the VCP. Therefore, WBDG requested an Agreed Order with Ecology to further the investigation and cleanup of the Site.

6. Ecology Determinations

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

6.1 Liability Determination

WBDG is an "owner or operator" as defined in RCW 70A.305.020(22) of a "facility" as defined in RCW 70A.305.020(8). 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.

Based upon credible evidence, Ecology issued a PLP status letter to WBDG, dated March 16, 2023, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. By letter dated April 12, 2023, WBDG voluntarily waived its rights to notice and comment and accepted Ecology's determination that WBDG is a PLP. Therefore, Ecology issued a determination that WBDG is a PLP under RCW 70A.305.040 and notified WBDG of this determination by letter dated April 17, 2023.

[19] Pioneer, *Remedial Investigation Data Gap Report, Hardel Mutual Plywood Corporation*, August 2021.
[20] Pioneer, *Addressing Ecology's RI Data Gaps, Hardel Mutual Plywood Corporation Site*, October 25, 2022; and, Pioneer, *Responses to Nick Acklam's January 11, 2022 Verbal Comments on the August 2021 RI Data Gap Report, Hardel Mutual Plywood Corporation Site*, October 25, 2022.

6.2 Need for Remedial Action

The 2020 – 2022 WBDG investigation activities discovered additional areas of upland contamination not found during work under the previous agreed order. In addition, several studies since 2012 show dioxins/furans and cPAHs sediment contamination that generally decrease in concentration away from the Site.[21] Ecology evaluated these data and historic activities (such as previous facility fires and hog fuel boiler use at the Site), and concludes that additional remedial action is needed for the upland and sediment portions of the Site.

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 WBDG take the following remedial actions at the Site:

7.1 Scope of Work and Schedule

WBDG will complete a Supplemental RI/FS and submit an Ecology Review preliminary draft CAP for the Site in accordance with the schedule and terms of the Scope of Work and Schedule, Exhibit B, and all other requirements of this Order.

7.2 Reporting Significant Change in Conditions

If WBDG 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, WBDG, 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 Deliverables – Integral and Enforceable

All plans or other deliverables submitted by WBDG for Ecology's review and approval under the Scope of Work and Schedule (Exhibit B) shall, upon Ecology's approval,

[21] For example: Anchor QEA, LLC (Anchor), *Draft Investigation Report, Port of Olympia Budd Inlet Sediment Site*, December 2013; NewFields, *Budd Inlet Sediment Dioxin Source Study, Olympia, WA, Final Report*, Ecology Publication 16-09-101, March 2016; Anchor, *Final Investigation Report Port of Olympia Budd Inlet Sediment Site*, Port of Olympia, August 2016; and, Ecology, *South Puget Sound Regional Background, Final Data Evaluation and Summary Report*, Ecology Publication no. 18-09-117. April 2018.

become integral and enforceable parts of this Order. WBDG shall take any action required by such deliverable.

7.4 Interim Action

Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a CAP. Any Party may propose an interim action under this Order. For instance, WBDG and/or Ecology may propose a sediment interim action based on supplemental RI sediment results if necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more sediment pathways for exposure to a hazardous substance.

If the Parties are in agreement concerning the interim action, WBDG 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). WBDG 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 WBDG 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.

7.5 Failure to Make Sufficient Progress

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

7.6 Approval for Additional Remedial Actions

Except where necessary to abate an emergency situation or where required by law, WBDG 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, WBDG 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

WBDG shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173 340 550(2). Ecology has accumulated $7,019.09 in remedial action costs related to this Site as of June 30, 2023. For all Ecology costs incurred, WBDG 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:

Steve Teel
Toxics Cleanup Program
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775
steve.teel@ecy.wa.gov
(360) 890-0059

The project coordinator for WBDG is:

Brandon Smith, P.E.
WBDG
PO Box 1376
Sumner, WA 98390
brandon@themilestonecompanies.com
(253) 720-2813

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 WBDG, 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.

WBDG 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 WBDG 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 WBDG'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 WBDG. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by WBDG 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.

WBDG shall make best efforts to secure access rights for those properties within the Site not owned or controlled by WBDG 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 WBDG 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, WBDG is unable to accomplish what is required through "best efforts," WBDG shall notify Ecology, and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist WBDG, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from WBDG 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, WBDG 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, WBDG shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by WBDG pursuant to implementation of this Order. WBDG shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow WBDG 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 WBDG 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, WBDG shall cooperate with Ecology, and shall:

8.6.1 Preparation of Public Notices and Fact Sheets

If requested by Ecology, assist with the development of mailing lists and prepare review drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, RI/FS reports, CAPs, and engineering design reports. Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

8.6.2 Notification

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 WBDG 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 WBDG that do not receive prior Ecology approval, WBDG 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 Participation in Public Presentations

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 Document Repository

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

Olympia Timberland Library
313 8th Ave. SE
Olympia WA
(360) 352-0595

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

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

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

8.9.1 Informal Dispute Notice

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

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.

8.9.2 Informal Dispute Decision

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; WBDG's position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

8.9.3 Formal Dispute Notice

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

8.9.4 Decision on Dispute

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.

8.9.5 Dispute Resolution Process Requirements

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.

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.

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

WBDG'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:

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

8.10.1 Demonstration of Good Cause for Extension

The burden shall be on WBDG 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:

- Circumstances beyond the reasonable control and despite the due diligence of WBDG 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 WBDG.

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

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

- 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 WBDG.

8.10.2 Request for Extension

Ecology shall act upon WBDG's written request for extension in a timely fashion. Ecology shall give WBDG 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.

At WBDG'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:

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

8.10.2.2 Other circumstances deemed exceptional or extraordinary by Ecology.

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

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

If Ecology concurs with or orders a work stoppage pursuant to this section, WBDG'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 WBDG to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against WBDG regarding remedial actions required by this Order, provided WBDG 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, WBDG does not admit to any liability for the Site. Although WBDG is committing to conducting the work required by this Order under the terms of this Order, WBDG 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 WBDG 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 WBDG's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, WBDG 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, WBDG shall notify Ecology of said transfer. Upon transfer of any interest, WBDG 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

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

8.15.1 Relevant and Appropriate Requirements.

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

8.15.2 Procedural Requirements

Pursuant to RCW 70A.305.090(1), WBDG 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, WBDG 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.

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

requirements of this Order. WBDG 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 WBDG 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 Periodic Review

So long as remedial action continues at the Site, the Parties agree to review the progress of remedial action at the Site, and to review the data accumulated as a result of monitoring the Site as often as is necessary and appropriate under the circumstances. Unless otherwise agreed to by Ecology, at least every five (5) years after the initiation of cleanup action at the Site the Parties shall confer regarding the status of the Site and the need, if any, for further remedial action at the Site. At least ninety (90) days prior to each periodic review, WBDG shall submit a report to Ecology that documents whether human health and the environment are being protected based on the factors set forth in WAC 173 340 420(4). Ecology reserves the right to require further remedial action at the Site under appropriate circumstances. This provision shall remain in effect for the duration of this Order.

8.17 Indemnification

WBDG 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 WBDG, its officers, employees, agents, or contractors in entering into and implementing this Order. However, WBDG 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 WBDG's receipt of written notification from Ecology that WBDG has completed the remedial activity required by this

Order, as amended by any modifications, and that WBDG 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: July 23, 2025

West Bay Development Group, LLC

Ronald Newman
Manager
West Bay Development Group, LLC
(253) 861-3883

State of Washington
Department of Ecology

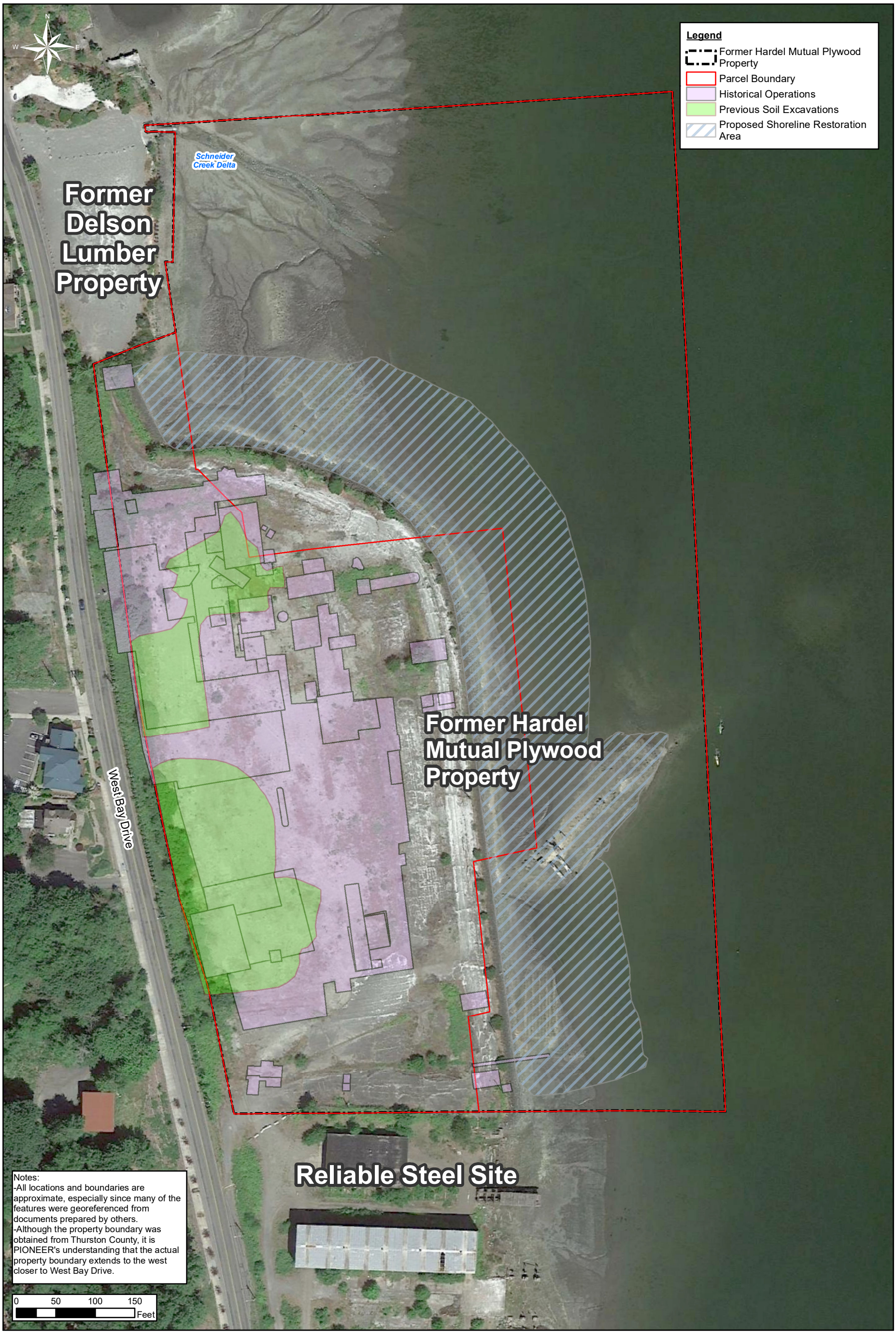
Marian L. Abbett, PE
Section Manager
Toxics Cleanup Program
Southwest Region Office
(360) 489-4569

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EXHIBIT A

LOCATION DIAGRAM

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PIONEER TECHNOLOGIES CORPORATION

Location Diagram
Hardel Mutual Plywood Site

Exhibit A

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EXHIBIT B

SCHEDULE OF WORK AND DELIVERABLES

Exhibit B
Scope of Work and Schedule

Scope of work

Purpose

The work under this Agreed Order (AO) involves conducting a Supplemental Remedial Investigation (RI)/Feasibility Study (FS), conducting interim actions if required or agreed to by Ecology, and preparing a preliminary draft Cleanup Action Plan (DCAP) to select a cleanup alternative. The purpose of the Supplemental 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.

WBDG shall coordinate with Ecology throughout the development of the Supplemental RI/FS and preliminary DCAP and shall keep Ecology informed of changes to any Work Plan or other project plans, and of any issues or problems as they develop.

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

Task 1. Supplemental Remedial Investigation Work Plan
Task 2. Submittal of data from previous investigations
Task 3. Supplemental Remedial Investigation/Feasibility Study Report
Task 4. SEPA Compliance
Task 5. Public Participation
Task 6. DCAP

Task 1. Supplemental RI Work Plan

The WBDG shall prepare a Supplemental Remedial Investigation Work Plan (Work Plan). The Work Plan shall include an overall description and schedule of all Supplemental RI activities. The Work Plan may include the upland and sediments investigation work in a single plan or these may be prepared and submitted as separate Work Plans.

The Work Plan shall clearly describe the project management strategy for implementing and reporting on Supplemental RI activities. The responsibility and authority of all organizations and key personnel involved in conducting the Supplemental RI will be outlined.

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

The Work Plan shall describe general facility information; site history and conditions; including previous operations; past field investigations, including any data collection and analysis of soils, air, groundwater, surface water, and sediments; a conceptual site model showing contaminants, migration pathways in all environmental media, and potential receptors; geology and groundwater system characteristics; past, current, and future land use; identification of natural resources and ecological receptors; hazardous substances and their sources, etc., in compliance with WAC 173-340-350 and WAC 173-204-550.

As part of the project background, existing environmental data on site soil, groundwater, surface water, and sediments will be compiled and evaluated for data gaps. The data gaps will be used as the basis for conducting additional site investigations, if necessary. The Work Plan will also identify specific data collection procedures in a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) as part of the Work Plan in compliance with WAC 173-340-820, WAC 173-204-600, and Ecology's Sediment Cleanup User's Manual (SCUM)[1] for defining the nature and extent of contamination. The WBDG will also submit a copy of the Health and Safety Plan (HASP) for the project.

The SAP identifies the proposed number and location of all environmental samples and methods, including soil borings, groundwater monitoring wells, soil, groundwater, stormwater, seep, catch basin and sediment samples, approximate depths, and includes a quality assurance project plan. The SAP will describe the sampling objectives, the rationale for the sampling approach (based upon the identified data gaps), and plans for data use, and shall provide a detailed description of sampling tasks. The SAP shall describe specifications for sample identifiers; sampling equipment; the type, number, and location of samples to be collected; the analyses to be performed; descriptions of sampling equipment and methods to be used; sample documentation; sample containers, collection and handling; data and records management; and schedule.

The Quality Assurance Project Plan (QAPP) will follow Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (December 2016) and SCUM (Ecology, 2021). Laboratories must meet the accreditation standards established in WAC 173-50. Data quality objectives will reflect the criteria or threshold values used for the source control evaluation. Laboratory data reports shall include both the practical quantitation limit (PQL, or laboratory reporting limit) and the method detection limit (MDL) for all analyses.

The SAP, including the QAPP, will be submitted to Ecology for review and approval. As with all environmental work at the site, work may not begin without written approval from Ecology. Analytical data verification and validation shall be performed to at least EPA Stage 2B and in

[1] Ecology, 2021, *Sediment Cleanup User's Manual (SCUM)*, Publication No. 12-09-057, Third Revision, December.

general conformance with current EPA National Functional Guidelines for Data Review[2] and Ecology (2024).[3] Proposed data validation and verification methods that differ from national functional guidelines shall be presented in the SAP/QAPP. A memorandum documenting the Stage 2B data verification and validation shall be included in the Supplemental RI/FS Report. Data validation shall be done by either third-party or independent data validation. See Ecology (2024) for the definitions of these two validation methods. The SAP shall include a requirement to notify Ecology seven (7) days prior to beginning sampling. Ecology may obtain split samples.

The WBDG or their contractors shall submit all new sampling data generated under this SAP and all data from previous investigations for the period between August 1, 2005 to the effective date of this Order (Task 2) to Ecology for entry into the Environmental Information Management System (EIM) in accordance with WAC 173-340-840(5) and Ecology's Toxics Cleanup Program Policy 840: Data Submittal Requirements. Data collected under this Order will be submitted to EIM within 60 days of receipt of validated sample results and no later than 150 days from the date of sampling.

Supplemental RI Work Plan tasks and subtasks will include the following:

- Sampling and analysis of soil, groundwater, and seeps
- Sampling and analysis of surface and subsurface sediments
- Sampling and analysis of stormwater and catch basin solids to determine whether the stormwater system is a source of contamination to sediments
- Evaluate the potential to contaminate or recontaminate sediments, including analysis of the following pathways:
    - Direct discharges
    - Stormwater discharges
    - Overland flow
    - Groundwater discharges and seeps
    - Soil erosion
    - Site operations
    - Spills, dumping, leaks, housekeeping, and management practices

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

[2] https://www.epa.gov/clp/superfund-clp-national-functional-guidelines-data-review

[3] Ecology, 2024, Establishing Ecology Guidelines for Verification and Validation of Chemical Data. Publication No. 24-03-023, September.

The WBDG shall prepare two (2) paper copies of the Agency Review Draft RI Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment. After incorporating Ecology's comments on the Agency Review Draft Work Plan and after Ecology approval, the WBDG shall prepare two (2) paper copies of the Final Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology.

Task 2. Submittal of Previous Data

The WBDG shall submit all data from previous investigations for the period between August 1, 2005 to the effective date of this Order, to Ecology's Environmental Information Management System (EIM).

Task 3. Supplemental Remedial Investigation/Feasibility Study Report

The WBDG shall conduct a Supplemental RI/FS that meets the applicable requirements of WAC 173-340-350(7), -350(8) and WAC 173-204-550 according to the Work Plan as approved by Ecology. The Supplemental RI/FS will determine the nature and extent of remaining 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. The FS will evaluate remedial alternatives for site cleanup, consistent with MTCA and SMS requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

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.

The WBDG shall provide interim data reports and updates to Ecology as new site data and information become available. Raw laboratory data and validated laboratory analysis data shall also be provided to Ecology in electronic format.

The 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.

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

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

After incorporating Ecology's comments on the Agency Review Draft Supplemental RI/FS Report, the WBDG shall prepare three (3) paper copies and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment. 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 attachments. The Supplemental RI/FS Report will not be considered Final until after a public review and comment period.

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

Task 4. SEPA compliance

The WBDG 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), the WBDG shall be responsible for the preparation of Draft and final environmental impact statements. The WBDG 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 5. Public participation

The WBDG shall support and assist Ecology as needed with public participation materials, public meetings, or hearings.

Task 6. Preliminary draft Cleanup Action Plan

The WBDG shall prepare an Agency Review preliminary DCAP in accordance with WAC 173-340-380 that provides a proposed remedial action to address the contamination present on the Site. The preliminary DCAP shall include a general description of the proposed remedial actions, 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.

The WBDG 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. The WBDG shall prepare two (2) paper copies of the Agency Review preliminary DCAP and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and approval.

After receiving Ecology's comments on the Agency Review preliminary DCAP, if any, the WBDG shall revise the preliminary DCAP to address Ecology's comments and submit three (3) paper copies of the Public Review DCAP including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

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 the WBDG received such notification, comments or approval by email and/or 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 email and regular mail and/or certified mail, return receipt requested, or the date of Ecology signature on a hand-delivery form.

RI/FS Deliverables	Completion Times
Agency Review Draft Supplemental RI Work Plan, (including a sampling and analysis plan [SAP], quality assurance project plan [QAPP], and health and safety plan [HASP]]	120 calendar days following effective date of the Agreed Order. Ecology's comments shall be incorporated, and a revised plan shall be submitted to Ecology within 90 days of the date of Ecology's comment letter.
Submittal of data from previous investigations (August 1, 2005 to the effective date of this Order) to Ecology's Environmental Information Management System (EIM).	Submitted to Ecology within 1 year of the effective date of this Order.

Submittal of data collected under this Order in electronic format to EIM	Submitted to Ecology within 60 days of receipt of validated sample results and no later than 150 days from the date of sampling.
Agency Review Draft Supplemental RI/FS Report	Submitted to Ecology within 210 days of completion of all field and laboratory activities or within 180 days of receipt of validated laboratory data.
Public Review Draft Supplemental RI/FS Report	120 calendar days following receipt of Ecology comments on Agency Review Supplemental Draft RI/FS Report.
Agency Review preliminary Draft Cleanup Action Plan (DCAP)	90 calendar days following completion of the Public Review Draft Supplemental RI/FS Report.