

State of Washington
Department of Ecology

In the Matter of Remedial Action by:
Chevron U.S.A. Inc., Exxon Mobil Corporation, and Powell Distributing LLC
Agreed Order
No. DE 22952

To: Brandon Christensen
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1. Introduction

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Exxon Mobil Corporation (ExxonMobil), Chevron Environmental Management Company on its own behalf and as Attorney-In-Fact (CEMC) for Chevron U.S.A. Inc. (Chevron), and Powell Distributing LLC (Powell) 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 ExxonMobil, Chevron, and Powell to supplement existing Remedial Investigations (RI) of the Site, develop a Feasibility Study (FS) and draft Cleanup Action Plan (dCAP) in order to provide sufficient data, analysis, and evaluations to enable Ecology to select a cleanup option for the Site. 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 applies to and is binding upon the Parties to this Order and their successors and assigns. The undersigned representative of each Party 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. Exxon Mobil Corporation, Chevron, and Powell Distributing LLC agree to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status will alter the PLPs' responsibility under this Order. The PLPs will provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order and will 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 control the meanings of the terms in this Order.

4.1 Site

The Site is formally referred to as DeBocks Main Street Texaco (Site). This Site may also be known as “Grandview” or “Wine Country Road Grandview.” 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 100 West, 101 East, and 101 West Wine Country Road, as shown in the Location Diagram (Exhibit A).

4.2 Parties

Refers to the State of Washington, Department of Ecology, Exxon Mobil Corporation, Chevron U.S.A. Inc., and Powell Distributing LLC.

4.3 Potentially Liable Persons (PLPs)

Refers to Exxon Mobil Corporation, Chevron U.S.A. Inc., Powell Distributing LLC, Gorgeous Property LLC, and A.J. and Elizabeth Still.

4.4 Subject PLPs

Refers to PLPs subject to this Order: Exxon Mobil Corporation, Chevron U.S.A. Inc., and Powell Distributing LLC.

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 Subject PLPs:

5.1

Based upon factors currently known to Ecology, the Site is generally located in the vicinity of 100 West, 101 East and 101 West Wine Country Road in Grandview, Washington as shown in the Location Diagram (Exhibit A).

5.2

Exxon, predecessor to Exxon Mobil Corporation, owned the property at 101 W. Wine Country Road (“101 West”) prior to October 10, 1978. The southern portion of the property at 101 W. Wine Country Road operated as an automotive service station and fueling station between the 1940s and 1980s, while the northern portion of the property has been used to store and dispense oil and fuel

5.3

Powell owned the property at 100 W. Wine Country Road (“100 West”) before 2021. The property at 100 W. Wine Country Road operated as a service station from the 1920s through 1995.

5.4

Standard Oil Company, predecessor company to Chevron, leased and/or owned the property at 101 W and 101 E Wine Country Road (“101 East”) before March 1967. The property at 101 E Wine Country Road operated as a service station and fueling station between the 1920s and 1950s.

5.5

Gasoline (GRPH), diesel- and oil range petroleum hydrocarbons (DRPH), benzene-toluene-ethylbenzene-xylene (BTEX) and naphthalene have been detected in soil and groundwater collected from the Site at concentrations above MTCA cleanup levels.

5.6

Petroleum hydrocarbons in soil and groundwater, present at concentrations exceeding Model Toxic Cleanup Act (MTCA) standards, were initially discovered during the 1995 decommissioning of three gasoline tanks on 100 West. Additional investigation in 1998 confirmed subsurface petroleum impacts to soil and groundwater throughout 100 West property. Three monitoring wells were installed during the 1998 investigation.

5.7

Remedial excavation occurred on 100 West in 2003 to remove petroleum contaminated soil (PCS) from the former fuel-dispenser island area.

5.8

Additional remedial investigation work on 100 West was initiated in October 2017 at Ecology’s request. 100 West subsequently enrolled in Ecology’s Voluntary Cleanup Program in 2018. Since that time, remedial investigation activities have taken place to characterize the nature and extent of contamination on and around the property.

5.9

100 West VCP's enrollment was terminated in August 2023 in anticipation of an Agreed Order. Contaminant concentrations exceeding MTCA Method A cleanup levels (CULs) are present in soil and groundwater on 100 West.

5.10

Free-phase light non-aqueous phase liquid (LNAPL) has been observed in one (1) monitoring well on 100 West since 2017. Although LNAPL thickness has generally decreased after recovery efforts, LNAPL may still be present.

5.11

Remedial investigation work was initiated in September 2021 to characterize the nature and extent of contamination on and around 101 East and 101 West. High resolution site characterization technology (i.e. UVOST and MIHPT) was used to assess soil and groundwater for petroleum impacts on and around the properties.

5.12

Additional remedial investigation work was completed on and around 101 East and 101 West during July 2022 and November 2023, including wells on 101 East and 101 West and in the in the right-of-way (ROW) separating 101 East and 101 West from 100 West. Soil borings have also been completed during several phases to assess soil and groundwater from the areas on and adjacent to 101 East and 101 West.

5.13

Contaminant concentrations exceeding MTCA Method A cleanup levels (CULs) are present in soil and groundwater on 101 West, 101 East and in the ROW to the south.

6. Ecology Determinations

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

6.1

Exxon Mobil Corporation, Chevron, and Powell Distributing LLC are each a former "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

Exxon Mobil Corporation, Chevron, and Powell Distributing LLC owned and/or operated the facilities at this Site at the time of release of hazardous substances.

6.4

Based upon credible evidence, Ecology issued a PLP status letter to CEMC as Attorney-In-Fact for Chevron dated November 26, 2019, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Chevron is a PLP under RCW 70A.305.040 and notified Chevron of this determination by letter dated March 13, 2020.

6.5

Based upon credible evidence, Ecology issued a PLP status letter to Exxon Mobil Corporation dated November 26, 2019, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Exxon Mobil Corporation is a PLP under RCW 70A.305.040 and notified Exxon Mobil Corporation of this determination by letter dated March 13, 2020.

6.6

Based upon credible evidence, Ecology issued a PLP status letter to Powell Distributing, LLC dated September 27, 2017, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Powell Distributing, LLC is a PLP under RCW 70A.305.040 and notified Powell Distributing, LLC of this determination by letter dated March 13, 2020.

6.7

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.

6.8

Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance,

that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, remedial investigation/feasibility study, or design of a cleanup action plan. Either party may propose an interim action under this Order. If the Parties agree concerning the interim action, the Parties will follow the process in Section 7.9. 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. Work to be Performed

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the Subject PLPs take the following remedial actions at the Site and that these actions be conducted in accordance with WAC 173-340 unless otherwise specifically provided for in this Order:

7.1

Subject PLPs will complete a Remedial Investigation and Feasibility Study and submit a draft Cleanup Action Plan 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. The extent of the commingled contamination has not yet been fully characterized. The Subject PLPs have communicated a preference to minimize disruption to ongoing remediation work. Thus, multiple PLP contacts will be assigned to engage in project coordination with Ecology. See Scope of Work and Schedule (Exhibit B). Some coordinated efforts will be required as described below.

7.2

Subject PLPs will conduct monitoring of Site groundwater-monitoring wells quarterly for contaminants that have exceeded MTCA Method A CULs for groundwater, unless otherwise specified by Ecology. Sampling efforts must be coordinated to occur during the same mobilization, and subsequent groundwater-monitoring reports must include all wells located on the Site unless specified by Ecology. Subject PLPs will both submit their own groundwater-monitoring reports to Ecology for review. Each Subject PLP will be responsible for submitting their own data, including electronic data submittals.

7.3

Subject PLPs will gauge water elevations during quarterly well-monitoring events (see above). Gauging efforts must be coordinated to occur on the same day, and subsequent groundwater-monitoring reports must include gauging data from all wells located on the Site unless specified by Ecology.

7.4

LNAPL from 100 West will be monitored, and if any measurable LNAPL is observed, an interim action will be required to actively decrease LNAPL thickness

7.5

To effectuate the work to be performed under this Order in the most efficient manner, certain Subject PLPs have elected to take the lead in performing various aspects of the work required under this Order. ExxonMobil shall take lead for such work at 101 West. Powell shall take lead for such work at 100 West. Chevron shall take lead for such work at 101 East. The three PLPs agree to coordinate such work as necessary and cooperate with each other to timely complete such work. Language in this Order and the attached exhibits may reflect this agreement among the Subject PLPs. However, the Subject PLPs remain strictly, jointly, and severally liable for the performance of any and all obligations under this Order. In the event the party identified as a lead fails to timely and properly complete performance of all or any portion of its work, all Subject PLPs must perform that remaining work, if any.

7.6

Subject PLPs will 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 will be submitted by the 10th day of the month in which they are due after the effective date of this Order. Unless otherwise specified by Ecology, Progress Reports and any other documents submitted pursuant to this Order will be sent in printed and electronic forms to Ecology's project coordinator noted in Section 8.2 below unless Ecology says otherwise. The Progress Reports will include the following:

7.6.1

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

7.6.2

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

7.6.3

Description of all deviations from the Scope of Work and Schedule [Exhibit B] during the current quarter and any planned deviations in the upcoming quarter.

7.6.4

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

7.6.5

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.

7.6.6

A list of deliverables for the upcoming quarter.

7.7

All plans or other deliverables submitted by Subject PLPs for Ecology's review and approval under the Scope of Work and Schedule (Exhibit B) will, upon Ecology's approval, become integral and enforceable parts of this Order. Subject PLPs will take any action required by such deliverable.

7.8

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 additional interim action under this Order. If the Parties are in agreement concerning the additional interim action, the Subject PLPs will prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The Subject PLP will 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 Subject PLPs are required to conduct the interim action in accordance with the approved Interim Action Work Plan. Ecology reserves its authority to require additional interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action(s) itself.

7.9

If Ecology determines that Subject PLPs have failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Subject PLPs, perform any or all portions of the remedial action or, at Ecology's discretion, allow the Subject PLPs opportunity to correct. In an emergency, Ecology is not required to provide notice to Subject PLPs or an opportunity for dispute resolution. Subject PLPs will 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).

7.10

Except where necessary to abate an emergency situation or where required by law, the Subject PLPs will 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, Subject PLPs must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

8. Terms and Conditions

8.1 Payment of Remedial Action Costs

Subject PLPs will pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs will 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 will include work performed both before and after the issuance of this Order. Ecology's costs will include costs of direct activities and support costs of direct activities as defined in WAC 173 340 550(2). For all Ecology costs incurred, Subject PLPs will pay the required amount within 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 will be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges at the rate of 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:

Chelsea Wisotzkey
1250 W Alder St
Union Gap, WA 98903

509-571-4708
chelsea.wisotzkey@ecy.wa.gov

The project coordinator for Chevron and ExxonMobil is:

Ryan Pozzuto
Stantec
720 Third Avenue Suite 1500
Seattle, WA 98104
206-550-6681
ryan.pozzuto@stantec.com

The project coordinator for Powell is:

Daniele B. Peters, P.E.
EES Environmental Consulting, Inc.
514 NW 11th Ave #209
Portland, OR 97209
808-634-9373
daniele@ees-environmental.com

Each project coordinator is 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 Subject PLPs, and all documents—including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order—will 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 will be given to the other Party at least 10 calendar days before the change.

8.3 Performance

All geologic and hydrogeologic work performed pursuant to this Order will 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 will 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 will 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 will be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

Subject PLPs will 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 will have access to enter and freely move about all property at the Site that Subject PLPs own or control, or have access rights to, at all reasonable times for the purposes of, inter alia: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing Subject PLPs' progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Subject PLPs. Ecology or any Ecology authorized representative will give reasonable notice before entering any Site property owned or controlled by Subject PLPs unless an emergency prevents such notice. All persons who access the Site pursuant to this section will comply with any applicable health and safety plan(s). Ecology employees and their representatives will not be required to sign any liability release or waiver as a condition of Site property access.

Subject PLPs will make best efforts to secure access rights for those properties within the Site not owned or controlled by Subject PLPs 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 Subject PLPs would use 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 60 days after the effective date of this Order, Subject PLPs are unable to accomplish what is required through "best efforts,"

they will notify Ecology and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, Ecology may assist Subject PLPs or take independent action to obtain such access and/or use restrictions. Ecology reserves the right to seek payment from Subject PLPs 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, Subject PLPs will make the results of all sampling, laboratory reports, and/or test results generated by them or on their behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data will 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, Subject PLPs will allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Subject PLPs to implement this Order. Subject PLPs will notify Ecology seven days in advance of any sample collection or work activity at the Site. Ecology will, upon request, allow Subject PLPs 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 will notify Subject PLPs before any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses will 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

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

Ecology will maintain the responsibility for public participation at the Site. However, Subject PLPs will cooperate with Ecology and will:

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 before 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 will notify Subject PLPs before 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 Subject PLPs that do not receive prior Ecology approval, Subject PLPs will clearly indicate to their 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:

Ecology's Central Regional Office
1250 W Alder St.
Union Gap, WA 98903

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

8.7 Access to Information

Subject PLPs will 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 Subject

PLPs' 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. Subject PLPs will 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 Subject PLPs may have under applicable law to limit disclosure of Records protected by the attorney work-product doctrine and/or the attorney-client privilege. If Subject PLPs withhold any requested Records based on an assertion of privilege, Subject PLPs will provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Order will 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 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 10 years from the date of completion of the work performed pursuant to this Order, Subject PLPs will preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and will 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 a Subject PLP elects to invoke dispute resolution, Subject PLPs 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), Subject PLPs have 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 will then confer in an effort to resolve the dispute informally. The Parties will informally confer for up to 14 calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven calendar days Ecology's project coordinator will issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; the Subject PLPs' 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 Subject PLPs may then request regional management review of the dispute. Subject PLPs must submit this request (Formal Dispute Notice) in writing to the Central Region Toxics Cleanup Section Manager within seven calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice will include a written statement of dispute setting forth: the nature of the dispute; the Subject PLPs' position with respect to the dispute; and the information relied upon to support its position.

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

8.9.2

The Parties agree to utilize the dispute-resolution process only 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 will 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 to 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

Subject PLPs' request for an extension of schedule will be granted only when a request for an extension is submitted in a timely fashion, generally at least 30 days before expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions will be requested in writing. The request will 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 will be on Subject PLPs to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

8.10.2.1 Circumstances beyond the reasonable control and despite the due diligence of Subject PLPs, including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Subject PLPs.

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 terrorism.

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

8.10.2.5 Endangerment as described in Section 8.12 (Endangerment).

Neither increased costs of performance of the terms of this Order nor changed economic circumstances will be considered circumstances beyond the reasonable control of Subject PLPs.

8.10.3

Ecology will act upon any Subject PLP's written request for extension in a timely fashion. Ecology will give Subject PLPs written notification of any extensions granted pursuant to this Order. A requested extension will not be effective until approved by Ecology. Unless the extension is a substantial change, it will 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 Subject PLP's request, an extension will only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding 90 days only as a result of one of the following:

8.10.4.1 Delays in the issuance of a necessary permit that 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 days of verbal agreement.

Except as provided in Section 8.13 (Reservation of Rights), substantial changes to the work to be performed will require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and Subject PLPs. Ecology will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment.

When requesting a change to the Order, Subject PLPs will submit a written request to Ecology for approval. Ecology will 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 will 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 Subject PLPs to cease such activities for such period as it deems necessary to abate the danger. Subject PLPs will immediately comply with such direction.

In the event Subject PLPs 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, Subject PLPs may cease such activities. Subject PLPs will notify Ecology's project coordinator as soon as possible, but no later than 24 hours after making such determination or ceasing such activities. Upon Ecology's direction, Subject PLPs will provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Subject PLP's cessation of activities, it may direct Subject PLPs to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, Subject PLPs' obligations with respect to the ceased activities will 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, will 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 limits 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 Subject PLPs to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Subject PLPs regarding remedial actions required by this Order, provided Subject PLPs complies with this Order.

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

natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, Subject PLPs do not admit to any liability for the Site. Although Subject PLPs are committing to conducting the work required by this Order under the terms of this Order, Subject PLPs 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 will be consummated by Subject PLPs without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Before Subject PLPs' transfer of any interest in all or any portion of the Site, and during the effective period of this Order, Subject PLPs will provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least 30 days before any transfer, Subject PLPs will notify Ecology of said transfer. Upon transfer of any interest, Subject PLPs will 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 Subject PLPs pursuant to this Order will 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. Subject PLPs have a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or Subject PLPs, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and Subject PLPs must implement those requirements.

8.15.2 Relevant and Appropriate Requirements.

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

8.15.3

Pursuant to RCW 70A.305.090(1), Subject PLPs may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, Subject PLPs will 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

Subject PLPs have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or Subject PLPs determine that additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order, it will promptly notify the other Party of its determination. Ecology will determine whether Ecology or Subject PLPs are responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Subject PLPs will 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 will make the final determination on the additional substantive requirements that must be met by Subject PLPs and on how Subject PLPs must meet those requirements. Ecology will inform Subject PLPs in writing of these requirements. Once established by Ecology, the additional requirements will be enforceable requirements of this Order. Subject PLPs may 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 will not apply and Subject PLPs will 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

Subject PLPs agree to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of Subject PLPs, its officers, employees, agents, or contractors arising from entering into and implementing this Order. However, Subject PLPs will 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, reckless, or intentional acts or omissions of the State of Washington, or the employees or agents of the State, arising from entering into or implementing this Order.

9. Satisfaction of Order

The provisions of this Order will be deemed satisfied upon Subject PLPs' receipt of written notification from Ecology that Subject PLPs has completed the remedial activity required by this Order, as amended by any modifications, and that Subject PLPs 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 Subject PLP who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

10.3.1

Up to three 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 \$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: May 15, 2025

Names of Subject PLPs

Brandon Christensen
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Kari Endries
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State of Washington
Department of Ecology

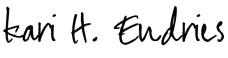


Valerie Bound
Section Manager
Toxics Cleanup Program
Central Regional Office
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Names of Subject PLPs

State of Washington
Department of Ecology

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Signed by:

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Names of Subject PLRs



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Department of Ecology

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EXHIBIT A—SITE LOCATION MAP



"Wine Country Road Grandview" approximate Site boundary outlined in red. Additional work is needed to fully define Site boundary. Approximate parcel boundaries for 100 W Wine Country Rd, 101 W Wine Country Rd and 101 E Wine Country Rd outlined in blue.

EXHIBIT B—SCOPE OF WORK (SOW) AND SCHEDULE

SCOPE OF WORK

PURPOSE

The work required under this Agreed Order (AO) involves completion of a supplemental Remedial Investigation (RI), Feasibility Study (FS), and preparing a Draft Cleanup Action Plan (dCAP) to select a cleanup alternative. The purpose of the RI, FS, and dCAP is to provide sufficient data, analysis, and evaluations to enable Ecology to select a cleanup alternative for the Site.

Considerable work has already been independently performed at the Site, including RIs on 100 West, 101 West and 100 East. The extent of contamination has been sufficiently characterized on 100 West. The nature of contamination has not been fully characterized on 100 West. The nature and extent of contamination have not been sufficiently characterized on and around 101 West and 101 East.

Subject PLPs will coordinate with Ecology throughout the development of the RI, FS, and dCAP. Subject PLPs will keep Ecology informed of any changes to work plan or other project plans, and of any issues or problems as they develop.

The SOW is divided into nine major tasks as follows:

- Task 1. Remedial Investigation Work Plan, 101 West, and 101 East
- Task 2. Remedial Investigation, 101 West and 101 East
- Task 3. Coordinated Well Sampling, 100 West, 101 West, and 101 East
- Task 4. Interim Actions, 100 West
- Task 5. FS Report, 101 West and 101 East
- Task 6. dCAP, 101 West and 101 East
- Task 7. FS Report, 100 West
- Task 8. dCAP, 100 West
- Task 9. Progress Reports

TASK 1. REMEDIAL INVESTIGATION WORK PLAN, 101 West and 101 East

Within 90 days of the Effective Date of this Order, 101 West and 101 East will submit to Ecology a *Draft* supplemental RI Work Plan.

The RI Work Plan will contain sufficient information and sampling necessary to determine the nature and extent of contamination that has resulted from the release(s) of hazardous

substances at the Site in all affected or potentially affected media (soil, interstitial air in soil, air, groundwater, drinking water, surface water, and/or sediments if applicable), and complete the development of a Conceptual Site Model (CSM) to the satisfaction of Ecology.

The RI Work Plan will 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 CSM 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 173-204-560.

The RI Work Plan will include a combined Sampling and Analysis Plan and Quality Assurance Project Plan (SAP/QAPP) and a Site Health and Safety Plan (HASP) consistent with the requirements specified in WAC 173-340-820 (Sampling and Analysis Plans) and WAC 173-340-810 (Worker Safety and Health). The *Draft* RI Work Plan, SAP/QAPP, and HASP will comply with all requirements set forth in WAC 173-340-350 and WAC 173-204-600 for defining the nature and extent of contamination. While Ecology does not approve Site HASPs, such plans must comply with the requirements of the Washington State Department of Labor and Industries' Division of Occupational Safety and Health regulations and standards.

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 QAPP. 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 will provide a detailed description of sampling tasks. The SAP will 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.

Subject PLPs will not perform environmental work at the site without written approval from Ecology. The RI Work Plan will provide seven days' notice to Ecology before beginning field work and sampling. Ecology may obtain split samples.

Ecology will endeavor to provide comments on the *Draft* RI Work Plan for revision by Subject PLPs within 30 days of receipt of the *Draft* RI Work Plan.

Within 30 days of receipt of review comments from Ecology on the *Draft* RI Work Plan, Subject PLPs will, as necessary, submit to Ecology a *Revised Draft* RI Work Plan satisfactory to Ecology and responsive to Ecology's comments.

Ecology will endeavor to respond regarding approval status within 30 days of receipt of the documents. The RI Work Plan will not be implemented until approved by Ecology. Once

approved by Ecology, Subject PLPs will implement the *Final* RI Work Plan according to the schedule contained in this Exhibit.

The *Final* RI Work Plan approved by Ecology will be appended to this AO and become an integral and enforceable part of this AO.

TASK 2. REMEDIAL INVESTIGATION, 101 West and 101 East

101 West and 101 East will complete the investigation work described in the *Final* RI Work Plan within 180 days after Ecology's acceptance of the *Final* RI Work Plan.

Within 90 days of receipt of the RI validated analytical data, 101 West and 101 East will submit to Ecology a *Draft* RI Report.

Subject PLPs will conduct a RI that meets the requirements of WAC 173-340-350(7) and WAC 173-204-560 according to the RI Work Plan as approved by Ecology. The RI will determine the nature and extent of contamination exceeding preliminary Model Toxics Control Act (MTCA) cleanup levels and other regulatory requirements. The RI must provide sufficient data and information to define the nature and extent of contamination and select a cleanup alternative for the Site.

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.

Laboratory analysis data will be provided in electronic format when it has been validated. Raw laboratory data will be provided to Ecology upon request. Subject PLPs or their contractors will submit all new sampling data generated under this SAP, and any other relevant historical data, 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

Ecology will endeavor to provide comments on the *Draft* RI Report within 30 days of receipt.

Within 60 days of receipt of comments by Ecology on the *Draft* RI Report, Subject PLPs will, as necessary, deliver to Ecology a revised *Draft* RI Reports satisfactory to Ecology and responsive to Ecology's comments.

Ecology will endeavor to respond on approval status within 30 days of receipt of the revised *Draft* RI Report.

The RI 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 will be conducted to define the extent of contamination.

TASK 3. COORDINATED WELL SAMPLING, 100 West, 101 West and 101 East

Quarterly Site-wide well sampling and gauging will be ongoing, unless otherwise stated by Ecology. The scope of Site wide well sampling and gauging may include, but not be limited to, quarterly coordinated efforts to sample wells for Site contaminants of concern and gauge water level of wells, as directed by Ecology.

TASK 4. INTERIM ACTIONS, 100 West

Remedial actions implemented prior to completion of the RI/FS

- 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
- that correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed; or
- that are needed to provide for completion of the RI/FS or design of the cleanup action

will be considered interim actions, will be implemented 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.

Based upon available information, interim actions pursuant to WAC 173-340-430 are needed to expedite removal of LNAPL from 100 West. Exhibit C for schedule.

INTERIM ACTION: LNAPL

The scope of LNAPL removal may include, but not be limited to, typical source control or extraction elements such as active pumping or passive skimming.

Subject PLPs will prepare and submit for Ecology approval a Draft Interim Action Work Plan (IAWP) with detail commensurate with the work to be performed. The Draft IAWP will include, as appropriate:

- Description of the interim action including its purpose, general requirements, and relationship to the (final) cleanup action (to the extent known);
- Summary of relevant RI/FS information, including at a minimum existing site conditions and alternative interim actions considered;
- Information regarding design and construction requirements, including a proposed schedule and personnel roles and responsibilities;

- Compliance Monitoring Plan;
- SAP/QAPP;

Subject PLPs will also submit a copy of the Health and Safety Plan for the project. Subject PLPs 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.

Subject PLPs will incorporate Ecology's required changes into the IAWP and provide Ecology with a Draft IAWP. After a public notice and comment period for the Draft IAWP (and SEPA determination), Ecology will approve the IAWP (if appropriate) and the document will be considered Final. Once approved by Ecology, Subject PLPs will implement the interim action according to the schedule contained in the Final IAWP.

Subject PLPs will prepare two copies of the Draft Interim Action Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review. Subject PLPs will incorporate Ecology's comments and then prepare two copies of the Draft Interim Action Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology. After the public notice and comment period, incorporating Ecology's and the public's comments on the Draft Interim Action Work Plan, and after Ecology approval, Subject PLPs will prepare three copies of the Final Interim Action Work Plan submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

Upon successful completion of the work, a Draft Interim Action Report will be prepared as a separate deliverable. Subject PLPs will prepare two copies of the Draft Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and approval. After incorporating Ecology's comments on the Draft Interim Action Report and after Ecology approval, Subject PLPs will prepare three copies of the Final Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology.

TASK 5. FEASIBILITY STUDY, 101 East and 101 West

Within 90 days after Ecology's approval of the *Draft* RI Report, 101 West and 101 East will submit a *Draft* FS Report.

Subject PLPs will use the information obtained in the RI Report to prepare a FS Report that meets the applicable requirements of WAC 173-340-350(8). The FS Report will evaluate remedial alternatives for site cleanup, consistent with MTCA requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

The FS Report will provide a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350, MTCA Remedial Investigation and Feasibility Study, and WAC 173-204-560. The remedial alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360, Selection of Cleanup Actions, and WAC 173-204-560(4), including a detailed evaluation of remedial alternatives relative to the following criteria:

- Compliance with Cleanup Standards and Applicable Laws
- Protection of Human Health
- Protection of the Environment
- Provision for a Reasonable Restoration Time Frame
- Use of Permanent Solutions to the Maximum Extent Practicable
- The Degree to which Recycling, Reuse, and Waste Minimization are Employed
- Short-term Effectiveness
- Long-Term Effectiveness
- Net Environmental Benefit
- Implementability
- Provision for Compliance Monitoring
- Cost-Effectiveness
- Prospective Community Acceptance

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.

Ecology will endeavor to provide comments on the *Draft* FS Report within 30 days of receipt of the *Draft* FS Report.

Within 60 days of receipt of comments from Ecology on the *Draft* FS Report, Subject PLPs will, as necessary, submit to Ecology revised *Draft* FS Reports satisfactory to Ecology and responsive to Ecology's comments.

Ecology will endeavor to respond on approval status within 30 days of receipt of the revised *Draft* FS Report.

The FS Report will not be considered *Final* until after a public review and comment period.

TASK 6. PRELIMINARY DRAFT CLEANUP ACTION PLAN, 101 West and 101 East

Within 90 days of Ecology's approval of the *Draft* FS Report, 101 West and 101 East will submit to Ecology a *Preliminary* dCAP.

A *Preliminary* dCAP will be prepared for 101 West and 101 East in accordance with WAC 173-340-380 that provides a proposed remedial action to address the contamination present

on the Site. The *Preliminary* dCAP will include a general description of the proposed remedial actions, cleanup standards developed from the RI and 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.

Ecology will endeavor to provide comments on the *Preliminary* dCAP within 30 days of receipt of the *Preliminary* dCAP.

Within 60 days of receipt of comments from Ecology on the *Preliminary* dCAP, Subject PLPs will, as necessary, submit to Ecology a revised *Preliminary* dCAPs satisfactory to Ecology and responsive to Ecology's comments.

Ecology will endeavor to respond on approval status within 30 days of receipt of the *Preliminary* dCAP.

The dCAP will not be considered *Final* until after a public review and comment period.

TASK 7. FEASIBILITY STUDY, 100 West

Within 90 days after Ecology's approval of the *Final* dCAP from 101 West and 101 East, the 100 West PLP will submit a *Draft* FS Report.

The 100 West PLP will use the information obtained in the RI Reports,, FS Report, and dCAP from 101 West and 101 East to prepare a FS Report that meets the applicable requirements of WAC 173-340-350(8). The FS Report will evaluate remedial alternatives for site cleanup, consistent with MTCA requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

The FS Report will provide a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350, MTCA Remedial Investigation and Feasibility Study, and WAC 173-204-560. The remedial alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360, Selection of Cleanup Actions, and WAC 173-204-560(4), including a detailed evaluation of remedial alternatives relative to the following criteria:

- Compliance with Cleanup Standards and Applicable Laws
- Protection of Human Health
- Protection of the Environment
- Provision for a Reasonable Restoration Time Frame
- Use of Permanent Solutions to the Maximum Extent Practicable
- The Degree to which Recycling, Reuse, and Waste Minimization are Employed
- Short-term Effectiveness
- Long-Term Effectiveness

- Net Environmental Benefit
- Implementability
- Provision for Compliance Monitoring
- Cost-Effectiveness
- Prospective Community Acceptance

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.

Ecology will endeavor to provide comments on the *Draft* FS Report within 30 days of receipt of the *Draft* FS Report.

Following review and comment by the Ecology Project Coordinator, within 60 days of receipt of comments from Ecology on the *Draft* FS Report, Subject PLPs will, as necessary, submit to Ecology revised *Draft* FS Reports satisfactory to Ecology and responsive to Ecology's comments.

Ecology will endeavor to respond on approval status within 30 days of receipt of the revised *Draft* FS Report.

The FS Report will not be considered *Final* until after a public review and comment period.

TASK 8. PRELIMINARY DRAFT CLEANUP ACTION PLAN, 100 West

Within 90 days of Ecology's approval of the *Draft* FS Report of 100 West, PLP will submit to Ecology a *Preliminary* dCAP.

The *Preliminary* dCAP will include a general description of the proposed remedial actions, cleanup standards developed from the RI and 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.

Ecology will endeavor to provide comments on the *Preliminary* dCAP within 30 days of receipt of the *Preliminary* dCAP.

Within 60 days of receipt of comments from Ecology on the *Preliminary* dCAP, Subject PLPs will, as necessary, submit to Ecology a revised *Preliminary* dCAP satisfactory to Ecology and responsive to Ecology's comments.

Ecology will endeavor to respond on approval status within 30 days of receipt of the *Preliminary* dCAP.

The dCAP will not be considered *Final* until after a public review and comment period.

TASK 9. PROGRESS REPORTS

Subject PLPs will submit Progress Reports quarterly. Progress Reports will be submitted to Ecology until satisfaction of the AO. At a minimum, Progress Reports will contain the following information regarding the preceding reporting period:

- A description of the actions which have been taken to comply with the AO.
- Summaries of sampling and testing reports and other data reports received by Subject PLPs
- Summaries of deviations from approved Work Plans
- Summaries of contacts with representatives of the local community, public interest groups, press, and federal, state, or tribal governments
- Summaries of problems or anticipated problems in meeting the schedule or objectives set forth in the SOW and Work Plan
- Summaries of solutions developed and implemented or planned to address any actual or anticipated problems or delays
- Changes in key personnel
- A description of work planned for the next reporting period.

SCHEDULE OF DELIVERABLES, Table 1

The schedule for deliverables for 101 West and 101 East described in the Agreed Order and the Scope of Work is presented below.

Deliverables	Deliverable Description ⁵	Completion Times ⁴
Quarterly Groundwater Monitoring Report	<i>Final</i> Groundwater Monitoring Report	Within 45 days following completed quarterly coordinated well gauging and sampling event.
Quarterly Progress Report		On the 10 th day of the month in which Progress Report is due
RI Work Plan for 101 West and 101 East	<i>Draft</i> RI Work Plan (including SAP, QAPP, & HASP)	Within 90 days following effective date of the Agreed Order
	<i>Final</i> RI Work Plan	30 days after receipt of Ecology comments. Contingent on Ecology's satisfaction with the <i>Draft</i> RI Work Plan for 101 West and 101 East. ^{1,2}
Completion of RI Field Work for 101 West and 101 East		Within 180 days following Ecology's acceptance of the <i>Final</i> RI Work Plan for 101 West and 101 East. ³
EIM Data Entry		Prior to submittal of the <i>Draft</i> RI Report for 101 West and 101 East, after which EIM Data Entry will be ongoing upon receipt of new data.
RI Report for 101 West and 101 East	<i>Draft</i> RI Report	Within 90 days following receipt of laboratory data. The RI Report for 101 West and 101 East will not be considered <i>Final</i> until after a public review and comment period.
	<i>Draft</i> RI Report	30 days following Ecology approval of <i>Draft</i> RI Report for 101 West and 101 East.
	<i>Final</i> RI Report	30 days after receipt of Ecology comments, contingent on the nature and significance of comments received during public comment period.
FS Report for 101 West and 101 East	<i>Draft</i> FS Report	Within 90 days after Ecology's acceptance of the <i>Final</i> RI Report for 101 West and 101 East. ^{1,2} The FS Report for 101 West and 101 East will not be considered <i>Final</i> until after a public review and comment period.
	<i>Draft</i> FS Report	30 days following Ecology approval of <i>Draft</i> FS Report for 101 West and 101 East.
	<i>Final</i> FS Report	30 days after receipt of Ecology comments, contingent on the nature and significance of

		comments received during public comment period.
dCAP for 101 West and 101 East	<i>Preliminary dCAP</i>	Within 90 days after Ecology's acceptance of the <i>Draft</i> FS Report for 101 West and 101 East. ^{1,2}
	<i>Preliminary dCAP</i>	30 days following Ecology approval of <i>Preliminary dCAP</i> for 101 West and 101 East.
	<i>Final dCAP</i>	Contingent on Ecology's satisfaction with the <i>Revised Preliminary dCAP</i> for 101 West and 101 East, and the nature and significance of comments received during the public comment period. ^{1,2}

SCHEDULE OF DELIVERABLES, Table 2

The schedule for deliverables for 100 West, described in the Agreed Order and the Scope of Work, is presented below.

Deliverables	Deliverable Description⁵	Completion Times⁴
Quarterly Groundwater Monitoring Report	<i>Final</i> Groundwater Monitoring Report	Within 45 days following completed quarterly coordinated well gauging and sampling event.
Quarterly Progress Report		On the 10 th day of the month in which Progress Report is due
EIM Data Entry		Prior to submittal of the <i>Draft</i> RI Report of 101 West and 101 East, after which EIM Data Entry will be ongoing upon receipt of new data.
FS Report for 100 West	<i>Draft</i> FS Report	Within 90 days after Ecology's acceptance of the <i>Final</i> dCAP for 101 West and 101 East. ^{1,2} The FS Report for 100 West will not be considered <i>Final</i> until after a public review and comment period.
	<i>Draft</i> FS Report	30 days following Ecology approval of <i>Draft</i> FS Report for 100 West.
	<i>Final</i> FS Report	30 days after receipt of Ecology comments, contingent on the nature and significance of comments received during public comment period.
dCAP for 100 West	<i>Preliminary dCAP</i>	Within 90 days after Ecology's acceptance of the <i>Draft</i> FS Report for 100 West. ^{1,2}
	<i>Preliminary dCAP</i>	30 days following Ecology approval of <i>Preliminary dCAP</i> for 100 West.
	<i>Final dCAP</i>	Contingent on Ecology's satisfaction with the <i>Revised Preliminary dCAP</i> , and the nature and

		significance of comments received during the public comment period. ^{1,2}
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1 – Ecology reserves the right, at the sole discretion of Ecology, to require one additional comment and document revision round, if needed. All Ecology comments must be addressed to Ecology’s satisfaction prior to document acceptance and finalization.

2 – If the document submitted is not satisfactory to Ecology after completion of two rounds of review and comments (including initial review and comments), Ecology may at its sole discretion complete the document or contract with an Ecology contractor for completion of the document at the expense of Subject PLPs under Section 8.1 of the Agreed Order.

3 – The schedule for RI field work may be revised by Ecology, based on the exact scope of work presented within the RI Work Plan prepared by Subject PLPs.

4 – All completion times are based on calendar days, not business working days. 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 Subject PLPs 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.

5 – For all deliverables, including drafts(s) and final documents, Subject PLPs will prepare and submit one hard copy and one electronic copy in Adobe (.pdf) format to Ecology for review, unless directed by Ecology. Subject PLPs will submit three hard copies of documents intended for public review, unless directed by Ecology.

SCHEDULE OF DELIVERABLES, Table 3

The schedule for Submission of Interim Action Deliverables

Deliverables	Completion Times
Draft Interim Action Work Plan (IAWP)	Within 60 days of the effective Agreed Order
Draft Interim Action Work Plan and SEPA Checklist for the interim action	30 days after receipt of Ecology comments
Final Interim Action Work Plan	30 days after public notice and comment period closes
Implement Final Interim Action Work Plan	Initiated no later than 30 days following Ecology approval of Final Interim Action Work Plan, subsequent to public comment
Draft Interim Action Report	In accordance with the schedule in the Interim Action Work Plan
Final Interim Action Report	30 days after Ecology's approval of the Draft Interim Action Report