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NIKKI BOTNEN

STATE OF WASHINGTON
CLALLAM COUNTY SUPERIOR COURT

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

PORT OF PORT ANGELES,
GEORGIA-PACIFIC LLC, NIPPON
PAPER INDUSTRIES USA CO., LTD.,
CITY OF PORT ANGELES, MERRILL
& RING INC., and OWENS CORNING,

Defendants.

NO. 25 2 00636 05

CONSENT DECREE

25-2-00636-05
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Consent
19432609



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EXHIBIT A	Vicinity Map
EXHIBIT B	Site, Study Areas and Sediment Cleanup Unit Boundaries
EXHIBIT C	Cleanup Action Plan

I. INTRODUCTION

1. The mutual objective of the Plaintiff, State of Washington, Department of Ecology (Ecology) and the following Defendants: Port of Port Angeles, Georgia-Pacific LLC, Nippon Paper Industries USA Co., Ltd., City of Port Angeles, Merrill & Ring Inc., and Owens Corning (each a Defendant) (Plaintiff and Defendants are collectively the Parties) under this Consent Decree (Decree) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances, as defined in the Remedial Investigation/Feasibility Study Report for the Site (RI/FS). This Decree requires Defendants to implement the Cleanup Action Plan (CAP) for the Western Port Angeles Harbor Site (Site), attached to and incorporated in this Decree as Exhibit C.

2. Ecology has determined that these actions are necessary to protect human health and the environment.

3. The Complaint in this action is being filed simultaneously with this Decree. An Answer has not been filed, and there has not been a trial on any issue of fact or law in this case. However, the Parties wish to resolve the issues raised by Ecology's Complaint. In addition, the Parties agree that settlement of these matters without litigation is reasonable and in the public interest, and that entry of this Decree is the most appropriate means of resolving these matters.

4. By signing this Decree, the Parties agree to its entry and agree to be bound by its terms.

5. By entering into this Decree, the Parties do not intend to discharge non-settling parties from any liability they may have with respect to matters alleged in the Complaint. The Parties retain the right to seek reimbursement, in whole or in part, from any liable persons for sums expended under this Decree.

6. The Defendants do not admit to any liability with respect to the Site, or adjacent areas defined below, and this Decree shall not be construed as proof of liability or responsibility for any releases of hazardous substances or cost for remedial action nor an admission of any

facts; provided, however, that Defendants shall not challenge the authority of the Attorney General and Ecology to enforce this Decree.

7. The Court is fully advised of the reasons for entry of this Decree, and good cause having been shown:

Now, therefore, it is HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter and over the Parties pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.

2. Authority is conferred upon the Washington State Attorney General by RCW 70A.305.040(4)(a) to agree to a settlement with any potentially liable person (PLP) if, after public notice and any required hearing, Ecology finds the proposed settlement would lead to a more expeditious cleanup of hazardous substances. RCW 70A.305.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

3. Ecology has determined that a release or threatened release of hazardous substances has occurred at the Site that is the subject of this Decree.

4. Ecology has given notice to Defendants of Ecology's determination that Defendants are PLPs for the Site, as required by RCW 70A.305.020(26) and WAC 173-340-500.

5. The actions to be taken pursuant to this Decree are necessary to protect public health and the environment.

6. This Decree has been subject to public notice and comment.

7. Ecology finds that this Decree will lead to a more expeditious cleanup of hazardous substances at the Site in compliance with the cleanup standards established under RCW 70A.305.030(2)(e) and WAC 173-340.

8. Defendants have agreed to undertake the actions specified in this Decree and consent to the entry of this Decree under MTCA.

III. PARTIES BOUND

1. This Decree shall apply to and be binding upon the Parties to this Decree, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Decree and to execute and legally bind such Party to comply with this Decree. Defendants agree to undertake all actions required by the terms and conditions of this Decree. No change in ownership or corporate status shall alter any Defendant's responsibility under this Decree. Each Defendant shall provide a copy of this Decree to its respective agents, contractors, and subcontractors retained to perform work required by this Decree and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Decree.

IV. DEFINITIONS

1. Unless otherwise specified herein, all definitions in RCW 70A.305.020, WAC 173-204 and WAC 173-340 shall control the meanings of the terms in this Decree.

- Site: The Site is referred to as Western Port Angeles Harbor Site. 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 below the mean higher high water mark of Western Port Angeles Harbor, and consists of the Western Port Angeles Harbor Sediment Cleanup Unit (SCU) as defined in the Western Port Angeles Harbor Sediment Cleanup Unit Remedial Investigation/Feasibility Study (RI/FS), October 2020 and as shown on Exhibit B. For all uses of the term "mean higher high water mark" under this Decree, the toe of a rip rap slope or bulkhead replaces mean higher high water mark where that tidal level is covered by such structures.
- Western Port Angeles Harbor Study Area: Refers to the area characterized by the Defendants below the mean higher high water mark as shown in Exhibit B.

- Western Port Angeles Harbor SCU: Refers to the Western Port Angeles Harbor Sediment Cleanup Unit below the mean higher high water mark as shown in Exhibit B.
- Portion of the Rayonier Mill Study Area below the mean higher high water mark: Refers to the portion of the Rayonier Mill Study Area below the mean higher high water mark as shown in Exhibit B.
- Consent Decree or Decree: Refers to this Consent Decree and each of the exhibits to this Decree. All exhibits are integral and enforceable parts of this Consent Decree.
- Defendants: Refers to Port of Port Angeles, Georgia-Pacific LLC, Nippon Paper Industries USA Co., Ltd., City of Port Angeles, Merrill & Ring Inc., and Owens Corning.
- Parties: Refers to the State of Washington, Department of Ecology and Defendants.

V. FINDINGS OF FACT

1. Ecology makes the following findings of fact without any express or implied admissions of such facts by Defendants.

A. The Site is generally located in western Port Angeles Harbor as shown in the Vicinity Map (Exhibit A).

B. Beginning in 2008, Ecology conducted an investigation at Port Angeles Harbor. This investigation included sampling of marine sediment. The investigation reports, titled *Port Angeles Harbor Sediment Characterization Study, Sediment Investigation Report*, December 2012; *Port Angeles Harbor Supplemental Data Evaluation to the Sediment Investigation Report, Summary Report*, December 2012, and *Port Angeles Harbor Sediment Dioxin Source Study*, February 2013, confirmed that releases of hazardous substances occurred at the Site. The Defendants completed

additional investigation into the nature and extent of contamination in the Western Port Angeles Study Area, submitted results to Ecology, and documented the results, *inter alia*, in *Western Port Angeles Harbor RI/FS Data Report for 2013 Field Program* (February 5, 2014). The *Western Port Angeles Harbor Sediment Cleanup Unit Remedial Investigation/Feasibility Study* (RI/FS) was completed in October 2020 and approved by Ecology in November 2020. A detailed description of the history of the Western Port Angeles Harbor Study Area, the nature of releases of hazardous substances to the Site, and the fate and transport of those hazardous substances is presented in the RI/FS.

C. The Port of Port Angeles (Port) is a municipal corporation organized since 1923 under the laws of the state of Washington. The Port owns properties known as Terminals 1-7. The Port owns or formerly owned properties where Fibreboard Corporation, Merrill & Ring Inc., and other persons and entities have operated facilities and released hazardous substances to the Site. In addition, the Port owns and operates the Boat Haven marina, where hazardous substances have also been identified. The Port also leases or has leased and manages or has managed under a Port Management Agreement, state-owned aquatic lands at the Site to facilitate Port operations.

D. Georgia-Pacific LLC (Georgia-Pacific) is the successor in interest to entities, including Washington Pulp & Paper Corp. and Crown Zellerbach, that from 1920 through 1988 owned and operated the paper mill facility located at 1805 Marine Drive (“Ediz Hook Mill”) and leased aquatic lands near Ediz Hook Mill to facilitate operations. The Ediz Hook Mill property includes the lagoon that is connected to Western Port Angeles Harbor by a channel. The northern part of Ediz Hook Mill includes land leased by the mill operator from the City. The Ediz Hook Mill released hazardous substances to the Site.

E. Nippon Paper Industries USA Co., Ltd. (Nippon) was the owner and operator of the Ediz Hook Mill from 1988 to 2017 when the mill was sold to McKinley

Paper Company. The Ediz Hook Mill released hazardous substances to the Site. In addition to owning and operating the Ediz Hook Mill, Nippon Paper Industries USA Co., Ltd. leased state-owned aquatic lands at the Site to facilitate operations.

F. Merrill & Ring Inc. (Merrill & Ring) was the owner and operator of a lumber mill facility located at 1608 Marine Drive near the base of Ediz Hook in Port Angeles from approximately 1958 through 1988 on property leased from the Port of Port Angeles. Merrill & Ring Inc. also owned and conducted operations on the adjoining property formerly owned by Fibreboard from 1972 through 1988. The Merrill & Ring Inc. facilities released hazardous substances to the Site. In addition, Merrill & Ring Inc. leased state-owned aquatic lands at the Site to facilitate operations.

G. The City of Port Angeles (City) at various times has operated a total of eleven combined sewer overflow (CSO) discharge points that discharged untreated sewage and stormwater directly into Port Angeles Harbor during periods of heavy rainfall. In addition, the City operates stormwater sewer outfalls (SSO) for its municipal separate storm sewer system. Some of the SSOs discharge directly to the Site, and others discharge to creeks that then discharge to the Site. The CSOs and SSOs released hazardous substances to the Site.

H. Owens Corning is the corporate successor to Fibreboard Corporation, the owner and operator of a paperboard plant located at or near 1313 Marine Drive (“the Fibreboard Mill”), which operated originally as the Crescent Boxboard Company and later became known as the Fibreboard Mill. The Fibreboard Mill operated from 1919 through 1970. The Fibreboard Mill released hazardous substances to the Site. In addition to operating the Fibreboard Mill, Fibreboard Corporation leased state-owned aquatic lands at the Site to facilitate operations.

I. In February 1999, Ecology issued the Port Angeles Harbor Wood Waste Study – Final (SAIC 1999). Wood debris identified in Port Angeles Harbor includes

logs, large wood pieces, small wood pieces or chips, very fine wood particles and/or fibers, and pulp-like material. Historically, various mills and timber-related industries have operated along the shoreline of Port Angeles Harbor. These facilities have at one time or another transported and stored logs, wood chips, and sawdust in nearshore areas or on barges in the harbor. Releases of wood debris occurred during these operations. The western portion of Port Angeles Harbor was historically utilized for extensive log rafting by a variety of entities, resulting in the release of wood debris in the rafting areas. Additionally, releases of wood debris resulted from the operation of log dumps by a variety of entities. Wood debris, in the form of very fine wood particles and/or fibers, was released to the harbor in the process effluent from mills, including the Crown Zellerbach and Fibreboard mills, resulting in wood debris layers at the Site.

J. The Western Port Angeles Harbor Group (WPAH Group), which is composed of the City, Georgia-Pacific, Merrill & Ring, Nippon, Owens Corning, and the Port, performed the Remedial Investigation/Feasibility Study (RI/FS) and prepared the Preliminary Draft Cleanup Action Plan for the Site in accordance with Agreed Order No. DE 9781.

K. The investigative reports associated with the RI/FS listed in Section V.B identified areas of marine surface and subsurface sediment that exceed applicable state criteria for protection of the environment and preliminary levels estimated to be protective of human health on lands: 1) owned by the PLPs or on which the PLPs conducted operations, or 2) on which hazardous substances possessed or generated by the PLPs have come to be located or were disposed. Based on the studies performed at the Site to date, this Site poses a threat to human health and/or the environment.

L. As documented in the CAP (Exhibit C), Ecology has chosen a final cleanup action to be implemented at the Site.

VI. WORK TO BE PERFORMED

1. This Decree contains a program designed to protect human health and the environment from the known release, or threatened release, of hazardous substances or contaminants at, on, or from the Site. All remedial actions conducted by Defendants at the Site shall be done in accordance with WAC 173-340 and WAC 173-204.

2. The Defendants shall implement the CAP (Exhibit C) in accordance with the plan and schedule identified in Section 5 of the CAP.

3. All plans or other deliverables submitted by Defendants for Ecology's review and approval under the CAP (Exhibit C) shall, upon Ecology's approval, become integral and enforceable parts of this Decree.

4. If Defendants learn of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in sediments, Defendants, 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 and sampling results) relating to the change in conditions.

5. Pursuant to WAC 173-340-440(11), Defendants shall maintain sufficient and adequate financial assurance mechanisms to cover all costs associated with the operation and maintenance of the remedial action at the Site, including institutional controls, compliance monitoring, and corrective measures.

A. Within sixty (60) days of the effective date of this Decree, Defendants shall submit to Ecology for review and approval an estimate of the costs associated with the operation and maintenance of the remedial action at the Site that they will incur in carrying out the terms of this Decree. Within sixty (60) days after Ecology approves the aforementioned cost estimate, Defendants shall provide proof of financial assurances sufficient to cover those costs in a form acceptable to Ecology.

B. Defendants shall adjust the financial assurance coverage and provide Ecology's project coordinator with documentation of the updated financial assurance for:

i. Inflation, annually, within thirty (30) days of the anniversary date of the entry of this Decree; or if applicable, the modified anniversary date established in accordance with this section, or if applicable, ninety (90) days after the close of Defendant's fiscal year if the financial test or corporate guarantee is used.

ii. Changes in cost estimates, within thirty (30) days of issuance of Ecology's approval of a modification or revision to the CAP that results in increases to the cost or expected duration of remedial actions. Any adjustments for inflation since the most recent preceding anniversary date shall be made concurrent with adjustments for changes in cost estimates. The issuance of Ecology's approval of a revised or modified CAP will revise the anniversary date established under this section to become the date of issuance of such revised or modified CAP.

6. As detailed in the CAP, institutional controls are required at the Site. For lands other than state-owned aquatic lands on which the landowner agrees or is required to record a covenant, Environmental (Restrictive) Covenants will be used to implement the institutional controls. For other property within the Site, such as state-owned aquatic lands that meet the criteria of WAC 173-340-440(8)(b) or (c), Ecology may approve the use of an administrative mechanism other than an Environmental (Restrictive) Covenant to implement institutional controls on the property.

A. In consultation with Defendants, Ecology will prepare the Environmental (Restrictive) Covenants consistent with WAC 173-340-440, RCW 64.70, and any policies or procedures specified by Ecology. The Environmental (Restrictive) Covenants shall restrict future activities and uses of the Site as agreed to by Ecology and Defendants.

B. After approval by Ecology, any Defendant that owns property subject to an Environmental (Restrictive) Covenant shall record such Environmental (Restrictive) Covenant for affected properties it owns with the office of the Clallam County Auditor as detailed in the CAP (Exhibit C). Each Defendant that records an Environmental (Restrictive) Covenant shall provide Ecology with the original recorded Environmental (Restrictive) Covenant within thirty (30) days of the recording date.

C. If institutional controls apply to properties not owned by one or more Defendants, and if the institutional control selected for such property is an Environmental (Restrictive) Covenant, the Defendants will make a good faith effort to secure an Ecology-approved Environmental (Restrictive) Covenant as detailed in the CAP (Exhibit C) from the owner of each affected property. Upon a showing that Defendants have made a good faith effort to secure an Environmental (Restrictive) Covenant for an affected property and failed to do so, Ecology may provide assistance to Defendants. Defendants shall provide Ecology with the original recorded Environmental (Restrictive) Covenant within thirty (30) days of the recording date.

7. Unless otherwise directed by Ecology, during design and construction of the cleanup action Defendants shall submit to Ecology written monthly Progress Reports that describe the actions taken during the previous month to implement the requirements of this Decree. Following completion of construction of the cleanup action, and unless directed otherwise by Ecology, Defendants shall submit written quarterly Progress Reports. All Progress Reports shall be submitted by the tenth (10th) day of the month in which they are due after the effective date of this Decree. Unless otherwise specified in writing by Ecology, Progress Reports and any other documents submitted pursuant to this Decree shall be sent by email to Ecology's project coordinator. The Progress Reports shall include the following:

A. A list of on-site activities that have taken place during the reporting period.

B. Description of any sample results which deviate from the norm.

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

D. Description of all deviations from the plans and schedule in the CAP (Exhibit C) during the current reporting period and any planned deviations in the upcoming reporting period.

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

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

G. A list of planned activities for the upcoming reporting period.

8. Except in the case of an emergency, Defendants agree not to perform any remedial actions at the Site outside the scope of this Decree without prior written approval of Ecology. In the case of an emergency, Defendants must notify Ecology of the event and remedial actions as soon as practical, but no later than twenty-four (24) hours after discovery of the emergency.

VII. DESIGNATED PROJECT COORDINATORS

1. The project coordinator for Ecology is:

Connie Groven, P.E.
Department of Ecology
Southwest Regional Office/Toxic Cleanup Program
PO Box 47775
Olympia, WA 98504
(360) 584-7037
Connie.Groven@ecy.wa.gov

2. The project coordinator for Defendants is:

Jesse Waknitz – Environmental Manager
Port of Port Angeles
338 W. First St
Port Angeles, WA 98362
(360) 457-8527
jessew@portofpa.com

3. Each project coordinator shall be responsible for overseeing the implementation of this Decree. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and Defendants and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Decree 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 Decree.

4. 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.

VIII. PERFORMANCE

1. Except as otherwise provided for by RCW 18.43 and 18.220, all geologic and hydrogeologic work performed pursuant to this Decree 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.

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

3. Except as otherwise provided for by RCW 18.43.130, all construction work performed pursuant to this Decree shall be under the direct supervision of a professional engineer

registered by the State of Washington or a qualified technician under the direct supervision of a professional engineer registered by the State of Washington.

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

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

IX. ACCESS

1. Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that any Defendant 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 Decree; reviewing Defendants' progress in carrying out the terms of this Decree; 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 Decree; and verifying the data submitted to Ecology by Defendants.

2. Defendants shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by Defendants where remedial activities or investigations will be performed pursuant to this Decree.

3. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by any Defendant unless an emergency prevents such notice. All Parties who access the Site pursuant to this section shall comply with any applicable health and safety plans. Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

X. SAMPLING, DATA SUBMITTAL, AND AVAILABILITY

1. With respect to the implementation of this Decree, Defendants shall make the results of all sampling, laboratory reports, and/or test results generated by them or on their behalf available to Ecology by submitting data as detailed in this section. 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 VI.7 (Progress Reports), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

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

3. 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.

XI. RETENTION OF RECORDS

1. During the pendency of this Decree, and for ten (10) years from the date this Decree is no longer in effect as provided in Section XXV (Duration of Decree), Defendants shall preserve all records, reports, documents, and underlying data in their possession relevant to the implementation of this Decree and shall insert a similar record retention requirement into all

contracts with project contractors and subcontractors. Upon request of Ecology, Defendants shall make all records available to Ecology and allow access for review within a reasonable time.

2. Nothing in this Decree is intended by Defendants to waive any right they may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege, the attorney-client privilege, or the mediation privilege. If Defendants withhold any requested records based on an assertion of privilege, Defendants shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Decree shall be considered privileged.

XII. TRANSFER OF INTEREST IN PROPERTY

1. No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by the Defendant that holds such interest without provision for continued operation and maintenance of any containment system, treatment system, and/or monitoring system installed or implemented on such portion of the Site pursuant to this Decree.

2. Prior to a Defendant's transfer of any interest in all or any portion of the Site, and during the effective period of this Decree, the Defendant preparing to complete the transfer shall provide a copy of this Decree to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, the Defendant preparing to complete the transfer shall notify Ecology of said transfer. Upon its transfer of any interest described above, the Defendant conducting the transfer shall notify all transferees of the restrictions on the activities and uses of the property under this Decree and incorporate any such use restrictions into the transfer documents.

XIII. RESOLUTION OF DISPUTES

1. In the event that Defendants elect to invoke dispute resolution, Defendants must utilize the procedure set forth below.

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

B. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; the Defendants' position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

C. Defendants may then request regional management review of the dispute. This request (Formal Dispute Notice) must be submitted 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; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

D. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice.

E. If Defendants find Ecology's Regional Section Manager's decision unacceptable, Defendants may then request final management review of the decision. This request (Final Review Request) shall be submitted in writing to the Toxics Cleanup Program Manager within seven (7) calendar days of Defendants' receipt of the Decision on Dispute. The Final Review Request shall include a written statement of dispute setting

forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

F. Ecology's Toxics Cleanup Program Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Final Decision on Dispute) within thirty (30) calendar days of receipt of the Final Review Request. The Toxics Cleanup Program Manager's decision shall be Ecology's final decision on the disputed matter.

2. If Ecology's Final Decision on Dispute is unacceptable to Defendants, Defendants have the right to submit the dispute to the Court for resolution. The Parties agree that one judge should retain jurisdiction over this case and shall, as necessary, resolve any dispute arising under this Decree. Under RCW 70A.305.070, Ecology's investigative and remedial decisions shall be upheld unless they are arbitrary and capricious.

3. 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. Where either party utilizes the dispute resolution process in bad faith or for purposes of delay, the other party may seek sanctions.

4. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Decree, unless Ecology agrees in writing to a schedule extension or the Court so orders.

5. In case of a dispute, failure to either proceed with the work required by this Decree 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 XXII (Implementation of Remedial Action).

XIV. AMENDMENT OF DECREE

1. The Parties may agree to minor changes to the work to be performed without formally amending this Decree. Minor changes will be documented in writing by Ecology.

2. Substantial changes to the work to be performed shall require formal amendment of this Decree. This Decree may only be formally amended by a written stipulation among the Parties that is entered by the Court, or by order of the Court. Ecology will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment. Such amendment shall become effective upon entry by the Court. Agreement to amend the Decree shall not be unreasonably withheld by any party.

3. When requesting a change to the Decree, Defendants 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 Decree must be formally amended. Reasons for the disapproval of a proposed change to this Decree shall be stated in writing. If Ecology does not agree to the requested change, the disagreement may be addressed through the dispute resolution procedures described in Section XIII (Resolution of Disputes).

XV. EXTENSION OF SCHEDULE

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

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

2. The burden shall be on Defendants to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

A. Circumstances beyond the reasonable control and despite the due diligence of Defendants 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 Defendants.

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

C. Endangerment as described in Section XVI (Endangerment).

3. However, neither increased costs of performance of the terms of this Decree nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Defendants.

4. Ecology shall act upon any Defendant's written request for extension in a timely fashion. Ecology shall give Defendants written notification of any extensions granted pursuant to this Decree. A requested extension shall not be effective until approved by Ecology or, if required, by the Court. Unless the extension is a substantial change, it shall not be necessary to amend this Decree pursuant to Section XIV (Amendment of Decree) when a schedule extension is granted.

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

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

B. Other circumstances deemed exceptional or extraordinary by Ecology.

C. Endangerment as described in Section XVI (Endangerment).

XVI. ENDANGERMENT

1. In the event Ecology determines that any activity being performed at the Site under this Decree is creating or has the potential to create a danger to human health or the

environment, Ecology may direct Defendants to cease such activities for such period of time as it deems necessary to abate the danger. Defendants shall immediately comply with such direction.

2. In the event Defendants determine that any activity being performed at the Site under this Decree is creating or has the potential to create a danger to human health or the environment, Defendants may cease such activities. Defendants 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, Defendants shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Defendant's cessation of activities, it may direct Defendants to resume such activities.

3. If Ecology concurs with or orders a work stoppage pursuant to this section, Defendants' 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 XV (Extension of Schedule), for such period of time as Ecology determines is reasonable under the circumstances.

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

XVII. COVENANT NOT TO SUE

1. Covenant Not to Sue: In consideration of Defendants' compliance with the terms and conditions of this Decree, Ecology covenants not to institute legal or administrative actions against Defendants regarding the release or threatened release of hazardous substances at the Site, the Western Port Angeles Harbor Study Area, or at the portion of the Rayonier Mill Study Area below the mean higher high water mark, as shown in Exhibit B. This does not preclude Ecology from instituting legal or administrative action against Defendants to require them to

perform remedial action to address hazardous substances releases that have come to be located on adjoining upland areas, even if those releases were from the same processes or activities that caused hazardous substances to be located within the Site as defined in this Decree. This Covenant Not to Sue does not cover any other hazardous substances or area. Ecology retains all of its authority relative to any hazardous substance(s) or area not covered by this Decree.

This Covenant Not to Sue shall have no applicability whatsoever to:

- A. Criminal liability.
- B. Liability for damages to natural resources.
- C. Any Ecology action, including cost recovery, against PLPs not a party to this Decree.

2. Pursuant to RCW 70A.305.040(4)(c), the Court shall amend this Covenant Not to Sue if factors not known at the time of entry of this Decree are discovered and present a previously unknown threat to human health or the environment.

3. Reopeners: Ecology specifically reserves the right to institute legal or administrative action against Defendants to require them to perform additional remedial actions at the Site and to pursue appropriate cost recovery, pursuant to RCW 70A.305.070, under any of the following circumstances:

- A. Upon Defendants' failure to meet the requirements of this Decree.
- B. Failure of the remedial action to meet the cleanup standards identified in the CAP (Exhibit C).
- C. Upon Ecology's determination that remedial action beyond the terms of this Decree is necessary to abate an imminent and substantial endangerment to human health or the environment.
- D. Upon the availability of information regarding factors previously unknown to Ecology regarding the Site or the Western Port Angeles Harbor Study Area, including the nature, quantity, migration, pathway, or mobility of hazardous substances,

and Ecology's determination, in light of this information, that further remedial action is necessary to protect human health or the environment at the Site or the Western Port Angeles Harbor Study Area.

E. Upon the availability of information regarding factors previously unknown to Ecology that one or more of the Defendants is responsible for releases of hazardous substances at the portion of the Rayonier Mill Study Area below the mean higher high water mark (e.g. discharges from outfalls, disposal of dredge material, etc.) that present a previously unknown threat to human health or the environment at the Rayonier Mill Study Area.

F. Upon Ecology's determination that additional remedial actions are necessary to achieve cleanup standards within the reasonable restoration time frame set forth in the CAP.

4. Except in the case of an emergency, prior to instituting legal or administrative action against Defendants pursuant to this section, Ecology shall provide Defendants with fifteen (15) calendar days' notice of such action.

XVIII. CONTRIBUTION PROTECTION

1. With regard to claims for contribution against Defendants, the Parties agree that Defendants are entitled to protection against claims for contribution for matters addressed in this Decree as provided by RCW 70A.305.040(4)(d); provided that the Defendants agree that they will not assert the contribution protection provided for by this Paragraph XVIII, by RCW 70A.305.040(4)(d), or by 42 U.S.C. 9613(f) as a defense to any contribution claims as between each other. "Matters addressed" include all remedial actions undertaken at the Site, including actions to characterize the contamination at the Site, the Western Port Angeles Harbor Study Area or the portion of the Rayonier Mill Study Area below the mean higher high water mark, or to enable the selection of a cleanup action, and all oversight costs paid to Ecology. The Defendants' agreement, in this Decree, not to assert the contribution protection defense against

each other shall not make Ecology a necessary party to any contribution action among the Defendants. The enforceability of this Decree shall not be affected if the Defendants' agreement not to assert contribution protection against each other is determined to be unenforceable or without effect.

2. Beyond the scope of this Decree and settlement of Plaintiff's MTCA claims, nothing in this Decree constitutes a waiver or a relinquishment of arguments by Owens Corning relating to the discharge of claims under Section 1141 of the United States Bankruptcy Code (11 U.S.C. §1141), including but not limited to, the Sixth Amended Joint Plan of Reorganization for Owens Corning and its Affiliated Debtors and Debtors-in-Possession (the "Bankruptcy Plan") entered in Case No. 00-03837, United States Bankruptcy Court for the District of Delaware, and the Order confirming the Bankruptcy Plan. In any subsequent administrative or judicial proceeding initiated by the Plaintiff for injunctive relief or other appropriate relief—other than Settlement of Plaintiff's MTCA claims in this Decree—Owens Corning expressly reserves the right to seek a determination from the United States Bankruptcy Court for the District of Delaware, or any other court of competent jurisdiction, that the Plaintiff's claims were discharged under the Bankruptcy Plan. Equally, the Plaintiff and other Defendants to this Decree reserve all rights in any subsequent proceedings in any forum, including the right to contest any of the above arguments.

XIX. INDEMNIFICATION

1. Each Defendant 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 Defendants, their officers, employees, agents, or contractors in entering into and implementing this Decree. However, Defendants 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 Decree.

XX. COMPLIANCE WITH APPLICABLE LAWS

1. *Applicable Law.* All actions carried out by Defendants pursuant to this Decree shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70A.305.090. The permits or specific federal, state, or local requirements that Ecology has determined are applicable and that are known at the time of the execution of this Decree have been identified in Table 4.1 of the CAP (Exhibit C). Defendants have a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Decree, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or the Defendants, Ecology will document in writing if they are applicable to actions carried out pursuant to this Decree, and the Defendants must implement those requirements.

2. *Relevant and Appropriate Requirements.* All actions carried out by Defendants pursuant to this Decree shall be done in accordance with state and federal requirements, or local requirements, that Ecology determines are relevant and appropriate. The relevant and appropriate requirements that Ecology has determined apply have been identified in Table 4.1 of the CAP (Exhibit C). If additional relevant and appropriate requirements are identified by Ecology or the Defendants, Ecology will document in writing if they are applicable to actions carried out pursuant to this Decree and the Defendants must implement those requirements.

3. Pursuant to RCW 70A.305.090(1), Defendants 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, Defendants shall comply with the substantive requirements of such permits or approvals. In instances where the Defendants and Ecology agree it is more efficient to do so, the Defendants shall obtain the

necessary permit or approval from the agency that would otherwise have jurisdiction, notwithstanding RCW 70A.305.090(1), and in such instances, shall submit to the issuing agency's enforcement of the terms of such permit or approval. The exempt permits or approvals and the applicable substantive requirements of those permits or approvals, as they are known at the time of the execution of this Decree, have been identified in Table 4.1 of the CAP (Exhibit C).

4. Defendants 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 Decree. In the event either Ecology or Defendants determine that additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Decree, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or Defendants shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Defendants 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 Defendants and on how Defendants must meet those requirements. Ecology shall inform Defendants in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Decree. Defendants shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

5. 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 Defendants 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.

XXI. REMEDIAL ACTION COSTS

1. Defendants shall pay to Ecology costs incurred by Ecology pursuant to this Decree 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 Decree preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the entry of this Decree. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred, Defendants 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.

2. 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.

XXII. IMPLEMENTATION OF REMEDIAL ACTION

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

reimburse Ecology for the costs of doing such work in accordance with Section XXI (Remedial Action Costs).

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

XXIII. PERIODIC REVIEW

1. 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, Defendants 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). Under Section XVII (Covenant Not to Sue), Ecology reserves the right to require further remedial action at the Site under circumstances therein identified, and the Defendants reserve all defenses. This provision shall remain in effect for the duration of this Decree.

XXIV. PUBLIC PARTICIPATION

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

A. If agreed to by Ecology, develop appropriate mailing lists, prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work 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.

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

C. 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.

D. When requested by Ecology, arrange and/or continue information repositories at the following locations:

- i. Port Angeles Public Library
2210 South Peabody Street
Port Angeles, WA 98362
- ii. Ecology's Southwest Regional Office
300 Desmond Drive SE
Lacey, WA 98503

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

XXV. DURATION OF DECREE

1. The remedial program required pursuant to this Decree shall be maintained and continued until Defendants have received written notification from Ecology that the requirements of this Decree have been satisfactorily completed. This Decree shall remain in effect until dismissed by the Court. When dismissed, Section XI (Retention of Records), Section XVII (Covenant Not to Sue), and Section XVIII (Contribution Protection) shall survive.

XXVI. CLAIMS AGAINST THE STATE

1. Defendants hereby agree that they will not seek to recover any costs incurred in implementing the remedial action required by this Decree from the State of Washington or any of its agencies; and further, that Defendants will make no claim against the State Toxics Control Account, the Local Toxics Control Account, the Environmental Legacy Stewardship Account, or a MTCA Cleanup Settlement Account for any costs incurred in implementing this Decree. Except as provided above, however, Defendants expressly reserve their right to seek to recover any costs incurred in implementing this Decree from any other PLP. This section does not limit or address funding that may be provided under WAC 173-322A.

XXVII. EFFECTIVE DATE

1. This Decree is effective upon the date it is entered by the Court.

XXVIII. WITHDRAWAL OF CONSENT

1. If the Court withholds or withdraws its consent to this Decree, it shall be null and void at the option of any party and the accompanying Complaint shall be dismissed without costs and without prejudice. In such an event, no party shall be bound by the requirements of this Decree.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



NHI IRWIN
Program Manager
Toxics Cleanup Program
(360) 407-7177
Date: August 15, 20025

NICHOLAS W. BROWN
Attorney General



JONATHAN THOMPSON, WSBA #26375
LEEANNE KANE, WSBA #52101
Assistant Attorneys General
(360) 586-6740
Date: August 15, 20025

PORT OF PORT ANGELES

MERRILL & RING INC.

PAUL JARKIEWICZ
Executive Director
(360) 417-3360

Date: _____

NICOLE KIMZEY
Chief Operating Officer
(360) 452-2367

Date: _____

GEORGIA PACIFIC LLC

NIPPON PAPER INDUSTRIES USA CO.
LTD.



BRYANT CHAMPION
Senior Vice President,
Environmental Affairs
(404) 652-4776

Date: _____

KENTARO IDE
President
(206) 389-1773

Date: August 5, 2025

XXVIII. WITHDRAWAL OF CONSENT

1. If the Court withholds or withdraws its consent to this Decree, it shall be null and void at the option of any party and the accompanying Complaint shall be dismissed without costs and without prejudice. In such an event, no party shall be bound by the requirements of this Decree.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

NICHOLAS W. BROWN
Attorney General

NHI IRWIN
Program Manager
Toxics Cleanup Program
(360) 407-7177
Date: _____

JONATHAN THOMPSON, WSBA #26375
LEEANNE KANE, WSBA #52101
Assistant Attorneys General
(360) 586-6740
Date: _____


PORT OF PORT ANGELES

MERRILL & RING INC.

PAUL JARKIEWICZ
Executive Director
(360) 417-3360

NICOLE KIMZEY
Chief Operating Officer
(360) 452-2367

Date: 06/11/2025

Date: _____

GEORGIA PACIFIC LLC

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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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Attorney General

NHI IRWIN
Program Manager
Toxics Cleanup Program
(360) 407-7177
Date: _____

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Assistant Attorneys General
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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

NICHOLAS W. BROWN
Attorney General

NHI IRWIN
Program Manager
Toxics Cleanup Program
(360) 407-7177
Date: _____

JONATHAN THOMPSON, WSBA #26375
LEEANNE KANE, WSBA #52101
Assistant Attorneys General
(360) 586-6740
Date: _____

PORT OF PORT ANGELES

MERRILL & RING INC.

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Executive Director
(360) 417-3360
Date: _____

NICOLE KIMZEY
Chief Operating Officer
(360) 452-2367
Date: _____

GEORGIA PACIFIC LLC

NIPPON PAPER INDUSTRIES USA CO.
LTD.




BRYANT CHAMPION
Senior Vice President,
Environmental Affairs
(404) 652-4776
Date: July 8, 2025

KENTARO IDE
President
(206) 389-1773
Date: _____

CITY OF PORT ANGELES

OWENS CORNING



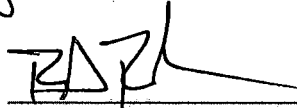
NATHAN WEST
City Manager
(360) 417-4500

Date: June 11, 2025

JAMES GIBB, Vice President
Dispute Resolution and Compliance
Phone

Date: _____

ENTERED this 29 day of Aug 2025.



JUDGE
Clallam County Superior Court

CITY OF PORT ANGELES

OWENS CORNING

NATHAN WEST
City Manager
(360) 417-4500

Date: _____

JAMES GIBB, Vice President
Dispute Resolution and Compliance
Phone _____

Date: 6/17/25

ENTERED this _____ day of _____ 20____.

JUDGE
Clallam County Superior Court



Exhibit A

Vicinity Map Western Port Angeles Harbor

Port Angeles, Washington

Toxics Cleanup Program

Washington State Department of Ecology
Olympia, Washington

September 2024



WPAHG

Western Port Angeles Harbor Group

**Western Port Angeles Harbor
Sediment Cleanup Unit
Port Angeles, Washington**

Exhibit A
Vicinity Map



Exhibit B

Site, Study Area and Sediment Cleanup Unit Boundaries Western Port Angeles Harbor

Port Angeles, Washington

Toxics Cleanup Program

Washington State Department of Ecology
Olympia, Washington

September 2024

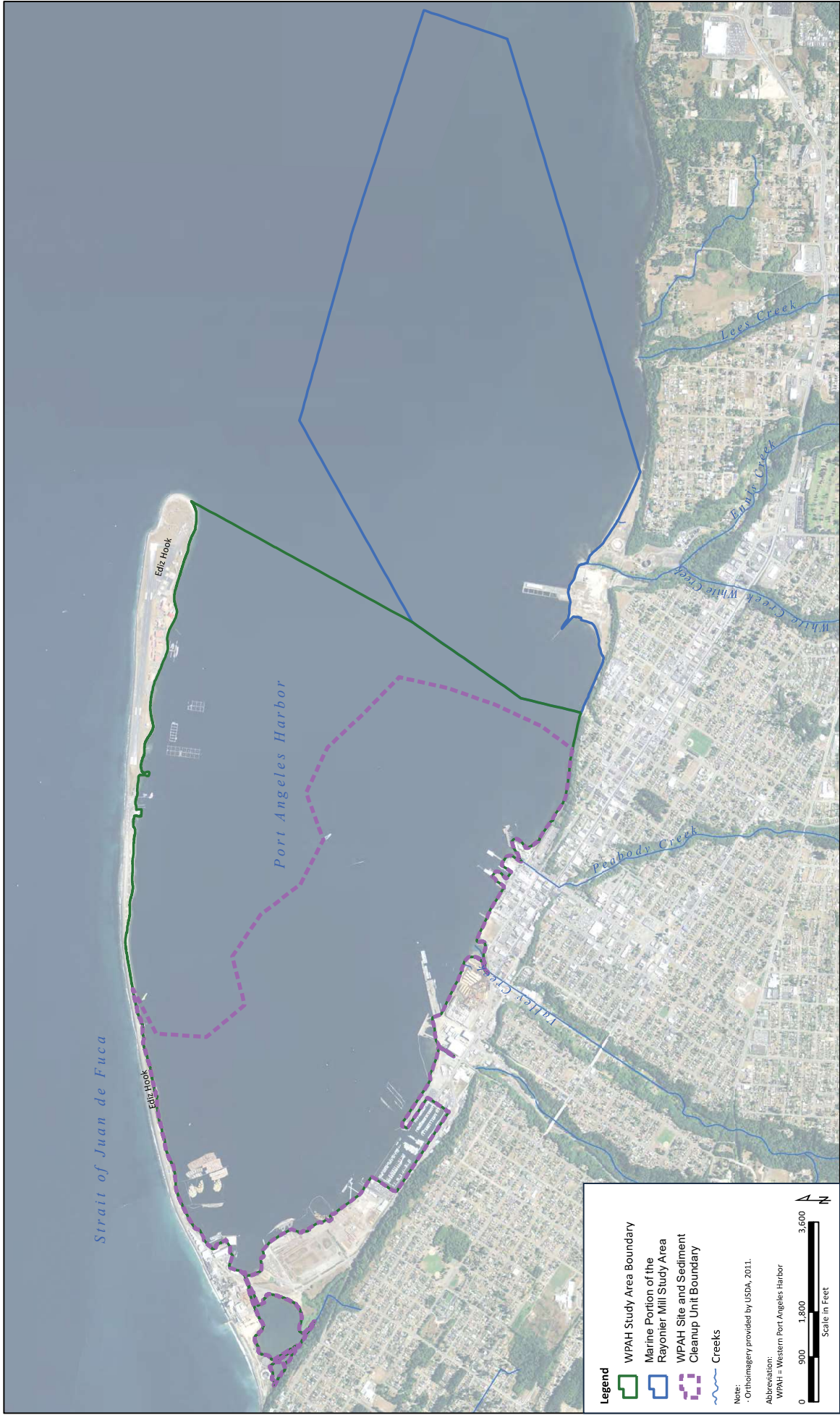




Exhibit C

Cleanup Action Plan Western Port Angeles Harbor

Port Angeles, Washington

Toxics Cleanup Program

Washington State Department of Ecology
Olympia, Washington

May 2025