State of Washington
Department of Ecology

In the Matter of Remedial Action by:
Sonoco Products Company Agreed Order
No. DE 23716

To: John Florence Jr., General Counsel and Vice President
Converted Paper Products
1 North Second St.
Hartsville, SC 29550

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1. Introduction

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Sonoco Products Company (Sonoco) under this Agreed Order (Order) is to provide for assessment and, if necessary, remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires Sonoco to conduct a Data Summary Report, Remedial Investigation (RI) and Feasibility Study (FS), and prepare a preliminary Draft Cleanup Action Plan (DCAP) to select a cleanup alternative. Ecology believes the actions required by this Order are in the public interest.

2. Jurisdiction

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

3. Parties Bound

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

4. Definitions

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

4.1 **Site**: The Site is referred to as Sonoco Products Company (Sonoco). 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 1802 Steele Avenue Sumner, WA 98390 as shown in the Location Diagram (Exhibit A).

4.2 **Parties**: Refers to the State of Washington, Department of Ecology and Sonoco.

4.3 **Potentially Liable Persons (PLP(s))**: Refers to Sonoco.

4.4 **Agreed Order or Order**: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order.

5. Findings of Fact

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

5.1 Based upon factors currently known to Ecology, the Site is generally located in the vicinity of 1802 Steele Avenue Sumner, WA 98390 as shown in the Location Diagram (Exhibit A).

5.2 Northern Paperboard constructed the facility in 1915. In a letter dated March 3, 1980, Sonoco notified Ecology that Sonoco purchased the Site from the Fibreboard Division of Louisiana-Pacific (Fibreboard) and is the current owner and operator of the Site.

5.3 The paper mill on the Site has operated since 1915, before the promulgation of the Resource Conservation and Recovery Act (RCRA) in 1976. Sonoco has owned and operated the paper mill on the Site since 1980, before the promulgation of the 1986 Emergency Planning and Community Right-to-Know Act (EPCRA) and the 1988 MTCA initiative. Prior to these regulations, it is unclear if historical releases were reported or documented.

5.4 In a letter dated February 4, 1971, Fibreboard stated that the Sumner mill's office received complaints of oil discharged to the White River in 1953, 1956, and 1963. Fibreboard stated that the mill found the 1963 discharge to be the result of an accidental oil spill. No cleanup information was included in the letter, except that the company took immediate action upon discovering the oil loss.

5.5 In a letter dated February 4, 1971, Fibreboard stated that on March 8, 1962, the Mill conducted a survey and found fibers suspended in the White River below the Mill's outfall. Fibreboard stated in the winter of 1961-1962, the Mill received multiple complaints from fisherman about fibers suspended in the White River.

5.6 In a series of letters dated August 12, 1976; May 24, 1977; and July 7, 1977, Ecology documented several polychlorinated biphenyl (PCB) sampling analyses conducted by Ecology. Ecology reported PCB levels in the effluent that ranged from 10 ppb to 290 ppb. Ecology found a concentration of 15 ppb in the Mill's raw well water supply. Ecology did not detect PCB's in sediment samples taken above and below the Mill's White river outfall.

5.7 In a letter from Ecology dated September 23, 1988, Ecology advised Sonoco to cease the application of used oil as a dust suppressant at the Site. It is unclear why Ecology sent this letter; to date, Sonoco and Ecology have not found documentation that further indicates the onsite use or non-use of used oil as a dust suppressant.

5.8 In a letter dated August 30, 1991, Sonoco stated that on August 19, 1991, Sonoco released about 6,000 gallons of untreated plant effluent to the White River. Sonoco stated that the primary sump overflowed into a storm drain. Sonoco stated the effluent contained 72 lbs of biological oxygen demand (BOD) and 10 lbs of total suspended solids (TSS).

5.9 On December 10, 1996 Sonoco notified Ecology of a release of about 355 gallons of #5 fuel oil from the primary clarifier feed pump station. A letter from Ecology dated December 18, 1996 advised Sonoco implement procedures and equipment to mitigate future contamination to waters of the state. First responders were not able to fully contain the #5 fuel oil released during the event and contamination may persist on site and in the surrounding area.

5.10 On November 25, 1996, Don Nelson of Ecology Industrial Section called Ecology Environmental Report Tracking System to report a spill of 15 to 20 gallons of diesel fuel oil at the southwest corner of the weigh scales that occurred on May 1, 1996. The incident history report stated the spill was "Not cleaned up to MTCA levels at 200 ppm. Will be trying to clean up more." No further details are available in the incident history report.

5.11 In a letter dated February 25, 1997, Sonoco mentioned an oil leak at the mill that occurred in the months of December 1996 and January 1997.

5.12 On April 5, 2015, Ecology received an ERTS report of concern with photos documenting a milky discharge from Outfall 001. In an email sent on April 6, 2015, Sonoco stated that the visible effluent reported to Ecology was the result of solids that passed through Sonoco's secondary clarifier.

6. Ecology Determinations

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

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

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

6.3 Based upon credible evidence, Ecology issued a PLP status letter to Sonoco dated September 10, 2024, 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 Sonoco is a PLP under RCW 70A.305.040 and notified Sonoco of this determination by letter dated December 19, 2024.

6.4 Pursuant to RCW 70A.305.030(1), .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

7. Work to be Performed

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that Sonoco take the following remedial actions at the Site. These remedial actions must be conducted in accordance with WAC 173-340 and 173-204:

7.1 Sonoco will complete a Remedial Investigation/Feasibility Study and submit an Ecology Review preliminary 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 following naming conventions shall be used for documents: Agency Review Draft (designation for the first time Ecology receives a document); Public Review Draft (designates a document ready for public comment); Final (designation for a document after public comment and Ecology approval); and the preliminary Draft Cleanup Action Plan.

7.2 If Sonoco learns of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in any media, Sonoco, within seven (7) days of learning of the change in condition, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions.

7.3 Sonoco shall submit to Ecology written quarterly Progress Reports that describe the actions taken during the previous quarter to implement the requirements of this Order. All Progress Reports shall be submitted by the tenth (10th) day of the month in which they are due after the effective date of this Order. Unless otherwise specified by Ecology, Progress Reports and any other documents submitted pursuant to this Order shall be sent by certified mail, return receipt requested, or electronically via a sharefile link or email as agreed to by Ecology, to Ecology's project coordinator. The Progress Reports shall include the following:

7.3.1 A list of onsite activities that have taken place during the quarter.

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

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

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

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

7.3.6 A list of deliverables for the upcoming quarter.

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

7.5 Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, remedial investigation/feasibility study, or design of a cleanup action plan. Any Party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, Sonoco shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). Sonoco shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and Sonoco is required to conduct the interim action in accordance with the approved Interim Action Work Plan. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action itself.

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

7.7 Except where necessary to abate an emergency situation or where required by law, Sonoco shall not perform any remedial actions at the Site outside those remedial actions required by this Order to address the contamination that is the subject of this Order, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section 8.11 (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, Sonoco must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

8. Terms and Conditions

8.1 Payment of Remedial Action Costs

Sonoco shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173 340 550(2). Ecology has accumulated $8,845.92 in remedial action costs related to this Site as of September 30, 2025. For all Ecology costs incurred, Sonoco shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

8.2 Designated Project Coordinators

The project coordinator for Ecology is:

Aidan McCooey
SWM Program, Industrial Section
PO Box 47600
Olympia, Washington 98054
(564) 233-5597
aidan.mccooey@ecy.wa.gov

The project coordinator for Sonoco is:

Tim Trumbull
1 N. Second St., Mailstop A53
Hartsville, SC 29550

(843) 309-7418
tim.trumbull@sonoco.com

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and Sonoco, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any Party may change its respective project coordinator. Written notification shall be given to the other Party at least ten (10) calendar days prior to the change.

8.3 Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

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

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

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

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

8.4 Access

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

Sonoco shall make best efforts to secure access rights for those properties within the Site not owned or controlled by Sonoco 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 Sonoco would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If, within 365 days after the effective date of this Order, Sonoco is unable to accomplish what is required through "best efforts," they shall notify Ecology, and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist Sonoco, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from Sonoco 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, Sonoco shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section 7 (Work to be Performed), Ecology's Toxics Cleanup

Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, Sonoco shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Sonoco pursuant to implementation of this Order. Sonoco shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Sonoco and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section 8.4 (Access), Ecology shall notify Sonoco prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

8.6 Public Participation

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

8.6.1 If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

8.6.2 Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify Sonoco prior to the issuance of all press releases and fact sheets related to the Site, and before meetings related to the Site with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by Sonoco that do not receive prior Ecology approval, Sonoco shall clearly indicate to its audience that the press release, fact

sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

8.6.3 When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

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

Sumner Pierce County Library
1116 Fryar Ave.
Sumner, WA 98390

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 Headquarters in Lacey, Washington.

8.7 Access to Information

Sonoco shall provide to Ecology, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Sonoco's possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the work. Sonoco shall also make available to Ecology, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the work.

Nothing in this Order is intended to waive any right Sonoco may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If Sonoco withholds any requested Records based on an assertion of privilege, Sonoco shall provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged, including: (1) any data regarding the Site, including, but not

limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, biological, or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Order.

Notwithstanding any provision of this Order, Ecology retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under any other applicable statutes or regulations.

8.8 Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of the work performed pursuant to this Order, Sonoco shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors.

8.9 Resolution of Disputes

8.9.1 In the event that Sonoco elects to invoke dispute resolution Sonoco 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), Sonoco has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).

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

8.9.1.3 Sonoco may then request regional management review of the dispute. Sonoco must submit this request (Formal

Dispute Notice) in writing to the Industrial 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; Sonoco's position with respect to the dispute; and the information relied upon to support its position.

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

8.9.2 The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

8.9.3 Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

8.9.4 In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section 7.1 (Work to be Performed) or initiating enforcement under Section 10 (Enforcement).

8.10 Extension of Schedule

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

8.10.1.1 The deadline that is sought to be extended.

8.10.1.2 The length of the extension sought.

8.10.1.3 The reason(s) for the extension.

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

8.10.2 The burden shall be on Sonoco 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 Sonoco 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 Sonoco.

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

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

8.10.2.4 Endangerment as described in Section 8.12 (Endangerment).

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

8.10.3 Ecology shall act upon any of Sonoco's written request for extension in a timely fashion. Ecology shall give Sonoco written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section 8.11 (Amendment of Order) when a schedule extension is granted.

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

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

8.10.4.2 Other circumstances deemed exceptional or extraordinary by Ecology.

8.10.4.3 Endangerment as described in Section 8.12 (Endangerment).

8.11 Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section 8.13 (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and Sonoco. 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, Sonoco shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Order must be formally amended. Reasons for the disapproval of a proposed change to this Order shall be stated in writing. If Ecology does not agree to a proposed change, the disagreement may be addressed through the dispute resolution procedures described in Section 8.9 (Resolution of Disputes).

8.12 Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct Sonoco to cease such activities for such period of time as it deems necessary to abate the danger. Sonoco shall immediately comply with such direction.

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

If Ecology concurs with or orders a work stoppage pursuant to this section, Sonoco's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section 8.10 (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

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

8.13 Reservation of Rights

This Order is not a settlement under RCW 70A.305. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against Sonoco to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Sonoco regarding remedial actions required by this Order, provided Sonoco complies with this Order.

Ecology nevertheless reserves its rights under RCW70A.305, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health or the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, Sonoco does not admit to any liability for the Site. Although Sonoco is committing to conducting the work required by this Order under the terms of this Order, Sonoco expressly reserves all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

8.14 Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Sonoco without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

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

8.15 Compliance with Applicable Laws

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

8.15.2 **Relevant and Appropriate Requirements.** All actions carried out by Sonoco pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Order. If additional relevant and appropriate requirements are identified by Ecology or Sonoco, Ecology will document in writing if they are applicable to actions carried

out pursuant to this Order and Sonoco must implement those requirements.

8.15.3 Pursuant to RCW 70A.305.090(1), Sonoco 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, Sonoco shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, the Parties agree that Ecology has the non-exclusive ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

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

Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and Sonoco

shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits or approvals.

8.16 Indemnification

Sonoco 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 Sonoco, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Sonoco shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

9. Satisfaction of Order

The provisions of this Order shall be deemed satisfied upon Sonoco's receipt of written notification from Ecology that Sonoco has completed the remedial activity required by this Order, as amended by any modifications, and that Sonoco 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 seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

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

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

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

10.3 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: 7/13/2026

Sonoco Products Company

John Florence
General Counsel & Secretary
1 North Second St. Hartsville, SC
29550 (843) 383-7346

State of Washington
Department of Ecology

James DeMay, P.E.
Industrial Section Manager
Solid Waste Management Program
(360) 407-6868

Exhibit A: Location Diagram

PublicGIS

Disclaimer: The map features are approximate and have not been surveyed. Additional features not yet mapped may be present. Pierce County assumes no liability for variations ascertained by formal survey.

Date: 3/12/2025 04:54 PM

Exhibit B —Scope of Work and Schedule

Scope of Work

Purpose

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

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

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

Task 1. Data Summary Report
Task 2. RI Work Plan
Task 3. Remedial Investigation
Task 4. Feasibility Study
Task 5. SEPA Compliance
Task 6. Public Participation
Task 7. Draft Cleanup Action Plan (DCAP)

Task 1. Data summary report

Sonoco shall prepare a Data Summary Report that describes general facility information, history and conditions, past investigations including data collection and results, preliminary conceptual contaminant migration pathways, ecological receptors, hazardous substances sources etc. The Data Summary Report will include data in tabular and figure form and will indicate exceedances of industrial and residential screening levels.

Task 2. RI work plan

Sonoco shall prepare a Remedial Investigation Work Plan (Work Plan). The Work Plan shall include an overall description and schedule of all RI activities. The Work Plan shall clearly describe the project management strategy for implementing and reporting on RI activities. The responsibility and authority of all organizations and key personnel involved in conducting the RI will be outlined.

A Key Project Meeting will be held prior to submittal of the RI Work Plan. The purpose of the Remedial Investigation Planning Meeting is to review requirements for the Work Plan and plan

Remedial Investigation field work, discuss the preliminary Conceptual Site Model, and identify project data needs and possible interim actions.

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

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

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

The Quality Assurance Project Plan (QAPP) will be prepared in accordance with the Guidance for Preparation of Quality Assurance Project Plans, EPA Region 10, Quality Data Management Program, QA/R-5 and requirements of the EPA Contract Laboratory Program. The QAPP will also follow Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (July 2004) and Sediment Sampling and Analysis Plan Appendix (February 2008). Laboratories must meet the accreditation standards established in WAC 173-50. Data quality objectives will reflect the criteria or threshold values used for the source control evaluation.

The SAP, including the QAPP, will be submitted to Ecology for review and approval. As with all environmental work at the site, work may not begin without written approval from Ecology.

The plan shall provide seven (7) days' notice to Ecology prior to beginning sampling. Ecology may obtain split samples.

Sonoco or their contractors shall submit all new sampling data generated under this SAP and any other recently collected 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 Requirements. Only validated data will be entered into the EIM database within 30 days of submittal.

RI Work Plan tasks and subtasks will include the following:

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

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

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

Task 3. Remedial Investigation

Sonoco shall conduct an RI that meets the requirements of WAC 173-340-350(7) and WAC 173-204-550 according to the 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, preliminary Sediment Management Standards (SMS) cleanup standards, and other regulatory requirements. The RI must provide sufficient data and information to define the nature and extent of contamination.

Field sampling and analysis will be completed in general accordance with the SAP and QAPP. Deviation(s) from the approved SAP and QAPP must be communicated to Ecology immediately and documented as required by Ecology.

Sonoco shall provide interim data reports and updates to Ecology as new site data and information become available. Laboratory analysis data shall also be provided in electronic format when it has been validated. Raw laboratory data will be provided to Ecology upon request.

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

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

After incorporating Ecology's comments on the Agency Review Draft RI Report, Sonoco shall prepare two (2) copies of a Public Review Draft RI Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment. Electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall also be provided for both the Agency Review Draft RI Report and Public Review Draft RI Reports either in the report or as attachments. 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 shall be conducted to define the extent of contamination.

Task 4. Feasibility study

Sonoco shall use the information obtained in the RI to prepare an Agency Review Draft Feasibility Study (FS) that meets the applicable requirements of WAC 173-340-350(8) according to the Schedule in this exhibit. The Agency Review Draft FS will evaluate remedial alternatives for site cleanup, consistent with MTCA and SMS requirements to ensure protection of human

health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

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

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

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

Sonoco shall prepare two (2) copies of the Agency Review Draft FS and submit them, including one electronic copy in Word (.doc) and Adobe (.pdf) formats, to Ecology for review. After addressing Ecology's comments on the Agency Review Draft FS, Sonoco shall prepare two (2) copies of the Public Review Draft FS and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment. The FS will not be considered Final until after a public review and comment period.

Task 5. SEPA compliance

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

Task 6. Public participation

Sonoco shall support Ecology in presenting the Public Review Draft RI Report and the Public Review Draft FS Reports and SEPA evaluations at one public meeting or hearing, if required. Sonoco 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.

After the public comment periods are completed, Sonoco shall prepare an Agency Review Draft Responsiveness Summary that addresses public comments. Sonoco shall prepare two (2) copies of the Agency Review Draft Responsiveness Summary and submit them to Ecology for review and approval, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment.

After addressing Ecology's comments and after Ecology approval, Sonoco shall submit one electronic copy each in Word (.doc) and Adobe (.pdf) formats of the Final Responsiveness Summary and submit them to Ecology for distribution.

Task 7. Preliminary draft Cleanup Action Plan

Upon Ecology approval of the Public Review Draft Remedial Investigation Report and Public Review Draft Feasibility Study, a Key Project Meeting will be held regarding the Cleanup Action Plan. The Cleanup Action Plan Meeting will be used to review plans for developing the Agency Review preliminary Draft Cleanup Action Plan (DCAP).

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

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

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

Schedule of deliverables

The schedule for deliverables described in the Agreed Order and the Scope of Work is presented below. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date Sonoco 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.

RI/FS Deliverables	Completion Times
Data Summary Report	90 calendar days following the effective date of the Agreed Order
Agency Review Draft RI Work Plan	120 calendar days following effective date of the Agreed Order
Final RI Work Plan	60 calendar days following receipt of Ecology comments
Completion of RI Field Work	15 months following completion of the Final SAP, QAPP and HSP
Agency Review Draft RI Report	120 days following receipt of validated data
Public Review Draft RI Report	60 calendar days following receipt of Ecology comments on Agency Review Draft RI Report
Final RI Report	60 calendar days following receipt of Ecology comments, subsequent to public comment period.
Agency Review Draft FS	120 days following completion of Public Review Draft RI Report
Public Review Draft FS	60 calendar days following receipt of Ecology's comments on the Agency Review draft FS
Final FS	60 calendar days following receipt of Ecology comments, subsequent to public comment period.
Agency Review preliminary Draft Cleanup Action Plan (DCAP)	90 calendar days following Ecology approval of the Final FS.

EXHIBIT C – Applicable Permits and Regulatory Requirements, Potential Applicable Permits and Regulatory Requirements

1. <u>Applicable Permits and Regulatory Requirements</u>

    a. Chapter 70A.305 RCW (Model Toxics Control Act), and Chapter 173-340 WAC (MTCA Cleanup Regulations);

    b. Chapter 90.48 RCW (State Water Pollution Control Act);

    c. Chapter 173-160 WAC (Minimum Standards for Construction and Maintenance of Wells);

    d. Chapter 43.21C RCW (State Environmental Policy Act), and Chapter 197-11 WAC (State Environmental Policy Act Rules).

2. <u>Potential Applicable Permits and Regulatory Requirements</u>

    a. Chapter 70A.205 RCW (Solid Waste Management – Reduction and Recycling), and Chapter 173-350 WAC (Solid Waste Handing Standards);

    b. Pierce County Code (excavation and grading);

    c. Chapter 173-303 WAC (Dangerous Waste Regulations).

    d. Chapter 173-204 WAC (Sediment Management Regulations);