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Exhibit A Legal Site Description

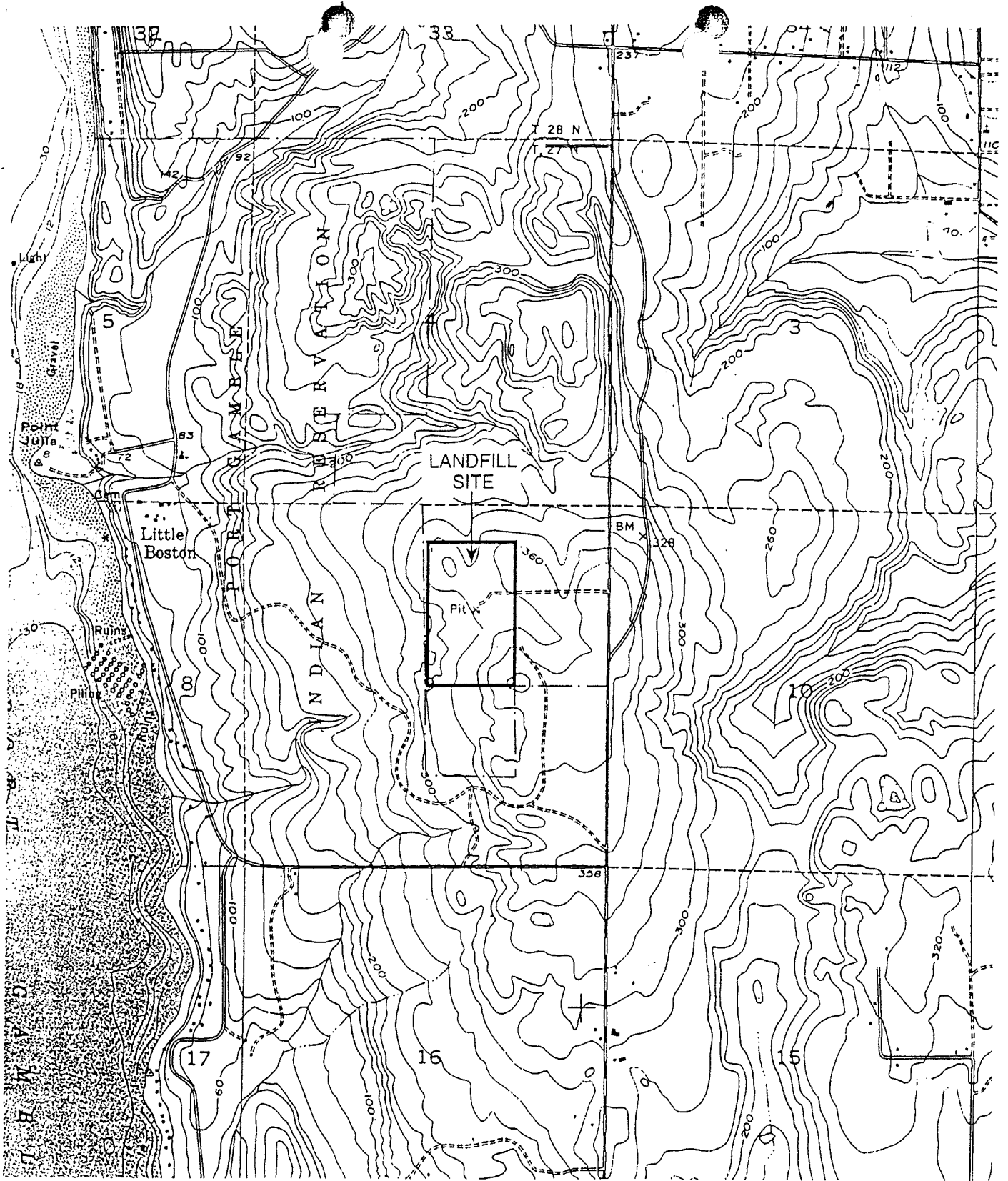
EXHIBIT A
LEGAL DESCRIPTION

The South 1/2 of the N.W. 1/4 of the N.E. 1/4 together with the North 1/2 of the S.W. 1/4 of the N.E. 1/4 all located in Section 9, Township 27 North, Range 2 East, W.M., Kitsap County, Washington.

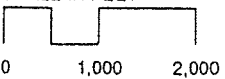
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Exhibit B

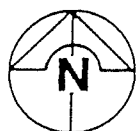
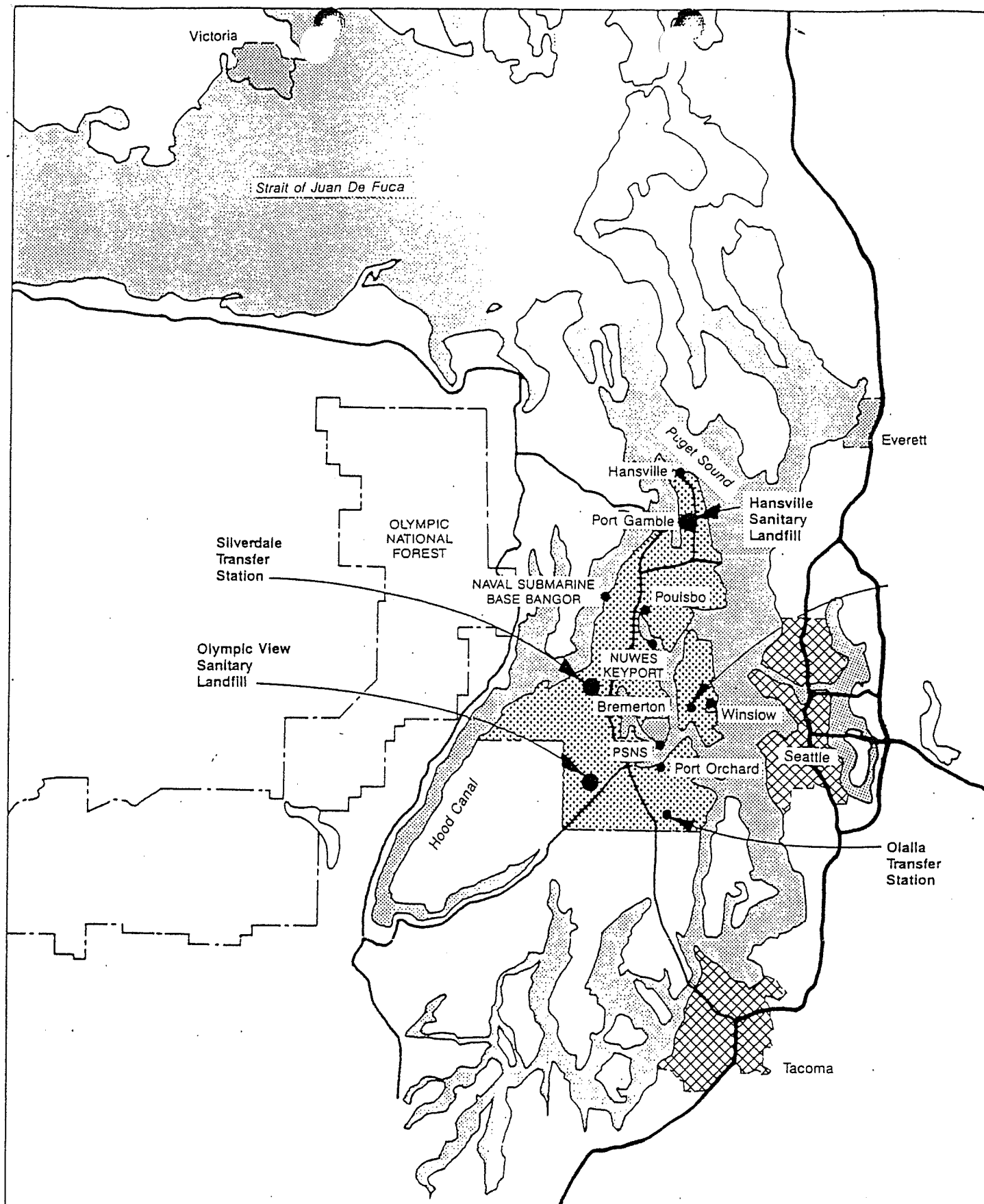
Maps



SCALE IN FEET



Hansville Landfill
Site Location



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Scale in Miles



Denotes Kitsap County

Regional Location Map

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Exhibit C Scope of Work

EXHIBIT C

Hansville Landfill
SCOPE OF WORK

I. Introduction.

- A. Pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D, Kitsap County Sanitary Landfill, Inc. and Kitsap County (collectively "Defendants",) shall conduct a Remedial Investigation/ Feasibility Study (RI/FS) to determine the nature and extent of releases and potential releases of hazardous substances (as defined by RCW 70.105D.020(5)) at and from the Hansville Landfill, determine current or potential future risk posed by the landfill to human health and the environment, and select a cleanup action. The RI/FS shall be conducted in accordance with the MTCA Cleanup Regulation, Chapter 173-340 WAC. The purpose of the RI/FS is to collect, develop, and evaluate sufficient information, as described in WAC 173-340-350, to enable the selection of a cleanup action under WAC 173-340-360.
- B. This Scope of Work shall be incorporated into the RI/FS Work Plan attached to the Consent Decree as Exhibit D. The RI/FS Work Plan shall not be limited to this Scope of Work if additional data gaps are identified in the project planning document, described below, or during the RI/FS.
- C. Additional RI/FS phases may be necessary to adequately characterize the landfill and to select a cleanup action under WAC 173-340-360. Any such additional phases shall require amendment of this Consent Decree or the Exhibits thereto, and may also require amendment of the Project Management Plan or other project planning documents. Proposed amendments to the documents shall be submitted to Ecology for review and approval. Such amendments shall only be made part of the Work Plan with prior Ecology approval.

II. Project Planning.

A. Defendants shall prepare a comprehensive project planning document that includes the following:

1. Quality evaluation (QA/QC), summary, and analysis of existing data;
2. Data gap identification;
3. Initial regulatory analysis;
4. Sampling and Analysis Plan;
5. Quality assurance plan;
6. Data management plan; and
7. Health and safety plan.
8. A Work Plan referencing the attached RI/FS report outline and a schedule of deliverable items is attached to the Consent Decree as Exhibit D. Deliverable items shall include but not be limited to draft and final RI/FS reports; monthly reports; and technical memoranda.

B. The existing data for the site includes but is not limited to the following:

1. Hansville Sanitary Landfill, Final Closure Plan,
Parametrix, Inc. (July 1990)
2. Site Hazard Assessment Report, Hansville Landfill,
Kitsap County, Washington,
Science Applications International Corporation (December 1991)
3. Hansville Sanitary Landfill, Annual Report 1991,
Parametrix, Inc. (April 1992)
4. Annual Monitoring Report, Hansville Landfill,
Kitsap County, Washington,
CH2M HILL (May 1992)
5. Hansville Sanitary Landfill Groundwater and Gas Monitoring
Program Annual Report 1992,
Parametrix, Inc. (March 1993)

6. Hansville Landfill: Preliminary Monitoring and Action Plans to Protect Resources of S'Klallam Tribe,
Harding Lawson Associates (January 1993)
 7. Hansville Landfill, Groundwater, Surface Water, and Landfill Gas Monitoring Program, 1993 Annual Report,
Parametrix, Inc. (April 1994)
 8. 1993 Annual Monitoring Report, Hansville Landfill, Kitsap County, Washington,
CH2M HILL (April 1994)
 9. Hansville Sanitary Landfill, Final Closure Plan,
Parametrix, Inc. (Revised June 1994)
- C. A draft of the project planning document shall be submitted to Ecology for review and comment within 30 days of the entry of the consent decree. The draft shall be revised based on Ecology's comments and submitted to Ecology for review and approval within 30 days of receipt of Ecology's comments.

III. Remedial Investigation.

A. Mapping.

1. Defendants shall conduct a topographic survey of the landfill and surrounding area and shall analyze available aerial photographs of the site. Following this work Defendants shall produce site and vicinity topographic maps that integrate the wetlands as delineated on Tribal wetlands maps and clearly delineate the creek areas between the landfill and Port Gamble.

B. Well Survey.

Defendants shall update the 1988 water supply well inventory for wells located within one mile of the site. The inventory shall include well location, surface elevation, total depth, depth of water, geologic logs and other available pertinent information of record.

C. Waste Source Investigation.

1. The objective of the waste source investigation is to determine the nature of the wastes disposed in each waste disposal area at the Hansville Landfill and to identify the potential routes of exposure and receptors from each waste disposal area.
2. The above referenced reports and other available documents shall be evaluated as part of this task to determine whether the nature of the waste and extent of contamination at each waste source and the potential routes of exposure and receptors are adequately characterized. Data gaps are identified in the Work Plan, Exhibit D.
Sampling and analysis or other required information to fill data gaps for each waste disposal area shall be identified in the Work Plan, Exhibit D to the Consent Decree and the Sampling and Analysis Plan to be developed.

D. Soil/Sediment Investigation.

1. The objective of the sediment investigation is to determine the nature and extent of sediment contamination in stream beds at the Site. The objective of the sediment investigation is to further characterize the site geology and hydrogeology.
2. The above referenced reports and other available documents shall be evaluated as part of this task to determine whether the site geology and hydrogeology and the nature and extent of sediment contamination and the potential routes of exposure and receptors are adequately characterized. Data gaps are identified in the Work Plan, Exhibit D to the Consent Decree.
3. Sampling and analysis or other required information to fill sediment data gaps shall be identified in the project

planning document. Analytes and testing methods including method detection limits (MDLs) and practical quantitation limits (PQLs) along with the supporting rationale shall be presented in the RI/FS Sampling and Analysis Plan.

E. Groundwater Investigation.

1. The objectives of the groundwater investigation are to further characterize site hydrogeology and to determine the nature and extent of groundwater contamination.
2. Published and unpublished hydrogeologic information including the above referenced reports have been reviewed and are summarized in the Work Plan, Exhibit D to the Consent Decree. Data gaps are identified in Exhibit D to the Consent Decree. This information shall be used to assist in locating groundwater monitoring wells at the site.
3. Sampling and analysis or other required information to fill data gaps has been included in the Work Plan, Exhibit D to the Consent Decree. Analytes and testing methods including method detection limits (MDLs) and practical quantitation limits (PQLs) along with the supporting rationale shall be presented in the RI/FS Sampling and Analysis Plan.
4. Based on available information, the initial groundwater investigation shall focus on the upper aquifer since this aquifer appears to have the greatest potential for impacts from the site. This will require installation of monitoring wells to assess the characteristics of the upper aquifer and underlying aquitard as described in the Work Plan, Exhibit D to the Consent Decree. Additional groundwater monitoring wells may be required in other aquifers if hydrogeologic information indicates that the aquifers are potential receptors for contamination from the site.

5. Well construction specifications shall be provided in the Sampling and Analysis Plan. Wells shall be developed and tested for aquifer characteristics as described in the Work Plan, Exhibit D to the Consent Decree.
6. Soil samples shall be collected during drilling to characterize stratigraphy and aquifer and aquitard characteristics. Soil sampling locations, frequencies, and testing procedures and analytical parameters are presented in the RI/FS Work Plan, Exhibit D to the Consent Decree and will be refined in the Sampling and Analysis Plan as necessary.
7. The groundwater from each installed monitoring well shall be sampled and tested during four quarters of groundwater sampling. Samples shall be tested as described in the Work Plan, Exhibit D to the Consent Decree.
8. Water levels shall be measured during each sampling round to establish groundwater gradients and flow direction.
9. A technical memorandum including data tables, maps, graphs, and data analysis results for the first two rounds of leachate/groundwater sampling shall be submitted to Ecology for review and approval. Electronic copies of data results shall also be submitted.

F. Landfill Gas Investigation.

1. The objective of the landfill gas investigation is to further assess nature and extent of landfill gas migration and potential migration pathways and receptors.
2. The existing gas probes shall be sampled on a monthly basis and tested for methane, oxygen and carbon dioxide concentrations, vacuum and flow as described in the Work Plan, Exhibit D to the Consent Decree.

3. Defendants shall investigate the potential of using exterior gas extraction wells as a vapor extraction system as described in the Work Plan, Exhibit D to the Consent Decree.
4. Operation and maintenance of the existing active gas extraction system shall continue for the duration of the RI/FS investigation. The efficacy of active gas extraction system and landfill cap for controlling gas migration will be evaluated as described in the Work Plan, Exhibit D to the Consent Decree.

G. Surface Water

1. The objectives of the surface water investigation are to determine the nature and extent of contamination and to determine the groundwater/surface water relationship.
2. Sampling and analysis or other required information to fill data gaps are identified in the Work Plan, Exhibit D to the Consent Decree. Analytes and testing methods including method detection limits (MDLs) and practical quantitation limits (PQLs) along with the supporting rationale shall be presented in the RI/FS Sampling and Analysis Plan.
3. Surface water quality shall be evaluated by sampling and analyzing surface water samples for the parameters listed in the Work Plan, Exhibit D to the Consent Decree.

IV. Feasibility Study.

- A. The Feasibility Study (FS) shall be conducted in accordance with WAC 173-340-350.
- B. The FS shall include the elements of the attached FS outline, Appendix A, except those sections that are not applicable to the site, in which case the supporting rationale shall be provided.
- C. Cleanup action alternatives shall be evaluated in accordance with the requirements of WAC 173-340-360. This evaluation may also

include laboratory testing, pilot testing, modelling, and data analysis.

- D. An initial screening of alternative actions shall be developed by Defendants and presented to Ecology as a technical memorandum for review and approval. The technical memorandum shall also include the cleanup standards and ARARs along with the supporting rationale. The final screening shall follow the FS outline.

V. RI/FS Report.

- A. The site investigation(s) and cleanup action alternatives screening and evaluation shall be incorporated into an RI/FS Report. The report shall follow the approved outline and shall include the following:
1. Description of the investigation(s) performed and the results of the investigation(s).
 2. Identification of MTCA cleanup standards including ARARs.
 3. Comparison of contaminant concentrations with cleanup standards.
 4. Description of the cleanup action alternatives screening and results.
 5. Description of the evaluations of cleanup action alternatives and a summary of the results.
 6. Results of the survey of water supply wells.
 7. Graphics including but not limited to:
 - (a) Vicinity and site topographic maps.
 - (b) Boring, monitoring well, and gas probe logs and as-builts.
 - (c) Geologic and hydrogeologic cross-sections.
 - (d) Contour maps of aquifer and aquitard thicknesses.
 - (e) Well hydrographs.
 - (f) Water table or potentiometric surface elevation contour maps.

- (g) Bar graphs for each well for each sampling round showing concentrations of chemical constituents compared to MTCA cleanup standards.
 - (h) Trends in each well for each chemical constituent exceeding MTCA cleanup standards.
 - (i) Chemical concentration contour maps of the site.
- 8. Descriptions of sampling and testing methods.
- 9. A summary of test results and data analysis.
- 10. Results of the QA/QC evaluation
- 11. Identification of data gaps.
- 12. Other appropriate information.
- B. The draft RI/FS Report shall be submitted to Ecology for review and comment. The draft RI/FS Report shall be revised by Defendants in response to the changes and revisions required by Ecology, and the final RI/FS Report shall be prepared and submitted to Ecology for review and approval.

APPENDIX A

REMEDIAL INVESTIGATION/FEASIBILITY STUDY OUTLINE

REMEDIAL INVESTIGATION

I. INTRODUCTION

A. General Facility Information

1. Facility name and address
2. Legal description of facility
3. Location and size of facility
4. Current owner/operator
5. Past owners/operators
6. Operational history
7. Other pertinent information

II. CURRENT SITE CONDITIONS MAP

- A. Property boundary
- B. Site boundary
- C. Surface topography
- D. Surface/subsurface structures
- E. Utility lines/easements
- F. Sample locations and elevations - borings, monitoring wells, test pits, and other sample types

III. FIELD INVESTIGATIONS

A. Surface Water/Sediments Characterization

1. Surface drainage
 - a. patterns
 - b. quantities
 - c. significant hydrologic features

2. Erosional areas
 3. Areas of sediment deposition
 4. Surface water
 - a. extent and distribution of contamination
 - b. background concentration
 5. Sediments
 - a. extent and distribution of contamination
 - b. background concentration
 - c. physical properties
 6. Floodplains
 7. Migration routes
 - a. actual
 - b. potential
 - c. contaminant partitioning
- B. Soils Characterization
1. Extent and distribution of contamination
 2. Background concentration
 3. Adsorption capacity and other factors which may affect contaminant migration
 - a. organic content
 - b. migration & retardation coefficient
 4. Physical properties
 - a. grain size
 - b. moisture content
 - c. proctor (standard/ modified)
 - d. hydraulic conductivity, permeability
 - e. other properties
- C. Ground Water System Characterization
1. Extent and distribution of contamination
 2. Background concentration

3. Geology and hydrogeology - description and distribution of units
 - a. bedrock
 - b. unconsolidated materials
 - c. aquitard/aquiclude
 - d. borings, monitoring wells, and other pertinent sampling locations
 - (1) surveyed elevations
 - e. boring logs, monitoring well as-builts, other logs
 - f. cross sections
4. Aquifers
 - a. gradient(s)
 - b. direction of flow in each identified aquifer
 - c. seasonal fluctuations/ divides
 - d. areas of recharge
 - e. areas of discharge
 - f. location of public/ private supply wells
 - g. background water quality

D. Air Characterization

1. Regional and local climate
 - a. seasonal rainfall
 - b. prevailing wind direction/velocity
 - c. temperature
 - d. storm events
 - (1) magnitude
 - (2) frequency
2. Background air quality
3. Air quality impacts
 - a. modeling
 - b. sampling

E. Land Use

1. Population exposure
 - a. actual
 - b. potential
 2. Present land use/zoning
 3. Proposed land use/zoning
- F. Natural Resource Damage Assessment
1. Known or potential sensitive environment damages
 2. Known or potential habitat reduction
 3. Known or potential wildlife damages
- G. Sources of Hazardous substances
1. Location of sources
 2. Quantity of wastes
 3. Extent and distribution of sources
 4. Concentration of sources
 5. Source characterization
 - a. physical properties
 - b. chemical properties
 - c. biological effects
 - (1) human health
 - (2) environment

IV. REGULATORY CLASSIFICATIONS

- A. CERCLA hazardous substance
- B. RCRA waste
- C. Dangerous waste
 1. listed
 2. characteristic
- D. Extremely hazardous waste
 1. listed
 2. characteristic
- E. Land banned substance
- F. State-only wastes

G. Problem waste

H. Waste designation for each affected media

V. RISK ASSESSMENT

A. Not required because cleanup standards are obvious and undisputed and allow an adequate margin of safety for protection of human health and the environment

B. Required because cleanup standards are neither obvious nor allow ample margin of safety

1. Actual/potential threats to human health/environment
2. Actual/potential threats to environment
3. Exposure pathways

FEASIBILITY STUDY

I. INTRODUCTION

II. CLEANUP STANDARDS AND ARARS

III. INITIAL SCREENING OF ALTERNATIVES

- A. Identify technologies for each affected media
- B. Availability of technologies
- C. General suitability of technologies
- D. Potential permits required

IV. FINAL SCREENING OF ALTERNATIVES

- A. Overall Protection of Human Health and Environment
 1. Degree of reduction of existing risk
 2. Time required to reduce risk
 3. Time required to attain cleanup standards
 4. On-site/off-site risks due to cleanup implementation
- B. Attainment of cleanup standards
 1. Compliance with applicable federal/state/local laws (ARARs)
- C. Short-term effectiveness
 1. Protection of human health and environment during construction

2. Degree of risk prior to attainment of cleanup standards
- D. Long-term effectiveness
1. Degree of certainty of cleanup success
 2. Long-term reliability
 3. Magnitude of residual risk
 4. Management of treatment wastes
 5. Management of wastes remaining untreated
- E. Reduction of toxicity/mobility/volume through treatment
1. Treatment-capability
 2. Reduction or elimination of releases
 3. Management of sources of releases
 4. Degree of irreversibility of treatment
 5. Quantity/quality of treatment wastes
- F. Implementability
1. Technical feasibility
 - a. ability to meet standards
 - b. constructability
 2. Availability of necessary off-site facilities
 3. Availability of necessary services and materials
 4. Administrative requirements
 - a. regulatory and permitting requirements
 - b. scheduling requirements
 - c. monitoring requirements
 - d. construction access
 - e. operations and maintenance requirements
 - f. integration with current site operations
 - g. integration with other remedial actions
- G. Cost
1. Present capital costs
 2. Future capital costs
 3. Indirect costs

4. Operation and maintenance costs

H. Community concerns

I. Degree to which recycling/reuse/waste minimization are used

V. TREATABILITY STUDIES

A. Work Plan

1. Goal of study
 - a. innovative technologies
 - b. new applications of existing technologies
2. Performance standard
3. Description of process
 - a. design parameters
 - b. range of contaminant concentrations to be treated
 - c. range of other design parameters to be treated
4. Analytical methods
5. Vendors
6. Study schedule
7. Permits required for on-site work
8. Pretreatment requirements

B. Study Report

1. Goal of study
2. Brief description of study
 - a. modifications to Work Plan
3. Results
4. Conclusions
5. Recommendations
 - a. additional study
 - b. full scale implementation

VI. ADDITIONAL INFORMATION NECESSARY TO COMPLY WITH SEPA

- A. SEPA checklist completed
- B. Threshold determination made
- C. Declaration of Nonsignificance (DNS)

D. Environmental Impact Statement (EIS)

VII. COMPARISON OF ALTERNATIVES

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Exhibit D Work Plan and Schedule

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Exhibit E

Minimum Maintenance and Operation Requirements for Hansville Landfill

EXHIBIT E

MINIMUM MAINTENANCE AND OPERATION REQUIREMENTS

FOR THE HANSVILLE LANDFILL

The following requirements from Chapter 173-304 of the Washington Administrative Code (WAC) and Bremerton-Kitsap County Board of Health Ordinance 1993-3, are applicable to the Hansville Landfill during the pendency of the RI/FS covered by this Consent Decree.

SECTION I. STANDARD CONDITIONS

- A. Terms pertaining to solid waste used in this Exhibit shall be as defined in Section III of Bremerton-Kitsap County Board of Health Ordinance 1993-3.
- B. Kitsap County and Kitsap County Sanitary Landfill, Inc. (KCSL) shall notify the Bremerton-Kitsap County Health District (Health District) and the Washington State Department of Ecology (Ecology) in advance, and in writing, of any alterations or additions to the facility. All alterations or additions to the post-closure operation and maintenance of the facility must be included in written plans approved by the Health District and Ecology.
- C. Kitsap County and KCSL shall provide post-closure activities to allow for continued facility maintenance, and monitoring of air, land, and ground and surface waters, as long as necessary for the facility to stabilize, so as to protect human health and the environment as reflected in the Scope of Work and Work Plan attached to the Consent Decree and in this Exhibit E.
- D. Post-closure activities include, but are not limited to, the following: ground water monitoring, surface water monitoring; landfill gas monitoring; and proper operation, maintenance and repair of the facility, facility structures, and facility monitoring systems for their intended use.
- E. Kitsap County and KCSL shall maintain the closed landfill in accordance with the Health District approved post-closure plan (which includes, but is not limited to, the actions specified in Section I.D. (above). Provided, however, that any facility repairs deemed necessary or required during the pendency of the Consent Decree shall be the sole responsibility of the site owner, Kitsap County.
- F. Unauthorized entry at the facility shall be controlled, at minimum, by means of a lockable gate, barrier, fence, etc., and the property boundary.

SECTION II. SPECIFIC CONDITIONS

- A. Minimum Requirements for Maintenance. During the RI/FS, Kitsap County and KCSL shall provide all activities necessary to allow for continued facility maintenance. These activities include, but are not limited to:
1. Stormwater quantity and quality control;
 2. Slope stability, erosion and dust control;
 3. Maintenance of access roads and ditches;
 4. Maintenance of facility structures and systems (i.e., stormwater, landfill cover, gas control, surface and ground water monitoring, etc.), subject to the proviso in Section I E above; and
- B. Minimum Requirements for Performance. Kitsap County and KCSL shall provide all activities necessary to allow for the continued monitoring of air, land, and water during the RI/FS.
1. Ground Water. State and Health District regulations specify the following performance standard for ground water: "An owner or operator of a landfill shall not contaminate the ground water underlying the landfill beyond the point of compliance." The RI/FS will investigate the nature and extent of groundwater contamination at and near the facility and identify and assess remedial actions that could be employed to meet the performance standard described above in the future.
 2. Air Quality.
 - a. The facility shall not allow explosive gases to exceed:
 - (1) Twenty-five percent of the lower explosive limit for the gases in facility structures (excluding gas control or recovery system components).
 - (2) The lower explosive limit for the gases at the property boundary or beyond.
 - (3) One hundred parts per million by volume of hydrocarbons (expressed as methane) in off-site structures.
 - b. Surface Water. State and local regulations specify the following performance standard for surface water: "An owner or operator of a landfill shall not cause a violation of any receiving water quality standard or violate chapter 90.48 R.C.W. from discharges of surface run-off, leachate or any other liquid associated with a landfill." The RI/FS will investigate the nature and

extent of surface water contamination at and near the facility and identify and assess remedial actions that could be employed to meet the performance standard described above in the future.

C. Minimum Environmental Monitoring Requirements

1. Ground Water Monitoring.

- a. Quarterly Monitoring. Minimum quarterly monitoring required from monitoring wells MW-1, MW-2, MW-4, MW-5, and MW-6. Each individual monitoring well shall be analyzed for the following:

Water Level	Temperature
Specific Conductance	pH
Chloride	Sulfate
Nitrite, Nitrate, & Ammonia (N)	Organic Carbon
Chemical Oxygen Demand	Total Coliform
Dissolved Arsenic	Dissolved Barium
Dissolved Copper	Dissolved Iron
Dissolved Lead	Dissolved Manganese
Dissolved Nickel	Dissolved Zinc
Volatile Organic Compounds (EPA Method 8240)	

- b. Ground water analyses shall be performed by a laboratory accredited by the Washington State Department of Ecology. The methods of analysis shall be in accordance with the Sampling and Analysis Plan to be submitted pursuant to the Consent Decree.

2. Surface Water Monitoring.

- a. Quarterly Monitoring. Minimum quarterly monitoring required from Middle Creek surface water stations SW-1, SW-2, SW-3, and the detention pond station SB-1. Each individual monitoring station shall be analyzed for the following:

Temperature	pH
Fecal Coliform	Total Suspended Solids
Chloride	Turbidity
Specific Conductance	Dissolved Oxygen
Total Recoverable Arsenic	Total Recoverable Barium
Total Recoverable Copper	Total Recoverable Iron
Total Recoverable Lead	Total Recoverable Manganese
Total Recoverable Nickel	Total Recoverable Zinc
Hardness	
Volatile Organic Compounds (EPA Method 8240)	

b. Surface water monitoring shall be performed by a laboratory accredited by the Washington State Department of Ecology. The methods of analysis shall be in accordance with the Sampling and Analysis Plan to be submitted pursuant to the Consent Decree.

3. Landfill Gas Monitoring.

Quarterly Monitoring. Minimum quarterly monitoring required from gas probes GP-1, GP-2, GP-3, GP-4, and GP-5 for at minimum, the following:

Methane (%LEL)
Oxygen (%VOL)
Carbon Dioxide (%VOL)
Vinyl Chloride as described in the Work Plan

07/06/95

PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into as of June ____, 1995 between Kitsap County Sanitary Landfill, Inc., a Washington corporation ("KCSL") and Kitsap County, a municipal corporation of the State of Washington (the "County").

RECITALS

A. The County is the owner of the solid waste disposal facility commonly known as the Hansville Landfill (the "Facility") in Kitsap County, Washington. The County has leased the Facility to KCSL and KCSL has operated it.

B. The Washington State Department of Ecology (Ecology) has made claim against KCSL and the County under the Model Toxics Control Act, RCW 70.105D, related to the Facility.

C. There are common questions of law and fact that will affect the ability of KCSL and the County to each defend itself in connection with liability at the Facility, creating a mutual interest in certain joint and common defense efforts and KCSL and the County have concluded that their respective interests will best be served by jointly conducting certain common activities relating to the Facility, including the completion of the RI/FS.

D. Without admitting any fact, responsibility, fault or liability in connection with the Facility, KCSL and the County wish to cooperate with respect to the defense of the Ecology claim regarding the Facility.

E. KCSL and the County intend to enter into a Consent Decree with the Department of Ecology (the "Consent Decree") for the conduct of a Remedial Investigation and Feasibility Study (RI/FS) to determine the nature and extent of contamination at or emanating from the Facility, any risks posed thereby and the appropriateness of remedial alternatives to address such risks.

AGREEMENT

In consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. Joint Defense. In accordance with the terms and provisions of this Agreement, KCSL and the County agree to undertake certain joint and common defense efforts, including the completion of the RI/FS for the Facility.

2. Authorized Representatives.

2.1 KCSL and the County shall each appoint a representative to act on its behalf in connection with this Agreement (the "Authorized Representative") and state his or her name on the signature page of this Agreement.

2.2 Each party's Authorized Representative shall have himself or herself, or shall be assisted by others (including counsel and/or consultants) who have the skill and expertise to oversee the activities of any consultants hired by KCSL and the County under this Agreement, including monitoring performance of the work on the RI/FS, reviewing and approving invoices, administering agreements with consultants, and reviewing and analyzing technical data, studies and other materials relating to the Facility.

2.3 Each party's Authorized Representative shall be empowered to act on its behalf under this Agreement and be responsible for performing all acts required of, and exercising all rights granted to, such party hereunder. All actions by a party's Authorized Representative shall be binding upon that party. Each party and its Authorized Representative shall be entitled to rely upon the other party's Authorized Representative and shall not be required to investigate into the authority or powers of such Authorized Representative. Each party shall notify the other in writing of any change in the identity of such party's Authorized Representative.

2.4 The Parties initially designate as their respective Authorized Representative the following:

KCSL: Name: Leslie C. Nellerroe, Esq.
 Address: 6100 Columbia Center
 701 Fifth Avenue
 Seattle, WA 98104-7098

 Phone: (206) 447-0900
 Fax: (206) 447-0849

Kitsap County: Name: Michael D. Smith, Esq.
 Address: Kitsap County Prosecutor's
 Office
 Kitsap County Courthouse
 614 Division Street, MS-35
 Port Orchard, WA 98366-7148

Phone : (360) 895-4992
Fax : (360) 876-7083

3. Consent Decree. KCSL and the County shall undertake jointly all negotiations with the Washington Department of Ecology and the Bremerton-Kitsap County Health District (the "Agencies"), the Port Gamble S'Klallam Tribe (the "Tribe") and all other local, state and federal agencies required to obtain the Consent Decree and other approvals of plans and actions to be taken at the Facility which are subject to this Agreement. The RI/FS shall not be undertaken pursuant to this Agreement unless and until the Washington State Department of Ecology and the parties have executed the Consent Decree.

4. Common Consultants; Project Manager; Consulting Firm.

4.1 In order to implement efficiently the investigative at the Facility, KCSL and the County have determined that the work should be performed by common technical consultants and contractors retained by them as provided in this § 4. The obligations of such common consultants and contractors shall be set forth in consulting agreements which shall include provisions concerning compliance with governmental orders and/or decrees, protection of confidential information and the joint control of the work by KCSL and the County.

4.2 Upon execution of the Consent Decree by all parties, KCSL and the County shall, through counsel, jointly retain and enter into a written contract with Parametrix (the "Consulting Firm"). Thair Jorgenson shall be designated the "Project Manager" and shall manage the RI/FS required by the Consent Decree pursuant to joint direction from KCSL and the County's counsel.

4.3 During the term of this Agreement, KCSL and the County shall each be entitled to free access to the Project Manager and the Consulting Firm and to all reports, documents, notes, studies, conclusions, raw data, QA/QC'd data, materials and technical memoranda generated or maintained by the Consulting Firm related to the RI/FS (the "Project Documentation") and generated after the execution of this Agreement. KCSL has previously retained Parametrix to provide a variety of services and plans to retain Parametrix to provide additional services in the future. The County specifically agrees that it will not seek to disqualify Parametrix and KCSL may retain and rely upon Parametrix for expert assistance in the mediation that is contemplated by § 14 of this agreement and any litigation between the parties pertaining to the investigation of contamination or remedial actions at the Hansville Landfill. The County also agrees that it will not assert this joint defense agreement as the

basis for disqualification of Parametrix from provision of expert advice and services to KCSL.

4.4 The written contract with Consulting Firm shall specify that the Consulting Firm shall maintain for the duration of the performance of the RI/FS and for an additional two years to the extent available, the following insurance coverage:

Contractor's Pollution Liability	\$5,000,000 per occurrence
Errors and Omissions	\$2,000,000 per occurrence
Worker's Compensation	Statutory
Comprehensive General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 per occurrence

Such coverage shall apply to all actions of the Consulting Firm at the site and shall include a contractual indemnity endorsement. The Consulting Firm shall provide the parties with certificate of insurance prior to execution of this Agreement indicating the above coverage and shall notify the parties in writing within 30 days prior to any change in such coverage, and shall add KCSL and the County as additional named insured parties on the policies.

4.5 If KCSL or the County elects to retain independently any consultants to perform activities at the Facility, such party shall ensure that the activities of such independently-retained consultants do not interfere with the work being performed by the Consulting Firm. The costs of such independently-retained consultants shall be borne by the party retaining such consultant and shall be payable by the other party under § 7 only if, and to the extent that, such other party approves such costs and determines that the activities of the independently-retained consultant constitute work that is mutually beneficial, has been coordinated with counsel, the Project Manager and the Consulting Firm and has been performed in conformity with this Agreement and the agreements with the Consulting Firm.

5. Project Work.

5.1 The Consulting Firm shall proceed with the work required under the terms of their contract to complete the RI/FS under the direction of the parties' counsel.

5.2 The Authorized Representatives of the parties and their counsel shall communicate with one another regularly so that consistent and clear directions are given to the Consulting Firm.

5.3 KCSL and the County shall cooperate fully with the Consulting Firm in performing their work, including, without limitation, by providing access to any property at the Facility over which a party has control during reasonable hours and upon reasonable notice by the Project Manager or the Consulting Firm. The Authorized Representatives of the parties, and their attorneys, independent consultants or agents shall be entitled to accompany observers, samplers and information gathers from the Consulting Firm on the Facility, provided that no activity of the Agencies, the Consulting Firm, or either of the parties shall be impeded, delayed or rescheduled to provide for such observation.

6. Project Documents. The contract with the Consulting Firm shall provide that all Project Documentation shall be prepared in draft form under the direction of the Project Manager and counsel for the parties and that copies of draft Project Documentation, except monthly progress reports shall be given to counsel for the County and KCSL for review and approval at least fifteen (15) days prior to delivery to the Agencies, prior to finalization. Monthly progress reports shall be given to counsel for the County and KCSL for review and approval at least three (3) days prior to deliver to the Agencies. Project Documents that will be submitted to Ecology, the Tribe or other third parties shall be provided to counsel for review and approval before submission. Such Project Documentation shall be in form and substance consistent with the requirements of the Consent Decree and the direction of the parties and their counsel. Counsel for the Authorized Representatives of the parties shall promptly review all such Project Documentation and advise the other and the Project Manager if they do not approve of them. Within the time periods required under the Consent Decree, KCSL and the County shall jointly make the final determination as to which Project Documentation should be delivered to the Agencies or the Tribe, the form of such Project Documentation and when such Project Documentation is ready for delivery. If the parties are unable to agree upon the contents of a deliverable document, each party shall have the right to submit comments to the Agencies and the Tribe regarding the substance of such disagreement.

7. Cost Sharing.

7.1 KCSL and the County shall share the costs of performing the RI/FS one-half by KCSL and one-half by the County in accordance with this § 7. The Consulting Firm has submitted a proposed budget and a description of the work to

be performed to KCSL and the County for review and approval. The proposed budget has been approved by the County and KCSL. The parties shall be under no obligation to pay any costs incurred by the Consulting Firm or the Project Manager that have not previously been the subject of a written proposal and proposed budget approved by both KCSL and the County. In addition, the Project Manager shall provide reports at least on a monthly basis to the Parties detailing the work performed, a comparison of the work to the Project Schedule, a statement of costs incurred and a comparison of those costs to the budget.

7.1.1 The shared costs of the RI/FS shall include, but are not necessarily limited to, the consultant fees and costs, construction costs and laboratory analytical costs.

7.1.2 The costs of oversight by the Department of Ecology in connection with the Consent Decree and work thereunder shall be considered a shared cost of performing the RI/FS.

7.1.3 Costs to repair the Facility for damage done as a result of the investigation or other activities by the parties' consultants carrying out responsibilities included within the scope of this Agreement shall be shared one-half by KCSL and one-half by the County, without prejudice to the parties' right to recover such costs from others.

7.1.4 The County may need the assistance of the Consulting Firm in preparation of an application for grant funding from the state Department of Ecology, in preparation of reimbursement requests should grant funding be obtained, and as a witness in the County's pending insurance coverage litigation. The fees for these activities shall be paid solely by the County and are not considered shared costs of the RI/FS.

7.2 Notwithstanding any provision of this Agreement, the cost-sharing provision of this Agreement shall not apply to any remedial action or removal action at the Facility.

7.3 Each party shall be responsible for the payment of the fees and costs incurred by their respective counsel and independent consultants.

7.4 The sharing of costs under this Agreement shall be without prejudice to any claims either party has or may have against one another or third parties for shared costs or otherwise.

8. Invoices; Payments.

8.1 Invoices for all amounts payable relating to the RI/FS shall be presented to KCSL and the County for their approval. If the invoice represents a cost that the parties share hereunder and either KCSL or the County does not approve of the invoice, they shall pay the undisputed portion of the invoice and meet with the Consulting Firm to discuss any disputed amounts in good faith and attempt to agree mutually on the acceptable costs. The parties' right to dispute amounts contained in the Consulting Firm's invoices shall be limited to those amounts which the parties can show in good faith are fees or costs (i) not reasonably necessary to perform the tasks required by the Consent Decree, (ii) for work performed negligently or improperly, (iii) for work not performed efficiently and competently considering the conditions of the Facility and the time schedule established for performance, or (iv) for work that was not the subject of a written proposal and budget approved by the County and KCSL. If the Parties cannot agree, after good faith negotiations, on any disputed portion of a Consulting Firm invoice, then the matter shall be resolved in accordance with § 8.4 below.

8.2 Each party shall pay its share of all approved invoices directly to the provider of the service when due. If any party fails to pay its share when due, the other party may, but shall not be required to, make such payment and any amount so advanced by any other party shall be due immediately from the nonpaying party, along with interest at the rate of eighteen percent (18%) per annum from the date of the advance until paid, upon written demand for payment.

8.3 On at least a quarterly basis the Consulting Firm shall provide a written accounting to KCSL and the County of the total amount the parties have spent for the RI/FS along with a good faith estimate of the remaining costs that will be due.

8.4 In the event of a dispute concerning fees and/or costs charged by the Consulting Firm, which the parties fail to resolve through good faith discussions and which are disputed pursuant to the limitations set forth in § 8.1, either party may demand that the dispute be resolved under this § 8.4. Upon such demand by written notice, the dispute shall be submitted to Don Cordell, R.G., who currently is employed by EMCON Northwest, for resolution. The parties shall promptly provide Mr. Cordell with all information they deem relevant to the resolution of the disputed amount(s), and Mr. Cordell shall be requested to resolve such dispute within fifteen (15) days after submission, or as nearly

thereafter as reasonably practicable. Mr. Cordell's decision regarding the disputed amount(s) shall be final and binding on the parties. Mr. Cordell's fee for the dispute resolution shall be borne equally by the parties. During the period the dispute is being resolved, the parties and the Consulting Firm shall continue performance of their respective obligations under the Consent Decree.

9. No Admission.

9.1 By entering into and performing their obligations under this Agreement, neither KCSL nor the County admits liability, fault or responsibility for any claims with respect to the Facility whether contained by way of finding, conclusion or otherwise in any order, decree or agreement with the Agencies or otherwise in any manner.

9.2 The allocation and sharing of costs hereunder only reflects a voluntarily agreed on percentage share contribution to provide funding for the work hereunder and does not in any way reflect any allocation of responsibility or liability for past or present conditions or work at the Facility. Such allocation of costs does not constitute in any way an admission by any party as to the appropriate allocation of financial responsibility for the Facility among the parties or any third parties. Such allocation of costs shall not be admissible evidence in any proceeding other than a proceeding to enforce this Agreement.

10. No Action or Defense Created. Nothing in this Agreement shall be deemed to create any cause of action or provide any defense, other than by the parties to this Agreement in an action to enforce this Agreement.

11. Confidentiality and Privilege.

11.1 The matters undertaken by the parties with respect to this Agreement are intended to constitute a joint and common defense of the Ecology claim. All information developed, generated, or otherwise produced in connection with this Agreement is work-product and/or joint-defense privileged material. Each party shall notify the other party if any efforts are made by anyone to obtain information that is confidential under this Agreement.

11.2 All Project Documents and this Agreement (collectively the "Confidential Information") shall be held in strictest confidence, shall not be disclosed without the prior consent of the other party, and shall be used only in connection with the assertion of any defenses to the Ecology claim and for conducting such other activities that are

necessary and proper to carry out the purposes of this Agreement and the Consent Decree. Confidential Information shall not include information that is generally known to the public or that is required to be disclosed pursuant to the Consent Decree or court order, or pursuant to an enforceable request for public information pursuant to the provisions of Ch. 42.17 RCW. In the event an enforceable request for public information under Ch. 42.17 RCW is made, the County's good faith response thereto shall not constitute a breach of these provisions.

12. Reservation of Rights.

12.1 Nothing contained in this Agreement shall waive, release or otherwise affect in any way any right, claim, defense, interest, or cause of action, in the nature of indemnification, contribution or otherwise, that any party may have with respect to any other person, including without limitation, the Agencies, the Tribe, the State of Washington, the parties' insurers, or other party.

12.2 Until expiration of the term of this Agreement, neither KCSL nor the County shall pursue against the other any claims or causes of action under statute or common law related to the funding of the RI/FS at the Hansville Landfill unless required by an action not initiated by that party. Each party agrees that as to funding the RI/FS, (i) it will not assert a defense of statute of limitations or laches in litigation relating to the Facility, which is brought by the other party, regarding that period of time during the term of this Agreement and (ii) as between the parties, the statute of limitations shall be tolled in any such litigation for the period of time during the term of this Agreement.

12.3 Each party reserves the right to represent its own interests on any matter relating to the Facility that such party believes warrants such action. No actions undertaken jointly pursuant to this Agreement shall preclude any party from seeking, negotiating or agreeing to any separate agreement or separate settlement with the Agencies or any other person or entity, or from retaining separate experts or counsel on its own behalf. In representing its own interests and pursuing any independent action with respect to the Facility, each party shall be bound by the terms of this Agreement, including, without limitation, the confidentiality provisions of § 11.

13. Agreements with Donald G. Lindgren. The County acknowledges that it has been informed that KCSL has entered into certain agreements with Donald G. Lindgren ("Lindgren"), a former shareholder in KCSL, concerning sharing of certain costs of the

RI/FS between KCSL and Lindgren, the Purchase Agreement as amended and the Agreement Regarding Remedial Actions at the Hansville Landfill. The County understands and agrees that through such agreements Lindgren may be paying a portion of the payments due from KCSL hereunder and that the consent of Lindgren to certain actions and approvals by KCSL hereunder may be required. However, any failure to obtain the consent of or payment from Lindgren shall in no way alter any obligation of KCSL under this Agreement. Lindgren shall have no rights under this Agreement and this Agreement shall create no rights in KCSL or the County against Lindgren. The County consents to the sharing of Project Documentation with Lindgren and his representatives and agrees that such sharing shall not be a violation of the confidentiality provisions of ¶ 11 and shall not operate to defeat any applicable privilege or the protection of the work-product doctrine.

14. Mediation. Within one hundred eighty (180) days after the execution of this Agreement, KCSL and the County shall commence a mediation with JAMS or similar alternative dispute resolution provider to attempt to resolve the issues concerning environmental liability of the parties relating to the Facility, including the allocation of costs under this Agreement. The parties agree that local rule 39.1 of the Federal District Court for the Western District of Washington shall apply to such mediation.

15. Notices. All notices, invoices, reports, and other communications to or by any party shall be sent to the attention of the Authorized Representatives of the party at the address set forth in ¶ 2.4 above with copies to the parties' counsel as follows:

For KCSL: Leslie C. Nellerhoe, Esq.
HELLER EHRMAN WHITE & McAULIFFE
701 Fifth Ave., #6100
Seattle WA 98104-7098

For Kitsap County: Steven W. Hale, Esq.
PERKINS COIE
1201 Third Ave., 40th Floor
Seattle WA 98101-3099

Each party shall have the right to change its address upon ten (10) days written notice to the other party. Notice shall be deemed given when received.

16. Nonwaiver. A failure to act on any default by any party shall not be deemed a waiver of the right to protest any future defaults hereunder.

17. Public Statements. Press releases and other public statements made on behalf of the parties shall be approved in advance by the parties. Parties issuing their own press releases or other public statements concerning the Facility shall use their best efforts to (i) inform the other party in advance of issuing such releases or making such public statement and (ii) obtain the prior approval of the other party concerning such releases or public statements.

18. Relationship of Parties. Nothing herein shall be deemed to create a partnership or joint venture and/or a principal and agent relationship between the parties. No party or Authorized Representative of a party shall have authority to act as agent for any other party or to undertake any contracts enforceable against any other party.

19. Insurance. The parties do not intend by entering into this Agreement to prejudice either party's rights with respect to its insurers.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that the rights, obligations and duties of the parties as specified in this Agreement may not be transferred or assigned without the prior written approval of the parties hereto which approval shall not be unreasonably withheld. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any party, the Agencies or any other individual or entity other than the parties hereto.

21. Entire Agreement. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof. This Agreement may not amended except in writing executed by all of the parties hereto.

22. Authority of Participants. Each party represents and warrants that it has all requisite power (corporate or otherwise) to enter into and be bound by the terms and conditions of this Agreement and to carry out its respective obligations hereunder and the execution and delivery by such party of this Agreement and the performance of such party's obligations hereunder have been duly authorized by all necessary action (corporate or otherwise) of such party.

23. Attorneys' Fees. If any party commences an action to interpret or enforce any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to a reasonable sum for its attorneys' fees and costs arising from such action, including any appeal thereof.

24. Further Documents. The parties hereto shall execute and deliver any further documents or instruments reasonably necessary to carry out the terms and provisions of this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

26. Counterpart. This Agreement shall be executed in duplicate originals and the two originals shall constitute the Agreement.

EXECUTED as of the day and year first above written.

KITSAP COUNTY SANITARY LANDFILL, INC.

By: Robert J. Berres, Jr.

Its Vice President

Address P.O. Box 438

Bremerton, WA 98337

KITSAP COUNTY

By

Wm. Frankland

Commissioner

By

Wm. Frankland

Commissioner

By

Phil Best

Commissioner

Address _____

