

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

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Washington State  
Department of Ecology

In the Matter of Remedial Action by:

Chuck Dryke & Rosemary Knotek

AGREED ORDER

No. DE 6551

TO: Chuck Dryke & Rosemary Knotek  
292 Dryke Road  
Sequim, WA 98382

TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	JURISDICTION.....	2
III.	PARTIES BOUND.....	2
IV.	DEFINITIONS.....	2
V.	FINDINGS OF FACT.....	3
VI.	ECOLOGY DETERMINATIONS.....	4
VII.	WORK TO BE PERFORMED.....	5
VIII.	TERMS AND CONDITIONS OF ORDER.....	8
	A. Public Notice.....	8
	B. Remedial Action Costs.....	9
	C. Implementation of Remedial Action.....	9
	D. Designated Project Coordinators.....	10
	E. Performance.....	10
	F. Access.....	11
	G. Sampling, Data Submittal, and Availability.....	12
	H. Public Participation.....	12
	I. Retention of Records.....	14
	J. Resolution of Disputes.....	14
	K. Extension of Schedule.....	15
	L. Amendment of Order.....	16
	M. Endangerment.....	17
	N. Reservation of Rights.....	18
	O. Transfer of Interest in Property.....	18
	P. Compliance with Applicable Laws.....	19
	Q. Indemnification.....	20
IX.	SATISFACTION OF ORDER.....	20
X.	ENFORCEMENT.....	21

EXHIBIT A.

Site Diagram

EXHIBIT B.

Clallam County Assessor ownership record

## I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and **Chuck Dryke & Rosemary Knotek** under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires **Chuck Dryke & Rosemary Knotek** to **undertake a remedial investigation and feasibility study**. Ecology believes the actions required by this Order are in the public interest.

## II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

## III. 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. **Chuck Dryke & Rosemary Knotek** agree to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter **Chuck Dryke & Rosemary Knotek's** responsibility under this Order. **Chuck Dryke & Rosemary Knotek** 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.

## IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as **Sunnydell Dryke Shooting Range** and is generally located at **292 Dryke Road**. The Site is defined by the extent of contamination caused by the release of hazardous substances at the Site. Based upon factors currently known to

Ecology, the Site is more particularly described in the Site Diagram (Exhibit A). The Site constitutes a Facility under RCW 70.105D.020(5).

B. Parties: Refers to the State of Washington, Department of Ecology and **Chuck Dryke and Rosemary Knotek**.

C. Potentially Liable Person (PLP): Refers to **Chuck Dryke and Rosemary Knotek**.

D. 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. The terms "Agreed Order" or "Order" shall include all exhibits to this Order.

E. Model Toxics Control Act (MTCA): Chapter 70.105D RCW

F. Water Quality Standards: Chapter 173-201A WAC

## V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by **Chuck Dryke & Rosemary Knotek**:

- A. Chuck Dryke & Rosemary Knotek are owners of the Sunnydell Dryke Shooting Range (Exhibit B).
- B. On June 22, 2004, Ecology received a complaint from an adjacent property owner (ERTS #541614) concerning lower pond water being discharged onto their property and their trees appear to be dying.
- C. An initial investigation was performed September 8, 2004 by the Clallam County Department of Health and Human Services. In the upper pond, a composite sediment sample indicated a concentration of lead (77,800 milligrams per kilogram (mg/kg)) that exceeded MTCA cleanup levels. In the upper pond, a discrete surface water sample had a concentration of 30 micrograms per liter (ug/L) of lead, exceeding chronic water quality criteria. Sediment samples at the lower pond were below MTCA cleanup levels for lead. The lower pond water had a lead concentration of 10 ug/L, which exceeded chronic water quality criteria.
- D. Ecology mailed an Early Notice Letter to site owners on November 3, 2004.
- E. This site was placed on the Confirmed and Suspected Contaminated Sites List on November 8, 2004.
- F. A Site Hazard Assessment was performed by the Clallam County Department of Health on June 22, 2005. The site was subsequently ranked #1. The Washington Ranking Method is a system used to rank contaminated sites according to their relative risk to

human health and the environment (#1 represents the highest level of risk and #5 the lowest).

- G. The site was placed on the Hazardous Sites List on February 3, 2006.
- H. On January 22, 2009, the Clallam County Department of Health and Human Services performed an initial investigation on adjoining parcel #130050 located north of the Sunnydell Dryke Shooting Range. Laboratory results from this limited initial investigation found that concentrations of lead in surface water samples ranged from 14.6 ug/L to 101 ug/L, exceeding acute and chronic surface water quality criteria. Sediment samples were below MTCA cleanup levels.

## VI. ECOLOGY DETERMINATIONS

A. Chuck Dryke and Rosemary Knotek are an "owner or operator" as defined in RCW 70.105D.020(17) of a "facility" as defined in RCW 70.105D.020(5).

B. Based upon all factors known to Ecology, a "release" or "threatened release" of "hazardous substance(s)" as defined in RCW 70.105D.020(25) and RCW 70.105D.020(10), respectively, has occurred at the Site.

C. Based upon credible evidence, Ecology issued a PLP status letter to **Chuck Dryke & Rosemary Knotek** dated **October 23, 2008**, pursuant to RCW 70.105D.040, -.020(21) 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 **Chuck Dryke & Rosemary Knotek** is a PLP under RCW 70.105D.040 and notified **Chuck Dryke & Rosemary Knotek** of this determination by letter dated **November 24, 2008**.

D. Pursuant to RCW 70.105D.030(1) and -.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.

E. 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. This order requires the implementation of an interim action if Ecology determines the criteria of WAC 173-340-430 are satisfied.

## VI. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that **Chuck Dryke & Rosemary Knotek** take the following remedial actions at the Site and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein:

1. Within sixty (180) days of the effective date of this order, Chuck Dryke & Rosemary Knotek shall submit to Ecology for review and approval a draft remedial investigation /feasibility study (RI/FS) work plan as outlined in WAC 173-340-350, which includes, but is not limited to, a terrestrial ecological evaluation, determining the nature and extent of soil contamination, evaluating potential groundwater contamination, and providing steps to initiate any potential interim action as provided in WAC 173-340-350. This work plan shall also include a:

- Draft sampling and analysis plan, which includes quality assurance/quality control activities prepared per the requirements of WAC 173-340-820. Proposed analytical procedures shall be in accordance with WAC 173-340-830. The draft sampling and analysis plan shall be submitted for Ecology review and approval.
- Health and safety plan. All work performed at the site shall be in accordance with the provisions specified in WAC 173-340-810(1). A health and safety plan shall be prepared per WAC 173-340-810(2). Although the health and safety plan must be submitted to Ecology, Ecology does not have authority to approve the plan.

Ecology's comments on the draft work plan shall be incorporated into the final work plan, which shall be submitted to Ecology within thirty (30) days of receipt of such

comments. The implementation of the final RI/FS work plan shall be in accordance with the schedule approved in the Final RI/FS Work Plan or as modified, in writing, by Ecology.

2. The work plan shall provide a process to determine the nature and extent of contamination and potential contamination of Site soils, surface water and groundwater both on-property and off-property. The work plan shall include steps to assess seasonal variation in the groundwater, contamination levels, and groundwater flow direction. This shall include quarterly measurements of water levels and groundwater flow direction. This shall include quarterly measurements of water levels in affected aquifers for a minimum of one (1) year. Ecology may review the frequency of water level measurements at its discretion or at the request of Chuck Dryke & Rosemary Knotek. If groundwater contamination is detected, the work plan shall focus and schedule the site investigation work such that interim measures can be designed and implemented to stop the migration of contaminated groundwater offsite as soon as possible. The work plan shall provide for other interim actions, which can correct problems, which may become substantially worse or cost substantially more if action is delayed. An example of such an interim action would be removal of contaminated soils before they contaminate larger areas, as provided in WAC 173-340-430. The work plan shall include a schedule for all activities and for submittal of a final remedial investigation report.

3. The RI/FS work plan shall describe analytical methods, parameters, and detection limits, in addition to all quality assurance/quality control details needed as described in the most recent publication Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846).

4. The RI/FS work plan shall provide for implementation of a feasibility study (FS) per the requirements of Chapter 173-340 WAC. Ecology recognizes that more than one phase of investigation may be necessary to determine the extent of contamination. Work plans for additional phases of investigation will be prepared and presented to Ecology in draft form. Final work plans will be submitted, addressing Ecology comments on the draft plan, for review and approval.
5. Within sixty (60) days of receiving all analytical data, submit to Ecology for review a draft RI/FS report. Ecology's comments on the draft report shall be incorporated into a Final RI/FS report and submitted to Ecology within thirty (30) days of receiving the comments.
6. Within sixty (60) days after completion and approval of the RI/FS, Ecology shall draft a Cleanup Action Plan (CAP) to satisfy the requirements of WAC 173-340-380. The draft CAP will be written in accordance with WAC 173-340-380 and will detail the proposed cleanup action for addressing the contamination present on the Site. The proposed cleanup action in the CAP will be negotiated with Ecology before the draft is written. The draft CAP will address the requirements for developing a cleanup action in WAC 173-340-350 through 173-340-390, with specific attention to Ecology's expectations for cleanup alternatives in WAC 173-340-370. The draft CAP will include a general description of the proposed cleanup action, cleanup standards from the RI/FS and a rationale regarding their selection, a proposed schedule for implementation, a description of any institutional controls proposed, and a summary of federal, state, and local laws that are applicable to the proposed cleanup action.
7. Preparation of a Final CAP is not part of this Order. Ecology will prepare a Final CAP in a subsequent Agreed Order or Consent Decree.

### SCHEDULE OF DELIVERABLES

#### Deliverable

#### Schedule

- |   |   |
|---|---|
| • Draft RI/FS Work Plan, including Sampling and Analysis Plan | • 180 days following the effective date of the Agreed Order                       |
| • Final RI/FS Work Plan                                       | • 30 days after receiving Ecology's written comments on the Draft RI/FS Work Plan |
| • Complete RI/FS Field Work                                   | • As scheduled in Final RI/FS Work Plan   |
| • Draft RI/FS Report  | • 60 days after completion of field work and receipt of final analytical results  |
| • Final RI/FS Report  | • 30 days after receiving Ecology's written comments on the Draft RI/FS Report    |

8. If, at any time after the first exchange of comments on drafts, Ecology determines that insufficient progress is being made in the preparation of any of the deliverables required by this Section (VII), Ecology may complete and issue the final deliverable. Ecology will endeavor to provide written comment on draft reports within 60 days of receipt.

### VII. TERMS AND CONDITIONS OF ORDER

#### A. Public Notice

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or



considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

**B. Remedial Action Costs**

**Chuck Dryke & Rosemary Knotek** 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 Chapter 70.105D RCW, 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 \$4,035.79 in remedial action costs related to this facility as of **April 30, 2009**. Payment for this amount shall be submitted within thirty (30) days of the effective date of this Order. For all costs incurred subsequent to **April 30, 2009**, **Chuck Dryke & Rosemary Knotek** 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.

Pursuant to RCW 70.105D.055, Ecology has authority to recover unreimbursed remedial action costs by filing a lien against real property subject to the remedial actions.

**C. Implementation of Remedial Action**

If Ecology determines that **Chuck Dryke & Rosemary Knotek** has failed without good cause to implement the remedial action, in whole or in part, Ecology may, after notice to **Chuck Dryke & Rosemary Knotek**, perform any or all portions of the remedial action that remain incomplete. If Ecology performs all or portions of the remedial action because of **Chuck Dryke**

**& Rosemary Knotek's** failure to comply with its obligations under this Order, **Chuck Dryke & Rosemary Knotek** shall reimburse Ecology for the costs of doing such work in accordance with Section VIII. (Remedial Action Costs), provided that **Chuck Dryke & Rosemary Knotek** is not obligated under this Section to reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this Order.

Except where necessary to abate an emergency situation, **Chuck Dryke & Rosemary Knotek** shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

**D. Designated Project Coordinators**

The project coordinator for Ecology is:

**Guy Barrett, L.Hg.**  
**Department of Ecology**  
**Southwest Regional Office**  
**PO Box 47775**  
**Olympia, WA 98504-7775**  
**360-407-7115**

The project coordinator for **Chuck Dryke & Rosemary Knotek** is:

**Chuck Dryke**  
**292 Dryke Rd.**  
**Sequim, WA 98382**  
**360-683-5631**

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 **Chuck Dryke & Rosemary Knotek**, 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 Decree.

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.

**E. Performance**

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist licensed in the State of Washington or under the direct

supervision of an engineer registered in the State of Washington, except as otherwise provided for by Chapters 18.220 and 18.43 RCW.

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

Any documents submitted containing geologic, hydrologic, or engineering work shall be under the seal of an appropriately licensed professional as required by Chapter 18.220 RCW or RCW 18.43.130.

**Chuck Dryke & Rosemary Knotek** shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

**F. Access**

Ecology or any Ecology authorized representative shall have the full authority to enter and freely move about all property at the Site that **Chuck Dryke & Rosemary Knotek** 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 **Chuck Dryke & Rosemary Knotek**'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 **Chuck Dryke & Rosemary Knotek**. **Chuck Dryke & Rosemary Knotek** shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by **Chuck Dryke & Rosemary Knotek** where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by **Chuck Dryke & Rosemary**

**Knotek** 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.

**G. Sampling, Data Submittal, and Availability**

With respect to the implementation of this Order, **Chuck Dryke & Rosemary Knotek** shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, **Chuck Dryke & Rosemary Knotek** shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by **Chuck Dryke & Rosemary Knotek** pursuant to implementation of this Order. **Chuck Dryke & Rosemary Knotek** shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow **Chuck Dryke & Rosemary Knotek** 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 VIII. (Access), Ecology shall notify **Chuck Dryke & Rosemary Knotek** 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 Chapter 173-50 WAC for the specific analyses to be conducted, unless otherwise approved by Ecology.

**H. Public Participation**

A Public Participation Plan is required for this Site. Ecology shall review any existing Public Participation Plan to determine its continued appropriateness and whether it requires amendment,

or if no plan exists, Ecology shall develop a Public Participation Plan alone or in conjunction with **Chuck Dryke & Rosemary Knotek**.

Ecology shall maintain the responsibility for public participation at the Site. However, **Chuck Dryke & Rosemary Knotek** shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing list, 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.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify **Chuck Dryke & Rosemary Knotek** prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by **Chuck Dryke & Rosemary Knotek** that do not receive prior Ecology approval, **Chuck Dryke & Rosemary Knotek** shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

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.

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. **SequimBranchLibrary**  
**630 N. Sequim Avenue**  
Sequim, WA 98382
- b. Ecology's Southwest Regional Office  
**300 Desmond Drive**  
**Lacey, WA 98504**

At a minimum, copies of all public notices, fact sheets, and press releases; all quality assured monitoring data; remedial action plans and reports, supplemental remedial planning documents, and all other similar documents relating to performance of the remedial action required by this Order shall be promptly placed in these repositories.

**I. Retention of Records**

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, **Chuck Dryke & Rosemary Knotek** 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. Upon request of Ecology, **Chuck Dryke & Rosemary Knotek** shall make all records available to Ecology and allow access for review within a reasonable time.

**J. Resolution of Disputes**

1. In the event a dispute arises as to an approval, disapproval, proposed change, or other decision or action by Ecology's project coordinator, or an itemized billing statement under Section VIII. (Remedial Action Costs), the Parties shall utilize the dispute resolution procedure set forth below.

a. Upon receipt of Ecology's project coordinator's written decision or the itemized billing statement, **Chuck Dryke & Rosemary Knotek** has fourteen (14) days within which to notify Ecology's project coordinator in writing of its objection to the decision or itemized statement.

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute. If the project coordinators cannot resolve the dispute within fourteen (14) days, Ecology's project coordinator shall issue a written decision.

c. **Chuck Dryke & Rosemary Knotek** may then request regional management review of the decision. This request shall be submitted in writing to the **Southwest** Region Toxics Cleanup Section Manager within seven (7) days of receipt of Ecology's project coordinator's written decision.

d. The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute within thirty (30) days of **Chuck Dryke & Rosemary Knotek's** request for review. The Section Manager's decision shall be Ecology's final decision on the disputed matter.

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.

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.

#### **K. Extension of Schedule**

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

All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension.

were granted.

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

- a. Circumstances beyond the reasonable control and despite the due diligence of **Chuck Dryke & Rosemary Knotek** 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 **Chuck Dryke & Rosemary Knotek**;

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

c. Endangerment as described in Section VIII. (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 **Chuck Dryke & Rosemary Knotek**.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give **Chuck Dryke & Rosemary Knotek** 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 VIII. (Amendment of Order) when a schedule extension is granted.

4. 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:

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

b. Other circumstances deemed exceptional or extraordinary by Ecology; or

c. Endangerment as described in Section VIII. (Endangerment).

#### **L. 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 VIII. (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 **Chuck Dryke & Rosemary Knotek**. **Chuck Dryke & Rosemary Knotek** shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a



timely manner after the written request for amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII. (Resolution of Disputes).

**M. Endangerment**

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

In the event **Chuck Dryke & Rosemary Knotek** determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment, **Chuck Dryke & Rosemary Knotek** may cease such activities. **Chuck Dryke & Rosemary Knotek** 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 **Chuck Dryke & Rosemary Knotek** shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with **Chuck Dryke & Rosemary Knotek's** cessation of activities, it may direct **Chuck Dryke & Rosemary Knotek** to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to Section VIII. (Endangerment), **Chuck Dryke & Rosemary Knotek'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 VIII. (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.

**N. Reservation of Rights**

This Order is not a settlement under Chapter 70.105D RCW. 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 **Chuck Dryke & Rosemary Knotek** to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against **Chuck Dryke & Rosemary Knotek** regarding remedial actions required by this Order, provided **Chuck Dryke & Rosemary Knotek** complies with this Order.

Ecology nevertheless reserves its rights under Chapter 70.105D RCW, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and 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.

**O. 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 **Chuck Dryke & Rosemary Knotek** 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 **Chuck Dryke & Rosemary Knotek's** transfer of any interest in all or any portion of the Site, and during the effective period of this Order, **Chuck Dryke & Rosemary Knotek** 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, **Chuck Dryke & Rosemary Knotek** shall notify Ecology of said transfer. Upon transfer of any

interest, **Chuck Dryke & Rosemary Knotek** shall restrict uses and activities to those consistent with this Order and notify all transferees of the restrictions on the use of the property.

**P. Compliance with Applicable Laws**

1. All actions carried out by **Chuck Dryke & Rosemary Knotek** pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. At this time, no federal, state or local requirements have been identified as being applicable to the actions required by this Order.

2. Pursuant to RCW 70.105D.090(1), **Chuck Dryke & Rosemary Knotek** is exempt from the procedural requirements of Chapters 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals. However, **Chuck Dryke & Rosemary Knotek** shall comply with the substantive requirements of such permits or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this Section.

**Chuck Dryke & Rosemary Knotek** has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or **Chuck Dryke & Rosemary Knotek** determines that additional permits or approvals addressed in RCW 70.105D.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 **Chuck Dryke & Rosemary Knotek** shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, **Chuck Dryke & Rosemary Knotek** 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 **Chuck Dryke & Rosemary Knotek** and on how **Chuck Dryke & Rosemary Knotek** must meet those requirements. Ecology shall

inform **Chuck Dryke & Rosemary Knotek** in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. **Chuck Dryke & Rosemary Knotek** shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.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 **Chuck Dryke & Rosemary Knotek** shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

**Q. Indemnification**

**Chuck Dryke & Rosemary Knotek** 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 for death or injuries to persons or for loss or damage to property to the extent arising from or on account of acts or omissions of **Chuck Dryke & Rosemary Knotek**, its officers, employees, agents, or contractors in entering into and implementing this Order. However, **Chuck Dryke & Rosemary Knotek** 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.

**VIII. SATISFACTION OF ORDER**

The provisions of this Order shall be deemed satisfied upon **Chuck Dryke & Rosemary Knotek's** receipt of written notification from Ecology that **Chuck Dryke & Rosemary Knotek** has completed the remedial activity required by this Order, as amended by any modifications, and that **Chuck Dryke & Rosemary Knotek** has complied with all other provisions of this Agreed Order.

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JUN 23 2009

Washington State  
Department of Ecology

**IX. ENFORCEMENT**

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. 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.

C. In the event **Chuck Dryke & Rosemary Knotek** refuses, without sufficient cause, to comply with any term of this Order, **Chuck Dryke & Rosemary Knotek** will be liable for:

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

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

D. This Order is not appealable to the Washington Pollution Control Hearings Board.

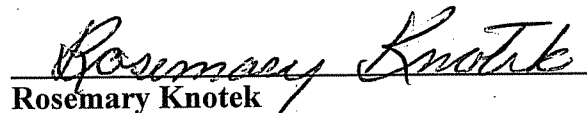
This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: August 10, 2009

**Chuck Dryke & Rosemary Knotek**

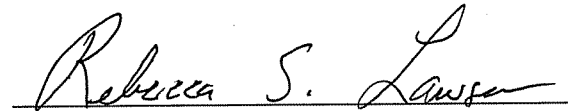


**Chuck Dryke**



**Rosemary Knotek**  
292 Dryke Road  
Sequim, WA 98382  
Telephone: 360-683-5631

**STATE OF WASHINGTON,  
DEPARTMENT OF ECOLOGY**



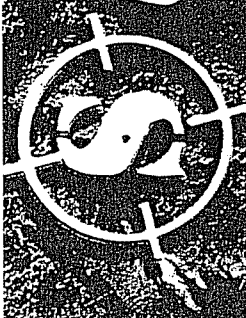
**Rebecca S. Lawson, P.E., L.HG.**

Section Manager  
Toxics Cleanup Program  
Southwest Regional Office  
Telephone: 360-407-6241

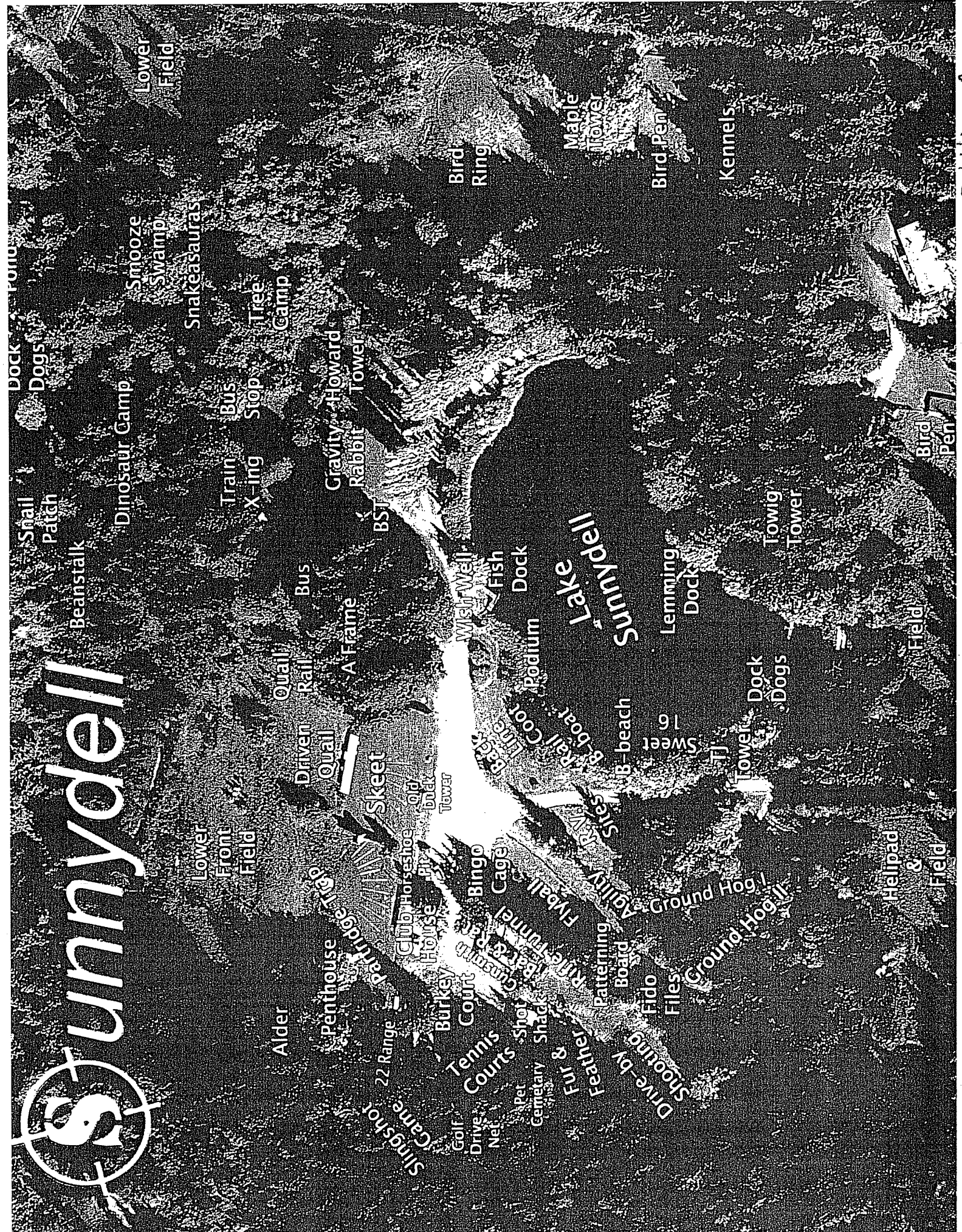
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JUN 23 2008

Department of Ecology  
Washington State



# Sunnydell



Lower Field

Smooze Swamp  
Snakeasaurus

Dinosaur Camp

Train Bus Stop  
X-ing Tree Camp

Gravity Rabbit  
Howard Tower

Bird Ring

Maple Tower

Bird Pen

Kennels

Dock Dogs

Snail Patch

Beanstalk

Bus Stop

Bus

A Frame

BST

Wish Well

Fish Dock

Lake Sunnydell

Lemming Dock

Towig Tower

Field

Helipad & Field

Lower Front Field

Quail

Driven Quail

Rail

Skeeter

Old duck tower

Back Line

Rail Cor

Boat

Stress

ib-beach

Sweet

TJ

Tower

Dock

Dogs

Alder

Penthouse

Partridge

Club Horseshoe

House

Burkey

Courts

Tennis Courts

Bar & Grill

Greenhouse

Rifle Tunnel

Flyball

Patterning Board

Fido

Files

Ground Hog

Ground Hog

22 Range

Singshot

Golf Drive

Net

Pet Cemetary

Shack

Fur & Feather

Drive-by

Shooting

Files

Ground Hog

Ground Hog

