

PHILLIPS 66 TECHNICAL ASSISTANCE VCP AGREEMENT

This Technical Assistance Voluntary Cleanup Program Agreement (Agreement), dated April 26, 2017, is entered into by and between the State of Washington, Department of Ecology (Ecology) and Phillips 66 Company. Ecology and Phillips 66 Company (Phillips 66) are hereinafter sometimes referred to collectively as the Parties.

The purpose of this agreement is to facilitate independent remedial action and cleanup at Phillips 66 Sites included in this Agreement. Ecology agrees to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the sites identified in the Phillips 66 Technical Assistance Agreement List (the Phillips 66 List), attached hereto as **Exhibit A**, under the VCP.

This Agreement facilitates and prioritizes independent remedial action at each property or site identified on the Phillips 66 List in order to obtain from Ecology, as soon as reasonably practicable, No Further Action (NFA) opinions at each of the sites.

Phillips 66 and Ecology recognize that there are unique requirements entailed in Ecology's agreement to provide advice and assistance (technical consultation) on multiple sites. As such, Phillips 66, and Ecology commit to the terms of this Agreement.

Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern, unless further defined herein.

Now, therefore; in special consideration for Ecology providing technical advice and assistance for multiple sites and dedicating staff to work on the sites identified in the Phillips 66 List, Phillips 66 agrees to pay costs incurred by Ecology in providing such advice and assistance only as detailed in this Agreement.

Section 1. Applicable Sites.

- a. This Agreement applies to: (1) sites listed on the Phillips 66 List, attached hereto (**Exhibit A**), and incorporated by reference into this Agreement; and (2) other sites that the Parties mutually agree to add to the Phillips 66 List in the future.
- b. For each site included on the Phillips 66 List that has not already been accepted into the VCP and assigned a VCP Number, Phillips 66 has provided Ecology with a completed VCP Application and Agreement (**Exhibit B - VCP Applications and Agreements**) according to the schedule identified on **Exhibit C (VCP Application Schedule and 90-Day Schedule)**. For additional sites added to the Phillips 66 List after the Effective Date of this Agreement, Phillips 66 will provide Ecology with a completed VCP Application at the time the Parties mutually agree to add the site to the Phillips 66 List.
- c. The Parties shall mutually agree on the prioritization of the sites listed on the Phillips 66 List and any amendment thereto. The site first listed on Exhibits A and D is considered the site with most priority, while the site last listed on Exhibits A and D is considered the site with the least priority.
- d. Any site that has not been identified as of the Effective Date of this Agreement, and/or has not been listed on the Phillips 66 List shall be considered a new site when added to the Phillips 66 List. The Parties will mutually agree upon the new site's priority.
- e. Sites listed on the Phillips 66 List at which there has been a new or a historic but not previously documented release of hazardous substance, may be given a new priority if mutually agreed upon by the Parties.
- f. At its discretion, Ecology may choose to remove one or more sites from the Phillips 66 List. Any required remedial work may be completed under an Order or Decree, and/or take any other action available under state law for the site(s).

- g. Phillips 66 may remove one or more sites from the Phillips 66 List with the understanding that Ecology may, at its discretion, require remedial work be completed under an Order or Decree, or take any other action available under state law for the site(s).

Section 2. Remedial Action Process.

The Parties agree that MTCA and its implementing regulations, including applicable Ecology guidance documents, will govern the remediation of all sites subject to this Agreement.

Section 3. Access to Property Not Owned by Phillips 66.

- a. Phillips 66 is responsible for obtaining access to all properties not owned by Phillips 66.
- b. Phillips 66 shall make reasonable efforts in a timely manner to obtain and/or maintain written access for itself and its contractors to sites or other property where remedial action is necessary.
- c. If, after reasonable efforts, Phillips 66 has not obtained access to property then Phillips 66 shall notify Ecology in writing regarding Phillip 66's access issue, and Ecology shall assist Phillips 66 in obtaining the needed access. It is acknowledged that the developed schedules are dependent upon the cooperation of the property owners to grant access, and schedules may be adjusted accordingly if access issues arise.

Section 4. Services Provided by Ecology.

a. Project Coordinators

- 1. Phillips 66 and Ecology agree that to implement this Agreement, Ecology will assign one (1) dedicated staff person referred to as a Site Manager, as needed to work on the sites listed on the Phillips 66 List. The cost of assigning the Site Manager will be considered reimbursable costs consistent with WAC 173-340-515(6) and 173-340-550(6), and billed under Section 5 (Reimbursement of Costs) of this Agreement.

2. Ecology will designate a Project Manager to assist in implementation of the Agreement and to resolve any technical issues associated with the Agreement. Similarly, Phillips 66 will designate one (1) Phillips 66 representative as a contact for work to be conducted under this Agreement.

3. To the maximum extent possible, communications between Ecology and Phillips 66 and all technical documents, including reports and other correspondence concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through Ecology's Site Manager. All contractual related communications and approvals, to the maximum extent possible, will be directed through Ecology's Northwest Region Toxics Cleanup Program Section Manager and the designated Phillips 66 management contact. Ecology's Northwest Region Toxics Cleanup Section Manager and Phillips 66 management contact may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed under this Agreement. Any party may change its respective identified staff. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

4. The designated management contact for each party is set forth below:

Mr. Robert W. Warren
NWRO Section Manager
Toxics Cleanup Program
Ecology Northwest Regional Office
3190 - 160th Ave. SE
Bellevue, WA 98008-5452
(425) 649-7054
bob.warren@ecy.wa.gov

The designated Phillips 66 management Contact is:

Mr. Ed Ralston
Program Manager
Phillips 66 Company – Remediation Management
76 Broadway
Sacramento, CA 95818
(916) 558-7633
ed.c.ralston@p66.com

The designated coordinator contact for each Party is set forth below:

The Project Manager for Ecology is:

Ms. Louise Bardy
NWRO VCP Unit Supervisor
Toxics Cleanup Program
Ecology Northwest Regional Office
3190 - 160th Ave. SE
Bellevue, WA 98008-5452
(425) 649-7209
Louise.bardy@ecy.wa.gov

The designated Phillips 66 primary contact is:

Mr. Ed Ralston
Program Manager
Phillips 66 Company – Remediation Management
76 Broadway
Sacramento, CA 95818
(916) 558-7633
ed.c.ralston@p66.com

The designated Phillips 66 Environmental Consultant contact is:

Mr. Kyle Sattler
Senior Project Manager, LG
ATC Group Services LLC
6347 Seaview Avenue Northwest
Seattle, WA 98107
(503) 407-9933
Kyle.Sattler@atcassociates.com

- b. Upon request, Ecology agrees to provide Phillips 66 with informal, site-specific technical consultations on the independent remedial actions proposed for, or performed at, the sites consistent with WAC 173-340-515(5). Ecology may use any appropriate resource to provide Phillips 66 with the requested technical assistance for site(s) on the Phillips 66 List. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General (AGO).
- c. Upon receipt of a request from the designated Phillips 66 contacts for technical advice, assistance or a written opinion, Ecology's Site Manager will respond promptly and provide written opinions within ninety (90) days. If Ecology is unable to respond within the time period outlined herein, Ecology's Project Manager will inform Phillips 66 in writing.
- d. In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding upon Ecology. Ecology, the state, and officers and employees of the state are immune from all liability to the extent provided by Washington Law. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under this Agreement.

Section 5. Reimbursement of Costs.

- a. Phillips 66 agrees to pay certain costs incurred by Ecology in providing the informal site-specific technical advice and assistance requested by Phillips 66 under this Agreement, consistent with WAC 173-340-515(6) and 173-340-550(6), including the cost of the Site Manager assigned to work on the Phillips 66 sites as identified in this Agreement. Phillips 66 acknowledges that the cost incurred by Ecology in providing such advice and assistance may include administrative and general activities related to Ecology's employment of the Site Manager (e.g.,

Ecology meetings, creation of site logs, preparation of written analysis that supports the opinion letters [referred to by Ecology as a Decision Document]). The costs incurred by Ecology may also include the costs incurred by assigning any other additional Staff by Ecology to provide the requested technical advice and assistance.

- b. Ecology's costs shall be determined based on the method in WAC 173-340-550(2) and may include administrative and general activities related to the employment of the Site Manager. Ecology shall mail the Primary Contact invoices by the next business day after the fifteenth (15th) day of each month (invoice date) that there is a balance on the account. Each invoice shall be site-specific and include a reasonably detailed description of the costs incurred, payments received, identity of staff involved and the amount of time staff spent on each site identified on the Phillips 66 List.
- c. Phillips 66 shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, Ecology will notify Phillips 66 that the debt is past due. If payment has not been received within thirty (30) calendar days of the invoice due date, then Ecology shall withhold any requested opinions and notify Phillips 66 that the debt is past due. If payment has not been received within sixty (60) calendar days of the due date, then Ecology shall stop all work under this Agreement and may as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW.
- d. Upon termination of the Agreement, Ecology shall reconcile billing and provide Phillips 66 Primary Contact with a final invoice. Phillips 66 shall pay the required amount by the due date, which shall be thirty (30) calendar days after the final invoice date. If the outstanding invoice amount is not paid within (60) days after the final invoice is due, Ecology may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW.

Section 6. Schedule of Work.

- a. Phillips 66 agrees to follow commitments set forth in the VCP Application Schedule and 90-Day Schedule, attached hereto as **Exhibit C**, and the remedial work and deadlines set forth in the Cleanup Timelines, to be attached hereto as **Exhibit D** within 90 days, as described below.
- b. Phillips 66 shall draft Cleanup Timelines for all sites on the Phillips 66 List within ninety (90) days of the effective date of this Agreement. The Cleanup Timelines shall be submitted to Ecology for review, comment, and approval. Phillips 66 shall address Ecology's comments on all drafts of the Cleanup Timelines and submit a final draft of the Cleanup Timelines to Ecology within thirty (30) days of receiving comments. Upon mutual acceptance of the Cleanup Timelines, the deliverable will become an integral part of this Agreement, as **Exhibit D** (Cleanup Timelines).
- c. Notwithstanding **Exhibit C** or **Exhibit D**, the Schedules and Cleanup Timelines are dynamic and subject to change for good cause. The Schedules and Cleanup Timelines may be revised based on Ecology's review time, access, remedial performance, etc. Revised Schedules and Cleanup Timelines will be mutually agreed upon by both parties (see Section 7[f] below). Ecology may require remedial work be completed under an Order or Decree, or take any other action available under state law for the site(s).
- d. If Phillips 66 or Ecology fails to make a good faith effort to meet the requirements of **Exhibit C** and/or **Exhibit D**, Ecology or Phillips 66 may terminate this Agreement in accordance with Section 10 (Project Term and Agreement Termination).

Section 7. Meetings & Summary Reports.

- a. Phillips 66 and Ecology agree to meet quarterly at the Ecology Northwest Regional Office in Bellevue, Washington, to discuss the current status of each

site, progress made at the sites and to set goals for the sites. The term “deadlines” as referenced within this agreement refers to the date that Phillips 66 agrees to request No Further Action (NFA) for each Phillips 66 site. The term “milestones”, as referenced within this agreement, refers to those project phases identified in **Exhibit D** (Cleanup Timelines) and includes, but is not limited to, the following phases: remedial investigation; pilot test/ feasibility study; cleanup action plan; cleanup construction/ active remediation; confirmational monitoring.

- b. An agenda for the quarterly meeting will be sent by Ecology to Phillips 66 (copy Phillips 66’s environmental consultant) two (2) weeks prior to the meeting date. No later than five (5) days before the quarterly meeting, Phillips 66 will provide Ecology with any changes to the meeting agenda.
- c. The agenda shall include, but not be limited to the following items:
 - 1. Discussion of Progress Report as defined in Section 7(d) below;
 - 2. Proposed extension to deadlines described in **Exhibit D**; and
 - 3. Discussion of Ecology’s information and data supporting the Decision Documents and Opinion Letters.
- d. No later than five (5) days prior to the quarterly meeting, Phillips 66 shall submit to Ecology a Progress Report that describes Phillip 66’s progress towards meeting milestones listed in **Exhibit D**. An example Progress Report Template is provided in Exhibit E. Unless otherwise specified, the Progress Report and any other documents submitted pursuant to this Agreement shall be sent by electronic mail or other delivery services, to Ecology’s Project Manager with a copy to Ecology’s Site Manager.
- e. The Parties will mutually agree to any extension to milestones/deadlines described in **Exhibit D**. If the Parties are unable to agree to the extensions to milestones/deadlines for one or more site(s), the Parties agree that the Dispute Resolution provisions of Section 10 will apply.

- f. The burden shall be on Phillips 66 to demonstrate to the satisfaction of Ecology that good cause exists for requests for extension to milestones/deadlines described in **Exhibit D** (Cleanup Timelines). Good cause may include, but may not be limited to:
 - 1. Additional site data that significantly changes conditions and requires modification of the technical approach for the property or site;
 - 2. Circumstances beyond the reasonable control and despite the due diligence of Phillips 66, including delays or new releases caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Phillips 66; or
 - 3. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.
- g. Neither increased costs of performance of the terms of this Agreement nor changed economic circumstances shall be considered “circumstances beyond the reasonable control of Phillips 66 as that phrase is used in Section 7.f.2 of this Agreement.
- h. At the request of either Party, Ecology and Phillips 66 shall meet as necessary to discuss issues that arise during the course of this Agreement regarding remedial action at any site.

Section 8. Notice.

- a. Unless otherwise agreed or provided herein, all notices and other communications required or permitted under this Agreement shall be in writing and will be deemed to have been properly given:
 - 1. if delivered by hand, effective upon receipt;
 - 2. electronic mail (email) with electronic return receipt;

3. if sent by a nationally recognized overnight delivery service, effective upon receipt, in each case to Ecology's Regional Section Manager and Ecology's Project Manager or the Designated Phillips 66 Primary Contact (copy Phillips 66's environmental consultant) at the appropriate addresses noted in Section 4.a.4 (Services Provided by Ecology). For technical communications the designated staff for each Party will mutually agree on the method of communication (such as electronic mail and/or telephone).
- b. Notice provided in accordance with this section does not take the place of any other reporting requirements under Chapter 173-360 WAC, Chapter 173-340 WAC, or under any other permit, regulation, rule or law.

Section 9. Press Release.

Phillips 66 shall notify and receive content approval from Ecology's Site Manager prior to the preparation of all press releases and fact sheets. Phillips 66 shall also notify Ecology's Site Manager before major meetings with the interested public related to the work under this Agreement. Likewise, Ecology shall notify and receive content approval from Phillips 66 prior to the issuance of all press releases and fact sheets. Ecology shall also notify Phillips 66 before major meetings with the interested public related to the work under this Agreement. For all press releases, fact sheets, meetings, and other outreach efforts by Phillips 66 that do not receive prior Ecology approval, Phillips 66 shall clearly indicate to its audience that the press release, fact sheet, meeting, or outreach effort was not sponsored or endorsed by Ecology. For all press releases, fact sheets, meetings, and other outreach efforts by Ecology that do not receive prior Phillips 66 approval, Ecology shall clearly indicate to its audience that the press release, fact sheet, meeting, or outreach effort was not sponsored or endorsed by Phillips 66.

Section 10. Project Term and Agreement Termination.

- a. Phillips 66 and Ecology recognize that there are unique requirements entailed in Ecology's agreement to provide advice and assistances (technical consultation) on multiple sites. As such, Phillips 66 and Ecology commit to the terms of this

Agreement for the Project Term, from execution of this Agreement until terminated by either Party.

- b. The Parties may terminate this Agreement at any time for any reason by providing thirty (30) days written notice to the other Party.
- c. Section 5 (Reimbursement of Cost) and Section 10 (Project Term and Agreement Termination) will survive termination of this Agreement.
- d. Upon either Parties termination of the Agreement under Section 10, unless otherwise notified by Ecology in writing, Phillips 66 agrees to pay the costs Ecology will incur, in having the Site Manager prepare a final report regarding the status of each site on the Phillips 66 List. The final report for each site may include, but is not limited to, analysis of the data submitted to date, drafting site summaries, and selecting the next necessary steps under MTCA.
- e. This Agreement shall be terminated automatically if any law or regulation shall become operative which renders illegal or prohibits any obligations entered into hereunder. This includes, but is not limited to, any action by the Washington State Legislature which discontinues funding, repeals or in any way ceases its support for this Agreement under applicable law.

Section 11. Reservation of Rights.

- a. Ecology and Phillips 66 have entered into this Agreement to facilitate the cleanup of Phillip 66's sites without the use of litigation, enforcement actions, or other adversarial proceedings. Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by this Agreement. This Agreement does not constitute a settlement of liability to the state under MTCA. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4).

- b. Ecology reserves its rights under Chapter 70.105D RCW and all other applicable laws, including the right to require additional or different remedial actions at any or all sites should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Nothing in this Agreement will prevent Ecology from seeking to recover its costs for such actions under applicable laws. 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 a site. Ecology reserves the right to proceed with enforcement action against Phillips 66 under all applicable statutes and regulations. Ecology reserves the right to proceed under any lawful authority to ensure compliance at all sites with all applicable laws and orders and decrees. Phillips 66, by execution here does not waive, expressly and all rights and defenses associated with this matter.

Section 12. Entire Agreement.

This Agreement, including any exhibits or attachments, constitutes the entire agreement of Phillips 66 and Ecology and shall supersede and replace all prior and contemporaneous agreements and understanding, written or oral, regarding the discussions concerning the Agreement.

Section 13. Modification; Waiver.

No modification of any of the provisions of this Agreement shall be binding unless made in writing and signed by Phillips 66 and Ecology. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver unless expressly so stated in writing. No waiver shall be implied from a conduct or a failure to enforce rights or a delay in enforcing rights. No waiver shall be binding unless executed in writing by the Party making the waiver.

Section 14. Amendment to the Agreement.

Ecology's Site Manager may agree to minor changes to the Cleanup Timeline (Exhibit D) without formally amending this Agreement. Minor changes will be documented in writing by Ecology. Substantial changes to the Cleanup Timeline shall require formal amendment of this Agreement. This Agreement may only be formally amended by a written stipulation between Phillips 66 and Ecology. An agreement to amend the Agreement shall not be unreasonably withheld by any party.

Section 15. Severability.

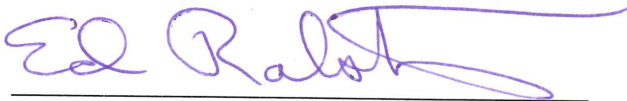
The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

Section 16. Representations.

The undersigned representative of Phillips 66 hereby certifies that he or she is fully authorized to enter into this agreement and to execute and legally bind Phillips 66 to comply with the Agreement.

Date of Agreement April 26, 2017

Phillips 66 Company



Ed Ralston
Program Manager
Phillips 66 Company
Remediation Management
76 Broadway
Sacramento, CA 95818
(916) 558-7633
ed.c.ralston@p66.com

**STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY**



Robert W. Warren
Northwest Regional Office Section Manager
Toxics Cleanup Program
Ecology Northwest Regional Office
3190 - 160th Ave. SE
Bellevue, WA 98008-5452
(425) 649-7054
Bob.warren@ecy.wa.gov

EXHIBIT A - Phillips 66 Sites - Department of Ecology Technical Assistance Agreement (TAAG)								
P66 Site Number	Ecology F/S ID Number	Ecology VCP Number	Name	Site Address	City	County	State	Status
2061	14644972	NW2650	Circle K Store 2701452	2415 GRIFFIN AVE	ENUMCLAW	KING	WA	Active
1679	8866669	NW2968	BP Service Station 03145	18010 E VALLEY HWY	KENT	KING	WA	Active
1668	85348955	NW2969	Tosco 0313030102	12412 116TH AVE	KIRKLAND	KING	WA	Active
1680	94735647	Pending ¹	BP Service Station 03146	8408 AURORA AVE N	SEATTLE	KING	WA	Active
2068	45478124	NW3056	Circle K 1546	10255 SE 240TH ST	KENT	KING	WA	Active
1688	61442182	Pending ¹	Skyway Gasoline	11655 RENTON AVE S	SEATTLE	KING	WA	Active
2063	35395376	NW2718	Burien 76	12660 1ST AVE S	SEATTLE	KING	WA	Active

1. See Exhibit C - "VCP Application Schedule and 90-Day Schedule" for timeline on VCP Application and Agreement submittal

EXHIBIT B - Phillips 66 Sites - Department of Ecology Technical Assistance Agreement (TAAG)								
VCP Applications and Agreements								
The following two Phillips 66 Sites have had VCP applications and agreements submitted to Ecology and are awaiting VCP Numbers								
P66 Site Number	Ecology F/S ID Number	Ecology VCP Number	Name	Site Address	City	County	State	Status
1680	94735647	Pending ¹	BP Service Station 03146	8408 AURORA AVE N	SEATTLE	KING	WA	Active
1688	61442182	Pending ¹	Skyway Gasoline	11655 RENTON AVE S	RENTON	KING	WA	Active

1. Application and Agreement was submitted to Ecology on March 21, 2017. VCP Number pending.

EXHIBIT C - Phillips 66 Sites - Department of Ecology Technical Assistance Agreement (TAAG)
VCP Application Schedule and 90-Day Schedule

The following sites have already had VCP applications and agreements submitted to Ecology, and have been assigned VCP Numbers:						
P66 Site Number	Ecology F/S ID Number	Ecology VCP Number	Name	Site Address	City	State
2061	14644972	NW2650	Circle K Store 2701452	2415 GRIFFIN AVE	ENUMCLAW	WA
1679	8866669	NW2968	BP Service Station 03145	18010 E VALLEY HWY	KENT	WA
1668	85348955	NW2969	Tosco 0313030102	12412 116TH AVE	KIRKLAND	WA
2068	45478124	NW3056	Circle K 1546	10255 SE 240TH ST	KENT	WA
2063	35395376	NW2718	Burien 76	12660 1ST AVE S	SEATTLE	WA

90 Day Schedule

Within 90 days after executing the Technical Assistance Agreement, the following activities will occur:

1. Schedule and attend a meeting with Ecology (target date within 30 days after executing the agreement) to discuss:
 - a) Status/Progress at each site listed in Exhibits A and D
 - b) Status/changes of Exhibit D - Cleanup Timelines
 - c) Status of VCP Applications/Agreements for AOCs 1668 and 1688 described in Exhibit B.
2. Submit revised Exhibit D - Cleanup Timelines to Ecology

EXHIBIT E
Phillips 66 Sites
Technical Assistance Agreement (TAAG) Progress Report

Phillips 66 Site Number:

Ecology VCP Number:

Site Address:

Ecology Contacts:

Site Manager:

Project Manager:

Date This Form Was Prepared:

Reporting Period:

Task and Milestone Achievements (for current reporting period only)

Task 1 – Management/Meetings

Activities

Task 2 – Field Work

Activities

Task 3 – Reporting

Activities

Task 4 – Other

Activities

Tasks/Milestones Not Achieved and Why:

Potential Future Challenges to Timeline (rationale for delays and/or revisions to schedule)

Other Comments:

EXHIBIT D - Phillips 66 Sites - Department of Ecology Technical Assistance Agreement (TAAG)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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1668	85348955	NW2969	Tosco 0313030102	12412 116TH AVE	KIRKLAND	KING	WA	Current Site Status:	Active 76 Retail Gasoline Station w/Convenience Store	X				Expected Opinion Letter	X																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

EXHIBIT D - Phillips 66 Sites - Department of Ecology Technical Assistance Agreement (TAAG)																																												
									Completed 2016 Milestones				2017 Milestones				2018 Milestones				2019 Milestones				2020 Milestones				2021 Milestones				2022 Milestones											
P66 Site Number	Ecology F/S ID Number	Ecology VCP Number	Name	Site Address	City	County	State	Site Summary		1Q	2Q	3Q	4Q	Project Phases				1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q							
2061	14644972	NW2650	Circle K Store 2701452	2415 GRIFFIN AVE	ENUMCLAW	KING	WA	Current Site Status:	Active Circle K Retail Gasoline Station w/Convenience Store					Remedial Investigation Report		X																												
								Release Date:	1995					Data Gaps Evaluation/Work Plan, if necessary																														
								Media Impacted:	Soil and Groundwater					Data aquition to fill data gaps, if necessary																														
								COCs:	Gasoline-range hydrocarbons, BTEX, and lead					Data Gap Report, if necessary																														
								Off Property Impacts:	Yes					Feasibility Study			X																											
								Sensitive Receptors:	None					Cleanup Action Plan					X																									
								Cleanup Actions:	USTs removed in 1995. Gasoline release may have occurred at multiple locations, migrating downward through unsaturated zone during low water table (below Osceola Mud Flow) into Vashon glacial till. Former wells exhibiting artificially high product levels (screened across both shallow and deep water bearing zones) were decommissioned in 2014. Five new well pairs (screened in sahlflow and deep water bearing zones) installed in September 2014. Groundwater sampling occurring on semi-annual basis, product removed from wells on quarterly basis. FS and Cleanup Action Plans needed for product mitigation (first phase), then dissolved phase mitigation (second phase). Remediation system design and implementation pending.					Implement Cleanup Actions - Remediation System						X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
								Previous GWM:	Yes, since 1995. Product removed on quarterly basis in 2016. Groundwater samples collected on semi-annual basis in 2016.	X	X	X	X	Groundwater Monitoring		X		X			X				X				X				X											
								Potential Data Gaps:	Yes - RI report to be submitted. FS and Cleanup action plans needed.					Cleanup Action Report																														
								Previous Opinion Letters?	No. Periodic meetings with Ecology Site Manager have occurred, most recently in May 2016.					Confirmational Monitoring Plan																														
														Confirmational Groundwater Monitoring																														
														Closure Report/NFA Request																														
														Quarterly Meetings/Progress Rpts					X	X	X	X	X						X															
1679	8866669	NW2968	BP Service Station 03145	18010 E VALLEY HWY	KENT	KING	WA	Current Site Status:	Active 76 Retail Gasoline Station w/Convenience Store					Expected Opinion Letter	X																													
								Release Date:	1990					Remedial Investigation Report			X																											
								Media Impacted:	Soil and Groundwater					Data Gaps Evaluation/Work Plan																														
								COCs:	Gas, diesel, and heavy oil, BTEX, lead					Feasibility Study			X																											
								Off Property Impacts:	No					Cleanup Action Plan			X																											
								Sensitive Receptors:	None					Implement Cleanup Actions				X																										
								Cleanup Actions:	Gasoline-impacted soil removed in 1990. USTs removed in 1993. Free product observed, gw pumped and treated, then discharged to sewer. Limited over-excavation during UST replacement (1,025 cubic yards). Between 1991 and 1996, gw pump and treat/SVE system operated. 1994, approx. 5 cubic yards of soil removed during removal of hydraulic hoists. In 1998/1999, approx. 160 tons of soil removed during canopy footing excavations. 'Post-Remedial Conditions Assessment Report submitted in March 2016, included Method B evaluation on soil for direct contact and vapor pathways - Opinion Letter Pending.					Cleanup Action Report					X																									
								Previous GWM:	Yes, since 1991. Annual event completed in Nov. 2016.					Groundwater Monitoring						X																								
								Potential Data Gaps:	Yes - Potential Method B evaluation for groundwater and RI elements in Report. Further gw cleanup needed.					Confirmational Monitoring Plan						X																								
								Previous Opinion Letters?	Yes, dated Aug. 20, 2015. New Opinion Letter Pending.					Confirmational Groundwater Monitoring						X	X	X	X																					
														Closure Report/NFA Request								X																						
														Quarterly Meetings/Progress Rpts				X	X	X	X																							

[illegible]

