

VCP AGREEMENT



INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page and sign the Agreement on the second page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement, and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and Pollution Liability Insurance Agency (PLIA) (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:

Horse Heaven Hills Travel Plaza, 101 Merlot Dr, Prosser, WA 99350; FS 28995469

The purpose of this Agreement is to facilitate independent remedial action at the Site. 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.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. 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 the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer 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, then Ecology shall withhold

FOR COMPLETION BY ECOLOGY ONLY	Facility / Site Name: <u>Horse Heaven Hills Travel Plaza</u>
	Facility / Site No.: <u>28995469</u>
	VCP Project No.: <u>CE 0411</u>

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any requested opinions and notify the Customer by certified mail that the debt is past due. If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW. The Customer agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. 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). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, 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.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Customer. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

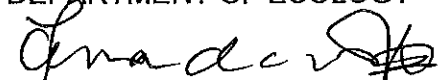
Either party may terminate this Agreement without cause by sending written notice by U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Signature

Nnamdi Madakor

Printed Name

Section Manager, ULP Statewide Coord Hq

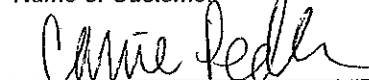
Toxics Cleanup Program

Section

Date: 8/27/15

Pollution Liability Insurance Agency (PLIA)

Name of Customer



Signature

Carrie Pederson

Printed Name of Signatory

Planner

Title of Signatory

Date: 8/26/15

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If you need this document in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.



Voluntary Cleanup Program

Washington State Department of Ecology
Toxics Cleanup Program

APPLICATION FORM

Under the Voluntary Cleanup Program (VCP), the Department of Ecology (Ecology) may provide informal site-specific technical consultations to persons conducting independent remedial actions at a hazardous waste site. Ecology may provide such consultations under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC.

To enter the VCP, complete and submit to Ecology a VCP Application. The Application consists of the following two documents:

1. Application Form (including required attachments). ← THIS DOCUMENT
2. Agreement.

For guidance on how to complete your Application, please refer to the Application Instructions, which are available separately on the VCP web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm.

Part 1 - ADMINISTRATION

A. Customer Information. The Customer is the person or organization requesting services from Ecology under the VCP, and is responsible for paying the costs incurred by Ecology. The authority and duty of the Customer are explained in the Agreement.

Name of Customer: Pollution Liability Insurance Agency (PLIA)

What type of entity is the Customer?

☐ Person

If the Customer is a "person," then the Customer shall serve as both the Project Manager and the Project Billing Contact. Please identify this person and their contact information in both Parts 1B and 1C.

☒ Organization

*If the Customer is an "organization," then please identify the Project Manager in Part 1B and the Project Billing Contact in Part 1C. **Both persons must be employed by the Customer organization.***

What is the Customer's involvement at the Site? Please check all that apply.

☐ Property owner

☐ Business owner (operator)

☐ Past property owner

☐ Mortgage holder

☐ Future property owner

☐ Consultant

☐ Property lessee

☐ Attorney

☒ Other – please specify: Reinsurance carrier

If not the current property owner, is the Customer acting as the agent for the property owner?

☐ Yes ☒ No

If not the current property owner, is the Customer authorized to grant access to the property?

☐ Yes ☒ No

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Part 1 – ADMINISTRATION continued

B. Project Manager Information. Ecology will send this person all official correspondence. This person must either be the Customer or be employed by the Customer. This person may not be an independent contractor hired by the Customer. Please enter the required information below.

Name: Carrie Pederson, PLIA		Title: Agency Planner	
Mailing address: 300 Desmond Drive			
City: Lacey		State: WA	Zip: 98504
Phone: 360-407-0519	Fax:	E-mail: carrie.pederson@pia.wa.gov	

C. Project Billing Contact Information. Ecology will send this person monthly invoices. This person must either be the Customer or be employed by the Customer. This person may not be an independent contractor hired by the Customer. Please enter the required information below.

Name: same as above		Title:	
Mailing address:			
City:		State: TX	Zip:
Phone:	Fax:	E-mail:	

D. Project Consultant Information.

Is the Customer a consultant?

☐ Yes

If you answered "YES," then skip to the next question.

☒ No

If you answered "NO" and the Customer hired a consultant to conduct the independent remedial action, then enter the required information below.

Name: Peter Trabusiner		Title:	
Organization: Blue Mountain Environmental & Consulting Co., Inc.			
Mailing address: 125 Main St			
City: Waitsburg		State: WA	Zip: 99361
Phone: 509-521-6531	Fax:	E-mail: ptrabus1@frontier.com	

Do you want Ecology to contact the Project Consultant?

☐ Yes

☒ No

E. Property Owner Information.

Is the Customer the owner of the property where independent remedial action is being conducted?

☒ Yes

If you answered "YES," then enter the type of entity and skip to the next question.

☒ No

If you answered "NO," then please enter all of the required information below.

Name:		Title	
Organization: Christensen I LLC			
Mailing address: PO Box 98			
City: Grandview		State: WA	Zip: 98930
Phone:	Fax:	E-mail:	