

TECHNICAL MEMORANDUM

To: Mr. Mark Chandler, LG

From: Craig Hultgren, LHG

Date: December 14, 2015

Subject: Management of Investigation Derived Waste - October 2015

HydroCon Environmental, LLC (HydroCon) is submitting this technical memorandum to Time Oil Holdings Company (TOC) to document the management and disposal of investigation-derived waste (IDW) from eleven properties referenced below. A total of 29 drums of petroleum contaminated soil (PCS) and 818 gallons of purge water were generated as a result of subsurface investigations and/or remedial actions. The drums were temporarily stored on the respective sites until characterization of the waste was performed and transportation arrangements were scheduled. Waste profiling documentation was provided to TOC for signature prior to transportation to the respective disposal facility. A summary of the number of drums and gallons of water collected and disposed at each property is provided below:

- North 16th Avenue, Yakima, Washington (TOC Site Number 01-075) 55 gallons of water and 3 drums of PCS
- 851 Broadway Avenue, Everett, Washington (TOC Site Number 01-169) 3 gallons of water
- 4231 Rucker Avenue, Everett, Washington (TOC Site Number 01-172) 75 gallons of water
- 24205 56th Avenue West, Mount Lake Terrace, Washington (TOC Site Number 01-176) 10 drums of PCS
- 11701 Highway 99, Everett, Washington (TOC Site Number 01-182) 30 gallons
- 301 North Central Avene, Kent, Washington (TOC Site Number 01-323) 4 drums of PCS
- 8320 East Canyon Road, Puyallup, Washington (TOC Site Number 01-345) 80 gallons of water and 7 drums of PCS
- 19740 Viking Avenue NW, Poulsbo, Washington (TOC Site Number 01-399) 140 gallons of water
- 804 Market Street, Kirkland, Washington (TOC Site Number 01-400) 5 drums of PCS
- 4910 Leary Way Northwest, Seattle, Washington (TOC Site Number 01-443) 55 gallons water
- 714 Avenue D, Snohomish, Washington (TOC Site Number 01-817) 380 gallons of water

HydroCon contracted CEMEX USA (CEMEX) to transport the drums of soil to their facility in Everett, Washington for treatment using thermal desorption. The drums of PCS were transported to CEMEX on October 26, 2015.

HydroCon contracted with Marine Vacuum Services, Inc. (MarVac) to remove purge water being stored at the respective sites using a vacuum truck. The water was disposed under permit at MarVac's facility in Seattle, Washington. The water was picked up from sites on October 15th, 19th and 23rd, 2015. A copy of the Disposal Documentation is attached.

List of Attachments

Attachment – Disposal Documentation

Cc: Mr. Eugene Freeman – Ecology Northwest Region Mr. Tom Middleton – Ecology Southwest Region Ms. Jennifer Lind – Ecology Central Region Ms. Sunny Becker – Ecology Northwest Region ATTACHMENT

DISPOSAL DOCUMENTATION

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Release of Liability/Certificate of Disposal

Time Oil Co.: is released from liability for the drummed petroleum contaminated soil from the following sites:

804 Market Street, Kirkland Wa, 5-drums 24205 56th AVE West, Mt. Lake Terrace Wa. 10-drums 820 North 16th AVE. Yakima Wa. 3-drums 8320 Canyon Road, Puyallup Wa. 7-drums 301 North Central AVE. Kent Wa. 4-drums

and transported to:

CEMEX Soil Remediation Facility 6300 Glenwood Ave. Everett WA 98203

On 10/26/2015

A total of 29 fifty-five (55) gallon drums of petroleum-contaminated soil were transported to the above facility. The material was disposed of in the following manner:

Thermal Desorption and Landfill for Reclamation

Disposal of the contaminated debris was performed in accordance with all applicable federal, state, and local laws and regulations.

Signed:

Date: December 14, 2015

Farry W. Baker

Larry W. Baker CEMEX USA. Operations Manager Soil Remediation Division