

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 Avenue, 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

This Memorandum

is an acknowledgment that a Bill of Lading has been issued and is not Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper No. 025721

Carrier No. _____

Date 10-19-15

MARINE VACUUM SERVICE, INC

Page _____ of _____

(Name of carrier)

(SCAC)

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

TO: **MARINE VACUUM SERVICE INC**
 Consignee
 Street **1516 S. GRAHAM ST**
 City **SEATTLE** State **WA** Zip Code **98108**

FROM: Shipper **HYDRACON**
 Street **11701 Hwy. 99**
 City **Everett** State **Wa.** Zip Code **98204**
 24 hr. Emergency Contact Tel. No. **800-540-7491**

Route _____ Vehicle Number **221**

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
LT		NON-REGULATED	488			
		Oily Waste Water	500	gals		
		TOC Snohomish (01-817), Everett - Broadway				
		(01-16A) Everett - Highway 99 (01-182)				
		waste water - (712 AVE D, Snohomish)	380	gals		
		waste water - (4231 Rucker Ave, Everett)	75	gals		
		waste water - (11701 Hwy 99, Everett)	30	gals		
		waste water - (851 N. Broadway, Everett)	3	gals		

PLACARDS TENDERED YES NO

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____."
 (2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.
 (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(a) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.
 Signature _____

REMIT C.O.D. TO: ADDRESS
COD Amt: \$ _____
 Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
 Signature of Consignor _____
 C.O.D. FEE: PREPAID COLLECT \$ _____
 TOTAL CHARGES \$ _____
 FREIGHT CHARGES: FREIGHT PREPAID Check box if charges are to be collect

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to des-

lination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.
 Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER **HYDRACON** CARRIER **MARINE VACUUM SERVICE, INC.**
 PER **X [Signature]** PER **[Signature]**
 DATE **10-19-15**

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MARINE VACUUM SERVICE, INC

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec.1.

TO: **MARINE VACUUM SERVICE INC**

Consignee

Street **1516 S. GRAHAM ST**

City **SEATTLE** State **WA** Zip Code **98108**

FROM: Shipper HydroCon LLC

Street 510 Allen st

City Kelso State Wa Zip Code _____

24 hr. Emergency Contact Tel. No. 800-540-7491

Route _____ Vehicle Number 100

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
<u>1TT</u>		<u>Non Regulated by DOT</u>				
<u>1st</u>		<u>Waste water (Toc-Ballard)</u>	<u>55</u>	<u>gals</u>		
<u>2nd</u>		<u>Waste water (Toc Puyallup)</u>	<u>80</u>	<u>-</u>		
<u>3rd</u>		<u>Waste water (Toc Poulsbo)</u>	<u>140</u>			
		<u>Total</u>	<u>275</u>	<u>gallons</u>		

PLACARDS TENDERED: YES NO

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(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(a) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature _____

REMIT C.O.D. TO: ADDRESS

COD Amt: \$ _____

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C.O.D. FEE: PREPAID COLLECT \$ _____

TOTAL CHARGES \$

FREIGHT PREPAID Check box if charges are to be collected

(Signature of Consignor)

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to des-

ination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER HydroCon LLC

PER _____

CARRIER **MARINE VACUUM SERVICE, INC.**

PER Tha Chly

DATE 10.23.15

3

This Shipping Order

must be legibly filled in, in Ink indelible Pencil, or in Carbon, and retained by the agent

Shipper No. 025572

Carrier No. _____

Date 10-15-15

MARINE VACUUM SERVICE, INC

Page 1 of 4

(Name of carrier)

(SCAC)

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TO:
 Consignee MARINE VACUUM SERVICE INC
 Street 1516 S. GRAHAM ST
 City SEATTLE State WA Zip Code 98108

FROM:
 Shipper HydroCon
 Street 620 N 16th AVE
 City YAKIMA State _____ Zip Code _____
 24 hr. Emergency Contact Tel. No. 800-540-7491

Route _____ Vehicle Number _____

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
<u>111</u>		<u>Non-Regulated By DOT Waste Water</u>	<u>55 Gal.</u>			

PLACARDS TENDERED: YES NO

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 (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

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tinuation and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.
 Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER [Signature]
 PER _____
 DATE 10/15/15

CARRIER **MARINE VACUUM SERVICE, INC.**
 PER [Signature]
 DATE 10/15/15

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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

A handwritten signature in cursive script that reads "Larry W. Baker".

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