

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

BNSF RAILWAY COMPANY

**CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY, for
itself and as Attorney-in-Fact for
CHEVRON U.S.A. INC.**

RE: Glacier Park Budget Fuel East
1408 Highway 2
Leavenworth, WA 98826

AGREED ORDER

No. DE 16838

TO: BNSF Railway Company
Attn: Mr. Scott MacDonald
605 Puyallup Avenue
Tacoma, WA 98421

Chevron U.S.A. Inc.
c/o Chevron Environmental Management Company
Attn: Mr. Tim Bishop
6001 Bollinger Canyon Road
San Ramon, CA 94583

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I. INTRODUCTION

Agreed Order DE 01TCPCR-3168 was entered into by the State of Washington, Department of Ecology (Ecology), The Burlington Northern and Santa Fe Railway Company, and Chevron U.S.A Inc. (CUSA), on September 25, 2001, to develop and implement a Cleanup Action Plan (CAP) per WAC 173-340-380 to address both soil and groundwater contamination for the Site.

Based on data collected through implementation of the selected cleanup action under Agreed Order DE 01TCPCR-3168, Ecology has determined that the CAP is insufficient to meet the cleanup standards under the Model Toxics Control Act (MTCA) and additional remedial investigation and evaluation of cleanup alternatives are needed.

Ecology, BNSF Railway Company (formerly known as The Burlington Northern and Santa Fe Railway Company) (BNSF) and Chevron Environmental Management Company, a California Corporation (EMC), for itself and as attorney-in-fact for CUSA hereby stipulate to enter into a new Agreed Order. BNSF and EMC are collectively referred to as “the PLP Parties.” The mutual objective of Ecology and the PLP Parties 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 the PLP Parties to perform a data gaps analysis to define the nature and extent of soil and groundwater contamination sufficient to revise the conceptual site model and to prepare Supplemental Remedial Investigation (SRI) and Supplemental Feasibility Study (SFS) Reports and a revised Draft Cleanup Action Plan (DCAP).

This Order also provides for the incorporation of six major tasks and deadlines associated with the submission of deliverables including the SRI Work Plan, the SRI Report, the SFS Report and the revised DCAP as provided in Exhibit B (Scope of Work and Schedule). Ecology believes the actions required by this Order are in the public interest. Completion of these tasks will be determined by Ecology.

II. JURISDICTION

This Agreed Order is issued pursuant to 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. The PLP Parties agree to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter the PLP Parties' responsibility under this Order. The PLP Parties 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 RCW 70.105D and WAC 173-340 shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as Glacier Park Budget Fuel East. The Site constitutes a facility under RCW 70.105D.020(8). The Site is defined by any area where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located. Based upon factors currently known to Ecology, the Site is generally located at 1408 Highway 2, Leavenworth, Washington as shown in the Site Location Diagram (Exhibit A).

B. Parties: Refers to Ecology, BNSF, and EMC.

C. PLP Parties: Refers collectively to BNSF and EMC.

D. EMC: Means Chevron Environmental Management Company, a California corporation.

E. Potentially Liable Persons (PLPs): Refers to BNSF, CUSA, BN Leasing Corporation, Janet Motteler, Jack Wedeberg, and Boyd Cascade, Inc.

F. 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.

G. Subject Property: The property on which contamination is presently known to exist and as originally described in records maintained by the Chelan County Assessor's office as Parcel 1 of a 7.04 acre tract in the SE ¼, Section 1, T.24N, R.17E WM.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the PLP Parties:

A. Based upon factors currently known to Ecology, the Site is generally located at the Subject Property at 1408 Highway 2, Leavenworth, Washington as shown in the Site Location Diagram (Exhibit A). The approximate geographic coordinates are latitude 47°35'58.32"N, longitude 120°39'14.32"W.

B. The subject property formerly housed a bulk fueling facility. Structures on the subject property consisted of one 20,000 gallon above-ground storage tank (AST), one 13,000 gallon AST, a pump house, a loading rack providing petroleum products to tank trucks, and an unloading rack for receiving product from rail tank cars. Two smaller ASTs (about 5,000 gallons each) were reportedly used to store gasoline. The structures were removed in 1990. The facility also consisted of railcar offloading delivery lines, truck offloading delivery lines, and a drum storage area.

C. Petroleum hydrocarbon contamination is present in the soil and groundwater at concentrations above their respective Method A cleanup levels as listed in MTCA. Contaminant concentrations above the applicable cleanup levels pose a threat to human health and the environment.

D. Soil isolation and groundwater monitoring were selected and implemented as the cleanup remedy under Agreed Order DE 01TCPCR-3168. However, sampling in October 2016

showed the presence of gasoline contamination above the applicable MTCA Method A soil cleanup levels in the shallow soil in an area outside of the engineered cap.

E. Groundwater cleanup levels are not being met at the standard points of compliance across the Site.

F. The remedial actions implemented under Agreed Order DE 01TCPCR-3168 have not adequately addressed groundwater contamination.

G. The persistent groundwater contamination demonstrates that soil concentrations protective of groundwater have not been established. The current remedy does not meet the threshold requirement of compliance with the cleanup standards required for a cleanup action under WAC 173-340-360(2)(a)(ii). In cross reference to WAC 173-340-700(6)(b), cleanup levels must be set at concentrations that prevent violation of cleanup levels for other media.

H. Since 1991, BN Leasing Corporation has owned the subject property, based on records at the Chelan County Assessor's office. BN Leasing Corporation is a subsidiary of BNSF.

I. The Burlington Northern Railroad Company owned the property prior to December 1988. In 1995, the Atchison, Topeka & Santa Fe Railway Company merged with the Burlington Northern Railroad to form the Burlington Northern and Santa Fe Railway. The Burlington Northern and Santa Fe Railway Company "assumed responsibility for matters related to" Agreed Order DE 01TCPCR-3168 in 2001. Burlington Northern and Santa Fe Railway changed its name to BNSF Railway in 2005. BNSF agrees to undertake the work described in this Order, subject to the terms and conditions of this Order.

J. Standard Oil Company of California leased the Subject Property in the mid-1920s from a predecessor of BNSF Railway. A bulk fueling station was constructed on the Subject Property, and operations continued until the mid-1970s. CUSA asserts that for the purposes of this Order, it is the successor-in-interest to Standard Oil Company of California with respect to liabilities and obligations related to the Site.

K. EMC never owned or operated at the Site, but as attorney-in-fact for CUSA, and without admitting liability for itself or CUSA, for the purposes of this Order, agrees to undertake the work described in this Order, subject to the terms and conditions of this Order.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by the PLP Parties.

A. BNSF Railway Company is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8). The Burlington Northern Railroad Company is identified as a prior owner of the Subject Property in records maintained by the Chelan County Assessor’s office. The Burlington Northern Railroad Company and/or its predecessor in interest owned the Subject Property at the time of disposal or release of the hazardous substances. BNSF Railway Company is a successor in interest to the Burlington Northern Railroad Company.

B. CUSA or a corporate predecessor(s) was an “operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8), at the time of disposal or release of the hazardous substances.

C. Janet Motteler is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8). Janet Motteler is a former operator of a facility that existed on the Subject Property as shown in records curated by Ecology.

D. Jack Wedeberg is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8). Jack Wedeberg is a former operator of a facility that existed on the Subject Property as shown in records curated by Ecology.

E. Boyd Cascade is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8). Boyd Cascade is a former operator of a bulk fuel facility that existed on the Subject Property as shown in records curated by Ecology.

F. BN Leasing Corporation is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).1408 BN Leasing Corporation is identified as the current owner of the property that housed the facility that existed on the Chelan County tax parcels nos. 241701430025 and 241701430700, based on records at the Chelan County Assessor’s office. BN Leasing Corporation is a subsidiary of the BNSF Railway Company.

G. Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70.105D.020(32) and (13), respectively, has occurred at the Site.

H. Based upon credible evidence, Ecology issued a PLP status letter to Burlington Northern Railroad Company dated May 21, 1992, pursuant to RCW 70.105D.040, .020(26), 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 Burlington Northern Railroad Company is a PLP under RCW 70.105D.040 and notified Burlington Northern Railroad Company of this determination by letter dated September 3, 1992.

I. Based upon credible evidence, Ecology issued a PLP status letter to CUSA dated September 17, 1992, pursuant to RCW 70.105D.040, .020(26), and WAC 173-340-500. By letter dated October 15, 1992, CUSA voluntarily waived its rights to notice and comment and accepted Ecology’s determination that CUSA is a PLP under RCW 70.105D.040.

J. EMC is a signatory to this Order both for itself and as attorney-in-fact for CUSA, managing certain environmental matters on CUSA’s behalf. By signing this Order, EMC voluntarily accepts status as a PLP for the Site. EMC waives any right it may have to notice and comment period under WAC 173-340-500. Ecology accepts EMC as a signatory and PLP Party under this Order at the request of EMC and CUSA without waiving any statutory authority Ecology

may have with respect to CUSA or any corporate successor of CUSA, including enforcement against CUSA and any such successors in the event of noncompliance with this Order.

K. Based upon credible evidence, Ecology issued a PLP status letter to Janet Motteler dated February 18, 1993, pursuant to RCW 70.105D.040, .020(26), 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 Janet Motteler is a PLP under RCW 70.105D.040 and notified Janet Motteler of this determination by letter dated July 26, 1993.

L. Based upon credible evidence, Ecology issued a PLP status letter to Jack Wedeberg dated February 18, 1993, pursuant to RCW 70.105D.040, .020(26), 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 Jack Wedeberg is a PLP under RCW 70.105D.040 and notified Jack Wedeberg of this determination by letter dated July 26, 1993.

M. Based upon credible evidence, Ecology issued a PLP status letter to Boyd Cascade dated May 21, 1992, pursuant to RCW 70.105D.040, .020(26), 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 Boyd Cascade is a PLP under RCW 70.105D.040 and notified Boyd Cascade of this determination by letter dated September 3, 1993.

N. Based upon credible evidence, Ecology issued a PLP status letter to BN Leasing Corporation dated July 2, 2018, pursuant to RCW 70.105D.040, .020(26), 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 BN Leasing Corporation is a PLP under RCW 70.105D.040 and notified BN Leasing Corporation of this determination by letter dated August 9, 2018.

O. 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.

P. 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 plan. Either party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VII.G. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70.105D, or to undertake the interim action itself.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the PLP Parties perform remedial actions at the Site as described in Exhibit B (Scope of Work and Schedule). These remedial actions must be conducted in accordance with WAC 173-340.

The remedial actions are summarized as follows:

A. The PLP Parties shall perform a SRI and SFS to address data gaps in the definition of the nature and extent of soil and groundwater contamination, which is necessary to refine the conceptual site model sufficient to select a remedial option among the alternatives to be identified in the SFS. This Order also requires the preparation and submittal of a revised DCAP.

B. The deliverables summarized above and described in Exhibit B (Scope of Work) will be prepared in accordance with the schedule and terms of Exhibit B (Scope of Work) and all

other requirements of this Order. If any due dates of deliverables outlined in this section and in Exhibit B (Scope of Work and Schedule) fall on a weekend or holiday, the deliverable must be submitted to Ecology no later than the next business day. The PLPs will be deemed in substantial compliance with the schedule under this Order, as identified in Exhibit B, if an electronic copy or a FTP link or file-sharing link containing the deliverable, is transmitted by 5:30 p.m. on the date that a deliverable is due and hardcopies, to the extent required, are post marked by the following business day.

C. If Ecology determines that the PLP Parties have failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may perform, after notice to the PLP Parties, any or all portions of the remedial action that remain incomplete or at Ecology's discretion allow the PLP Parties opportunity to correct. In an emergency, Ecology is not required to provide notice to the PLP Parties. The PLP Parties shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A. of the Order. Ecology reserves the right to enforce requirements of this Order under Section X.

D. If the PLP Parties learn of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in soil or groundwater, the PLP Parties, within seven (7) days of learning of the change in condition, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions.

E. The PLP Parties shall submit to Ecology written monthly Progress Reports that describe the actions taken during the previous month to implement the requirements of this Order. All Progress Reports shall be submitted by the tenth (10th) day of the month in which they are due after the effective date of this Order. Progress Reports shall be sent to Ecology's project coordinator by e-mail and to the extent a copy is required by mail, delivered according to the procedures outlined in Section VII. B. The Progress Reports shall include the following:

1. A list of on-site activities that have taken place during the month.

2. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.
3. Description of all deviations from the Scope of Work and Schedule (Exhibit B) during the current month and any planned deviations in the upcoming month.
4. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.
5. All raw laboratory data (including laboratory analyses) received during the previous quarter (if not previously submitted to Ecology), together with a detailed description of the underlying samples collected.
6. A list of deliverables for the upcoming month if different from the schedule.

F. All plans or other deliverables submitted by the PLP Parties for Ecology's review and approval under the Scope of Work and Schedule (Exhibit B) shall, upon Ecology's approval, become integral and enforceable parts of this Order.

G. If the Parties agree on an interim action under Section VI.P, the PLP Parties shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The PLP Parties shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and the PLP Parties are required to conduct the interim action in accordance with the approved Interim Action Work Plan.

H. Except where necessary to abate an emergency situation or where required by law, the PLP Parties shall not perform any remedial actions at the Site outside those remedial actions required by this Order to address the contamination that is the subject of this Order, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section VIII.J. (Amendment

of Order). In the event of an emergency, or where actions are taken as required by law, the PLP Parties must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

VIII. TERMS AND CONDITIONS

A. Payment of Remedial Action Costs

The PLP Parties 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 RCW 70.105D, 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). For all Ecology costs incurred, the PLP Parties 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.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70.105D.055, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

B. Designated Project Coordinators

The project coordinator for Ecology is:

Kyle Parker
Department of Ecology, Toxics Cleanup Program
1250 W. Alder St.
Union Gap, WA 98903
(509) 454-7833
kyle.parker@ecy.wa.gov

The project coordinator for the PLP Parties is:

BNSF Railway Company
c/o Mr. Scott MacDonald
605 Puyallup Avenue
Tacoma, WA 98421
Tel No. (206) 625-6376
Email: scott.macdonald@bnsf.com

EMC
c/o Mr. Tim Bishop
Chevron Environmental Management Company
6001 Bollinger Canyon Road
San Ramon, CA 94583
Tel No. (925) 842-4508
E-mail: TimBishop@chevron.com

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 the PLP Parties, 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 Order.

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.

C. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

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

Any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

The PLP Parties shall notify Ecology in writing of the identity of any supervising engineer(s) and geologist(s), contractor(s) and subcontractor(s) to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that the PLP Parties either own, control, or have 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 the PLP Parties' 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 the PLP Parties. The PLP Parties shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the PLP Parties where remedial activities or investigations will be performed pursuant to this Order. Neither EMC nor CUSA own the Site. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by the PLP Parties 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.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, the PLP Parties 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.B (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, the PLP Parties shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the PLP Parties pursuant to implementation of this Order, provided that doing so does not interfere with the PLP Parties' sampling. The PLP Parties shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the PLP Parties 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.D (Access), Ecology shall notify the PLP Parties forty-eight (48) hours 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 WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

F. Public Participation

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 this 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.

If Ecology determines that it is appropriate to modify or withdraw any portions of this Agreed Order based on public comments, the PLP Parties may, in their sole discretion, withdraw from this Order and it shall become null, void and of no further effect.

Ecology shall maintain the responsibility for public participation at the Site. However, the PLP Parties shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing lists and 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 meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify the PLP Parties prior to the issuance of all press releases and fact sheets related to the Site, and before meetings related to the Site with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by the PLP Parties that do not receive prior Ecology approval, the PLP Parties 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. Leavenworth Public Library
700 Highway 2, Leavenworth, WA 98826
- b. Department of Ecology
Central Regional Office 1250 W. Alder St, Union Gap, WA 98903

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Central Regional Office in Union Gap, Washington.

G. 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, the PLP Parties shall preserve all records, reports, documents, and underlying data in their possession relevant to the implementation of this Order and shall make copies of this Order available to their contractors and subcontractors and instruct them to retain documents as required by this order. Upon request of Ecology, the PLP Parties shall make all records available to Ecology and allow access for review within a reasonable time.

Nothing in this Order is intended to waive any right the PLP Parties may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If the PLP Parties withhold any requested records based on an assertion of privilege, the PLP Parties shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged.

H. Resolution of Disputes

1. In the event that the PLP Parties elect to invoke dispute resolution the PLP Parties must utilize the procedure set forth below.

a. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), the PLP Parties have fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of the dispute (Informal Dispute Notice).

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those fourteen (14) calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; the PLP Parties' position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

c. The PLP Parties may then request regional management review of the dispute. This request (Formal Dispute Notice) must be submitted in writing to the Central Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

d. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute 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.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII.C (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

1. The PLP Parties' request for 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.
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on the PLP Parties 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 the PLP Parties 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 the PLP Parties.

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

c. Endangerment as described in Section VIII.K (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 the PLP Parties.

3. Ecology shall act upon the PLP Parties' written request for extension in a timely fashion. Ecology shall give the PLP Parties' 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.J (Amendment of Order) when a schedule extension is granted.

4. At the PLP Parties' request, 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 one of the following:

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.

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

J. 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.L (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 the PLP Parties. Ecology will

provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment.

When requesting a change to the Order, the PLP Parties shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Order must be formally amended. Reasons for the disapproval of a proposed change to this Order shall be stated in writing. If Ecology does not agree to a proposed change, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.H (Resolution of Disputes).

K. Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct the PLP Parties to cease such activities for such period of time as it deems necessary to abate the danger. The PLP Parties shall immediately comply with such direction.

In the event the PLP Parties determine that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, the PLP Parties may cease such activities. The PLP Parties 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, the PLP Parties shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with the PLP Parties' cessation of activities, it may direct the PLP Parties to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the PLP Parties' 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.I (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.

L. Reservation of Rights

This Order is not a settlement under RCW 70.105D. 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 the PLP Parties to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against the PLP Parties regarding remedial actions required by this Order, provided the PLP Parties comply with this Order.

Ecology nevertheless reserves its rights under RCW 70.105D, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health or the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding any alleged injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, the PLP Parties do not admit to any liability for the Site. Although the PLP Parties are committing to conducting the work required by this Order under the terms of this Order, the PLP Parties expressly reserve all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

M. 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 a PLP Party 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 a PLP Party's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, the PLP Party 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, the PLP Party shall notify Ecology of said transfer. Upon transfer of any interest, the PLP Party shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents. Neither EMC nor CUSA own the Site.

N. Compliance with Applicable Laws

1. *Applicable Laws.* All actions carried out by the PLP Parties pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits or approvals, 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. The PLP Parties have a continuing obligation to identify additional applicable federal, state, and local requirements, which apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or the PLP Parties, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and the PLP Parties must implement those requirements.

2. *Relevant and Appropriate Requirements.* All actions carried out by the PLP Parties pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Order. If additional relevant and appropriate requirements are identified by Ecology or the PLP Parties, Ecology will document in writing if

they are applicable to actions carried out pursuant to this Order and the PLP Parties must implement those requirements.

3. *Permits and Approvals.* Pursuant to RCW 70.105D.090(1), the PLP Parties may be exempt from the procedural requirements of RCW 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, the PLP Parties shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70.105D.090(1) that have been issued by local government, the Parties agree that Ecology has the non-exclusive ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

4. *Additional Substantive Requirements.* The PLP Parties have 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 the PLP Parties determine 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 the PLP Parties shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, the PLP Parties 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 the PLP Parties and on how the PLP Parties must meet those requirements. Ecology shall inform the PLP Parties in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The PLP Parties shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

5. *Exemption.* 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 the PLP Parties 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 or approvals.

O. Indemnification

The PLP Parties agree to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of the PLP Parties, its officers, employees, agents, or contractors in entering into and implementing this Order. However, the PLP Parties 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.

P. Prior Agreed Order DE 01TCPCR-3168

This Order supersedes all prior and contemporaneous representations, agreements, understandings, and commitments between the Parties concerning the Site and the PLP Parties' rights and obligations related thereto, including but not limited to Agreed Order DE 01TCPCR-3168. Upon the effective date of this Order, Agreed Order DE 01TCPCR-3168 is deemed satisfied and any obligations thereunder are terminated.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon the PLP Parties' receipt of written notification from Ecology that the PLP Parties have completed the remedial activity required by this Order, as amended by any modifications, and that the PLP Parties have complied with all other provisions of this Agreed Order.

X. 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. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

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

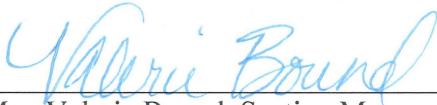
2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

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: JAN 22 2020

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**



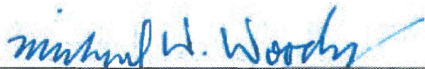
Mrs. Valerie Bound, Section Manager
Central Regional Office
Toxics Cleanup Program
1250 W. Alder St.
Union Gap, Washington 98903-0009

BNSF RAILWAY COMPANY



Mr. John Lovenburg for BNSF Railway Company
2500 Lou Menk Dr., AOB-3
Fort Worth, TX 76131

**CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California corporation,
for itself and as Attorney-in Fact for CHEVRON U.S.A. INC., a Pennsylvania corporation**



Name/title: Michael W. Woody, Assistant Secretary 9/30/19
6001 Bollinger Canyon Road
San Ramon, CA 94583

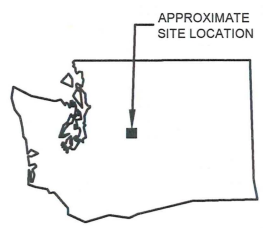
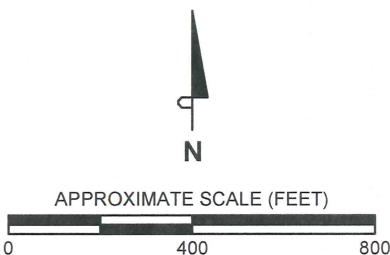
EXHIBIT A

Site Location Diagram

8.5x11 - ATTACHED XREFS - ATTACHED IMAGES: AerialLeavenworth_June15
 DRAWING NAME: L:\CAD_DRAWING\Current\BNSF_RR\BNSF_Leavenworth\Fig1_Vicinity Map_Aerial.dwg - PLOT DATE: July 13, 2018 - 9:46AM - LAYOUT: 8x11
 Version: 2017-03-03



SOURCE AERIAL PHOTO: Google Earth Professional, June 2015.




PROJECT:		BNSF Glacier Park East Site Chumstick Highway and State Highway 2 Leavenworth, Washington	
TITLE:		VICINITY MAP	
DRAWN BY:	R. Collins	PROJ NO.:	296562
CHECKED BY:	K. Newman	FIGURE 1	
APPROVED BY:	A. Meugniot		
DATE:	July 2018		
		19874 141st Place N.E. Woodinville, WA 98072 Phone: 425.489.1938 www.trcsolutions.com	
FILE NO.:	Fig1_Vicinity Map_Aerial.dwg		

EXHIBIT B

SCOPE OF WORK (SOW) AND SCHEDULE

PURPOSE

The work under the Agreed Order (AO) involves conducting a data gaps analysis to address soil and groundwater contamination at the Glacier Park Budget Fuel East Site (Site).

The additional remedial investigation will define the nature and extent of contamination necessary to refine the Conceptual Site Model (CSM) and sufficient to prepare Supplemental Remedial Investigation (SRI) and Supplemental Feasibility Study (SFS) Reports and an updated Draft Cleanup Action Plan (DCAP).

The PLP Parties shall coordinate with the Department of Ecology (Ecology) throughout the development of the deliverables associated with this work. The PLP Parties shall keep Ecology informed of any changes to the Work Plan or other project plans, and of any issues or problems as they develop.

The SOW is divided into six major tasks as follows:

- Task 1. Supplemental RI Work Plan
- Task 2. Permits and Substantive Conditions of Permit-Exempt Laws
- Task 3. Supplemental Remedial Investigation Field Work
- Task 4. Supplemental Remedial Investigation (SRI) Report
- Task 5. Supplemental Feasibility Study (SFS) Report
- Task 6. Revised Draft Cleanup Action Plan

TASK 1. SUPPLEMENTAL RI WORK PLAN

The PLP Parties shall prepare a work plan with the purpose of updating the CSM and performing a SRI/SFS for the cleanup of contaminated soil and groundwater at the Site. The SRI Work Plan shall include, as determined to be appropriate by Ecology:

- Summary of relevant existing RI/FS information, including at a minimum existing site conditions, reevaluation of alternative interim actions previously considered, the evaluation of the applicability of groundwater data from the existing monitoring wells, for example, with regard to the determination of groundwater flow directions, and the assessment of the contaminants of concern and their respective cleanup levels;
- Summary of remedial actions performed to date;

Exhibit B-A1 (Scope of Work and Schedule)

- Summary of current site conditions including dissolved phase trends observed during groundwater monitoring;
- SAP/QAPP and HASP;
- Investigation work plan (including schedule);
- Permits required.
- May include treatability studies as allowed under Chapter 173-340-350 WAC.

The combined draft Sampling and Analysis Plan and Quality Assurance Project Plan (SAP/QAPP) and site Health and Safety Plan (HASP) must be provided for Ecology's review per WAC 173-340-350(7)(c)(iv). This document must conform to the requirements specified in WAC 173-340-810 (Worker Safety and Health), and 173-340-820 (Sampling and Analysis Plans).

The PLP Parties shall prepare one (1) hard copy of the Agency Review Draft SRI Work Plan and submit it, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review. The PLP Parties shall prepare responses to address Ecology comments and a revised SRI Work Plan will be submitted for written approval by Ecology. Once approved by Ecology, three (3) copies of the final SRI Work Plan and one electronic copy each in Word (.doc) and Adobe (.pdf) formats will be supplied to Ecology. Following approval, the PLP Parties will implement the SRI Work Plan according to the approved schedule.

TASK 2. PERMITS AND SUBSTANTIVE CONDITIONS OF PERMIT-EXEMPT LAWS

The PLP Parties must identify any necessary permits prior to conducting investigation work and comply with the substantive requirements of laws for which MTCA creates a permit exemption.

TASK 3. REMEDIAL INVESTIGATION FIELD WORK

The PLP Parties shall carry out the SRI field work according to the schedule presented in the approved SRI Work Plan as field conditions allow. Field work may include the use of pressure transducers, the installation of additional monitoring wells with appropriate screen intervals and other specifications; and groundwater monitoring well sampling events to allow the groundwater to be characterized for seasonal variations in flow and contaminant concentrations.

TASK 4. SUPPLEMENTAL REMEDIAL INVESTIGATION REPORT

The PLP Parties shall submit an Agency Review Draft SRI Report for Ecology's review. The PLP Parties shall prepare one (1) copy of the draft SRI Report and submit it, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology. The draft SRI Report will conform to WAC 173-340-350, remedial investigation and feasibility study. After receipt of Ecology's comments, the PLP Parties shall submit to Ecology one (1) copy of a revised SRI Report. Upon Ecology's request, the PLP Parties shall submit

Exhibit B-A1 (Scope of Work and Schedule)

for public review three (3) copies of the revised SRI Report and one electronic copy each in Word (.doc) and Adobe (.pdf) formats. Final written approval will be provided by Ecology following its review of the public comments and incorporation of any relevant comments that do not substantially change the SRI Report as determined by Ecology. In the event that substantial change is required after public comment, Ecology will provide final approval after the incorporation of those changes to the SRI Report to the satisfaction of Ecology. Public comment on the SRI Report, SFS Report and revised DCAP will occur simultaneously, as provided in WAC 173-340-600(13)(c), if the three document deliverables were not previously issued for public comment.

TASK 5. SUPPLEMENTAL FEASIBILITY STUDY

The PLP Parties shall submit an Agency Review Draft SFS Report for Ecology's review. The SFS Report will conform to WAC 173-340-350: remedial investigation and feasibility study. After receipt of Ecology comments, the PLP Parties shall prepare and submit a revised SFS Report. The revised SFS Report will be submitted for public comment if Ecology approves it for public review. Upon approval for public review, the PLP Parties will submit three (3) copies of the revised SFS Report and one electronic copy each in Word (.doc) and Adobe (.pdf) formats. Final written approval will follow review and potential incorporation of relevant public comments that do not substantially change the SFS Report as determined by Ecology. In the event that substantial change is required after public comment, Ecology will provide final approval after the incorporation of those changes to the SFS Report to the satisfaction of Ecology. Public comment on the SRI Report, SFS Report and revised DCAP will occur simultaneously, as provided in WAC 173-340-600(13)(c), if the three document deliverables were not previously issued for public comment.

Task 6. REVISED DRAFT CLEANUP ACTION PLAN

The PLP Parties will, submit an updated Agency Review Draft Cleanup Action Plan (DCAP) for Ecology's review. The DCAP will conform to WAC 173-340-380(1) (Cleanup Action Plans). The Agency Review version of the DCAP shall include, but is not limited to: a summary of the work to be completed based on the selected remedy as determined by the updated site information. The PLP Parties shall prepare one (1) copy of the Agency Review version of the DCAP and submit it, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review. After receipt of Ecology's comments, the PLP Parties shall prepare and submit to Ecology a revised DCAP responsive to Ecology's comments and suitable for public comment as required under the Model Toxics Control Act (MTCA). Approval of the DCAP will follow if the PLPs' response is determined to be satisfactory to Ecology, subject to public comment. In the event that substantial change is required after public comment, Ecology will provide final approval after the incorporation of those changes to the DCAP to the satisfaction of Ecology. Public comment on the SRI Report, SFS Report and revised DCAP will occur simultaneously, as provided in WAC 173-340-600(13)(c), if the three document deliverables were not previously issued for public comment. The PLP Parties will submit to Ecology three (3)

Exhibit B-A1 (Scope of Work and Schedule)

copies of the revised DCAP and one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

SCHEDULE OF DELIVERABLES AND ACTIONS

The schedule for deliverables and actions described above and in the Order is presented below.

Pursuant to Section VII.A. of the Order if the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date the PLP Parties received such notification, comments or approval through certified mail or parcel services. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date the hard copy of the deliverable is received by Ecology through mail or parcel services. The hard copy submittals will be supplemented by submittals of electronic copies as Microsoft Word documents and Adobe Acrobat (pdf) files.

The PLP parties will be deemed in substantial compliance with the Order if an electronic copy or a FTP link or file-sharing link containing the deliverable, is transmitted by 5:30 p.m. on the date that a deliverable is due and hardcopies, to the extent required, are post marked by the following day.

Task	Deliverables/Actions	Completion Times
1	Submit Agency Review Draft SRI Work Plan including a SAP/QAPP and HASP.	Within 90 calendar days following the effective date of this Order.
	Submit Revised SRI Work Plan.	Within 45 calendar days following receipt of Ecology's written comments on draft SRI Work Plan
2	Identify any necessary permits prior to conducting investigation work and comply with the substantive requirements of laws for which MTCA creates a permit exemption.	As appropriate
3	Start SRI Field Investigations.	Per SRI Work Plan Schedule
4	Submit Agency Review Draft SRI Report	Within 90 calendar days following completion of SRI field work (i.e., receipt of final validated analytical data)

Exhibit B-A1 (Scope of Work and Schedule)

	Submit revised SRI Report to Ecology for finalization if the PLPs' response is sufficient to the satisfaction of Ecology to approve for public comment.	Within 45 calendar days following receipt of Ecology's written comments on draft SRI Report
5	Submit Agency Review Draft SFS Report.	Within 90 calendar days following Ecology's acceptance of PLP Parties' responses to Ecology comments and approval of the SRI Report for public comment
	Submit revised SFS Report to Ecology for finalization if the PLPs' response is sufficient to the satisfaction of Ecology to approve for public comment.	Within 45 calendar days following receipt of Ecology's written comments on draft SFS Report
6	Submit Agency Review Draft Cleanup Action Plan (DCAP).	Within 90 calendar days following written approval by Ecology of the revised SFS for public comment.
	Submit revised DCAP to Ecology for finalization if the PLPs' response is sufficient to the satisfaction of Ecology to approve for public comment.	Within 45 calendar days following receipt of Ecology's written comments on the Agency Review DCAP.