



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

*Northwest Regional Office • 3190 160th Ave SE • Bellevue, WA 98008-5452 • 425-649-7000  
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June 24, 2015

Mr. Steven Porath  
Vice President – General Council  
Hearthstone Inc.  
24151 Ventura Boulevard  
Calabasas, CA 91302-1449

**Re: Termination of VCP Agreement for the Following Site:**

- **Site Name:** Riverbend Investment Co.
- **Site Address:** 4304 State Route 530 NE, Arlington WA
- **Facility/Site No.:** 4864
- **VCP Project No.:** NW2575
- **Cleanup Site No.:** 11772

Dear Mr. Porath:

The Department of Ecology (Ecology) is terminating the VCP Agreement governing Project No. NW2575. The project involved the cleanup of the Riverbend Investment Co. facility (Site). The effective date of termination is the date of this letter. We are providing this notice in accordance with the terms of the Agreement.

**Reason**

Ecology is terminating the Agreement because you informed us by e-mail on June 11, 2015, that you wanted to withdraw from the VCP.

**Next Steps**

Based on this decision, Ecology will take the following steps:

- Send you an invoice for any costs remaining on your account. In accordance with the terms of the Agreement, you remain responsible for any costs incurred by us before the effective date of termination.



Mr. Steven Porath

June 24, 2015

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**Contact Information**

If you have any questions about this letter, please contact me at (425) 649-7209 or by e-mail at lbar461@ecy.wa.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read "Louise Bardy". To the right of the signature, the words "FOR L. BARDY" are written in a smaller, less formal script.

Louise Bardy  
VCP Unit Supervisor  
Toxics Cleanup Program

Enclosure: Notice of Termination Letter

By Certified Mail [7011 0470 0003 3682 5599]

cc: Rodney Brown, Cascadia Law  
Sonia Fernandez, VCP Coordinator  
Dolores Mitchell, VCP Financial Manager  
Dale Myers, VCP Site Manager



*Via electronic mail and regular mail*

June 11, 2015  
Mr. Dale Myers  
Ms. Dolores Mitchell  
State of Washington Department of Ecology  
3190 160<sup>th</sup> Ave SE  
Bellevue, WA 98008-5452

Re: Termination of VCP Agreement  
Site Name: Riverbend Investment Co.  
Site Address: 4304 State Route 530, Arlington, WA  
Facility/Site No.: 4864  
VCP Project No.: NW2575

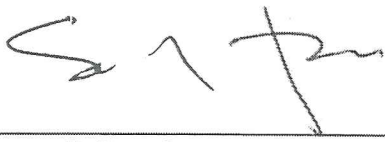
Mr. Myers and Ms. Mitchell:

Please accept this letter as notice of termination of the above-referenced agreement.

Thank you.

Hearthstone, Inc.,  
In its capacity as Receiver for Riverbend Investment Company, LLC

By:

  
\_\_\_\_\_  
Steven C. Porath  
Vice President – General Counsel

Attachment: Copy of VCP Agreement



RECEIVED

JAN 24 2012

# 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.

TCR-NWRO

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and HEARTHSTONE, INC. AS RECEIVER FOR RIVERBEND INVESTMENT COMPANY, LLC (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:  
4304 STATE ROUTE 530 - ARLINGTON, WA 98223

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>Riverbend Investment Company, LLC</u>
	Facility / Site No: <u>24324</u>
	VCP Project No: <u>173-340-515</u>



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

HEARTHSTONE, INC. AS RECEIVER  
FOR RIVERBEND INVESTMENT COMPANY, LLC  
Name of Customer

Steve Al VCP Unit Supervisor  
Signature

[Signature]  
Signature

Russ Olsen VCP Unit Supervisor  
Printed Name

Sidney Constantinescu  
Printed Name of Signatory

Section Manager, Rob Warren WW-TCP  
Toxics Cleanup Program Section

VICE PRESIDENT - INVESTMENT MANAGER  
Title of Signatory

Date: 1/31/12

Date: 1/20/12

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.