

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

Port of Longview
10 Port Way
Longview, WA 98632

Chevron U.S.A. Inc.¹
145 S. State College Blvd.
Brea, CA 92821

Georgia-Pacific, LLC
133 Peachtree Street, NE
Atlanta, GA 30303

AGREED ORDER

No. DE 15907

TO:
Norman G. Krehbiel, CEO
Port of Longview
10 Port Way
Longview, WA 98632

TO:
Eric G. Hetrick
Chevron Environmental Management Company
6001 Bollinger Canyon Road
San Ramon, CA 94583

TO:
Traylor Champion
Senior Vice President
Environmental Affairs and Product Safety
Georgia-Pacific LLC
133 Peachtree Street, NE
Atlanta, GA 30303

¹ On April 25, 2017, Chevron Environmental Management Company (“CEMC”), on behalf of Chevron U.S.A. Inc., accepted PLP status for the site which is the subject of this Agreed Order

TABLE OF CONTENTS

I.	INTRODUCTION.....	4
II.	JURISDICTION.....	4
III.	PARTIES BOUND.....	4
IV.	DEFINITIONS.....	5
V.	FINDINGS OF FACT.....	6
VI.	ECOLOGY DETERMINATIONS.....	11
VII.	WORK TO BE PERFORMED.....	14
VIII.	TERMS AND CONDITIONS.....	17
	A. Payment of Remedial Action Costs.....	17
	B. Designated Project Coordinators.....	18
	C. Performance.....	19
	D. Access.....	20
	E. Sampling, Data Submittal, and Availability.....	20
	F. Public Participation.....	21
	G. Retention of Records.....	23
	H. Resolution of Disputes.....	23
	I. Extension of Schedule.....	25
	J. Amendment of Order.....	26
	K. Endangerment.....	27
	L. Reservation of Rights.....	28
	M. Transfer of Interest in Property.....	29
	N. Compliance with Applicable Laws.....	29
	O. Indemnification.....	31
IX.	SATISFACTION OF ORDER.....	32

X. ENFORCEMENT32

EXHIBIT A	Site Location Diagram
EXHIBIT B	Scope of Work and Schedule of Deliverables
EXHIBIT C	Public Review Draft Interim Action Work Plan

I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and the Port of Longview (Port), Chevron Environmental Management Company on behalf of Chevron U.S.A. Inc., a Delaware Corporation (Chevron), and Georgia-Pacific LLC (Georgia-Pacific), 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 Port, Chevron, and Georgia-Pacific (collectively, the “Subject PLPs”²) to prepare and implement an interim action, conduct a remedial investigation of the release of hazardous substances at the facility, prepare a feasibility study to evaluate cleanup options for the release, and to develop a draft cleanup action plan describing the selected cleanup action. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This 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 Subject PLPs agree to undertake all actions required by the terms and conditions of

² Wilson Oil, Inc. d/b/a Wilcox & Flegel Oil Company and Longview Fibre Paper and Packaging Inc. d/b/a KapStone Kraft Paper Corporation were also named as PLPs related to the site governed by this Agreed Order. Those parties are not signatories to this Agreed Order.

this Order. No change in ownership or corporate status shall alter the Subject PLPs' responsibilities under this Order. The Subject PLPs 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, WAC 173-204, and WAC 173-340 shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as the Port of Longview TPH Site. The Site constitutes a facility under RCW 70.105D.020(8). The Site is defined by 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 10 Port Way, Longview, Washington, as shown in the Site Location Diagram (Exhibit A).

B. Parties: Refers to Ecology, the Port, Chevron, and Georgia-Pacific.

C. Potentially Liable Persons (PLPs): Refers to the Port, Chevron, Longview Fibre Paper and Packaging, Inc. d/b/a KapStone Kraft Paper Corporation ("KapStone"), Georgia-Pacific, and Wilson Oil, Inc. d/b/a/ Wilcox & Flegel Oil Company ("Wilson").

D. 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.

E. Agency Review Draft: Refers to Ecology's first review draft of a deliverable.

F. Public Review Draft: Refers to a revision of a deliverable where the Subject PLPs address and incorporate the comments made by Ecology on the Agency Review Draft, and

proposes the deliverable be issued for public review and comment. The deliverable is first subject to Ecology's determination that the document is ready for public review.

G. Subject PLPs: Refers to the Port, Chevron, and Georgia-Pacific.

H. TPH: Refers to total petroleum hydrocarbons.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the Subject PLPs.

A. The Port of Longview consists of multiple parcels along the Columbia River spanning approximately 835 acres. The parcel where the Site is primarily located is owned by the Port of Longview, and is designated as Heavy Industrial in the City of Longview's zoning code (Chapter 19.58 Longview Municipal Code) and lies approximately 31 feet above mean sea level, and is depicted on Exhibit A (Port Property). The investigation data to date indicate the Site is approximately 28.2 acres in size, as depicted in Exhibit A. The Site is almost entirely paved, except for areas of rail track infrastructure.

B. The Site is bordered in each direction by the following: The Columbia River to the southwest; Washington State Route 433 (Lewis & Clark Bridge) and an active lumber production facility owned by Weyerhaeuser NR Company to the northwest; an active bulk fuel facility (Bulk Plant) owned by Wilson and formerly owned by Chevron to the northeast; and property currently owned by the Port and formerly owned by International Paper Company to the southeast. BNSF Railway Company owns and operates rail lines that traverse the Site.

C. The area of land within the Site has been owned primarily by the Port since the early 1900s. The Port formerly operated a 4,000-gallon underground storage tank (UST) and an 8,000-gallon UST on the Port Property (Port USTs). Calloway Ross, Inc. (Calloway) operated a

675-gallon UST (Calloway UST) on the Port Property. The United States Army Reserve operated a 2,800-gallon UST on the Port Property (Army UST). Correspondence between Wilson and the Port in 1993 suggests an additional UST used to stored gasoline may have been located near the Army Reserve building on the Port Property.

D. Chevron, or its predecessor, Standard Oil Company of California (Standard Oil) installed pipelines on the Site in 1926 that ran parallel to Port Way beneath the BNSF rail lines, to transfer petroleum products between the Bulk Plant and shipping berths along the Columbia River (Standard Pipelines). Standard Oil or Chevron owned the Standard Pipelines until 1986, when they were conveyed to the Port under the terms of a Termination of License Agreement (Termination Agreement). In accordance with the Termination Agreement, Chevron removed hydrocarbon liquids from the Standard Pipelines, cleaned the Standard Pipelines between the Bulk Plant and their terminus at the shipping berths, and flushed the Standard Pipelines with water and air.

E. KapStone (formerly Longview Fibre Company) constructed and began operating a pipeline (Longview Pipeline), fuel loading racks, and an 80,000 barrel aboveground storage tank (AST) on the Port Property in approximately 1935 to transfer and store petroleum products. The Longview Pipeline was positioned slightly east of the Standard Pipelines. In the 1950s, the AST was connected to the Standard Pipelines. After the connection was made, petroleum products were transferred to the AST from the Standard Pipelines. KapStone owned the Longview Pipeline, fuel loading racks, and AST until 1973, when it sold the AST to Crown Zellerbach Corporation (“Crown Zellerbach”), a corporate predecessor of Georgia-Pacific.

F. Crown Zellerbach owned the AST from 1973 to 1983. Crown Zellerbach used the AST and Standard Pipelines to transfer and store petroleum products and ballast seawater from tanker ships.

G. Wilson operated the Standard Pipelines on behalf of Chevron and Standard Oil between 1971 and 1985. Wilson operated the AST on behalf of Crown Zellerbach between 1974 and 1983.

H. The Standard Pipelines, Longview Pipeline, loading racks, AST, Calloway UST, Port USTs, and Army UST have been abandoned and/or removed in various phases. No petroleum products have been stored or distributed at the Site since 1996.

I. Petroleum contaminated soil and groundwater was first discovered in 1991 during the decommissioning and removal of the Calloway UST, located in the northwestern corner of the Site. The Port conducted several phases of subsurface investigations between 1992 and 1994 in response to this discovery. The results of the subsurface investigations are generally summarized in a *Phase IV Characterization Report – Bunker C and Diesel Fuel Investigation*, prepared by Golder Associates, dated December 7, 1994. A brief summary of each of these phases is provided below and a figure of the related areas is included in Exhibit A.

i. Phase 1: Gasoline, diesel fuel, and Bunker C were detected in soil and groundwater in the railyard east of Warehouse 9, as well as in the area formerly leased by Calloway.

ii. Phase 2: Petroleum contaminated soil and groundwater were detected and associated with the Calloway UST and the Standard Pipelines and Longview Pipeline.

iii. Phase 3: Two separate zones of soil and groundwater contamination were characterized, suggesting that at least two separate and distinct leaks from pipes have occurred.

iv. As a separate action from the investigations originating with the Calloway UST, the Port removed the Port USTs from the vicinity of the mechanics shop at the time of the Phase 3 investigation. Analysis of groundwater samples near the mechanic shop indicated the presence of gasoline, diesel, and Bunker C. Because the USTs reportedly only contained gasoline, a Phase 4 investigation was conducted to investigate the mechanic shop area and the pipeline locations

between the mechanics shop and the Columbia River for the source of diesel and Bunker C contamination.

v. Phase 4: Soil and groundwater were found to contain significant concentrations of gasoline, diesel, and Bunker C throughout the investigation area. The identified impacts to soil and groundwater were generally located north of the mechanics shop area along the pipeline corridor.

J. The investigations identified petroleum products in the gasoline, diesel, and oil carbon-ranges, and other petroleum-related constituents (e.g., benzene, toluene, ethylbenzene, and xylenes) in the subsurface at concentrations exceeding MTCA Method A soil and groundwater cleanup levels for unrestricted land use. The investigations suggest the Standard Pipelines, the Longview Pipeline, the fuel loading racks, the AST, the Calloway UST, the Port USTs, the Army UST, and the practices commonly associated with the storage and transfer of fuel are likely the principal sources of subsurface contamination at the Site.

K. Remedial activities at the Site began in the 1990s as part of an independent cleanup action. In 1992, gasoline was detected in soil at depths below the groundwater table on the southwest side of the AST, and diesel and Bunker C fuel were detected at depths between 1.5 to 8 feet below ground surface (bgs) on the east and south sides of the AST. The highest concentrations of petroleum in surface soils were located beneath the AST. In 1996, soil in the vicinity of the AST was excavated to the soil and groundwater interface at a depth of approximately six feet below ground surface (“bgs”). Confirmation samples taken from the final limits of the excavation indicated residual petroleum products in the diesel carbon-range were present at concentrations above the MTCA Method A soil cleanup level for unrestricted land use and were left in place in a localized area at the southern extent of the excavation. Further excavation was limited by high groundwater, sandy soils, and the proximity to the BNSF rail lines.

L. In spring 1996, approximately 800 cubic yards of surface soils impacted with petroleum were removed from the parcel formerly leased by Calloway. The impacts were likely related to historical activities occurring on the parcel. This remedial action did not fully address the subsurface impacts related to the Calloway UST.

M. In December 2013, Ecology performed a Site Hazard Assessment (SHA) of the Site. The Site was given a hazard ranking of 2 out of 5 (1 being Ecology's highest priority for cleanup).

N. In 2015, the Port retained Floyd|Snider to conduct a data gap analysis to further delineate the extent of soil and groundwater impacts at the Site (Floyd|Snider investigation). The Floyd|Snider investigation included 30 direct-push soil borings focused on the south and west portions of the Site, collection of 16 grab groundwater samples from those borings, and collection of a groundwater sample from an existing monitoring well. The Floyd|Snider investigation indicated that petroleum-impacted soils are primarily located beneath the BNSF rail lines and that petroleum-impacted groundwater does not extend beyond the Port Property boundary to the northwest and does not extend to the Columbia River to the southwest. The Floyd|Snider investigation identified several additional tasks to aid in the development of the remedial investigation and feasibility study.

O. In February 2016, approximately 5 gallons of petroleum product were released from abandoned pipelines beneath shipping berths 1 and 2 along the Columbia River through two separate corroded areas. The Port conducted spill response actions, plugged the leaks, and reported the releases to the United States Coast Guard and Ecology.

VI. ECOLOGY DETERMINATIONS

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

A. The Port is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

B. Chevron is a former “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

C. KapStone is a former “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

D. Georgia-Pacific is a former “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

E. Wilson is a former “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

F. 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.

G. Based upon credible evidence, Ecology issued a PLP status letter to the Port dated May 11, 2016, pursuant to RCW 70.105D.040, .020(26), and WAC 173-340-500. By letter dated August 16, 2016, the Port voluntarily waived its rights to notice and comment and accepted Ecology’s determination that the Port is a PLP under RCW 70.105D.040. On September 29, 2016, Ecology issued its Final Determination of Liability for Release of Hazardous Substances, confirming its determination of the Port’s status as a PLP under RCW 70.105D.040.

H. Based upon credible evidence, Ecology issued a PLP status letter to CEMC on behalf of Chevron dated January 9, 2017, pursuant to RCW 70.105D.040, .020(26), and WAC 173-340-500. By letter dated April 25, 2017, CEMC voluntarily waived Chevron's rights to notice and comment and accepted Ecology's determination that Chevron is a PLP under RCW 70.105D.040. On June 26, 2017, Ecology issued its Final Determination of Liability for Release of Hazardous Substances, confirming its determination of Chevron's status as a PLP under RCW 70.105D.040.

I. Based upon credible evidence, Ecology issued a PLP status letter to KapStone dated January 9, 2017, pursuant to RCW 70.105D.040, .020(26), and WAC 173-340-500. By letter dated April 12, 2017, KapStone advised that it did not agree to accept liability under MTCA at the Site. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, on June 26, 2017, Ecology issued its Final Determination of Liability for Release of Hazardous Substance confirming its determination of KapStone's status as a PLP under RCW 70.105D.040.

J. Based upon credible evidence, Ecology issued a PLP status letter to Georgia-Pacific, dated January 9, 2017. By letter dated April 25, 2017, Georgia-Pacific agreed it was a successor to Crown Zellerbach but disputed its status as a PLP. On June 26, 2017, Ecology deferred its PLP determination for Georgia-Pacific. By letter dated December 6, 2017, Chevron, KapStone, and Wilson requested that Ecology reconsider its decision about the PLP status of Georgia-Pacific. By letter dated December 7, 2017, the Port also requested that Ecology reconsider its decision about the PLP status of Georgia-Pacific. By letter dated December 19, 2017, Georgia-Pacific responded to the requests of the Port, Chevron, KapStone, and Wilson, and continued to dispute its status as a PLP. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of

potential liability, on February 7, 2018, Ecology issued a Final Determination of Liability for Release of Hazardous Substances confirming its determination of Georgia-Pacific's status as a PLP under RCW 70.105D.040.

K. Based upon credible evidence, Ecology issued a PLP status letter to Wilson dated January 10, 2017, pursuant to RCW 70.105D.040, .020(26), and WAC 173-340-500. By letter dated April 25, 2017, Wilson voluntarily waived its rights to notice and comment and accepted Ecology's determination that Wilson is a PLP under RCW 70.105D.040. On June 26, 2017, Ecology issued its Final Determination of Liability for Release of Hazardous Substances confirming its determination of Wilson's status as a PLP under RCW 70.105D.040.

L. 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.

M. 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. The abandoned pipelines are failing and have caused releases of hazardous substances to the environment. The pipelines present an ongoing risk of a release that may become substantially worse or cost substantially more to address if the remedial action is delayed. The removal of the pipelines will eliminate or substantially reduce one or more pathways for exposure to a hazardous substance. Based on these

circumstances, Ecology has determined that an interim action is warranted under WAC 173-340-430. Any of the Parties may propose additional interim action(s) under this Order. If the Parties are in agreement concerning the additional interim action(s), the Parties will follow the process in Section VII.D. If the Parties are not in agreement, Ecology reserves its authority to require additional interim action(s) under a separate order or other enforcement under RCW 70.105D, or to undertake the interim action(s) itself.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the Subject PLPs take the following remedial actions at the Site and that these actions be conducted in accordance with WAC 173-340, WAC 173-204, and Exhibit B Scope of Work and Schedule of Deliverables:

A. The following list summarizes the major tasks to be completed under this Order. These tasks will be conducted in accordance with the schedule and terms of the Scope of Work and Schedule of Deliverables (Exhibit B), MTCA, and all other requirements of this Order.

- i. **Task 1. Interim Action:** The Subject PLPs will complete an interim action to remove the exposed former pipelines under shipping berths 1 and 2 in accordance with the schedules and terms of the Scope of Work and Schedule of Deliverables (Exhibit B), the Interim Action Work Plan (Exhibit C), and all other requirements of this Order. Ecology or the Subject PLPs may propose additional interim action(s) under this Order.
- ii. **Task 2. Remedial Investigation (RI) Work Plan:** The Subject PLPs will complete a Remedial Investigation Work Plan that shall include an overall description and schedule of all RI activities, in accordance with the schedule and

terms of the Scope of Work and Schedule of Deliverables (Exhibit B), and all other requirements of this Order.

- iii. **Task 3. Remedial Investigation:** The Subject PLPs shall complete a Remedial Investigation to collect additional data needed to fully define the nature and extent of contamination in accordance with WAC 173-340-350 and as described in the RI Work Plan, and in accordance with the schedule and terms of the Scope of Work and Schedule of Deliverables (Exhibit B), and all other requirements of this Order. A Remedial Investigation Report will be prepared following the investigation.
- iv. **Task 4. Feasibility Study:** The Subject PLPs shall use the information obtained from the RI to complete a Feasibility Study in order to develop and evaluate cleanup action alternatives for the Site, in accordance with the schedule and terms of the Scope of Work and Schedule of Deliverables (Exhibit B) and all other requirements of this Order.
- v. **Task 5. Preliminary Draft Cleanup Action Plan (DCAP):** The Subject PLPs shall prepare a Preliminary Draft Cleanup Action Plan that provides a proposed remedial action to address the contamination present on the Site, in accordance with the schedule and terms of the Scope of Work and Schedule of Deliverables (Exhibit B), and all other requirements of this Order.
- vi. **Task 6. State Environmental Policy Act (SEPA) Compliance:** The Subject PLPs shall be responsible for complying with the State Environmental Policy Act, including preparing and submitting an environmental checklist when required.
- vii. **Task 7. Public Participation:** The Subject PLPs will support Ecology in presenting applicable information at any public meetings or hearings that may be necessary for SEPA compliance or as part of the Public Participation Plan.

B. The Subject PLPs shall submit to Ecology quarterly Progress Reports that describe the actions taken during the previous quarter 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. Unless otherwise specified by Ecology, Progress Reports and any other documents submitted pursuant to this Order shall be submitted electronically to Ecology's project coordinator. The Progress Reports shall include the following:

- i. A list of on-site activities that have taken place during the quarter;
- ii. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests;
- iii. Descriptions of all deviations from the Scope of Work and Schedule of Deliverables (Exhibit B) during the current quarter and any planned deviations in the upcoming quarter;
- iv. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule;
- v. All raw data (including laboratory analyses) received by the Subject PLPs during the past quarter and an identification of the source of the sample; and
- vi. A list of deliverables for the upcoming quarter if different from the schedule.

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

D. For any interim action(s) conducted under this Order, the Subject PLPs 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 PLPs shall not conduct the interim action(s) 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 Subject PLPs are required to conduct the interim action in accordance with the approved Interim Action Work Plan.

E. If Ecology determines that the Subject PLPs have failed to make sufficient progress or failed to implement the remedial action(s), in whole or in part, Ecology may, after notice to the Subject PLPs, perform any or all portions of the remedial action(s) or at Ecology's discretion allow the Subject PLPs the opportunity to correct. The Subject PLPs shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Payment of Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).

F. Except where necessary to abate an emergency situation, the Subject PLPs shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

VIII. TERMS AND CONDITIONS

A. Payment of Remedial Action Costs

The Subject PLPs 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). Ecology has accumulated \$20,326.69 in remedial action costs related to the Site as of July 6, 2018. For all

costs incurred, Subject PLPs 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:

Matthew Morris
Toxics Cleanup Program
Southwest Regional Office
300 Desmond Drive
Lacey, WA 98503-1274
360-407-7529
Matthew.Morris@ecy.wa.gov

The project coordinator for the Subject PLPs is:

Lisa Hendriksen
Port of Longview
10 Port Way
Longview, WA 98632
360-703-0207
lhendriksen@portoflongview.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 Subject PLPs, 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 Parties 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 Subject PLPs shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

The Port is subject to the Maritime Transportation Security Act (MTSA), a federal law which requires port facilities to develop and implement security plans that include enforcement of restricted access areas, personnel identification procedures, and access control measures. Subject to and consistent with the Port's MTSA Facility Security Plan (FSP) and Transportation Worker Identification Credential (TWIC) program, Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that the Port either owns, controls, or has access rights to, with an escort from the Port 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 Subject PLPs' 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 Subject PLPs. The Subject PLPs shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the Port, including but not limited to the BNSF Right of Way, where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by the Port 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 Subject PLPs 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 (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 Subject PLPs shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the Subject PLPs pursuant to implementation of this Order. The Subject PLPs shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the Subject PLPs and/or its authorized representative(s) 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 Subject PLPs 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

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

- i. 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.

ii. 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 Subject PLPs 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 Subject PLPs that do not receive prior Ecology approval, the Subject PLPs shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

iii. 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.

iv. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. Longview Public Library
1600 Louisiana Street
Longview, WA 98632
- b. Ecology's Southwest Regional Office
300 Desmond Drive
Lacey, Washington 98503

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 the Site

shall be maintained in the repository at Ecology's Southwest Regional Office in Lacey, 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 Subject PLPs shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, the Subject PLPs shall make all records available to Ecology and allow access for review within a reasonable time consistent with any limitations of the attorney work-product privilege and/or the attorney-client privilege.

Nothing in this Order is intended to waive any right Subject PLPs 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 Subject PLP(s) withhold(s) any requested records based on an assertion of privilege, the Subject PLP(s) 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

i. In the event that the Subject PLPs elect to invoke dispute resolution, the Subject PLPs 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 Subject PLPs have fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its 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 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 Subject PLPs' 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 Subject PLPs may then request regional management review of the dispute. This request (Formal Dispute Notice) must be submitted in writing to the Southwest 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.

ii. 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.

iii. 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.

iv. 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.E (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

i. The Subject PLPs' 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; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

ii. The burden shall be on the Subject PLPs 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 Subject PLPs 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 Subject PLPs;
- b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or

- 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 Subject PLPs.

- iii. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give the Subject PLPs 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.

- iv. At the Subject PLPs' 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:

- 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; or
- 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 Subject PLPs. 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 this Order, the Subject PLPs 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 this 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 Subject PLPs to cease such activities for such period of time as it deems necessary to abate the danger. The Subject PLPs shall immediately comply with such direction.

In the event the Subject PLPs 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 Subject PLPs may cease such activities. The Subject PLPs 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 Subject PLPs shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with the Subject PLPs' cessation of activities, it may direct the Subject PLPs to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the Subject PLPs' 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 Subject PLPs 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 Subject PLPs regarding remedial actions required by this Order, provided the Subject PLPs 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 the 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 Subject PLPs do not admit to any liability for the Site. Although the Subject PLPs are committing to conduct the work required by this Order under the terms of this Order, the Subject PLPs 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 the Port 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 the Port's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, the Port 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 Port shall notify Ecology of said transfer. Upon transfer of any interest, the Port 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.

N. Compliance with Applicable Laws

i. *Applicable Laws.* All actions carried out by the Subject PLPs 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. The permits or specific federal, state, or local requirements that the agency has determined are applicable and that are known at the time of the execution of this Order have been identified in the Interim Action Work Plan (Exhibit C). The Subject PLPs 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 Subject PLPs, Ecology will document in

writing if they are applicable to actions carried out pursuant to this Order, and the Subject PLPs must implement those requirements.

ii. *Relevant and Appropriate Requirements.* All actions carried out by the Subject PLPs 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 relevant and appropriate requirements are identified by Ecology or the Subject PLPs, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and the Subject PLPs must implement those requirements.

iii. Pursuant to RCW 70.105D.090(1), the Subject PLPs 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 Subject PLPs 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.

iv. The Subject PLPs 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 Subject PLPs 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 Subject PLPs shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, the Subject PLPs

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 Subject PLPs and on how the Subject PLPs must meet those requirements. Ecology shall inform the Subject PLPs in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The Subject PLPs shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

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 Subject PLPs 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 Subject PLPs each, separately, 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 individual PLP, its officers, employees, agents, or contractors in entering into and implementing this Order. However, the Subject PLPs 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.

IX. SATISFACTION OF ORDER

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

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

ii. 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: _____

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PORT OF LONGVIEW

By: _____

By:  _____

Rebecca Lawson
Section Manager
Toxics Cleanup Program
Southwest Regional Office
PO Box 47775
Olympia, WA 98504-7775
360-407-6241

Norman G. Krehbiel, CEO
Port of Longview
10 Port Way
Longview, WA 98632
360-425-3305

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

GEORGIA-PACIFIC, LLC

By: _____

By: _____

6001 Bollinger Canyon Road
San Ramon, CA 94583
Attn: Eric G. Hetrick, Project Manager
714-671-3347

Traylor Champion
Senior Vice President
Environmental Affairs and Product Safety
Georgia-Pacific LLC
133 Peachtree Street, NE
Atlanta, GA 30303

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PORT OF LONGVIEW

By: _____

By: _____

Rebecca Lawson
Section Manager
Toxics Cleanup Program
Southwest Regional Office
PO Box 47775
Olympia, WA 98504-7775
360-407-6241

Norman G. Krehbiel, CEO
Port of Longview
10 Port Way
Longview, WA 98632
360-425-3305

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

GEORGIA-PACIFIC, LLC

By:  _____

By: _____

Frank G. Soler, Assistant Secretary
6001 Bollinger Canyon Road
San Ramon, CA 94583
Attn: Eric G. Hetrick, Project Manager
714-671-3347

Traylor Champion
Senior Vice President
Environmental Affairs and Product Safety
Georgia-Pacific LLC
133 Peachtree Street, NE
Atlanta, GA 30303

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PORT OF LONGVIEW

By: _____

Rebecca Lawson
Section Manager
Toxics Cleanup Program
Southwest Regional Office
PO Box 47775
Olympia, WA 98504-7775
360-407-6241

By: _____

Norman G. Krehbiel, CEO
Port of Longview
10 Port Way
Longview, WA 98632
360-425-3305

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

GEORGIA-PACIFIC, LLC

By: _____

6001 Bollinger Canyon Road
San Ramon, CA 94583
Attn: Eric G. Hetrick, Project Manager
714-671-3347

By: Traylor Champion

Traylor Champion
Senior Vice President
Environmental Affairs and Product Safety
Georgia-Pacific LLC
133 Peachtree Street, NE
Atlanta, GA 30303