Message

From: Martella, Roger(GE Corporate) [Roger.Martella@ge.com]
Sent: 1/31/2018 12:48:12 PM
To: Lopez, Peter [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b7b64b3b2f984708840a5f342309d460-Lopez, Pete]
CC: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]; Falvo, Nicholas [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=424ac90ea7d8494a93209d14d37f2946-Falvo, Nich]; John Haggard [johnghaggard@gmail.com]
Subject: FW: Request for meeting with Administrator Lopez
Attachments: Letter to Administrator Lopez from Ann Klee.pdf

Dear Hon. Administrator Lopez—Following up on EPA's press release regarding the Hudson River, and regarding Ann Klee's attached letter, we respectfully request the opportunity to meet with you the week of February 5 to share our perspective on the successful work that's been accomplished between EPA and GE, and our interest in and constructive ideas for working collaboratively on future issues. Please let me know if I can work with your scheduler to set up time in the near future. Thank you – Roger Martella

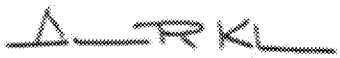
---

From: Cheryl Gilli <cheryl.gilli@ge.com> on behalf of Ann Klee <Ann.Klee@ge.com>
Date: Tuesday, October 24, 2017 at 10:56 AM
To: "Lopez.peter@epa.gov" <Lopez.peter@epa.gov>
Cc: "Hickey.Maureen@epa.gov" <Hickey.Maureen@epa.gov>, "mugdan.walter@epa.gov" <mugdan.walter@epa.gov>, "Klawinski.Gary@epa.gov" <Klawinski.Gary@epa.gov>, "Martella, Roger(GE Corporate)" <Roger.Martella@ge.com>, "Mcgaugh, James (GE Corporate)" <james.mcgaugh@ge.com>
Subject: Request for meeting with Administrator Lopez

Dear Administrator Lopez:

Congratulations on your recent appointment as EPA Regional Administrator. On behalf of General Electric, please find attached a letter respectfully requesting the opportunity to meet with you to introduce you to GE, and our world-class Environmental, Health and Safety program.

I have included our request in the attached letter. I would be happy to follow up with Maureen regarding scheduling a visit at a date convenient for you.



Global Operations

Ann R. Klee
Vice President
Global Operations - EHS

41 Farnsworth Street
Boston, MA 02210

T Ex. 6
M Ex. 6

October 24, 2017

Honorable Peter Lopez
Administrator
Environmental Protection Agency - Region 2
290 Broadway
New York, New York 10007-1866

Dear Administrator Lopez:

Congratulations on your recent appointment as EPA Regional Administrator. On behalf of General Electric, I am writing to respectfully request the opportunity to meet with you to introduce you to GE, and our world-class Environmental, Health and Safety program that I believe sets the standard among corporations for realizing environmental protection and safety of our communities and employees.

As you may be aware, GE is the leading diversified digital industrial company, operating in 180 countries with approximately 1,200 facilities and 330,000 employees. In the United States, our footprint is approximately 400 sites. I'm sure that you're familiar with GE's particularly significant presence in New York and Region 2, having been founded by Thomas Edison in Schenectady.

I have led GE's EHS program since 2008, which is comprised of 2,300 professionals globally. We include world-class remedial, environmental, and legal teams, focused on EHS excellence and regulatory compliance. As GE transforms into a digital-industrial company, our EHS function is keeping pace, leveraging contemporary technologies to expand the reach of our experts and reduce risk.

GE and EPA have worked collaboratively on many success stories, most recently the Hudson River remediation. EPA officials described GE's efforts on the Hudson a "historic accomplishment" and "enormously successful." GE and EPA continue to work together on the Hudson and other important issues encompassing almost the full scope of EPA's regulatory reach. I look forward to discussing collaboration that leads to further success stories with EPA.

I can be available to meet at your convenience in November. My assistant, Cheryl Gilli, can be reached at cheryl.gilli@ge.com or Ex. 6 to work with your scheduler on a date and time convenient for you.

Sincerely,

Ann R. Klee

Message

From: Conover, Dave [Dave_Conover@kindermorgan.com]
Sent: 11/8/2017 9:02:14 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
CC: Van Burgel, Nancy [Nancy_VanBurgel@kindermorgan.com]; Blout, Vince [Vince_Blout@kindermorgan.com]; Letendre, Daisy [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b691cccca6264ae09df7054c7f1019cb-Letendre, D]
Subject: request for telephonic meeting

Good afternoon Mr. Kelly, I am writing at the suggestion of the Smart Sectors team to request time on your calendar for a policy discussion about the Superfund program. As a result of various acquisitions, Kinder Morgan finds itself involved in the program, including at the Lower Passaic River and the Portland Harbor sites. We would appreciate the opportunity to share our perspective about those cleanups and to better understand how some of the recommendations in the 25 July 2017 Superfund Task Force report might apply to those sites. Your conversation would be with our Assistant General Counsel, Nancy Van Burgel, and our Director of Pipeline Remediation, Vince Blout, both of whom have a deep understanding of the issues and are copied here. Please let me know if you can be available for such a call and with whom on your staff we should work to set it up. Thanks and very best wishes, Dave

Dave Conover
Vice President, Corporate Communications & Public Affairs
KINDER MORGAN

1001 Louisiana St.
Houston, TX 77002
Ex. 6 - direct
mobile
dave_conover@kindermorgan.com

Kinder Morgan, Inc. (NYSE: KMI) is one of the largest energy infrastructure companies in North America. It owns an interest in or operates approximately 84,000 miles of pipelines and 155 terminals. KMI's pipelines transport natural gas, refined petroleum products, crude oil, condensate, CO2 and other products, and its terminals transload and store petroleum products, ethanol and chemicals, and handle such products as steel, coal and petroleum coke. It is also a leading producer of CO2 that we and others use for enhanced oil recovery projects primarily in the Permian basin. For more information please visit www.kindermorgan.com.

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Message

From: jay.gardner@surpluspr.org [jay.gardner@surpluspr.org]
Sent: 2/13/2018 11:13:13 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]; Chancellor, Erin [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ae6aeabeca754643bdb01c9f5b653ca6-Chancellor,]
CC: Parker, Bob [bob.parker@exxonmobil.com]; Falvo, Nicholas [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=424ac90ea7d8494a93209d14d37f2946-Falvo, Nich]
Subject: SPR Houston Meeting
Attachments: SPR-Agenda-Houston-v.7.docx

Kell and Erin, the SPR is so glad you are coming to our meeting next week. Attached is the latest agenda -- nothing has changed with respect to your timing. If you need to reach me for any reason, please call Ex. 6

Looking forward to seeing you next Wednesday, Feb 21.

Jay Gardner
Executive Director, SPR

SURPLUS PROPERTY ROUNDTABLE

Year 6 Meeting 1 – AGENDA
HOUSTON, TX

Wednesday, February 21, 2018

7:15 am	**Meet in Lobby of Hotel ZaZa for bus ride to BP Offices**	
8:00	**Meet at BP Offices, Town Hall Room, 200 Westlake Park Blvd., Houston, TX 77079 (Meeting Host) – also known as BP Westlake 4**	
8:00 – 8:30	**Breakfast**	
8:30 – 9:15	**General Meeting with Members and Sponsors**	
	Welcome from Host	**Jim Schaeffer**
	Overview and Agenda	**Jay Gardner**
	Safety Overview	**Todd Cafferty**
9:15 – 9:45	**BP Presentation**	**Bob Genovese**
9:45 – 10:45	**BP Case Study - Destrehan, LA**	**Jim Schaeffer/ Gary Silversmith**
10:45 – 11:00	**BREAK**	
11:00 – 12:00	**Real Estate Panel** *What Happens When Deals Go Wrong*	
	Panel: Jim Schaeffer, Allen Stegman, Mark Rohrlick, Lauren McAndrews	
	Mike Goldstein (Ingersoll Rand) - Chair and Mike Malley Co-Chair - Moderators	
12:00 – 12:45	**LUNCH**	
12:45 – 1:45	**Presentation from Mr. Kell Kelly, Special Advisor to EPA Administrator**	
	Question and Answers	
1:45 – 2:30	**Brownfields – *Overview, Trends and Monetization* – JLL (Association Sponsor) - Christian Beaudoin, Director, Research JLL**	
2:30– 3:00	**BREAK**	
3:00– 4:00	**Benchmarking Committee** *Portfolio Strategy*	
	Mark Allen (Boeing) – Chair and Catherine Tobiasinsky, Co-Chair (Arcadis), and Matt Barkley (Arcadis)	

Association Sponsors:

ARCADIS ENVIRONMENTAL LIABILITY TRANSFER hemisphere [EMBED Unknown] Hilco Real Estate JLL

SURPLUS PROPERTY ROUNDTABLE

4:00 – 4:30	**Presentation from Dinner Sponsor, Gary Silversmith**
4:30- 5:00	**Members Only Meeting – 2018 Budget**
5:00	**Meeting Adjourn**
5:15	**Bus Departs BP Offices to Hotel ZaZa**
6:00	**Bus Departs Hotel ZaZa to Texas de Brazil Restaurant**
6:30 – 7:15	**Cocktails – Texas de Brazil** (Citycentre Plaza, 822 Town and Country Blvd #100, Houston, TX 77024)
7:15 – 8:30	**Dinner – Texas de Brazil**
8:45	**Bus Departs Restaurant to Hotel ZaZa**

Thursday, February 22, 2018

7:45 am	**Meet in Lobby of Hotel ZaZa for bus ride to BP Offices**
8:30	**Breakfast at BP Offices**
9:00 – 10:00	**Education & Outreach Committee**
	Mark Sloan & Jim Hartnett, GM, ***MIT Brownfield Seminar Debrief***
	Chris Gaule, Chevron, ***Industry Groups Interacting with EPA***
	Scott Sherman, ***Next Steps with EPA***
10:00 – 11:00	**BP Case Study** **Mark Lester**
11:00 – 11:30	**BREAK**
11:30– 11:45	**May 2018 Meeting Host Update (Honeywell)**
11:45 – 12:00	**Wrap up and Close of Regular Meeting**

Association Sponsors:

ARCADIS ENVIRONMENTAL LIABILITY TRANSFER hemisphere [EMBED Unknown] Hilco Real Estate JLL

Message

From: Cole, Rhonda [rhonda.cole@nortonrosefulbright.com]
Sent: 2/22/2018 8:53:48 PM
To: Sheldrake, Sean [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=d16e2780a4094bba82daaa5283a71572-Sheldrake, Sean]
CC: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]; Hladick, Christopher [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b82d04419c42423a97bd7624a3a09908-Hladick, Ch]; Zhen, Davis [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2a43e2ddfd444abbb0329c0a17d06ec9-Zhen, Davis]; Pirzadeh, Michelle [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2ae309e0a52a42cd847709b39bc2239a-Pirzadeh, Michelle]; Bilbrey, Sheryl [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=45612dba9a7f4a718d12e27feec7590f-Bilbrey, Sh]; Cora, Lori [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c8850941bf1540c796559dce75c2f5ee-Cora, Lori]; 'richard.whitman@state.or.us' [richard.whitman@state.or.us]; 'kevin.parrett@state.or.us' [kevin.parrett@state.or.us]; 'matt.mcclincy@state.or.us' [matt.mcclincy@state.or.us]; 'keith.johnson@state.or.us' [keith.johnson@state.or.us]; 'sarah.greenfield@state.or.us' [sarah.greenfield@state.or.us]; 'dana.bayuk@state.or.us' [dana.bayuk@state.or.us]; 'Jim.J.McKenna@oregon.gov' [Jim.J.McKenna@oregon.gov]; Robert.Neely@noaa.gov [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=79e46f864d914ddab31a75af6114a898-Robert.Neely@noaa.gov]; 'weis@hk-law.com' [weis@hk-law.com]; 'rjw@nwnatural.com' [rjw@nwnatural.com]; 'imunk@foleymansfield.com' [imunk@foleymansfield.com]; 'Myron.burr@siltronic.com' [Myron.burr@siltronic.com]; 'phampton@perkinscoie.com' [phampton@perkinscoie.com]; Scott Coffey [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=user0c39210c]; 'blischkee@cdmsmith.com' [blischkee@cdmsmith.com]; john.frankenthal@bp.com [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=userbfcbb4c8]; 'Michelle@verislawgroup.com' [Michelle@verislawgroup.com]; 'deborah.a.edwards@exxonmobil.com' [deborah.a.edwards@exxonmobil.com]; 'gaj@mcgavick.com' [gaj@mcgavick.com]; 'gary.gengel@lw.com' [gary.gengel@lw.com]
Subject: Letter to Mr. Sean Sheldrake re Meeting on November 2, 2017 re NW Natural/Gasco Site
Attachments: 2018-02-22 Letter to Sheldrake re Gasco site.pdf

On behalf of the parties in the RM 4-7 Group, enclosed is a letter dated February 22, 2018 to Mr. Sean Sheldrake following up on a meeting held on November 2, 2017 at EPA Region 10 regarding the NW Natural/Gasco site. Should you have any questions or need further information, please contact Elizabeth Weaver at Ex. 6 or elizabeth.weaver@nortonrosefulbright.com. Thank you.

Rhonda M. Cole | *Secretary to Joshua D. Lichtman, Elizabeth M. Weaver, Troy Schmelzer, Sarah E. Moses, H. Joseph Drapalski, III, and Christina Daniele*
Norton Rose Fulbright US LLP
555 South Flower Street, Forty-First Floor, Los Angeles, California 90071, United States
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February 22, 2018

Sent via U.S. Mail and Electronic Mail

Sean Sheldrake, RPM
EPA Region 10
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
Email: sheldrake.sean@epa.gov

Re: *Follow-up to November 2, 2017 Meeting re NW Natural/Gasco Site*

Dear Mr. Sheldrake:

We want to thank you, Lori Cora, and others for meeting with the undersigned River Mile 4-7 Group on November 2, 2017 in Seattle to discuss important forensic data we have collected and analyses we have performed regarding contamination at and emanating from NW Natural's Gasco site.

As you know, the members of the River Mile 4-7 Group are actively engaged in collecting, reviewing, and analyzing extensive forensic data regarding polycyclic aromatic hydrocarbon (PAH) impacts in the Willamette River and the data's implications for the Portland Harbor Superfund Site (Site) remedy. The River Mile 4-7 Group has invested substantial resources investigating sediments throughout River Miles (RM) 4 through 7 – work that has revealed the source properties of these materials and provided important new information to supplement the conclusions reached in the Site's Remedial Investigation, Feasibility Study, and Record of Decision (ROD).

In all of the areas we studied downstream of the Gasco site, the following conclusions were reached by the River Mile 4-7 Group's collective forensic chemistry experts:

- From NW Natural's Gasco site to RM 4 (the PAH Zone), sediments exhibit impacts of readily identifiable tar and residues of manufactured gas plant operations that are sourced from the Gasco site and are present at concentrations that greatly exceed sediment cleanup levels.

- The PAHs in the PAH Zone are predominantly pyrogenic in nature and chemically sourced from the Gasco site. The few petrogenic PAH samples found in our studies that may require remediation also likely originate from Gasco operations, which used substantial quantities of petrogenic PAHs as feedstocks.

- The contamination present on the Gasco site is an ongoing source of PAHs (and potentially other contaminants) to the river and the PAH Zone from stormwater, groundwater, and dense non-aqueous phase liquid (DNAPL) migration.

We heard your comments regarding detections of other contaminants of concern (COCs) and their co-occurrence with PAHs in RM 4-7, which Region 10 staff described as raising "an allocation argument" that does not necessitate a change in EPA's approach. EPA's current approach only requires the early action for the Gasco site to focus on the immediate off-shore impacts of Gasco's historical operations, even though the vast majority of the downstream

impacts are clearly documented to be related to NW Natural contaminants. In response, we note that the sediment management areas identified in the ROD for River Miles 4-7 primarily address PAHs, which are the only COCs that most if not all of the sites linked to parties in the River Mile 4-7 Group could have contributed to river sediments. While the River Mile 4-7 parties are willing to address any contaminants that they are shown to be responsible for, we believe it is more appropriate for EPA to require the clearly responsible party to address the problem it created, rather than force others to (1) do the work for NW Natural and (2) then try to recover these costs at some later time. It also makes sense for the RM 4-7 PAH remedy to be addressed as one comprehensive and likely more successful project, rather than running the risk of complications and failures due to a piecemeal approach.

As you will recall, we presented information at the November 2 meeting based on technical reports prepared by scientists at NewFields and Haley & Aldrich demonstrating that the overwhelming majority of pyrogenic PAH impacts to river sediments downstream of the Gasco site to at least RM 4 – the PAH Zone – originate from the Gasco site. The full versions of the reports and studies were provided to you and are listed as references at the end of this letter. At the November 2 meeting we also presented data indicating that the Gasco site is an ongoing source of PAHs (and potentially other contaminants) to the Willamette River from stormwater and groundwater (including DNAPL). We are unaware of anyone, including NW Natural, who has disputed this evidence.

We understand EPA's desire to demonstrate progress at Portland Harbor by requiring the timely design and cleanup of sediments at and downstream of the Gasco site that became highly contaminated as a result of historical activities conducted for more than a century at the former manufactured gas plant. These impacts extend over a large stretch of the river. Like many other individuals and companies with a connection to the Willamette River generally, and Portland Harbor in particular, the River Mile 4-7 Group was enthusiastic about EPA's decision to push NW Natural to address its extensive adverse impacts on this portion of the river. As such, we were greatly encouraged by and supported EPA's correspondence to NW Natural dated October 18, 2017, in which EPA identified the inadequacy of the pre-remedial design work plan prepared by Anchor QEA on behalf of NW Natural pursuant to its Agreed Order on Consent (2009 AOC) with EPA (No. 10-2009-0255). As you can understand, our enthusiasm shifted quickly to dismay when we learned on November 1, 2017 – without our knowledge and only one day before our own meeting with EPA on these very issues – that EPA had retracted certain key criticisms it had made on NW Natural's work plan as set forth in its October 18, 2017 comment letter.

In particular, the River Mile 4-7 Group was deeply concerned about EPA's decision to withdraw its General Comment 2 and Specific Comment 34 regarding the definition of the "Final Project Area" for the pre-remedial design work plan, which had expanded NW Natural's definition of the project area. As demonstrated by our presentation at the November 2 meeting with EPA, the existing sediment data do not support limiting the Project Area for NW Natural's interim pre-remedial design to the immediate vicinity of the Gasco site; to the contrary, the data support designation of a "Final Project Area" comprised of a much larger footprint that includes sediments downstream of the Gasco site that extend to at least RM 4. Limiting the project area as NW Natural has requested is technically unsupported, inefficient, and will inevitably lead to additional AOCs or remedial design for the same COCs located downstream of the current limited Project Area.

The River Mile 4-7 Group is particularly concerned about the documented, uncontained, and mobile contaminants from the Gasco site that exist adjacent to, below, and within the river channel. Under current conditions, this material within the PAH Zone can be expected to re-contaminate any interim remedial actions taken adjacent to and downriver of the Gasco site. Based on our recent supplemental data, the delineation of the NW Natural/Gasco project area should extend downriver to at least RM 4 along the western shoreline, and should include the entire width of the Willamette River between RM 5 and 6. Accordingly, we strongly urge EPA to reconsider its current limitation on the defined project area under Gasco's 2009 AOC.

Given the Gasco site's downstream impacts and our concerns regarding how this portion of the river will ultimately be remediated, the River Mile 4-7 Group intends to comment on the NW Natural early action project going forward. To facilitate this process, the River Mile 4-7 Group respectfully requests to be copied on any relevant future correspondence related to the Gasco site. Transparency and public comment are critical and will need to play a central role in setting the boundaries of the Gasco site's Final Project Area to ensure that all relevant technical information is considered and that the health and safety of the public and the environment are protected.

We appreciate your consideration of the scientific data we provided to you regarding ongoing sources and impacts from the NW Natural's Gasco site. For the reasons discussed above and at our meeting, we feel strongly about NW Natural's need to demonstrate source control at the Gasco site before any other work begins within RM 4-7 of the Portland Harbor Site; to do otherwise will result in recontamination of remediated areas, thereby extending the life cycle of the overall Site and unnecessarily increasing remedial costs..

We would like to continue our discussion regarding these issues. To that end, please let us know what dates are available for our Group to meet with EPA in February or March 2018. We also request that this letter and all presentation materials from the November 2 meeting be included in the administrative record for the Portland Harbor Superfund Site.

In the meantime, please do not hesitate to contact us directly if you have any questions or would like to further discuss the issues covered in the last meeting.

Yours truly,

Atlantic Richfield Company/BP

By: John Frankenthal/SW
John Frankenthal

Brix Maritime Co.

By: Michelle Ulick Rosenthal/SW
Michelle Ulick Rosenthal
Veris Law Group

Exxon Mobil Corporation

By: Deborah A. Edwards /EW
Deborah A. Edwards
Global Sediment Technical Lead

Shore Terminals LLC

By: Gregory Jacoby /EW
Gregory Jacoby
McGavick Graves P.S.

Toyota USA Inc.

By: Gary Gengel /EW
Gary Gengel
Latham & Watkins

Enclosure: References list.

cc: [all via e-mail]
Albert Kelly, EPA [kelly.albert@epa.gov]
Chris Hladick, Regional Administrator [hladick.christopher@epa.gov]
Davis Zhen, EPA Region 10 [Zhen.davis@epa.gov]
Michelle Pirzadeh, EPA Region 10 [Pirzadeh.michelle@epa.gov]
Sheryl Bilbrey, Region 10, Director of the Office of Environmental Cleanup [bilbrey.sheryl@epa.gov]
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Keith Johnson, ODEQ [keith.johnson@state.or.us]
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Jim McKenna, Portland Harbor Policy Analyst [Jim.J.McKenna@oregon.gov]
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Julie Weis, Haglund Kelley LLP [weis@hk-law.com]
Bob Wyatt, NW Natural [rjw@nwnatural.com]
Ilene Munk, counsel for Siltronic [imunk@foleymansfield.com]
Myron Burr, Siltronic [Myron.burr@siltronic.com]
Priscilla Hampton, counsel for Kinder Morgan [phampton@perkinscoie.com]
Scott Coffey, CDM Smith [coffeyse@cdmsmith.com]
Eric Blischke, CDM Smith [blischkee@cdmsmith.com]

List of References:

1. NewFields June 10, 2015 Uhler A. and Krahforst K. *The nature and sources of PAH in sediments in the vicinity of the former Exxon Mobil terminal (2014 investigation)* [submitted March 2016]
2. NewFields March 9, 2016 Uhler A. and Krahforst K. *Concentrations and character of PAH in sediments in the proposed remedial alternatives area of the Portland Harbor Superfund site, River Miles 5-6 (2015 investigation)* [submitted March 2016]
3. NewFields August 26, 2016 Uhler A. *PAH chemical signatures – Portland Harbor Superfund site, River Miles 5-6 area*
4. NewFields January 24, 2017 Uhler A. *Evaluation of Northwest Natural (GASCO) 2010 Alkylated PAH sediment data - Portland Harbor Superfund site, River Miles 5-6 area*
5. NewFields March 5, 2015 Nuwer J. and Chin A. *Portland Harbor storm water – task 2: PAH loading estimates*
6. NewFields August 26, 2016 Nuwer J. *Portland Harbor storm water – areas of interest loading estimates*
7. NewFields October 17, 2016 Nuwer J. *Portland Harbor storm water loading study – conceptual approach*
8. NewFields December 16, 2016 Nuwer J. *Portland Harbor storm water investigation – cost estimate*
9. NewFields, May 1, 2017 Johnson J. *Evaluation of MGP waste in association with Willamette River contamination - GASCO former MGP facility*
10. Haley & Aldrich, Inc. July 13, 2017.
11. Helder Costa and Laura McWilliams, Ph.D. Evaluation of Pyrogenic Source Signatures in Willamette River Sediments.
12. Exponent, December 27, 2012. PAH Characterization Study for Kinder Morgan Energy Partners, LP. Paul Boehm and Kirk O'Reilly.
13. Paul Lundegard, Ph.D., December 6, 2011. Sources of PAH in Portland Harbor/Willamette River Sediment – West Side Sediment between River Mile 3 and 9.
14. FlowScience, John List. March 3, 2017. PAH Fingerprinting Analysis for Portland Harbor Superfund site, River Mile 4-6. (Attachment 4 to Toyota Motor Sales' Lack of Nexus Statement Letter to EPA dated March 2, 2017).

Technical presentations given during meeting on November 2, 2017:

1. NewFields, Dr. Al Uhler, Ph.D. Forensic Chemistry – Nature of PAH in Sediments, Portland Harbor Superfund Site, River Miles 6.9 to 5, November 2, 2017. (PPT file).

2. Haley & Aldrich, Laura McWilliams, Ph.D. and Helder Costa. Pyrogenic PAH Source Evaluation, Willamette River Sediments, Portland Harbor Superfund Site, November 2, 2017 (PPT file).

3. NewFields, Jon Nuwer and Jeffrey Johnson. DNAPL and Stormwater Source Control Concerns, NW Natural Facility, November 2, 2017. (PPT file and associated movie files).

Message

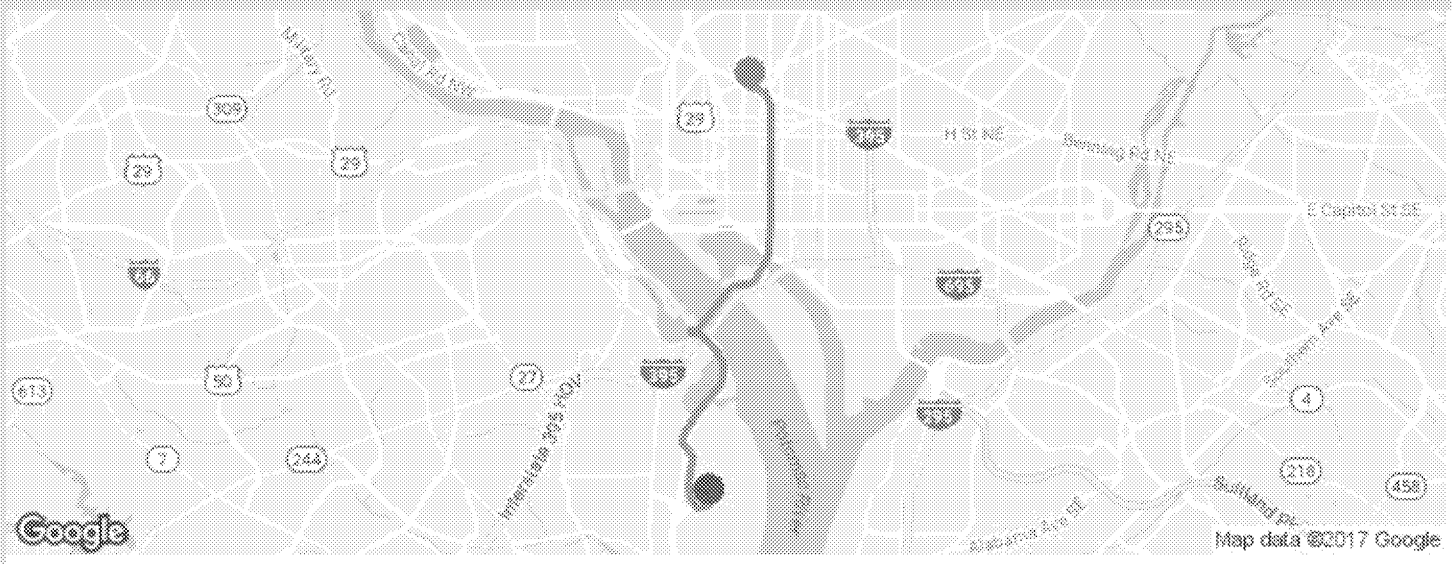
From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 9/15/2017 2:57:43 PM
To: Kell Kelly - SpiritBank (Ex. 6 Ex. 6 ; Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Your Friday morning trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Tandy Donald **On Behalf Of** Albert 'Kell' Kelly
Sent: Friday, September 15, 2017 9:52 AM
To: Kell Kelly - SpiritBank (Ex. 6 < Ex. 6 ; 'Kelly, Albert' <kelly.albert@epa.gov>
Subject: FW: Your Friday morning trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Friday, September 15, 2017 4:09 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Friday morning trip with Uber



[redacted]

UBER

$29.67

Thanks for choosing Uber, Albert

September 15, 2017 | uberX

04:56am | Ex. 6

05:08am | 1 Aviation Cir, Arlington, VA

Ex. 6

You rode with Tyrone

4.99	00:12:05	uberX
miles	Trip time	Car

Add a tip

Your Fare

Trip fare	29.67
Subtotal	$29.67

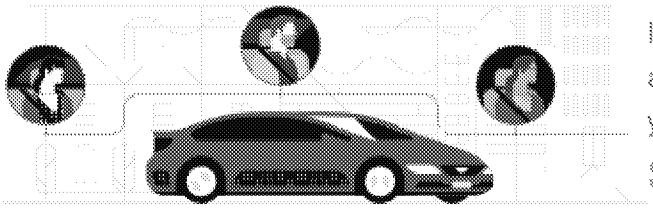
CHARGED

VISA Personal **** Ex. 6

$29.67

Issued by Rasier

Receipt ID # 6ba6ed26-ea8f-41c9-a67c-6d8f10090c99



Invite your friends and family. Get a free ride worth up to $10 when you refer a friend to try Uber.

Share code: albertk1016ue

UBER

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

For trips within the District of Columbia, you may contact DFHV at (202) 645-7300 or bit.ly/DFHV-Complaints if you believe your operator violated District law.

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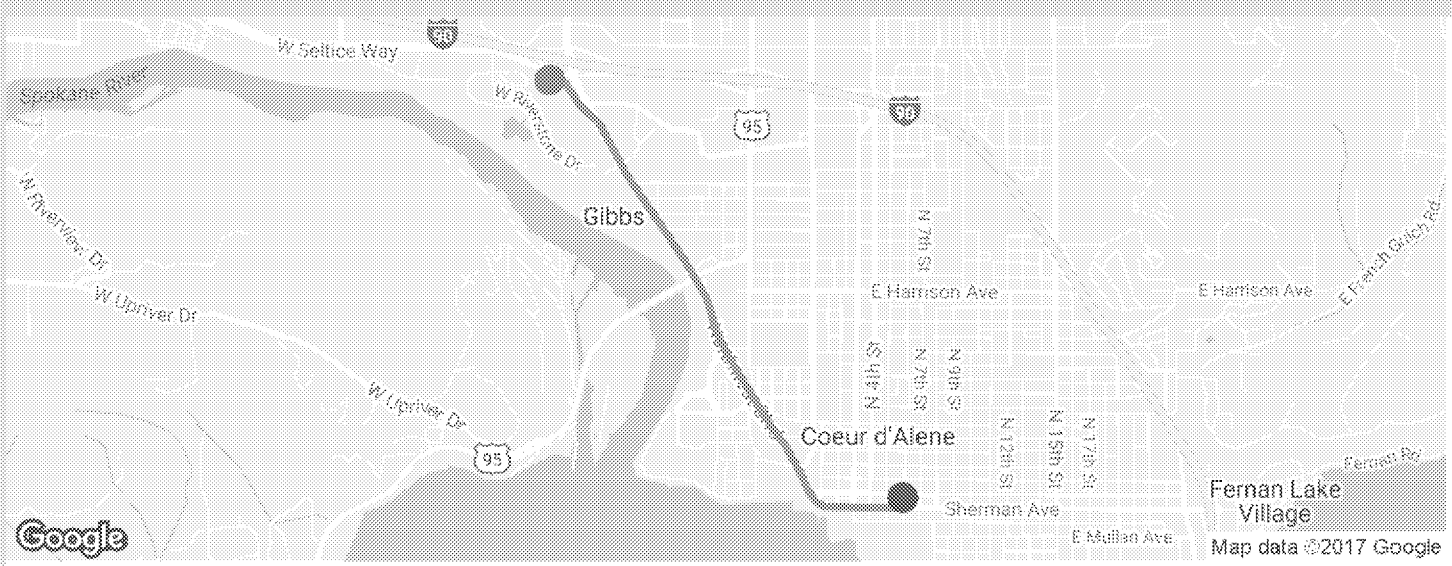
Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/22/2017 6:09:41 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Your Wednesday afternoon trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Thursday, August 17, 2017 11:16 PM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Wednesday afternoon trip with Uber



[redacted]

UBER

$10.45

Thanks for choosing Uber, Albert

August 16, 2017 | uberX

03:52pm | 2300 W Seltice Way, Coeur d'Alene, ID

04:01pm | 108-172 6th St, Coeur d'Alene, ID

Ex. 6

You rode with Charles

2.49	00:08:33	uberX
miles	Trip time	Car

Add a tip

Your Fare

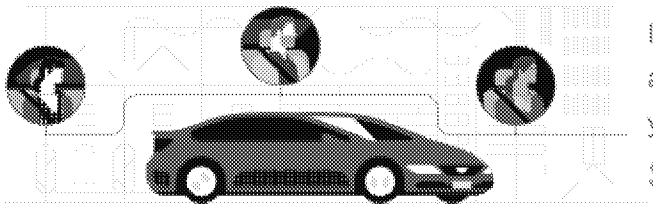
Trip Fare	8.25
Subtotal	$8.25

Tolls, Surcharges, and Fees 2.20

CHARGED

$10.45

Personal •••• Ex. 6



Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

UBER

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

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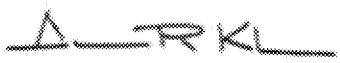
Message

From: Gilli, Cheryl (GE Corporate) [cheryl.gilli@ge.com]
on behalf of Klee, Ann (GE, Corporate) [Ann.Klee@ge.com]
Sent: 2/13/2018 3:10:17 PM
To: Jackson, Ryan [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=38bc8e18791a47d88a279db2fec8bd60-Jackson, Ry]; Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: Letter to Administrator Pruitt regarding Housatonic Rest of River
Attachments: Pruitt letter.pdf

Today, I sent the attached letter to Administrator Pruitt in response to the February 8 letter from Senator Warren, Senator Markey, and Congressman Neal. That letter concerned the plans for cleanup of Housatonic River in the "Rest of River" area and the Environmental Appeals Board's recent decision requiring the Agency to reconsider its analysis of disposal options for that project. GE's letter reaffirms our full and consistent commitment to a comprehensive clean-up of the Housatonic Rest of River that protects human health and the environment. The letter also expresses our commitment, during the remand, to work collaboratively with EPA and other parties in assessing the possibility of a better approach that accelerates the cleanup of the Housatonic Rest of River. Please let me know if I can be of any assistance.



Ann R. Klee
Vice President
Global Operations - EHS

41 Farnsworth Street
Boston, MA 02210

T 617 443 3004
www.ge.com

February 13, 2018

The Honorable Scott Pruitt
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, D.C. 20460

Re: Housatonic Rest of River

Dear Administrator Pruitt:

I am writing regarding the February 8, 2018 letter you received from Senator Warren, Senator Markey and Congressman Neal about the Housatonic River. We all agree about the importance of cleaning up the Housatonic Rest of River. GE is fully committed to a comprehensive clean-up that protects human health and the environment. That's why GE, together with EPA, conducted a clean-up of the first two miles of the Housatonic, and GE has spent hundreds of millions of dollars on environmental remedial projects at the former GE plant in Pittsfield and surrounding areas in Berkshire County. Here too, GE has consistently stated that it is prepared to undertake a significant dredging project to address the Rest of River.

However, the delegation letter highlights one area of disagreement: Where to dispose the soil and sediment removed from the Housatonic Rest of River and its floodplain? EPA has recognized that "on-site" disposal options can be effective.[1] GE has demonstrated that there is no technical or rational reason to transport this material hundreds, or thousands, of miles to another state when there are safe local disposal options. On-site disposal options reduce the risk associated with long distance transport (e.g. transportation accidents[2]) and prevents other consequences (e.g. increased

[1] EPA has stated a properly designed on-site disposal facility "would provide high levels of protection to human health and the environment..." EPA Region 1's Statement of Basis for Proposed Remedial Action for the Housatonic River "Rest of River" (June 2014) at page 35. James Murphy, EPA spokesperson, "EPA considers a local, capped landfill for PCB disposal 'just as safe' as a distant facility." The Berkshire Eagle, December 21, 2015.

[2] Out-of-state disposal results in tens of thousands of truck trips, or >10,000 rail cars, to a distant commercial landfill creating the risk of transportation related accidents and resultant injuries or fatalities. U.S. EPA Region 1 Response to Comments on Draft Permit Modification and Statement of Basis for EPA's Proposed Remedial Action for the Housatonic River "Rest of River" GE-Pittsfield/Housatonic River Site (October 2016 at pgs. 256-257). Comments of the General Electric Company on U.S.

air emissions[3]) impacting the communities along the way. In addition, while GE is committed to spend hundreds of millions of dollars to clean the Housatonic Rest of River, it is arbitrary to require GE to spend an additional $250 million dollars[4] to move soil and sediment to another state because that is the preference of the state where the material exists.[5]

Finally, GE believes EPA's decision to require out-of-state disposal is inconsistent with the law and the judicially-approved Consent Decree that legally binds EPA. GE appealed this disposal issue, among others, to the Environmental Appeals Board (EAB), while maintaining our overall commitment to a comprehensive cleanup. As the delegation's February 8th letter indicates, the EAB agreed that the EPA Region 1 disposal analysis was flawed and remanded the permit to reconsider the out-of-state disposal requirement.

The EAB decision on reconsideration provides an opportunity for the parties to assess the situation and whether there may be a better approach that accelerates the cleanup of the Housatonic Rest of River and avoids the unnecessary risks and costs of out-of-state disposal. We don't want to prejudge the outcome of this assessment, and respectfully request that you decline the letter's invitation to do so at this time.

GE stands ready to work with you to bring the parties together to reach a common-sense solution that will expeditiously clean the Housatonic Rest of River while protecting human health and the environment.

Sincerely,

Ann R. Klee
Vice President
Environment, Health and Safety

Environmental Protection Agency New England Region's Draft RCRA Permit Modification and Statement of Basis for Proposed Remedial Action for the Housatonic River – Rest of River (October 2014– Table 6).

[3] For example, out-of-state disposal results in tens of thousands of tonnes of additional greenhouse gas emissions as compared to on-site disposal (U.S. EPA Region 1 Response to Comments on Draft Permit Modification and Statement of Basis for EPA's Proposed Remedial Action for the Housatonic River "Rest of River" GE-Pittsfield/Housatonic River Site (October 2016 at pgs. 243-244). Comments of the General Electric Company on U.S. Environmental Protection Agency New England Region's Draft RCRA Permit Modification and Statement of Basis for Proposed Remedial Action for the Housatonic River – Rest of River – Table 3).

[4] EPA Region 1's Response to Comments on Draft Permit Modification and Statement of Basis (October 2016) at pg. 267 and Comments of the General Electric Company on U.S. Environmental Protection Agency New England Region's Draft RCRA Permit Modification and Statement of Basis for Proposed Remedial Action for the Housatonic River – Rest of River at pg. 25.

[5] The Senate Report underlying Section 104(c)(9) of CERCLA stated: "While everyone wants hazardous waste managed safely, hardly anyone wishes it managed near them, This is the NIMBY syndrome (not in my backyard). Yet, if the (RCRA) and Superfund programs are to work – if public health and the environment are to be protected – the necessary sites must be made available." S. Rep. No. 11, 99th Cong., 1st Sess. (1985) at 23..

Message

From: Anne Fitzpatrick [AFitzpatrick@Geosyntec.com]
Sent: 8/9/2017 3:32:10 AM
To: Blischke, Eric [blischkee@cdmsmith.com]; Ebright, Stephanie [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6fe08cfbe17940aabd4d999a19eada04-Ebright, Stephanie T.]; Gustavson, Karl [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=242318f48f264976aeeb0008f0a44210-Gustavson, Karl]; Cora, Lori [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c8850941bf1540c796559dce75c2f5ee-Cora, Lori]; Scott Coffey [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=user0c39210c]; Sheldrake, Sean [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=d16e2780a4094bba82daaa5283a71572-Sheldrake, Sean]; Zhen, Davis [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2a43e2ddfd444abbb0329c0a17d06ec9-Zhen, Davis]; Chris Bozzini (Chris.Bozzini@pgn.com) [Chris.Bozzini@pgn.com]; Christine L. Hein (chein@ringbenderlaw.com) [chein@ringbenderlaw.com]; Dave Roberson (Dave@demaximis.com) [Dave@demaximis.com]; 'David C. Weber' [DWeber@bdlaw.com]; Debbie Deetz Silva (Debbie.Deetz.Silva@evrazna.com) [Debbie.Deetz.Silva@evrazna.com]; denise.fellers (denise.fellers@morganlewis.com) [denise.fellers@morganlewis.com]; Edwards, Deborah A [deborah.a.edwards@exxonmobil.com]; Eileen Tierney (Eileen.Tierney@evrazna.com) [Eileen.Tierney@evrazna.com]; Elizabeth Weaver (elizabeth.weaver@nortonrosefulbright.com) [elizabeth.weaver@nortonrosefulbright.com]; Fred WOLF (frederick.wolf@total.com) [frederick.wolf@total.com]; greg.christianson (greg.christianson@morganlewis.com) [greg.christianson@morganlewis.com]; Howard Cumberland [hcumberland@Geosyntec.com]; J.W. Ring (JWRing@ringbenderlaw.com) [JWRing@ringbenderlaw.com]; Jason Conder [JConder@Geosyntec.com]; jim.dragna (jim.dragna@morganlewis.com) [jim.dragna@morganlewis.com]; joseph.drapalski (joseph.drapalski@nortonrosefulbright.com) [joseph.drapalski@nortonrosefulbright.com]; Karen TRAEGER (karen.traeger@external.total.com) [karen.traeger@external.total.com]; Linda Baker [lbaker@integral-corp.com]; Loren R. Dunn (LDunn@bdlaw.com) [LDunn@bdlaw.com]; mcusma@schn.com [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f0893ea4892247d181eb8d07bba0b3f5-mcusma@schn.com]; psaba (psaba@schn.com) [psaba@schn.com]; Racioppi, Len M [len.m.racioppi@exxonmobil.com]; Scott Rowlands [srowlands@Geosyntec.com]; Vaughan, Kevin J [kevin.j.vaughan@exxonmobil.com]; Betsy Ruffle [betsy.ruffle@aecom.com]
CC: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: Slide deck from 8/2/17 pre-RD scoping mtg
Attachments: PPT_08-02-17 MtgwEPA_send EPAopt.pdf

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Dear Sean et al,
Attached is a copy of the slide deck from last week's Pre-RD scoping meeting on August 2, 2017 for your reference.

Regards,
Anne

Anne Fitzpatrick, LHG
Senior Principal

Geosyntec Consultants
520 Pike Street, Suite 1375
Seattle, WA 98101
Direct: Ex. 6
Office: 206-496-1450
Cell: Ex. 6
Email afitzpatrick@geosyntec.com

www.Geosyntec.com

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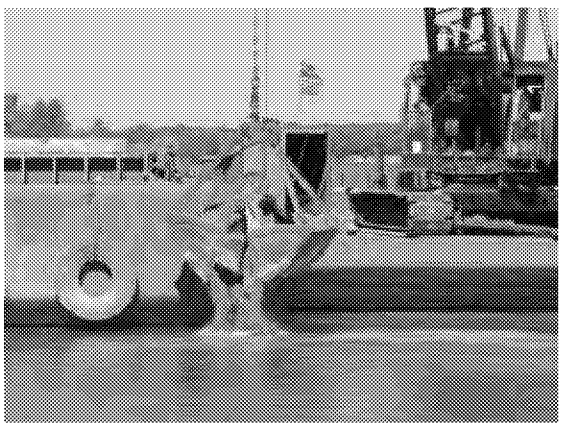

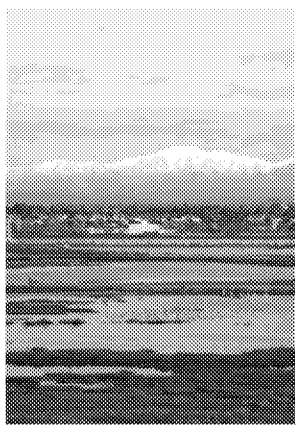

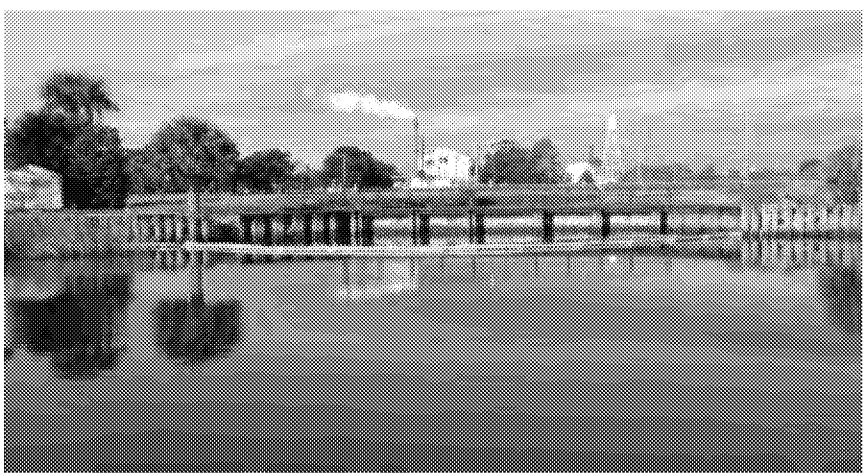

Pre-RD Group Investigation and Baseline Sampling Design Discussion

August 2, 2017

(8/8/17 clarifications added in yellow highlight)

Presentation to EPA R10

Anne Fitzpatrick and Jason Conder, Geosyntec; Betsy Ruffle, AECOM

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August 2 Meeting Agenda

- Review DQOs and overall objectives
  - DQOs
  - Where do we have alignment
- SMA Delineation and Allocation Support
- Other Technical Discussions
  - Downtown Reach and Sediment Traps
  - Surface Water and Analytes
- Redline edits to the draft AOC and Statement of Work
- Alignment and Next steps

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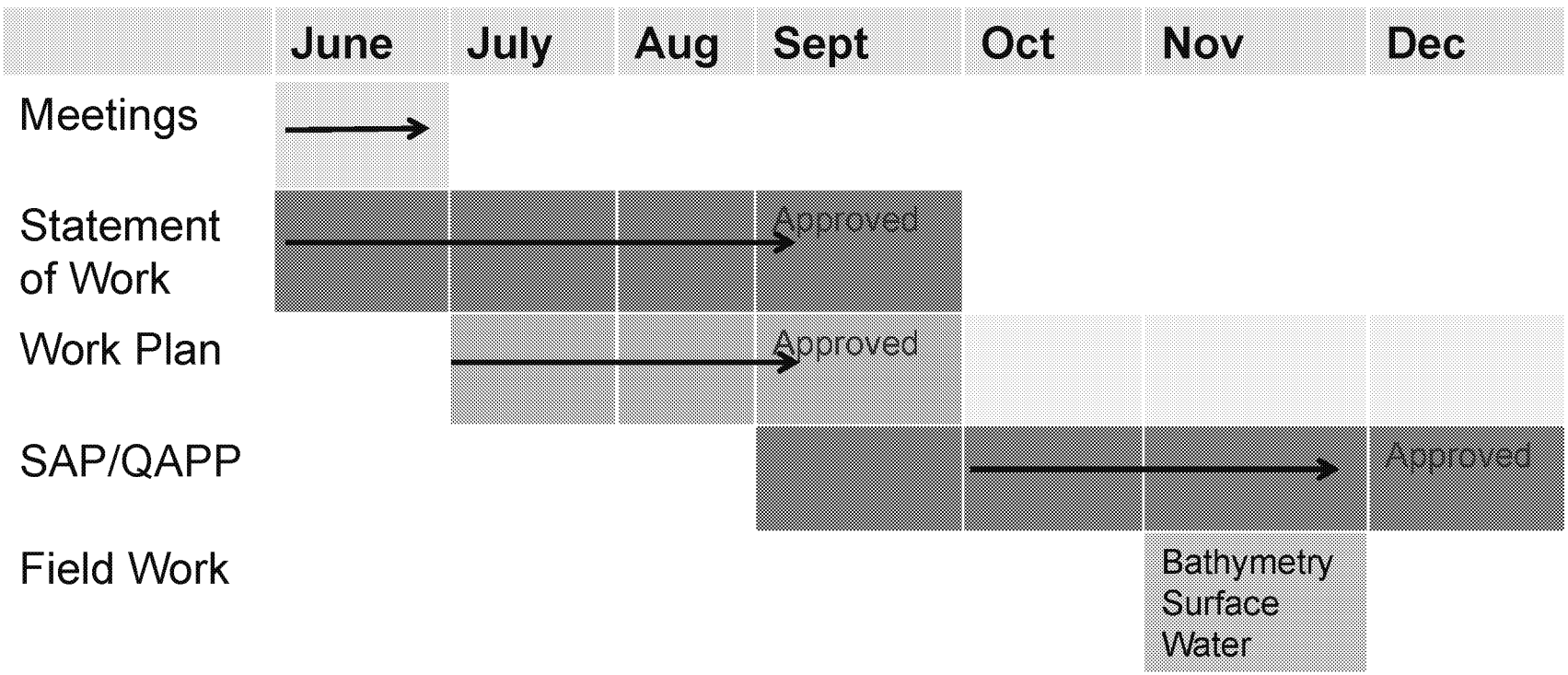
2017 Schedule



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Data Quality Objectives

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DQO Alignment

Task	Pre-RD Group DQOs				EPA Conceptual Sampling for Baseline and SMAs
	SMA Footprint	Site-wide and Segment-wide Trends	Upstream Background Conditions (3)	Inform Future ICs	
Site-wide Bathymetry	X				
Surface Sediment Sampling	X	X (1,2)	X		X
Fish Tissue Sampling (SMB)		X	X	X	X
Surface Water Sampling		X	X		X
Subsurface Sediment Coring	X				
Fish Acoustic Tracking Study				X	
Camera Survey of Anglers				X	
Porewater Sampling Upstream			X		

Notes:

(1) Evaluate trends by comparing the 2018 dataset to the 2004 dataset and other relevant datasets from the last 10 to 20 years.

(2) We could adapt the 200 site-wide samples to meet EPA plan – unbiased, stratified random design per 8 segments.

(3) Upstream and Downtown Reach (combined) represent what is coming into the site and what is achievable [new bullet],

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Where Do We Have Alignment

purple font = additional topics for discussion today

	Pre-RD Group Plan	EPA Plan	Description
Site-wide Bathymetry	X		Site-wide coverage
Surface Sediment Sampling	X	X	Adjust to unbiased robust sampling program for 8 segments plus SMA sampling at 300 ft spacing for allocation, focused COCs
Fish Tissue Sampling (SMB)	X	X	SMB tissue sampling for focused COCs for trend analysis; whole body and calculate fillet; discuss Downtown Reach
Anadromous and Migratory Fish and Other Biota Tissue		X	Not proposed
Surface Water Sampling	X	X	8 transects, 3 events, 3 samples per transect, for trend analysis, focused COCs, use passive samplers, discuss DLs/analytes
Subsurface Sediment Coring	X	X	90 SMA cores to fill data gaps needed for allocation, 2 ft increments, focused COCs, TOC, grain size
Fish Acoustic Tracking Study	X		See memo, results will inform tissue data analysis and use of SMB to monitor remedy effectiveness
Camera Survey of Anglers	X		See memo; results could be useful for development of ICs
Porewater Sampling Upstream	X		8 stations, metals, help determine PW background for COC metals
Downtown Reach		X	Move some samples into Downtown Reach in fine-grained areas, focused COCs
Sediment Traps		X	Consider 2 traps at upstream transects RM 11.8 and RM 16, 3 events, focused COCs, line of evidence for COC migration into site

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Surface Sediment Plan new Geostats

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Surface Sediment Plan

Progress and Potential Alignment

- 580 samples total
  - 320 unbiased (randomly placed) samples
    - 40 unbiased samples/segment (8 segments)
  - Same SMA sample density as original plan
    - Note: The 80 unbiased samples located in the SMAs also serve SMA delineation data needs

Sample Plan	Unbiased samples			Samples used for SMA Delineation		Total Samples (Total Unbiased + Additional SMA samples)
	Unbiased samples in SMAs	Unbiased samples outside SMAs	Total Unbiased Samples (inside + outside SMAs)	Additional samples added to SMAs to increase sampling density	Total Samples in SMAs (SMA samples + Unbiased samples in SMAs)	
484 Plan	50	150	200	284	334	484
Revised Plan	**80**	**240**	**320**	**260**	**340**	**580**

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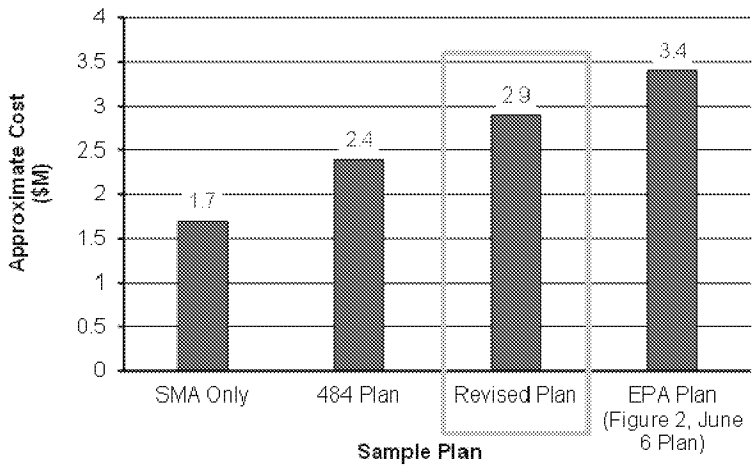
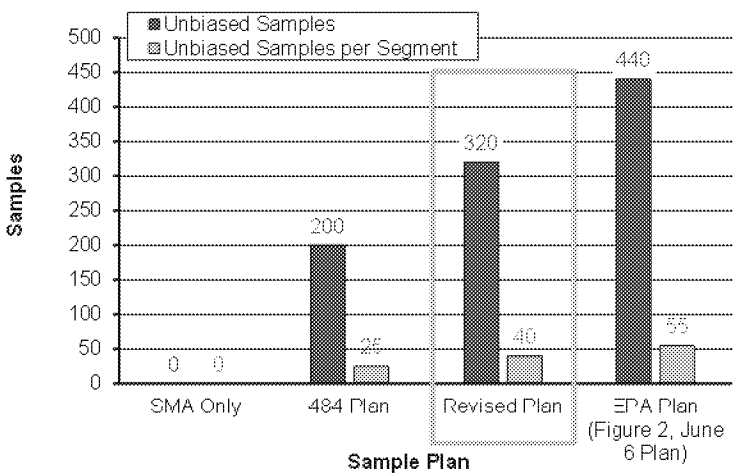
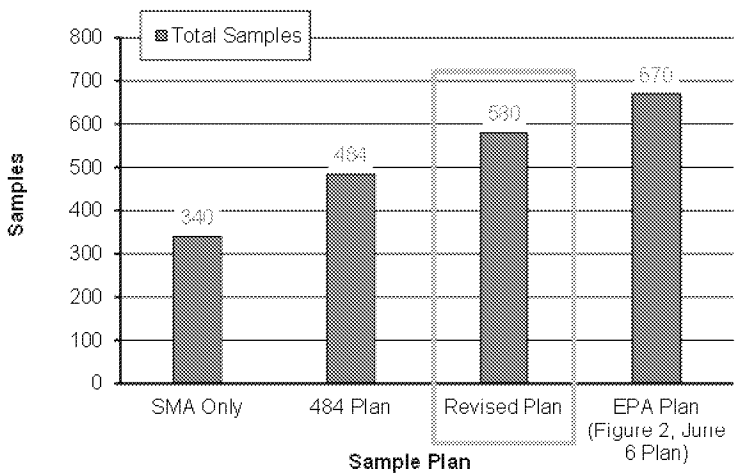
Overview of Revised Plan Approach

- Recommendation
  - Maintain original SMA sampling approach
  - Add 120 unbiased samples to the original 484 plan
- Features
  - Mid-way effort between 484 and EPA plan
  - Improves power for Pre-RD data objectives
  - Addresses EPA data objectives to reasonable degree







*Sample plan, sizes, and costs in these slides for the Site (River Mile 1.9 to River Mile 11.8).

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Revised/Proposed Plan: Changes

- Split 4 segments to 8 segments, split down the middle of river
  - Rolling river miles not necessary for recovery trends over time
  - Segments may get optimized in the future with composite sampling
- Add 120 unbiased samples to improve power in 8 segments
- Re-occupy 2004 locations (~100 locations)
  - Enable comparisons to 2004
- Stratification of unbiased samples: higher sample numbers in shoals relative to navigational channel

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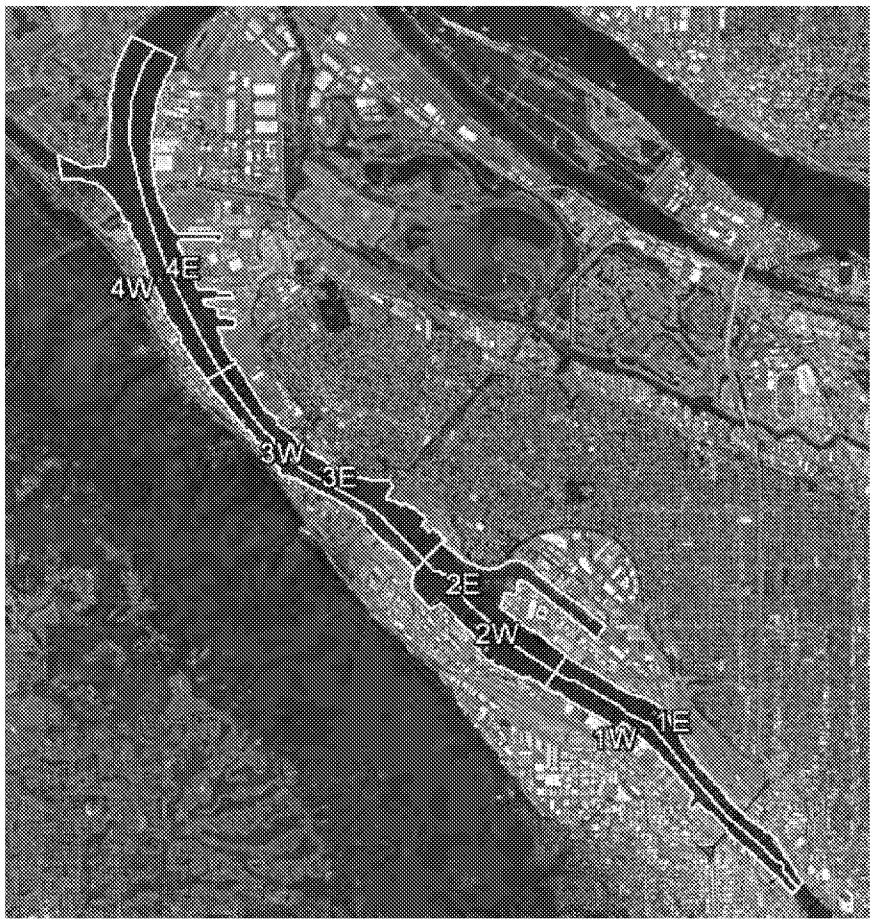
Revised/Proposed Plan: Evaluation

- Evaluated the plan's ability to address Data Quality Objectives (next slide)
- Evaluation for each of the 8 segments* using power analysis/Monte Carlo simulations similar to that used by EPA (Appendix A of June 6 sampling plan)
  - See supporting slides



*Compromise plan is also sufficiently robust to analyze Swan Island Lagoon as a subset of Segment 2E.

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Data Quality Objectives

Data Quality Objectives	Approach		Resolution	Revised Plan
	Pre-RD Group	EPA		
Delineate SMAs	Pre-RD investigation (this effort), then more detailed sampling based on initial results; Expected precision of +/- ~30% in SMAs	Full-high resolution delineation	Keep to Pre-RD characterization and note high-resolution will likely follow	✓ Plan will eventually satisfy both approaches
Recovery Trends	Compare 2004 data to 2018 data; Looking for large differences (~40%) over 14-year period	Compare 2018 data to future data, compare future time points; Looking for large differences (~40%) over 10-year period	Use unbiased data approach for 8 segments, but also re-occupations of 2004 locations, same precision desired	✓ Satisfies precision objective and EPA desire for unbiased approach
SWACs	Update SWACs; SWACs should be as/more precise than previous SWACs	None stated	None needed	✓ Satisfies objectives
Pre- vs Post-remedy Comparisons	Detect large differences (40%) for segments with significant SMA coverage (e.g., 20% or more remediation)	Detect slight differences (20%) in all segments	Pre- vs Post-remedy differences should be large in the most significant segments, 40% precision is adequate	✓ Satisfies objective with sample sizes optimized for expected differences
Post-remedy vs Background Comparisons	None stated	Equivalency Evaluation (90% UCL on Equivalency value should be less than ~1.5 assuming equivalent post-remedy conditions)	None needed	✓ Satisfies objectives

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Summary/Discussion
Sampling Plan and Benefits

- Improves statistical power of original 484 plan in developing SWACs and quantifying natural recovery since 2004, and allows an improved 8-segment spatial scale analysis
- Incorporates EPA's DQOs for pre- vs post-remedy comparisons and post-remedy vs background comparisons
- Captures recent technical progress made during the "statistical group" discussions:
  - Evaluation of sampling plans on the basis of 8 segments
  - Randomized placement method with some shift to re-occupy 80-100 of the 2004 stations
  - Stratification of the unbiased samples between navigational channel and shoals
- Represents a reasonable compromise to balance sampling costs and effort with statistical power to address critical DQOs

	Pre-RD Group Plan	EPA Plan	Description
Surface Sediment Sampling	X	X	Adjust to unbiased robust sampling program for 8 segments plus SMA sampling at 300 ft spacing for allocation, focused COCs

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SMA Sampling

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SMA Sampling Plan

- Current SMA sampling plan (~334 surface samples, 90 cores) is sufficient for a scoping-level analysis of SMA
  - Statistical power analysis shows count is robust
  - Responsive to requests of allocation team and meets needs of allocation group (confirmed)
  - Re-baseline the SMA footprints to evaluate current conditions and run these data through the decision tree

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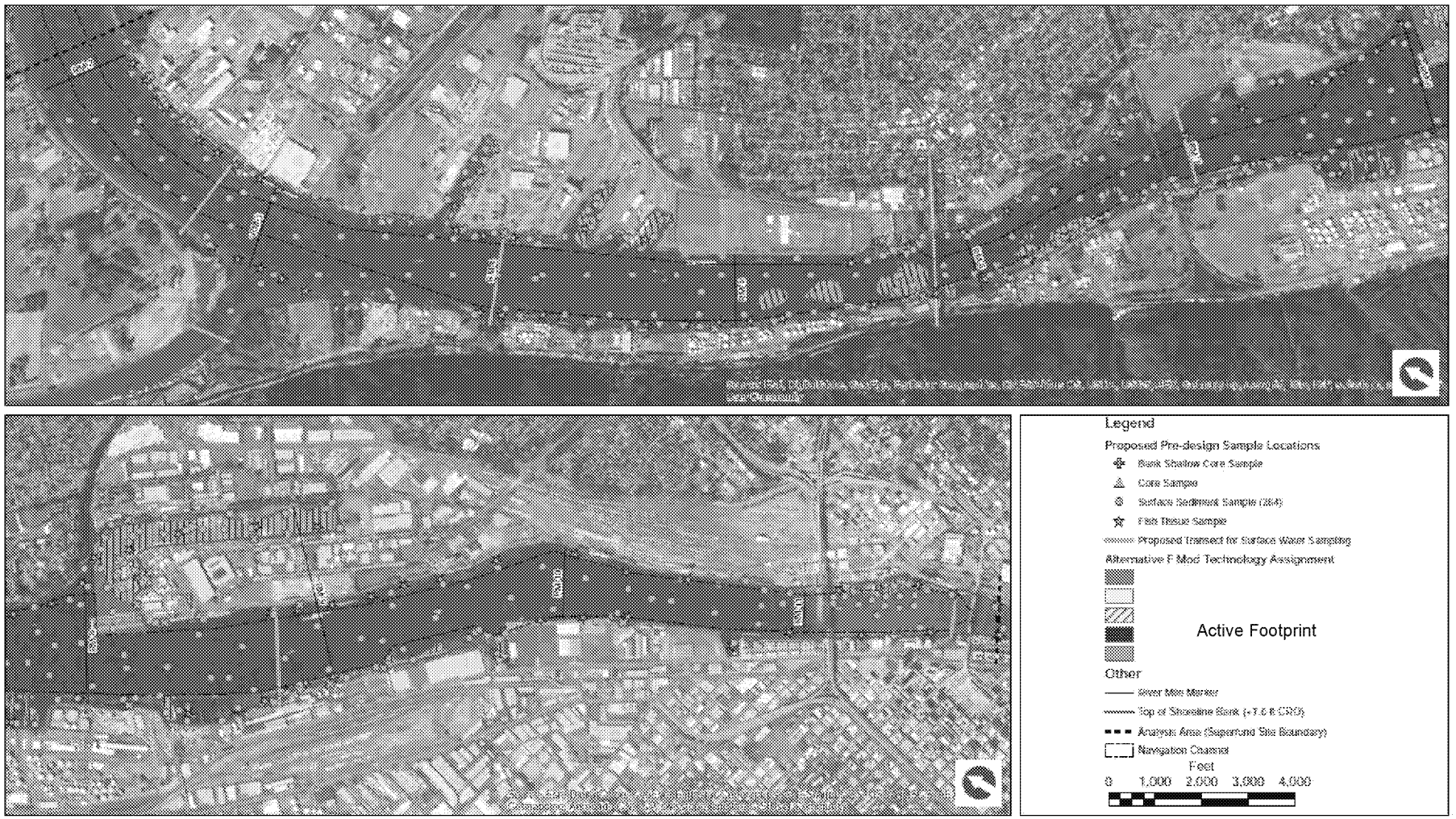
Entire Program

Surface sediment, cores, fish tissue, and surface water (approximate locations)



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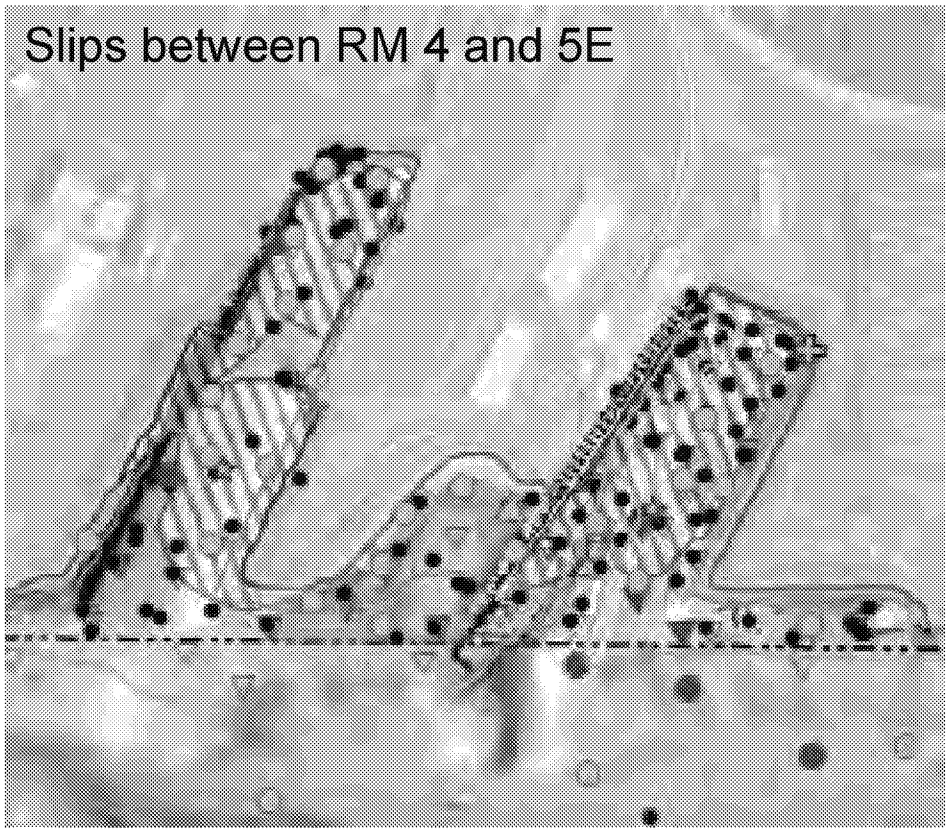
Rationale for Grab Placement in SMAs

- Several considerations
  - Regular spacing/ coverage across active footprint (~250 ft)
  - Re-occupy some old stations
  - More stations near steep chemical gradients to reduce uncertainty



Orange = proposed
Pink = recent sampling since the RIFS
Triangles = cores
Circles = grabs

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Rationale for Core Placement

- Several considerations
  - Lack of horizontal samples at boundaries, ~300 ft spacing
  - Strong concentration gradient over short distance
  - New nearshore areas included in Alt F Mod
  - Isolated active areas/blobs proposed for dredging but without any subsurface data
  - Tag bottom, define vertical extent
- Rely on best professional judgment
- *Note: plan not optimized with surface grab or recently completed studies (Swan Island, RM 5-6, RM 11E)*

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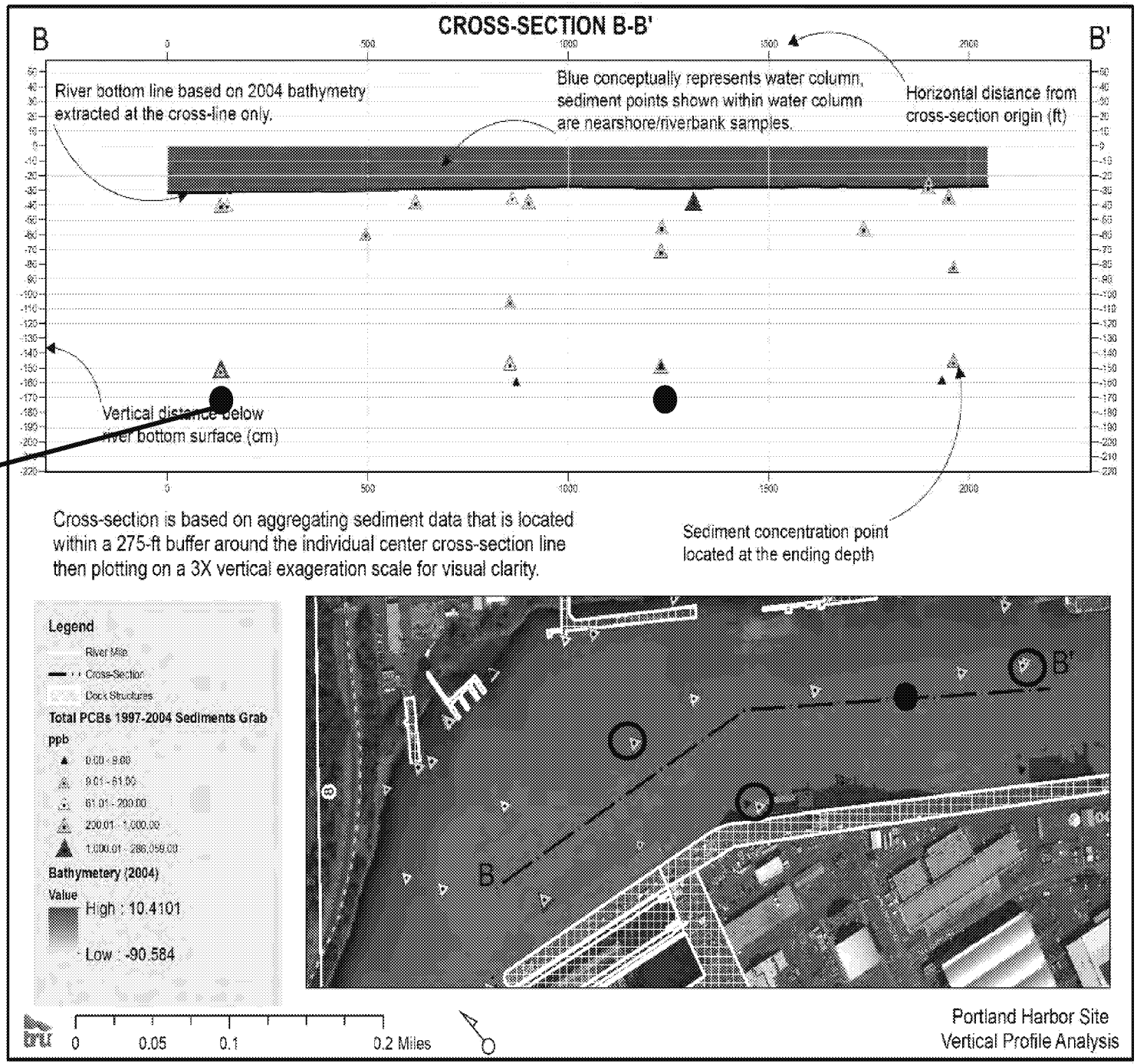
Approach: Vertical Profile Core Analysis

Proposed Vertical Control Sampling Location



● Proposed Core Location

○ Existing Core location

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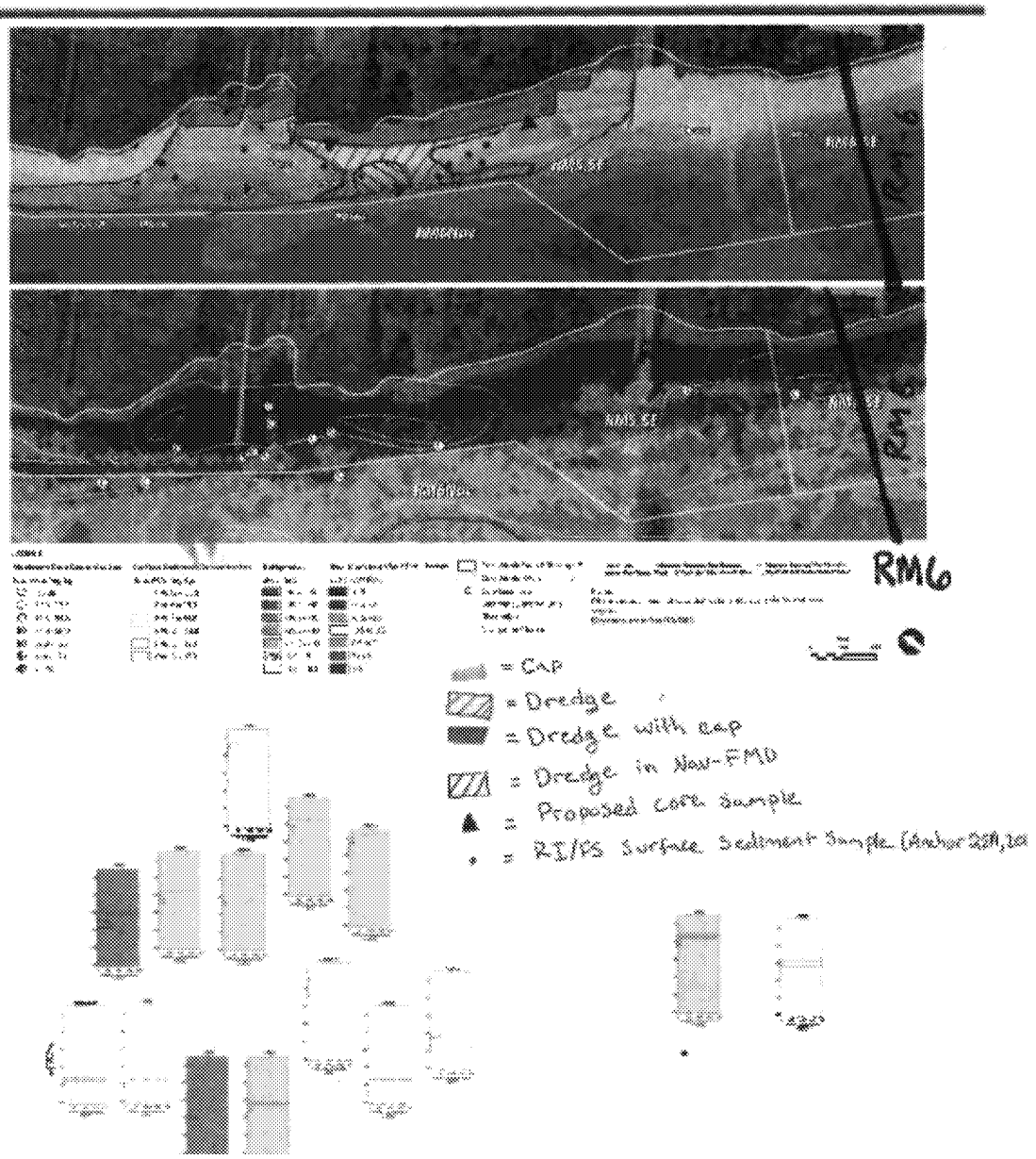
Proposed Core Locations – *Example RM 5.5E*

Figure 3.4-27i.
Total PAH Depth of Contamination Core Profiles - RM5.5E



- No existing cores in dredge footprint
- 1 core nearby horizontal and vertically bounded to 10 ft

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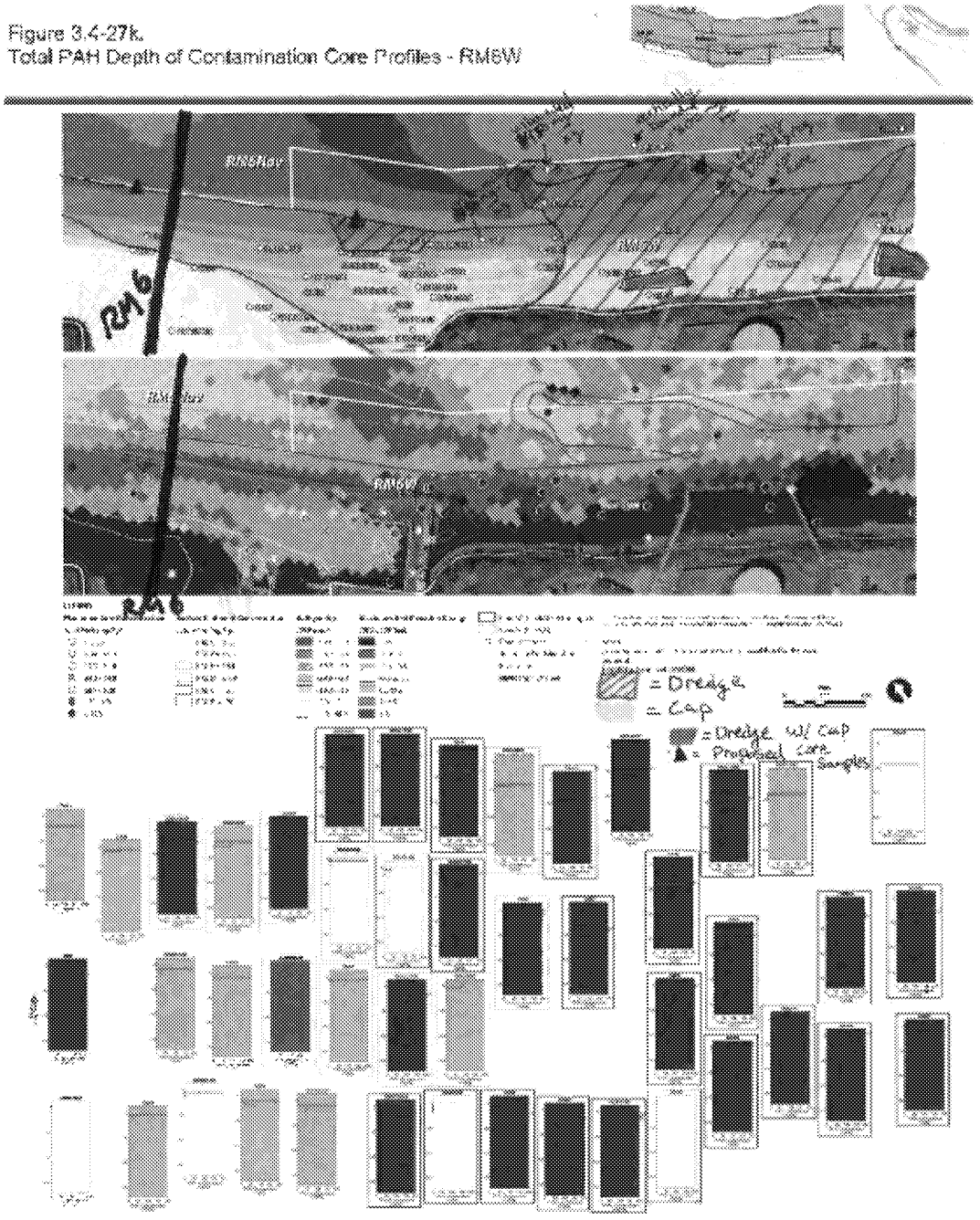
Figure 3.4-27k.
Total PAH Depth of Contamination Core Profiles - RM6W



Reason for Cores: need horizontal delineation along Nat. Channel, also need

Proposed Core Locations – *Example RM 6W*

- Lots of cores, so focus on boundaries and gradients
- On left side – add core at edges and within dredge footprint
- On right side - refine gradient between max PAH concentration of 3000 to ~1000 mg/kg
- Spacing is about 230 ft
- Could optimize the spatial coverage

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Figure 3.4-26s.
PCB Depth of Contamination Core Profiles - RM9W

Proposed Core Locations – *Example RM 9W*

- Fill data gap to refine vertical and horizontal extents in dredge area
- All cores vertically unbounded except for C492 which was shortest core
- Data gap - no cores in shallow area
- LWMC24 had conc >750 ppb PCB but vertically unbounded and >400 ft from shore
- Also, no bathymetry nearshore (data gap)

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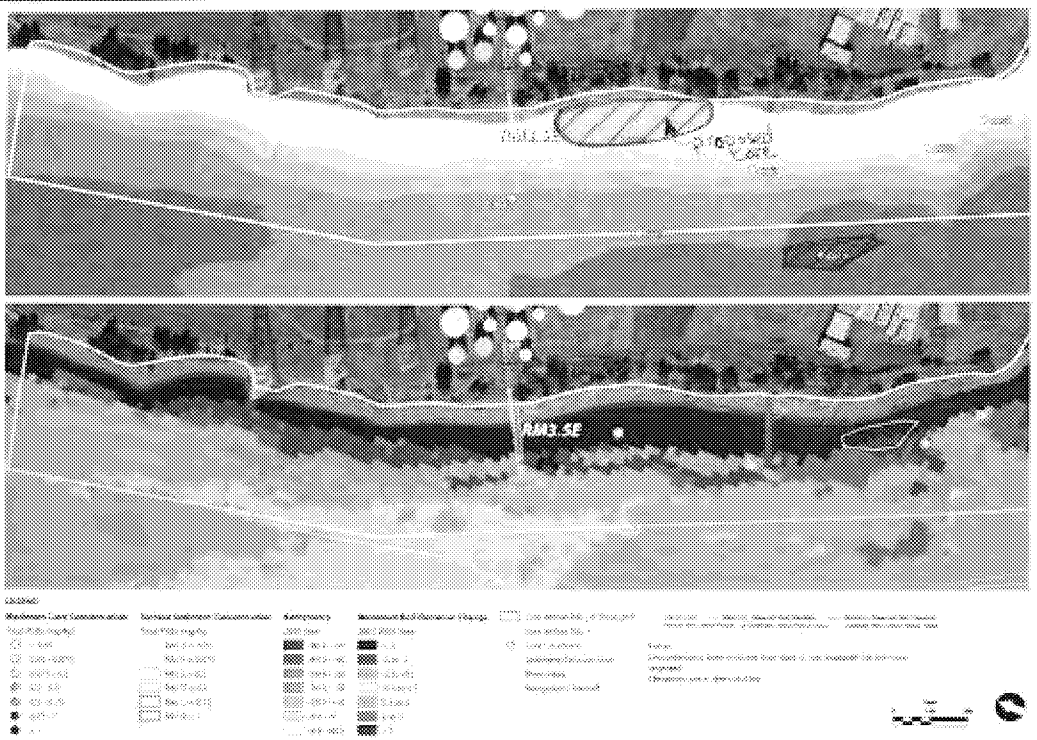
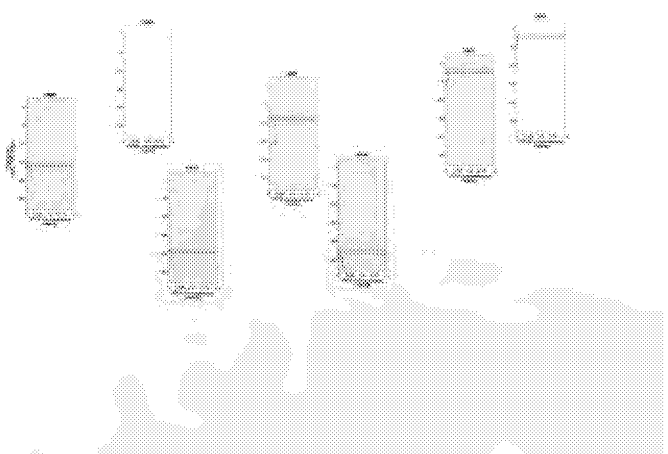
Figure 3.4-26c.
PCB Depth of Contamination Core Profiles - RM3.5E

Proposed Core Locations – *Example RM 3.5E*



- Isolated area with no existing cores in dredge footprint



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Proposed Core Locations –
Example RM 5 to 6Nav – good coverage already exists

Orange = proposed
Pink = recent sampling since the RIFS

Triangles = cores
Circles = grabs

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Overview: Sediment Sampling

- The Pre-RD group scope satisfies DQOs for SMA delineation and baseline dataset to evaluate recovery trends
- Pre-RD Group scope for SMA delineation is sufficient (and will be further augmented with additional sampling)
  - Sediment core density sufficient for allocation
  - EPA effort is 100% design level (to be completed later)
- Willing to discuss unbiased sampling plan in 8 segments based on recent discussions with John Kern, EPA consultant
- New data will go through decision tree to refine the SMA footprints; including a re-evaluation of Alt F mod footprint reflecting new data

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Summary/Discussion *of SMA sampling plan*

- Pre-RD scope in SMA areas:
  - 334 grab samples
  - 90 cores in SMA
- Sample count sufficient for allocation and reduces uncertainty in horizontal and vertical extent of active footprints
- Could move/slide the proposed stations for more optimization
- Do we have consensus?

	Pre-RD Group Plan	EPA Plan	Description
Surface Sediment Sampling	X	X	Adjust to unbiased robust sampling program for 8 segments plus SMA sampling at 300 ft spacing, focused COCs
Subsurface Sediment Coring	X	X	90 SMA cores to fill data gaps needed for allocation, 2 ft increments, focused COCs, TOC, grain size

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Downtown Reach Considerations
(surface sediment and sediment traps)

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Downtown Reach

Previous Surface Sediment Sampling Studies

- Previous investigations:
  - 2008 investigation by ODEQ included 81 surface grabs and 36 subsurface sediment samples to identify target cleanup areas
  - 2010 (Phase II) another sampling event by ODEQ in focus areas
  - 2014 Kleinfelder investigation
- Several sediment cleanup investigations under ODEQ:
  - RM 12.2W (former Portland Gas Manufacturing MGP Facility)
  - RM 13.1 and 13.5E (PGE, one cap in 2015, other in design)
  - RM 13.6 (Zidell property, completed 2011)
  - RM 15W

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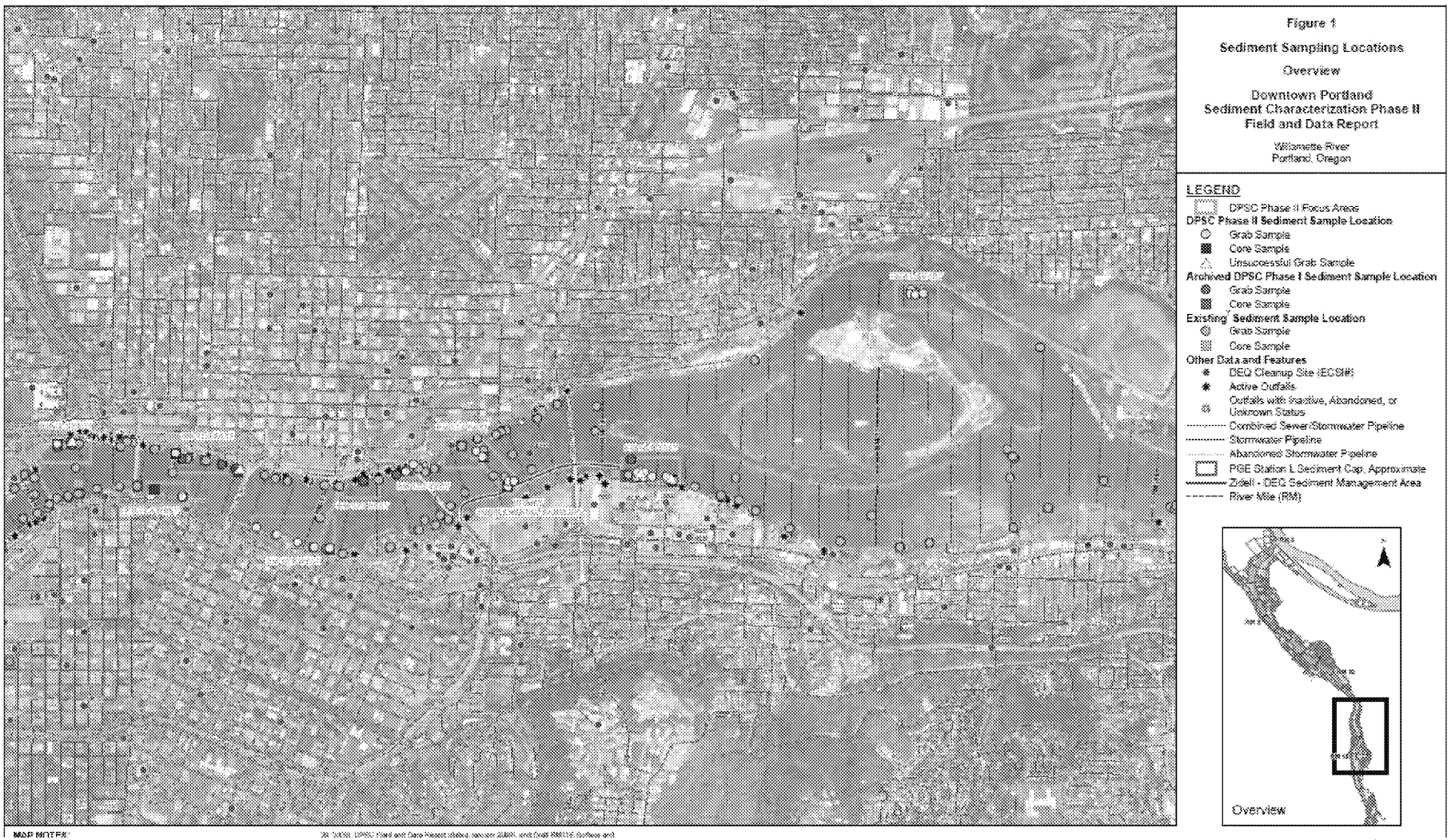
Downtown Reach
Historical Sediment Sampling Locations



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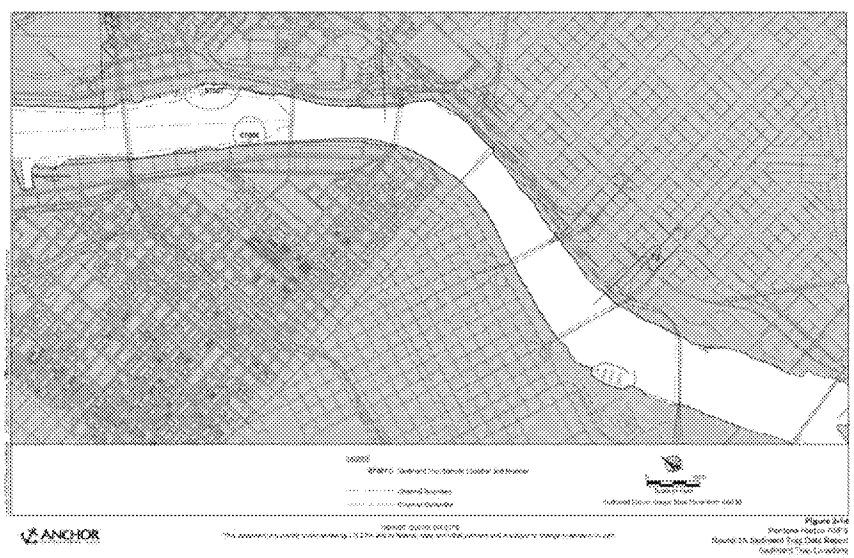
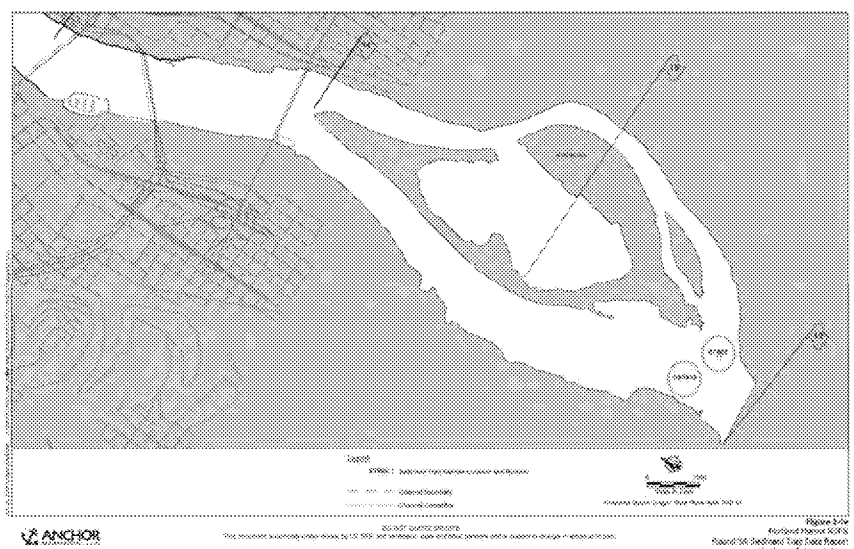
Sediment Trap Sampling

Summary of 2007 Round 3A of the RI

- Four sediment traps deployed near RM 11.9 and 16.5
- Sampled quarterly to evaluate quantity of accumulated sediment and analyze for total PCB Aroclors and Congeners in select samples





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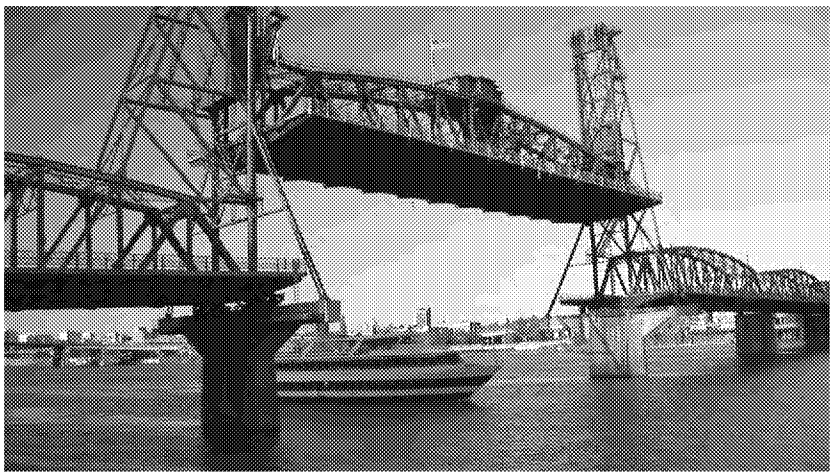
EPA's Plan for Downtown Reach Sampling

- Downtown Reach is between RM 11.9 and 16.5, bounded by the Site and Upstream Reach
- EPA's Sampling Plan proposes:
  - 60 surface sediment samples (0 to 30 cm) (Table 3 says 30 samples)
  - 4 sediment trap samples
  - 30 SMB tissue samples (15 from each side, five 3-fish carp composites)
  - 6 surface water samples in Downtown Reach at RM 11.8 and RM 16.5
- Traps co-located with surface water, 2 samples per transect, 3 SW samples per transect at 2 depths, quarterly for 1 year
- Analyze for all sediment and surface water COCs (ROD Table 17) plus TOC and DOC at Year 0 (surface water)



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Summary/Discussion

Downtown Reach - Sediment Sampling

- If sampled, ensure fine grained/mobile materials are targeted (most likely to be transported downstream to Site)
  - Target soft, fine grained sediment with higher % fines and TOC
  - Before each event, do a pre-survey to identify areas of soft sediment; sample these areas as spatially-randomized, non-fixed locations
  - Include sediment traps to assure that fine grain/mobile materials suspended in the water column are characterized
- 40 samples appropriate for statistical robustness (downtown and upstream combined)
- Overall, move the upstream sample area to include the Downtown Reach could be beneficial to help characterize upstream sources to the Site, determine what is achievable, and may be used for equivalency analysis

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Summary/Discussion
Downtown Reach - Other Media

- Surface water sampling – alignment with two upstream transects in Pre-RD scope plan
- SMB tissue sampling – initially proposed 10 SMB samples in upstream area, add 15 to achieve EPA target in upstream/ downtown combined for equivalency analysis (Table A-1)
- Pre-RD group and EPA in alignment on value of incorporating the Downtown Reach into the sampling design

	Pre-RD Group	EPA Plan	Description
Downtown Reach		X	Move some samples into Downtown Reach in fine-grained areas, focused COCs; add 15 SMB samples
Sediment Traps		X	2 traps at two upstream transects at RM 11.8 and RM 16, 3 events, focused COCs, line of evidence for COC migration into site

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Surface Water Sampling

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Overview: Surface Water Sampling

- The Pre-RD group and EPA are in general alignment on transects, 3 seasonal sampling events, and 3 locations per transect, total and dissolved testing
- Our plan is different, we propose vertical compositing and EPA plan has near-surface and near-bottom samples
- We differ in analyte list and passive sampling methods

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Surface Water Sampling
EPA Plan for Pre-RD Studies

- Background-based surface water cleanup levels not established in the ROD due to the lack of data available; all COCs
- For baseline sampling, use peristaltic pump and XAD high volume samplers at 5 transects near site boundary (RM 1.9, upper Multnomah, 6, 11.8, and 16.5)
  - Each transect will have 3 sample locations: east-channel, mid-channel, and west-channel
  - At each sample location, single-point near bottom samples and single-point near surface samples will be collected
  - Semipermeable membrane device (SPMD) samplers will be deployed at RM 1.9, RM 6 and RM 11.8

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Summary of Surface Water Sampling

Pre-RD Group Proposed Baseline Plan

- 8 transects
  - Add transects within Site, one per river segment, sensitive
  - RM 1.8, Multnomah channel entrance near RM 3, RM 4, RM 7, Swan Island Lagoon, RM 8.8, RM 11.6, and RM 16.2
  - Three vertically-averaged composite samples per transect
- 3 sampling events – high, low, flood
- Focused COCs (PCBs, dioxins/furans, PAHs, DDx)
- Peristaltic pump and PE passive sampling for good detection limits

	Pre-RD Group Plan	EPA Plan	Description
Surface Water Sampling	X	X	8 transects, 3 events, 3 samples per transect, for trend analysis, focused COCs, use passive samplers, discuss DLs/analytes

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Analyte List
Sediment, Tissue, and Surface Water

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EPA's Analyte Plan

All COCs with Cleanup Levels in the ROD

- Sediment and Sediment Trap all COCs (ROD Table 17)
  - Metals
  - Pesticides
  - PAHs
  - PCBs
  - SVOCs
  - Dioxins/furans
  - TPH
  - TBT
  - TOC
- Surface water COCs (ROD Table 17) using XAD and SPMD
  - Metals
  - Pesticides
  - PAHs
  - PCBs
  - SVOCs
  - Dioxins/furans
  - Plus TOC and DOC at Year 0
- Tissue COCs (ROD Table 17)
  - Metals (Arsenic, Hg)
  - Pesticides
  - PAHs
  - PCBs
  - SVOCs (BEHP, PCP)
  - Dioxins/furans
  - PBDEs

Where we have alignment

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Summary/Discussion
Analyte List

- Analysis of only Focused COC list (PCBs, DDx, PAHs, dioxins/furans) in sediment, tissue and surface water will (benefits):
  - Provide data on same COCs for all media, allowing for comparison across media (only 5 COCs have cross-media data)
  - Provide the most applicable and useful data on risk drivers at the Site for RAOs not met at T=0
  - Monitor COCs with site-wide distributions; other COCs best managed with SMA design/monitoring
  - Provide a manageable amount of data for trend analysis and remedial design
- FS Section 2.2.1: "focused COCs are those that the distribution encompasses the majority of the spatial extent of contaminants posing the majority of risk as identified in the baseline risk assessments"

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Wrap Up and Next Steps

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Scope Alignment

Revisit and summarize scope items

	Pre-RD Group Plan	EPA Plan	Description	Current Status
Bathymetry	X		Site-wide coverage	
Surface Sediment Sampling	X	X	Adjust to unbiased robust sampling program for 8 segments (~300 samples) plus SMA sampling at 300 ft spacing focused COCs	
Fish Tissue Sampling (SMB)	X	X	SMB tissue sampling for focused COCs for trend analysis; whole body and calculate fillet; add Downtown Reach?	
Other Biota Tissue		X	Not proposed	
Surface Water Sampling	X	X	8 transects, 3 events, 3 samples per transect, for trend analysis, focused COCs, add passive samplers	
Subsurface Sediment Coring	X	X	90 SMA cores to fill data gaps needed for allocation, 2 ft increments, focused COCs, TOC, grain size	
Fish Acoustic Tracking Study	X		See memo, results will inform tissue data analysis and use of SMB to monitor remedy effectiveness	
Camera Survey of Anglers	X		See memo; results could be useful for development of ICs	
PW Sampling Upstream	X		8 stations, metals, help determine PW background for COC metals	
Downtown Reach		X	40 grabs in fine-grained areas, focused COCs, 15 SMB	
Sediment Traps		X	Place 2 traps at two upstream transects at RM 11.8 and RM 16, 3 events, focused COCs, line of evidence for COC migration into site	

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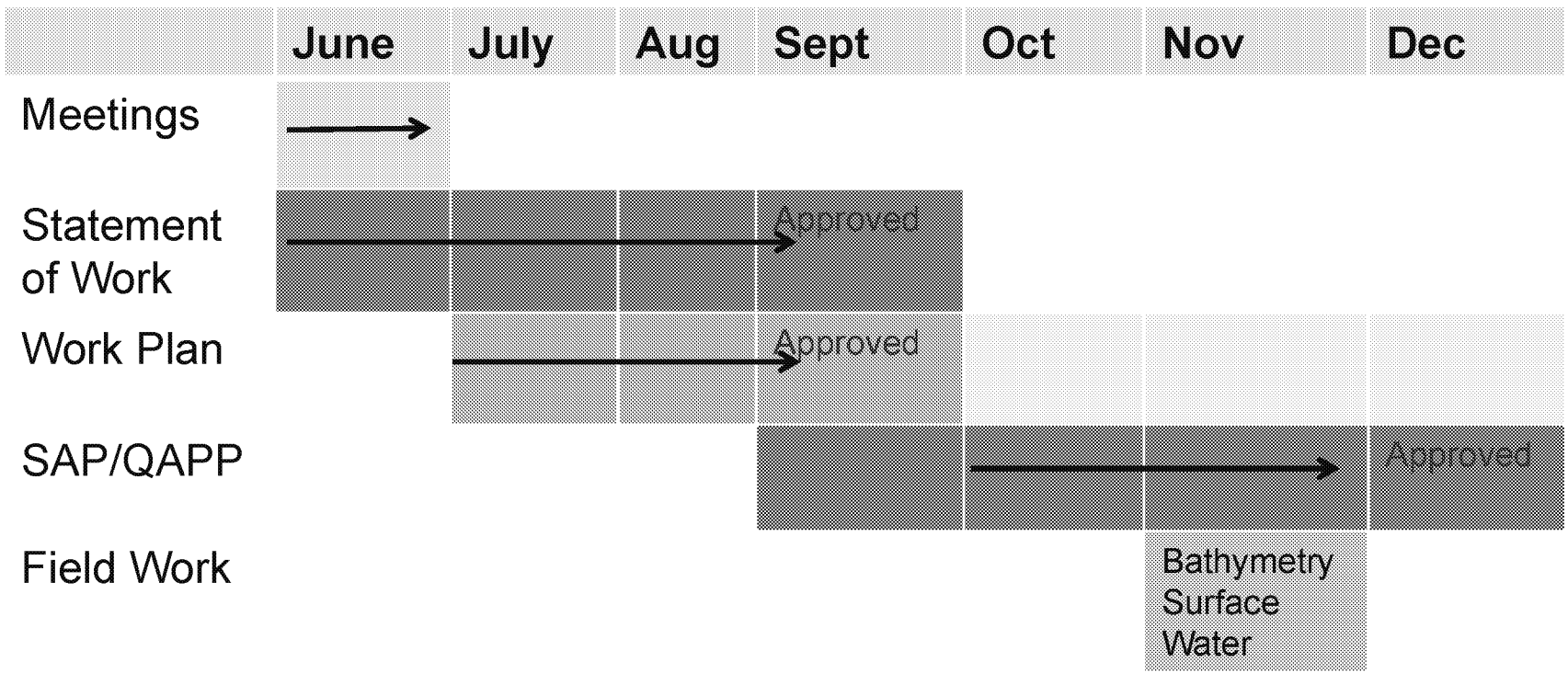
2017 Schedule



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Questions

related to schedule and statement of work

- Work Plan
  - Attached to Statement of Work (SOW)
  - Contents of Work Plan
- QAPP and SAP build upon RI/FS documents, amendments as needed
- Data analysis and evaluation
- Tier II data validation

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AOC Elements

- Focused well-defined tasks and goals
- Timely implementation
- Safeguards to ensure efficiency (e.g., expert panel)
- Support allocation
- Common understanding that we follow the data

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Next Steps

How do we get to September AOC

- Alignment of work items by end of August
  - So, we can write the Work Plan in September
  - Weekly meetings to refine scope
- Schedule meeting to review redline edits of AOC and SOW
- Summary meeting notes of consensus points

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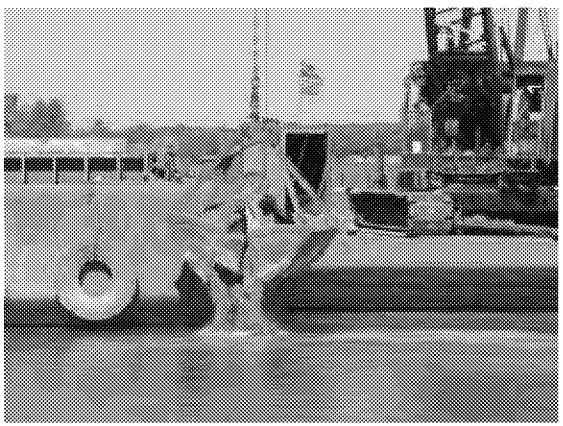

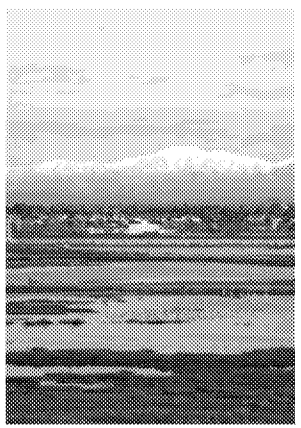

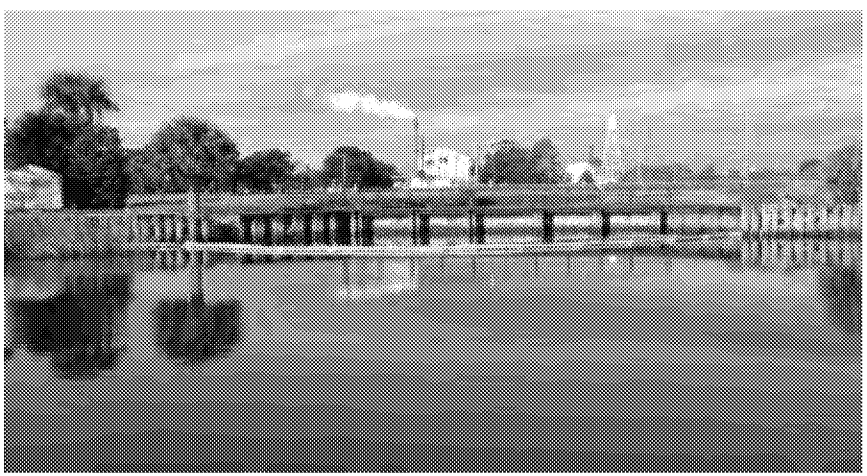

BACK-UP SLIDES

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Zoomed-in Maps

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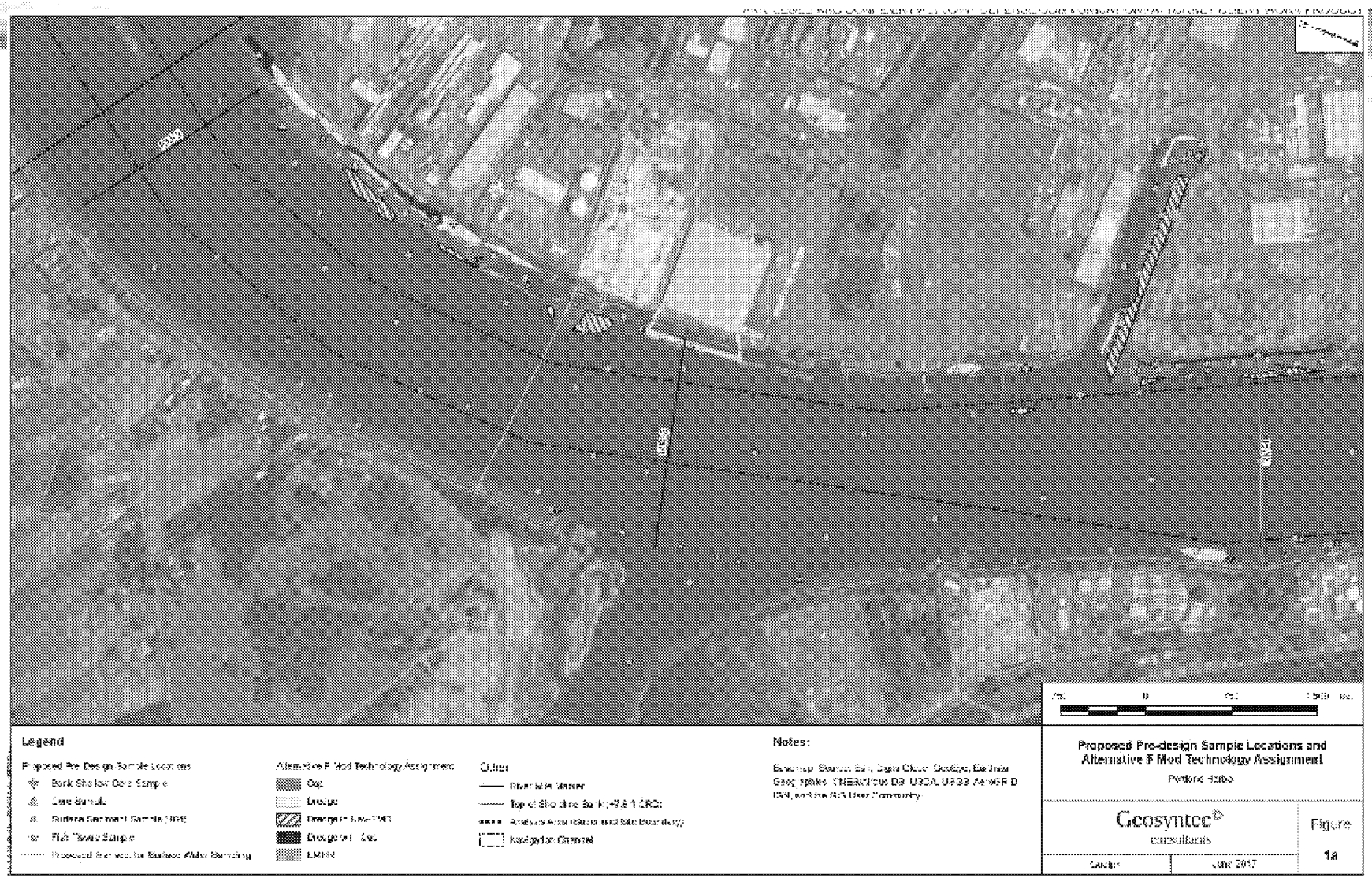
Zoomed In Maps

RM 1.8 to 4



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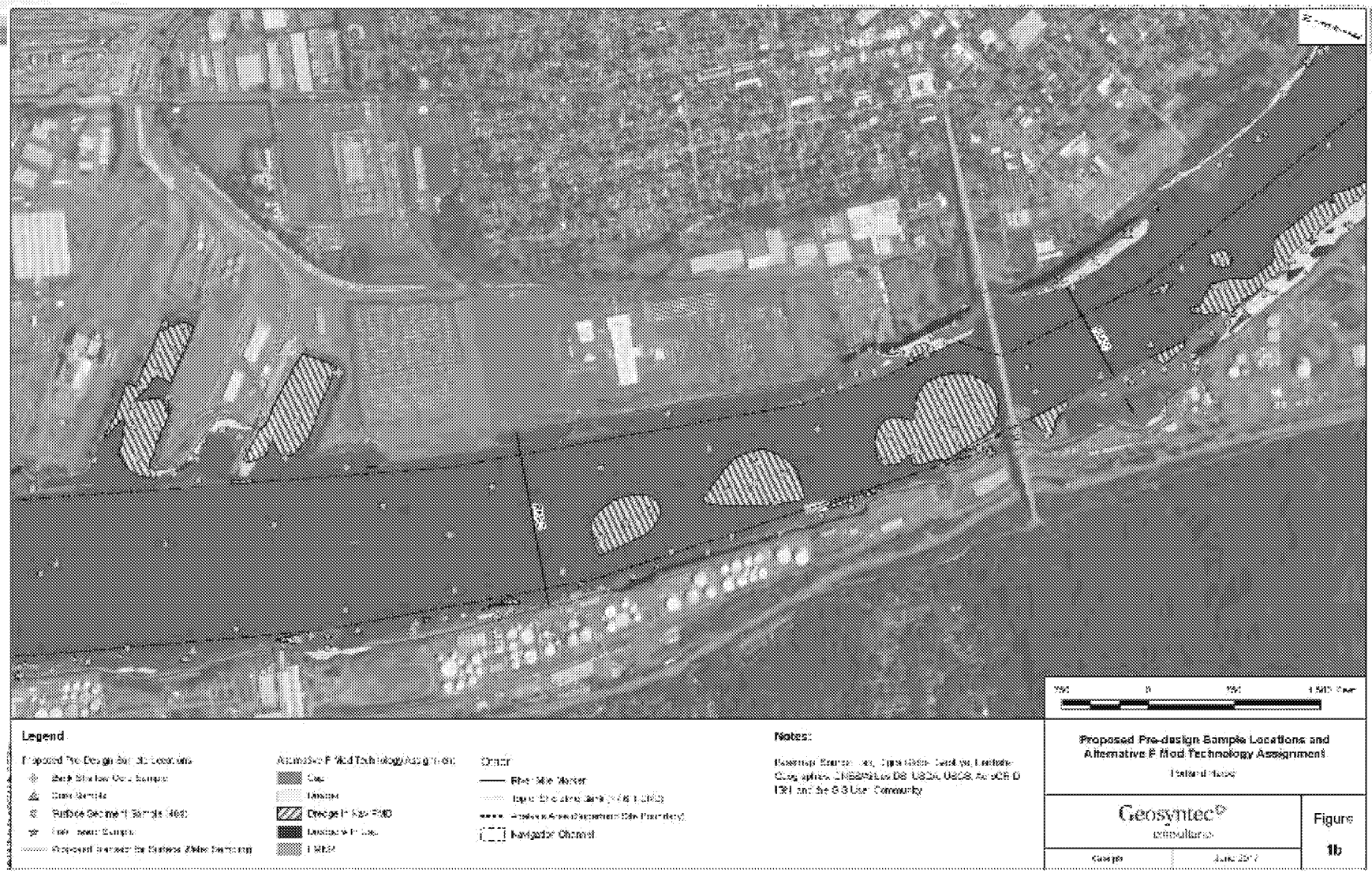
Zoomed In Maps
RM 4 to 6.5



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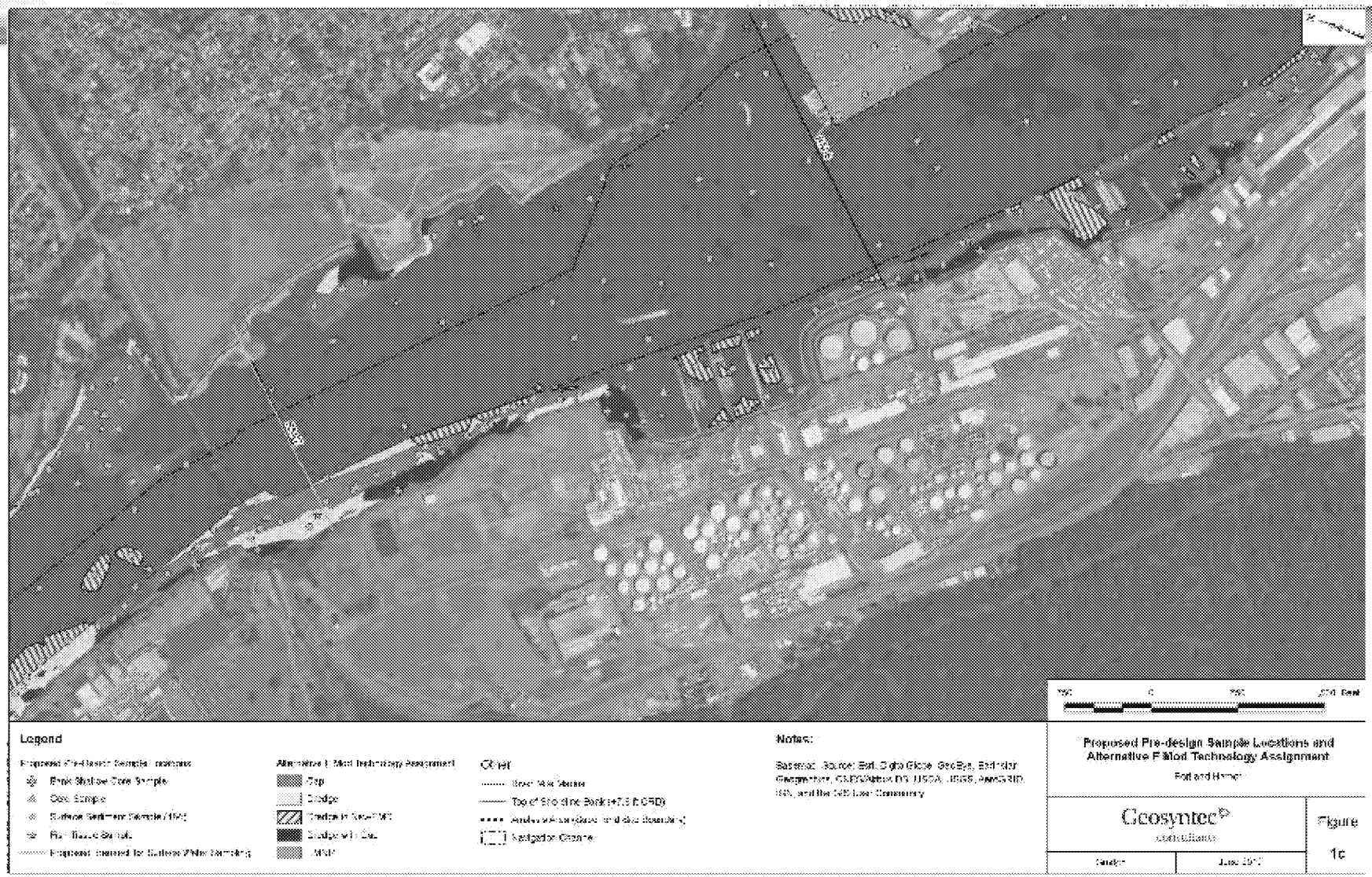
Zoomed In Maps
RM 6.7 to 8.5



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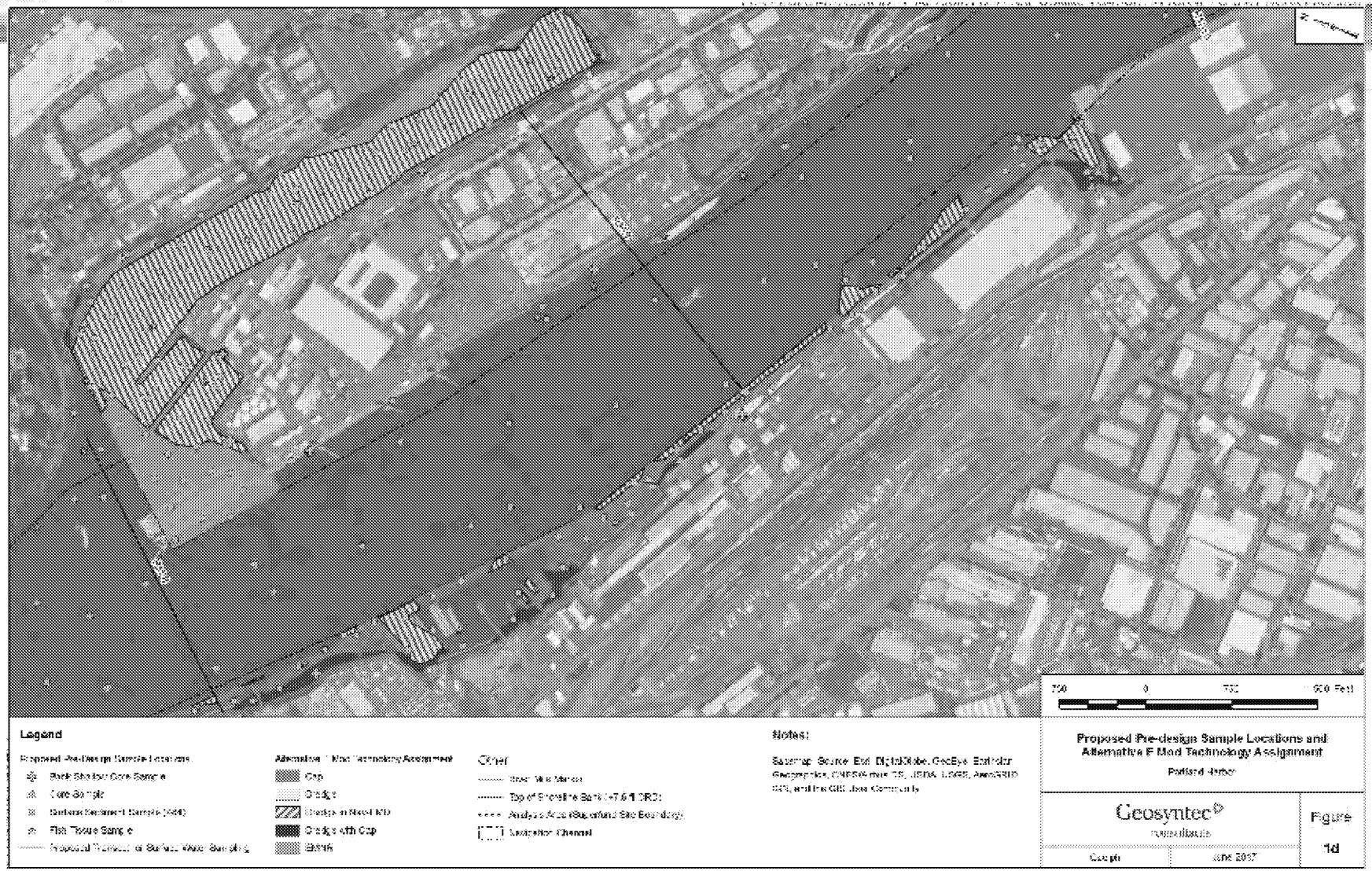
Zoomed In Maps
Swan Island Lagoon



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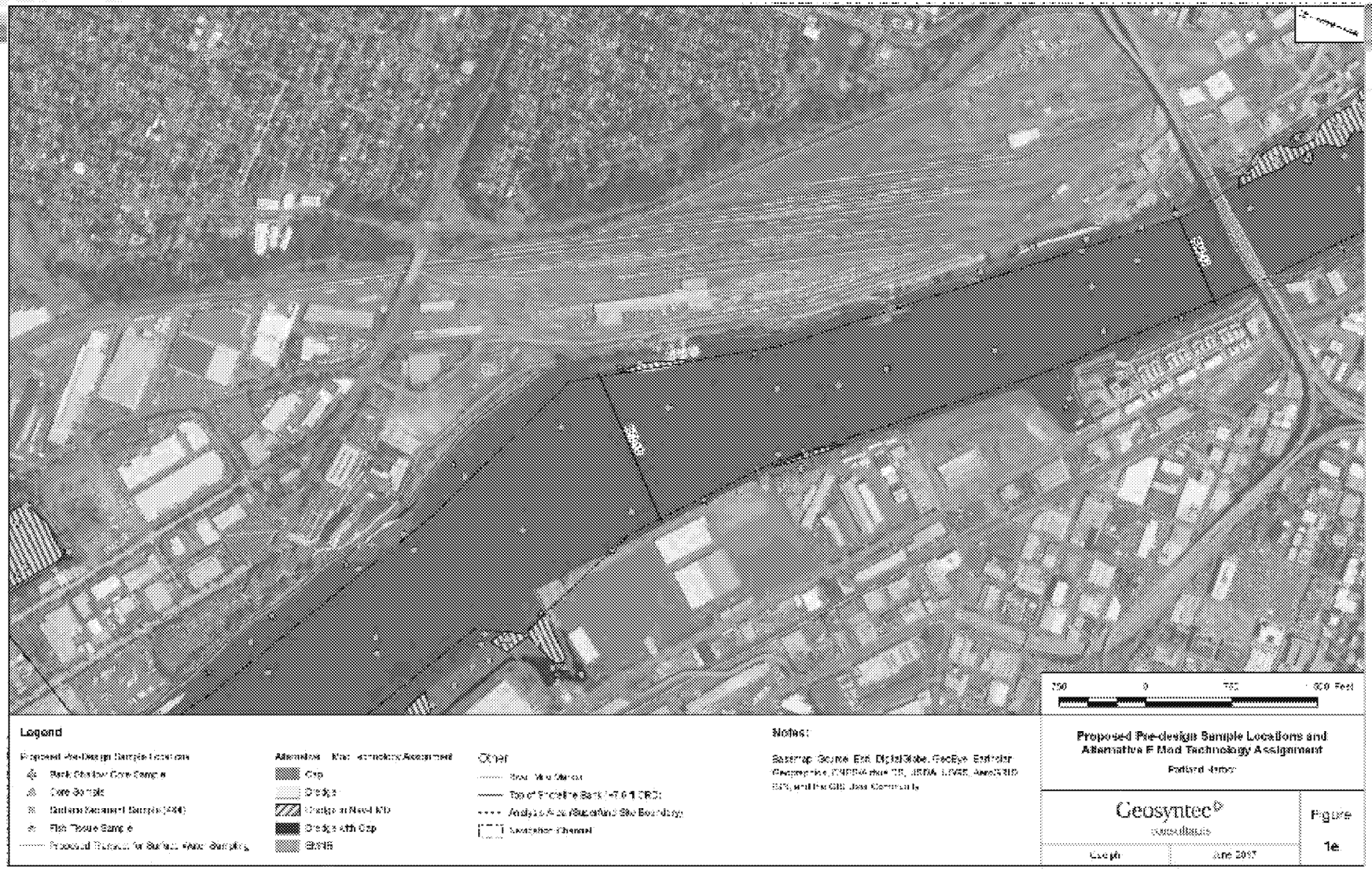
Zoomed In Maps
RM 9 to 11



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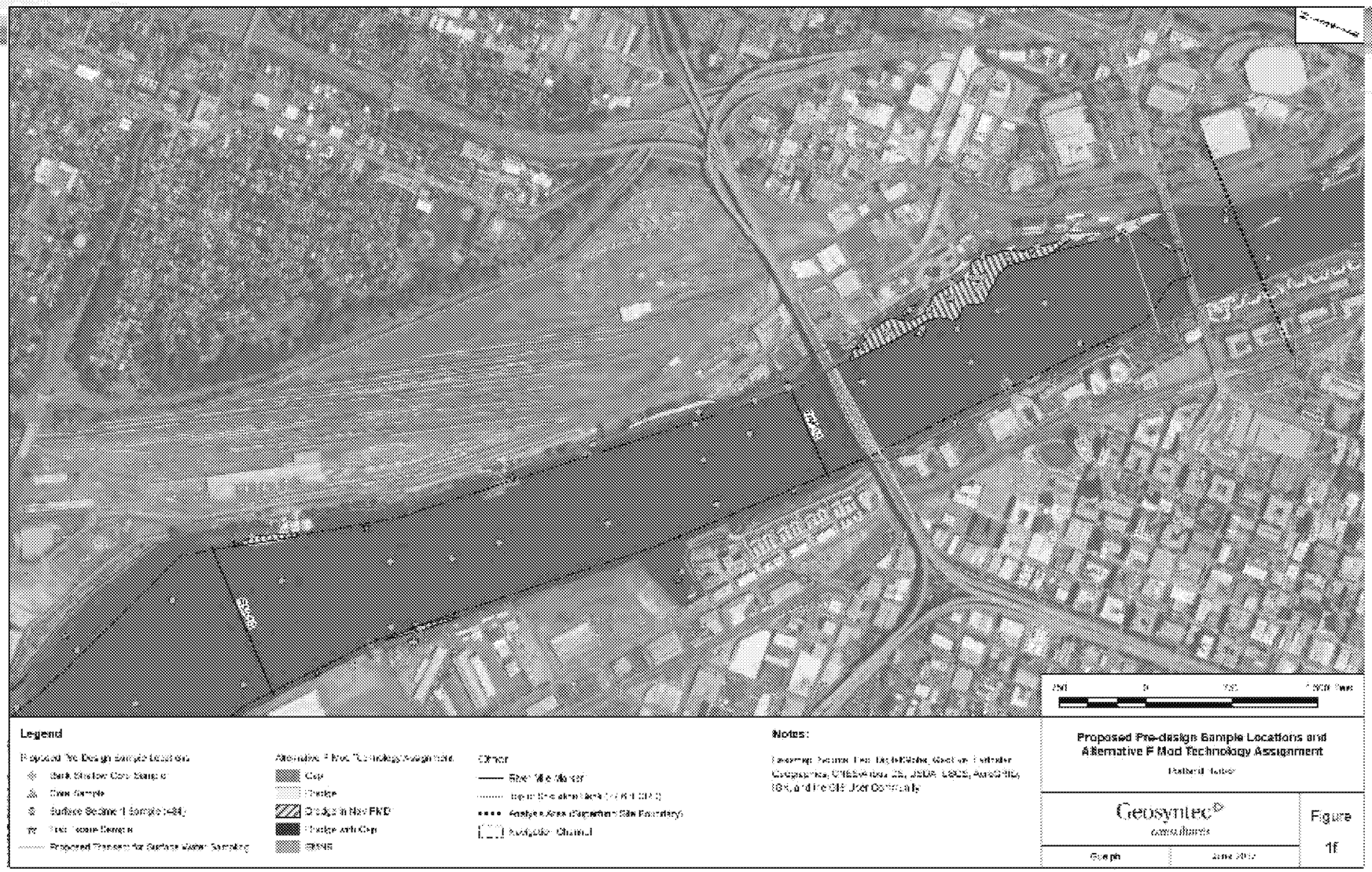
Zoomed In Maps
RM 10 to 12



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engineers | scientists | innovators

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Message

From: Anne Fitzpatrick [AFitzpatrick@Geosyntec.com]
Sent: 8/17/2017 12:24:41 AM
To: Blischke, Eric [blischkee@cdmsmith.com]; Ebright, Stephanie [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6fe08cfbe17940aabd4d999a19eada04-Ebright, Stephanie T.]; Gustavson, Karl [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=242318f48f264976aeeb0008f0a44210-Gustavson, Karl]; Cora, Lori [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c8850941bf1540c796559dce75c2f5ee-Cora, Lori]; Scott Coffey [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=user0c39210c]; Sheldrake, Sean [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=d16e2780a4094bba82daaa5283a71572-Sheldrake, Sean]; Zhen, Davis [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2a43e2ddfd444abbb0329c0a17d06ec9-Zhen, Davis]; Chris Bozzini (Chris.Bozzini@pgn.com) [Chris.Bozzini@pgn.com]; Christine L. Hein (chein@ringbenderlaw.com) [chein@ringbenderlaw.com]; Dave Roberson (Dave@demaximis.com) [Dave@demaximis.com]; 'David C. Weber' [DWeber@bdlaw.com]; Debbie Deetz Silva (Debbie.Deetz.Silva@evrazna.com) [Debbie.Deetz.Silva@evrazna.com]; denise.fellers (denise.fellers@morganlewis.com) [denise.fellers@morganlewis.com]; Edwards, Deborah A [deborah.a.edwards@exxonmobil.com]; Eileen Tierney (Eileen.Tierney@evrazna.com) [Eileen.Tierney@evrazna.com]; Elizabeth Weaver (elizabeth.weaver@nortonrosefulbright.com) [elizabeth.weaver@nortonrosefulbright.com]; Fred WOLF (frederick.wolf@total.com) [frederick.wolf@total.com]; greg.christianson (greg.christianson@morganlewis.com) [greg.christianson@morganlewis.com]; Howard Cumberland [hcumberland@Geosyntec.com]; J.W. Ring (JWRing@ringbenderlaw.com) [JWRing@ringbenderlaw.com]; Jason Conder [JConder@Geosyntec.com]; jim.dragna (jim.dragna@morganlewis.com) [jim.dragna@morganlewis.com]; joseph.drapalski (joseph.drapalski@nortonrosefulbright.com) [joseph.drapalski@nortonrosefulbright.com]; Karen TRAEGER (karen.traeger@external.total.com) [karen.traeger@external.total.com]; Linda Baker [lbaker@integral-corp.com]; Loren R. Dunn (LDunn@bdlaw.com) [LDunn@bdlaw.com]; mcusma@schn.com [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f0893ea4892247d181eb8d07bba0b3f5-mcusma@schn.com]; psaba (psaba@schn.com) [psaba@schn.com]; Racioppi, Len M [len.m.racioppi@exxonmobil.com]; Scott Rowlands [srowlands@Geosyntec.com]; Vaughan, Kevin J [kevin.j.vaughan@exxonmobil.com]; betsy.ruffle@aecom.com; Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]; John Kern Ex. 6
CC: James R. Henderson, P.E. [jhenderson@truground.com]; Nearhood, Jennifer [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=20b4526e6bad4a3fa51ed3c14ca51a04-Nearhood, J]
Subject: PHPRD Revised Draft 580 sample location map to EPA
Attachments: PH_ProposedSamples_580 plan wHistorical_20170816opt.pdf; PH_ProposedSamples_Centroids&Reoccupy&SMA_20170816opt.pdf

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Dear Sean et al,

Per your request, attached are the revised draft proposed location maps showing the 580 surface grab sample locations re-positioned to meet your desired 20 count by river mile. The total count includes a combination of unbiased and biases SMA samples. Jason is preparing a narrative that goes along with these maps and will walk through the stratified random placement process tomorrow during our meeting (via WebEx).

Regards,
Anne

Anne Fitzpatrick, LHG
Senior Principal

Geosyntec Consultants
520 Pike Street, Suite 1375

Seattle, WA 98101
Direct: Ex. 6
Office: 206-496-1450
Cell: Ex. 6
Email afitzpatrick@geosyntec.com
www.Geosyntec.com

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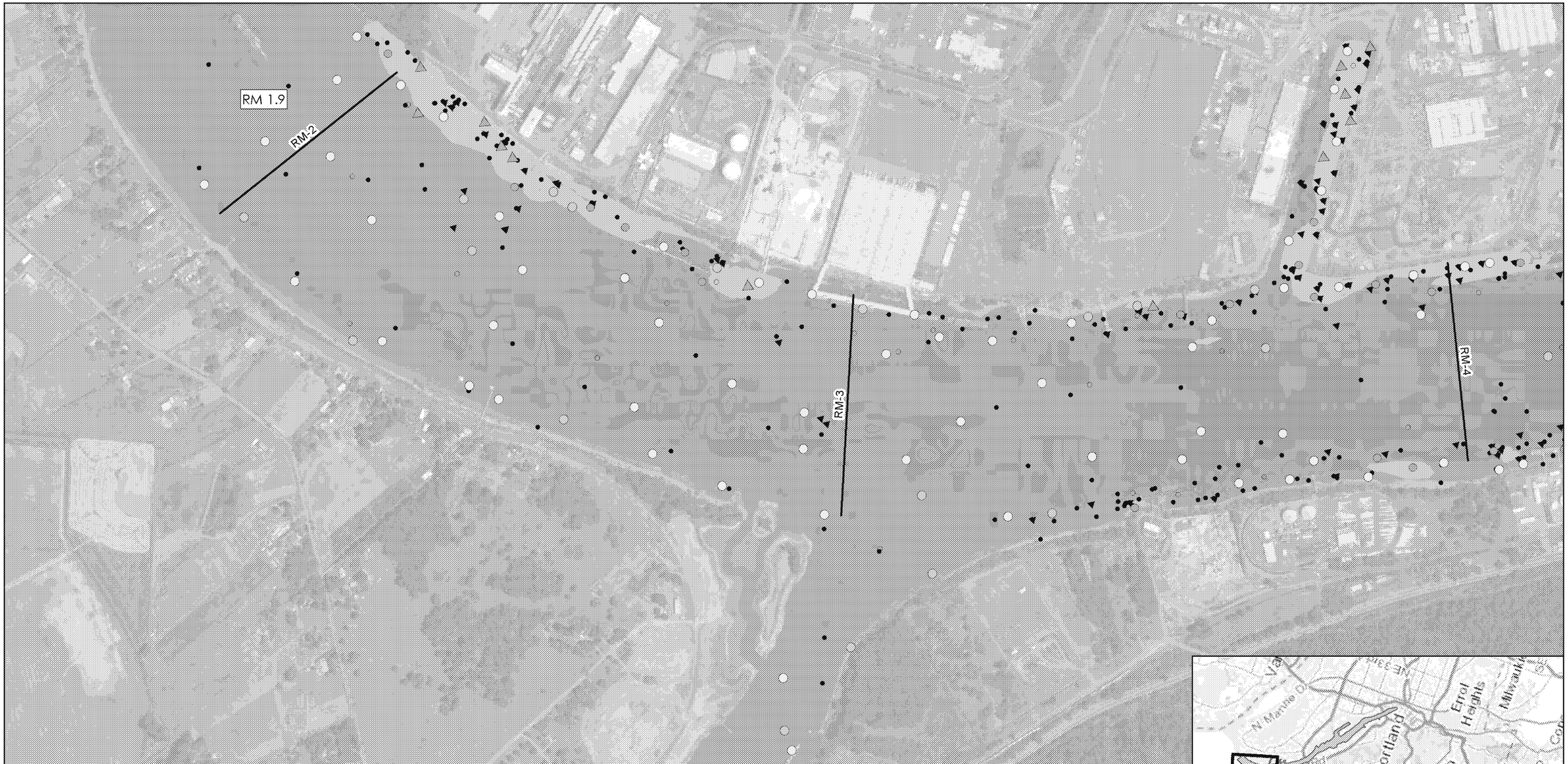

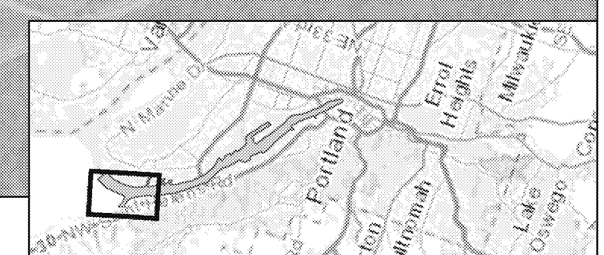

Legend

Proposed Surface Sediment Sample Locations (n=580)

- Unbiased Sample (n = 258)
- Unbiased Sample at Reoccupation of 2004 Location (n = 87)
- Additional Sample for SMA Delineation (n = 175)
- Additional Sample for SMA Delineation at Proposed Core Location (n = 60)

Historical Sample Locations

- Post RI/FS Subsurface Surface Sediment Location (2013 to 2016)
- Post RI/FS Surface Sediment Sample Location (2013 to 2016)
- FS Surface Sediment Sample
- FS Subsurface Sediment Sample

- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design, SMA and Historical Sample Locations RM 2-4

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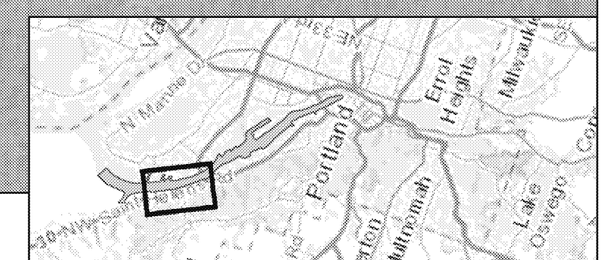
Figure 1-1

CDN OPS | 16-Aug-2017

Path: P:\GIS\Portlandharbor\SMA\DPH_Slides_ProposedLocations_20170815.mxd



Legend

Proposed Surface Sediment Sample Locations (n=580)

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- Additional Sample for SMA Delineation (n = 175)
- Additional Sample for SMA Delineation at Proposed Core Location (n = 60)

Historical Sample Locations

- Post RI/FS Subsurface Surface Sediment Location (2013 to 2016)
- Post RI/FS Surface Sediment Sample Location (2013 to 2016)
- FS Surface Sediment Sample
- FS Subsurface Sediment Sample

- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design, SMA and Historical Sample Locations RM 4-6

Portland Harbor Superfund Site

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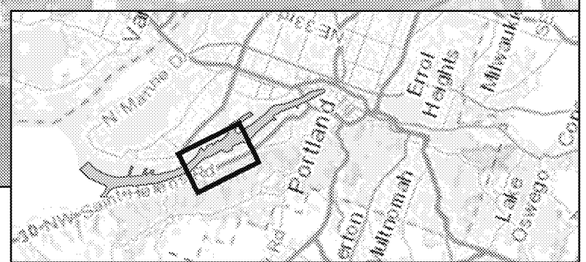
CDN OPS | 16-Aug-2017

Figure **1-2**

Path: P:\GIS\Portlandharbor\SWACDH_Slides_ProposedLocations_20170815.mxd



Legend

Proposed Surface Sediment Sample Locations (n=580)

- Unbiased Sample (n = 258)
- Unbiased Sample at Reoccupation of 2004 Location (n = 87)
- Additional Sample for SMA Delineation (n = 175)
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Historical Sample Locations

- Post RI/FS Subsurface Surface Sediment Location (2013 to 2016)
- Post RI/FS Surface Sediment Sample Location (2013 to 2016)
- FS Surface Sediment Sample
- FS Subsurface Sediment Sample

- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design, SMA and Historical Sample Locations RM 6-8

Portland Harbor Superfund Site

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CDN OPS | 16-Aug-2017

Figure 1-3

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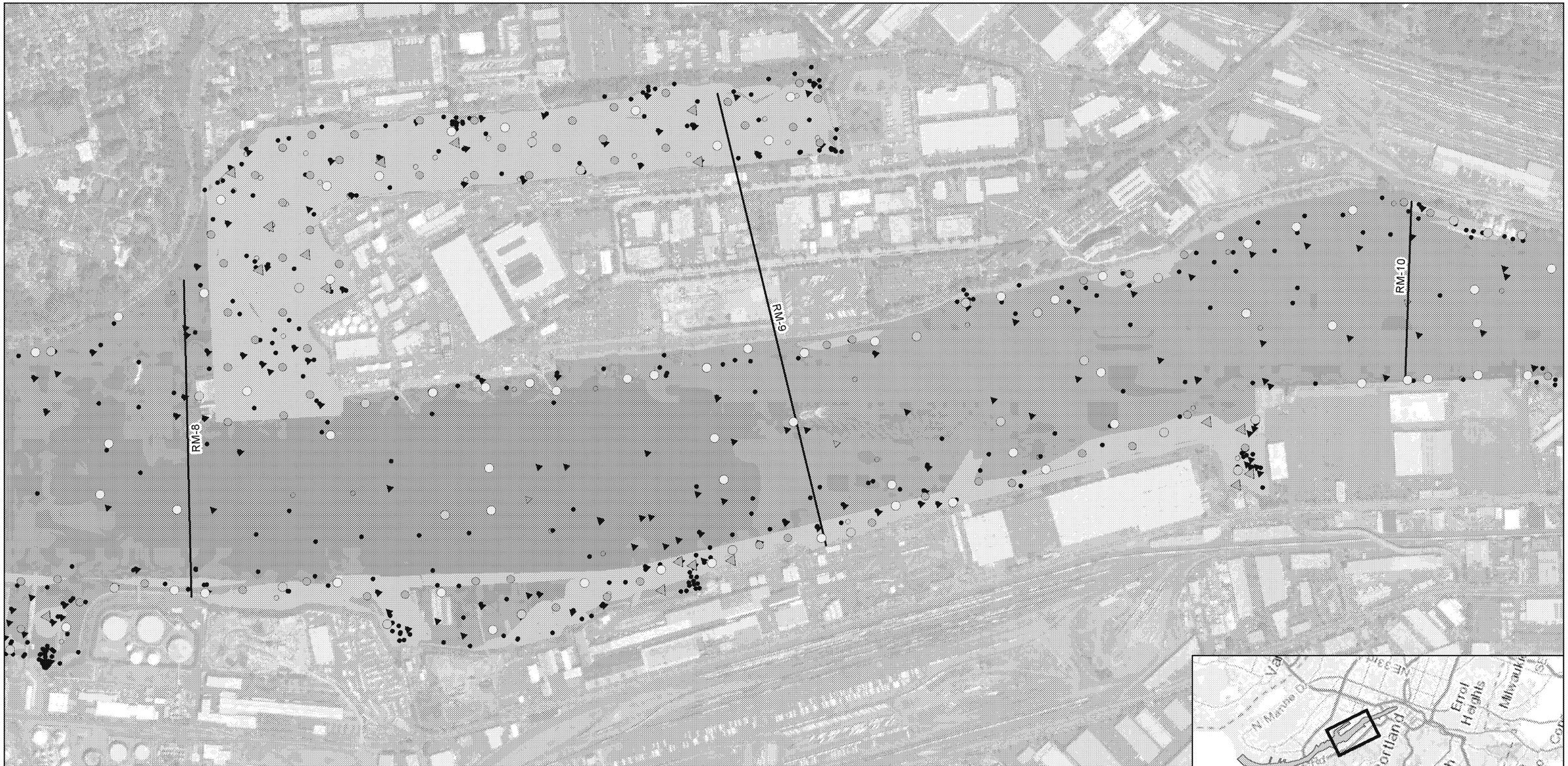

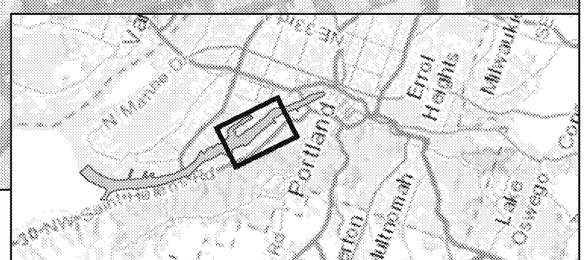

Legend

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- Additional Sample for SMA Delineation at Proposed Core Location (n = 60)

Historical Sample Locations

- Post RI/FS Subsurface Surface Sediment Location (2013 to 2016)
- Post RI/FS Surface Sediment Sample Location (2013 to 2016)
- FS Surface Sediment Sample
- FS Subsurface Sediment Sample

- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design, SMA and Historical Sample Locations RM 8-10

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Figure 1-4

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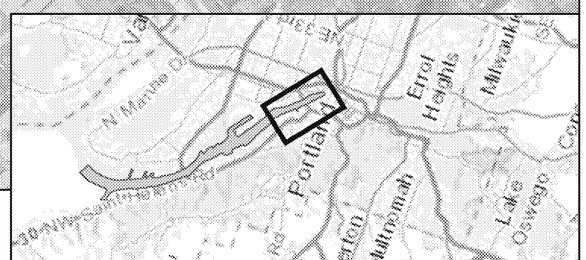

Legend

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- Post RI/FS Subsurface Surface Sediment Location (2013 to 2016)
- Post RI/FS Surface Sediment Sample Location (2013 to 2016)
- FS Surface Sediment Sample
- FS Subsurface Sediment Sample

- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design, SMA and Historical Sample Locations RM 10-12

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CDN OPS | 16-Aug-2017

Figure 1-5

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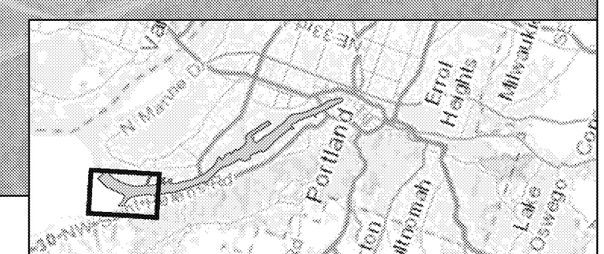

Legend

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- Additional Sample for SMA Delineation at Proposed Core Location (n = 60)

- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design and SMA Sample Locations RM 2-4

Portland Harbor Superfund Site

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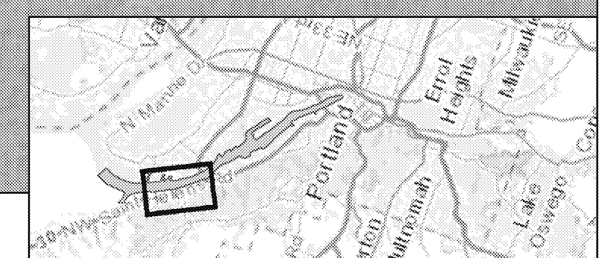
CDN OPS	16-Aug-2017	Figure 1-1

Path: P:\GIS\Portlandharbor\SMA\DPH_Slides_ProposedLocations_20170815.mxd



Legend

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River Mile Marker

Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design and SMA Sample Locations RM 4-6

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Figure **1-2**

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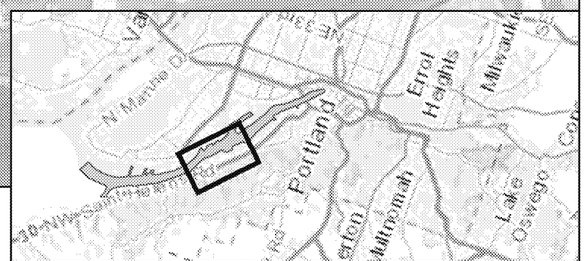

Legend

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- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design and SMA Sample Locations RM 6-8

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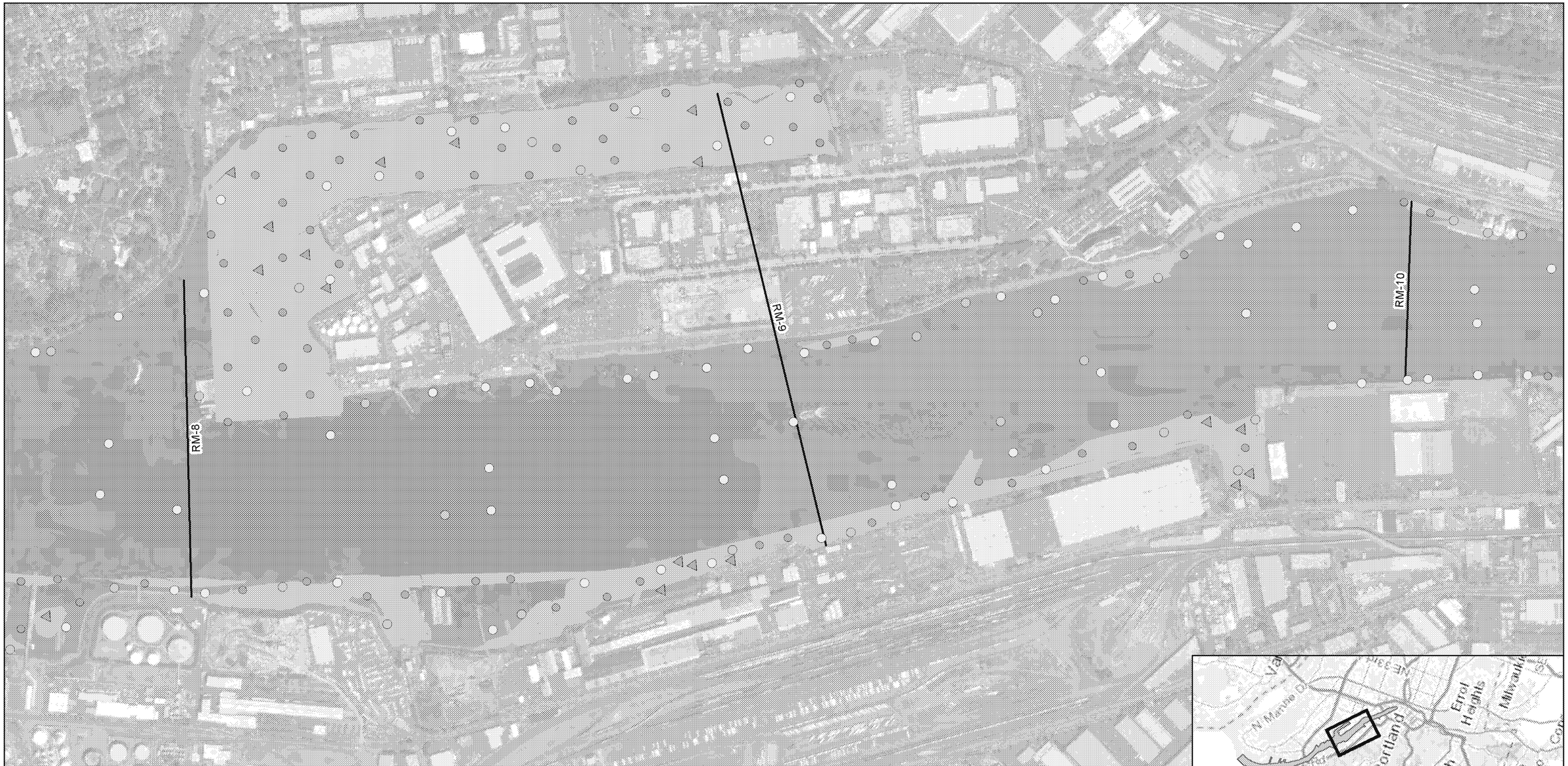
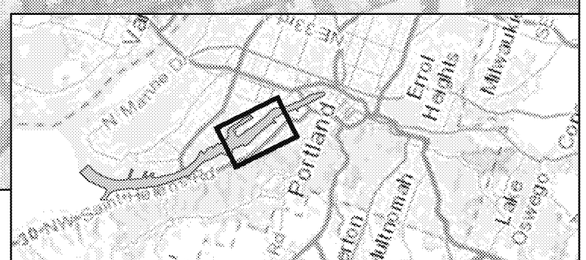
Figure 1-3

Path: P:\GIS\Portland\Harbor\SWACPH_Slides_ProposedLocations_20170815.mxd





Legend

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- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design and SMA Sample Locations RM 8-10

Portland Harbor Superfund Site

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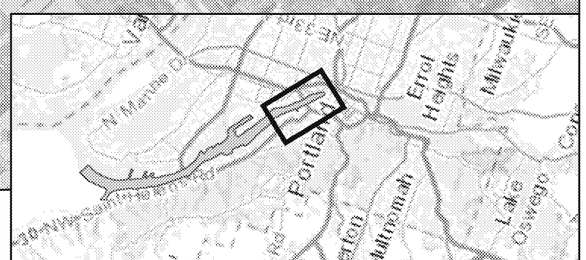
Figure **1-4**

Path: P:\GIS\Portlandharbor\SMA\CPH_Slides_ProposedLocations_20170815.mxd



Legend

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- River Mile Marker
- Alt F Mod SMA Footprint

NOTES:
1. Aerial provided by ESRI Basemaps 2016.

N

500 250 0 500 1,000 Feet

Proposed Pre-Remedial Design and SMA Sample Locations RM 10-12

Portland Harbor Superfund Site

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CDN OPS | 16-Aug-2017

Figure **1-5**

Path: P:\GIS\Portlandharbor\SMA\CPH_Slides_ProposedLocations_20170815.mxd

Message

From: Joe Ihle [jihle@SpiritBank.com]
Sent: 8/31/2017 2:59:33 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]

Just found out. Truly Sorry!!!! Time to hang tough. Joe

Joe Ihle
Economic Development Director
SpiritBank
Member FDIC
Bristow
601 North Main Steet
Bristow, Oklahoma 74010-2018
Office phone: Ex. 6

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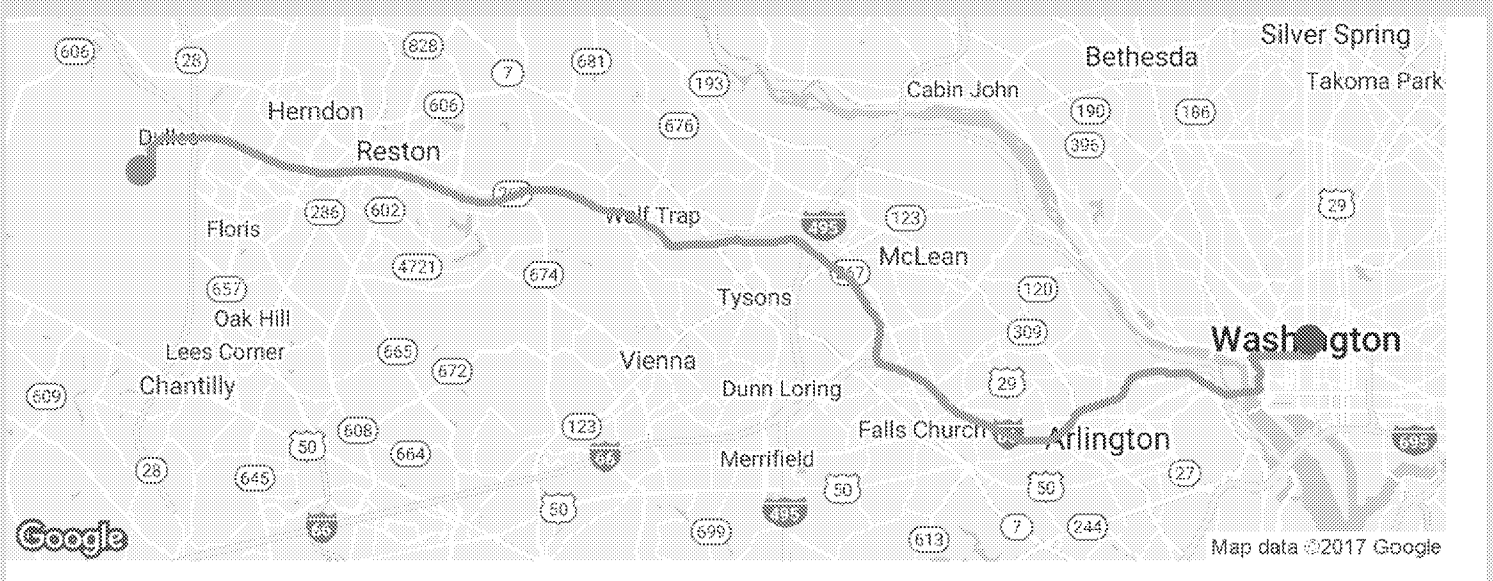
Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 1:46:17 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Your Saturday morning trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

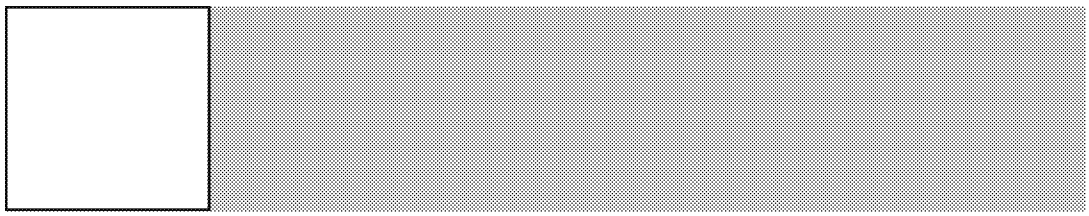
From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Saturday, August 05, 2017 4:15 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Saturday morning trip with Uber



$45.34

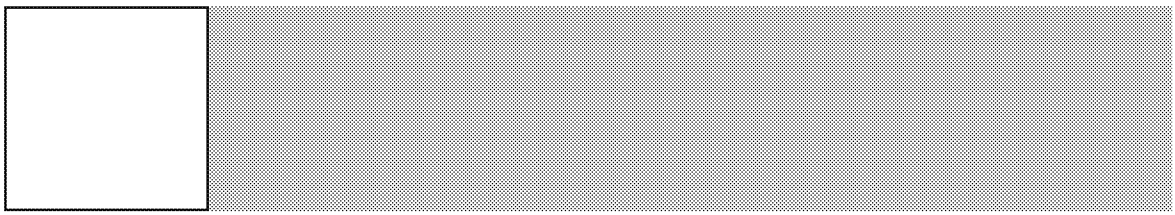
Thanks for choosing Uber, Albert

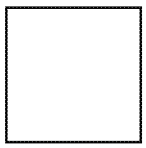
August 5, 2017 | uberX



04:39am | 1 Saarinen Cir, Sterling, VA

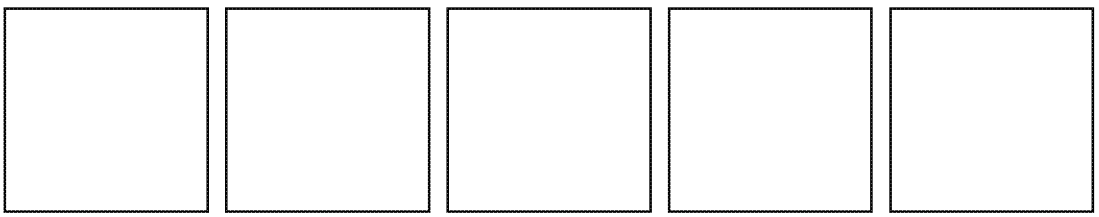
05:14am | Ex. 6 Washington, DC





You rode with ALI

27.12	00:34:09	uberX
miles	Trip time	Car



Add a tip

Your Fare

Trip fare 45.34

Subtotal $45.34

CHARGED

$45.34

Personal •••• Ex. 6

Issued by Rasier

Receipt ID # 298dd3a0-b4b9-491b-8fde-47024efd26d1

Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

For trips within the District of Columbia, you may contact DFHV at (202) 645-7300 or bit.ly/DFHV-Complaints if you believe your operator violated District law.

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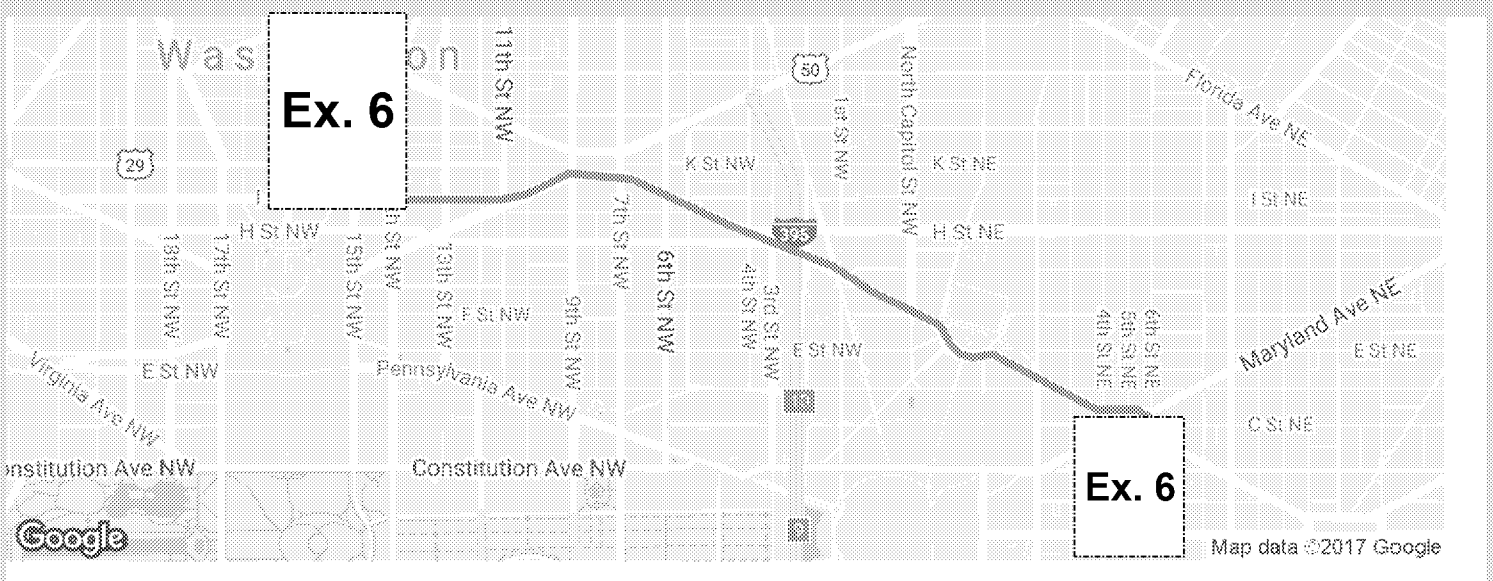
Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 1:44:50 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Your Sunday afternoon trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

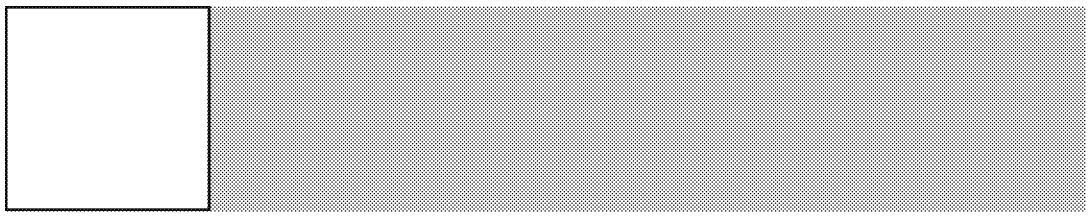
From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Sunday, August 06, 2017 12:01 PM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Sunday afternoon trip with Uber



$10.19

Thanks for choosing Uber, Albert

August 6, 2017 | uberX



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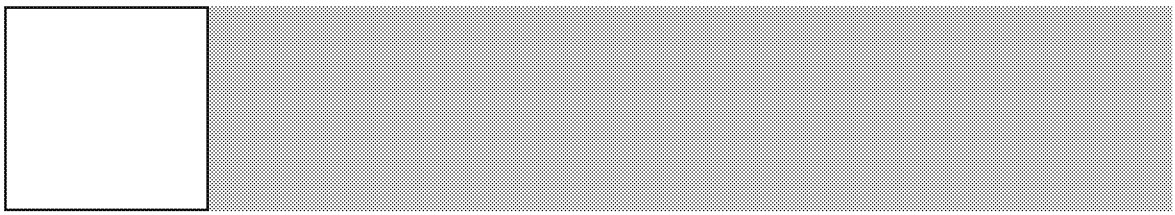
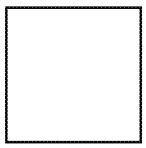
01:01pm |

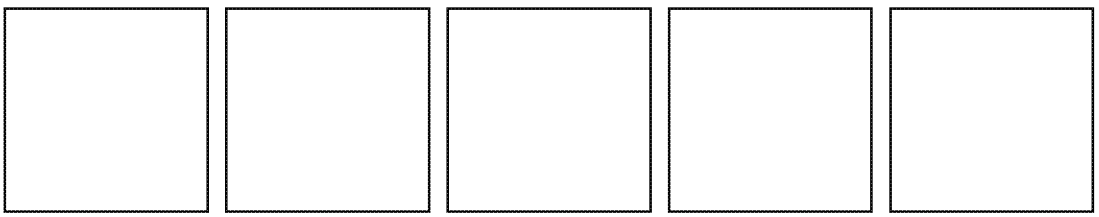
Ex. 6





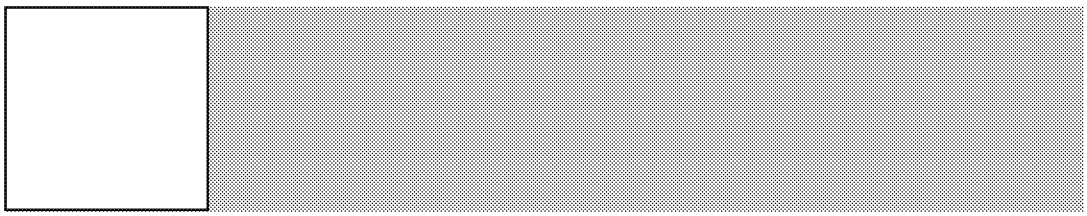
You rode with Birhane

2.88	00:17:50	uberX
miles	Trip time	Car

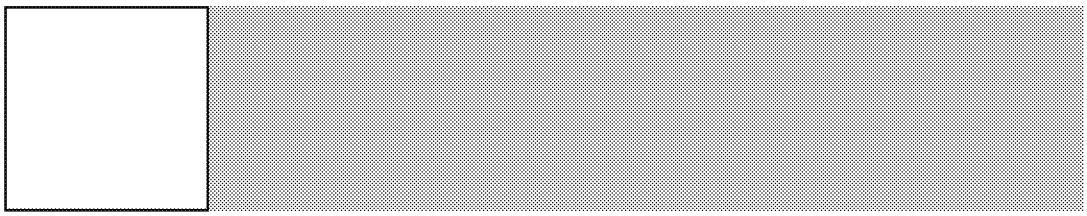


Add a tip

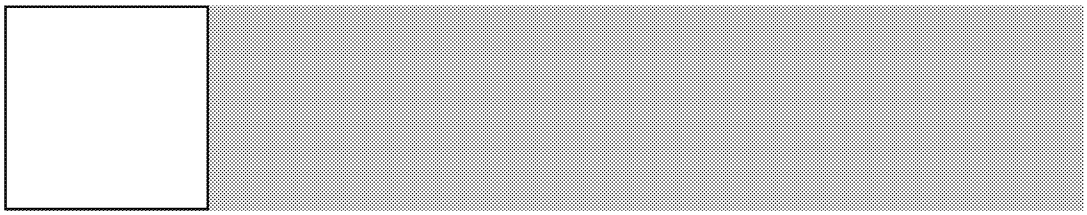
Your Fare



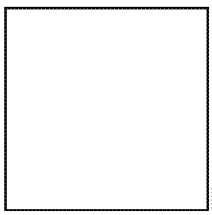
Trip fare 10.19



Subtotal $10.19



CHARGED



$10.19

Personal ••••

Ex. 6

Issued by Rasier

Receipt ID # dc443622-e154-46c6-8723-b97da699dfdd

Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

For trips within the District of Columbia, you may contact DFHV at (202) 645-7300 or bit.ly/DFHV-Complaints if you believe your operator violated District law.

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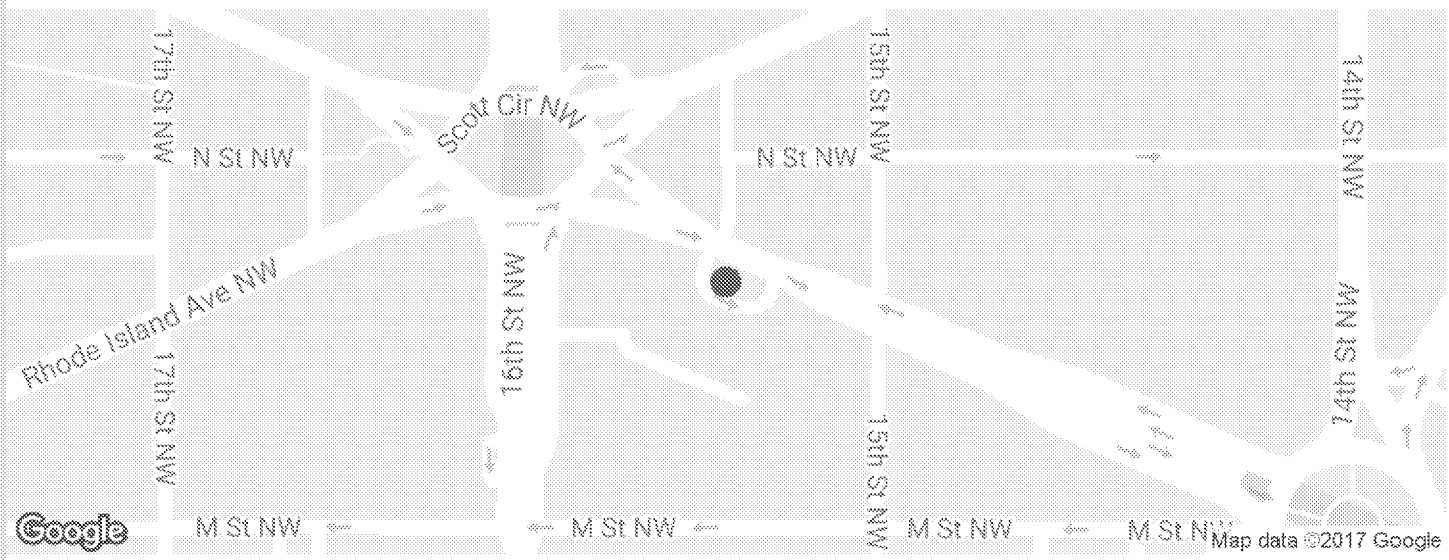
Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 1:44:14 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Receipt for canceled trip on Monday morning

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Monday, August 07, 2017 3:24 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Receipt for canceled trip on Monday morning

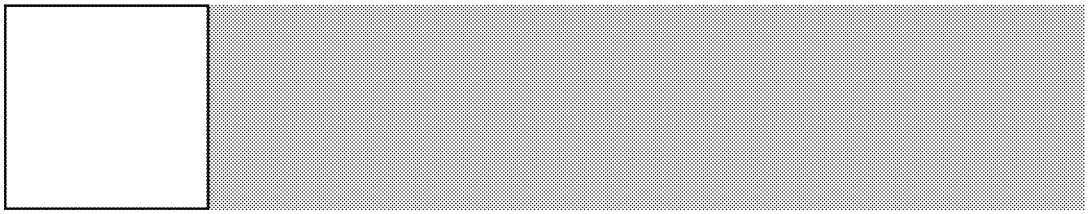
When a trip is canceled more than 2 minutes after a driver accepts, or if the driver has to cancel after waiting more than 5 minutes at the pickup location, a $5.00 cancellation fee is charged.



$5.00

We'll connect another time, Albert

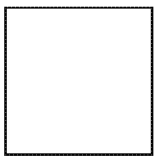
August 7, 2017 | uberX



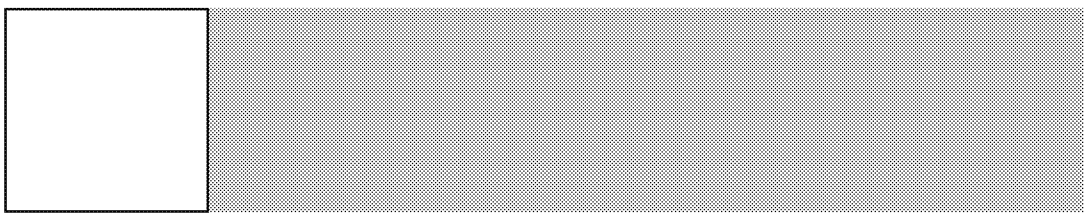
04:19am | Time you placed the trip request

04:23am | Time you cancelled the trip request

Requested pick up location | 18509 1927 11th St NW, Washington, DC



If you think this was a mistake, please visit help.uber.com or tap HELP in the menu panel of the Uber app and we'll make it right.



CHARGED

Personal **** Ex. 6

$5.00

Issued by Rasier

Receipt ID # b3ede8ad-831a-4ae3-9d8d-354f59b41c6e

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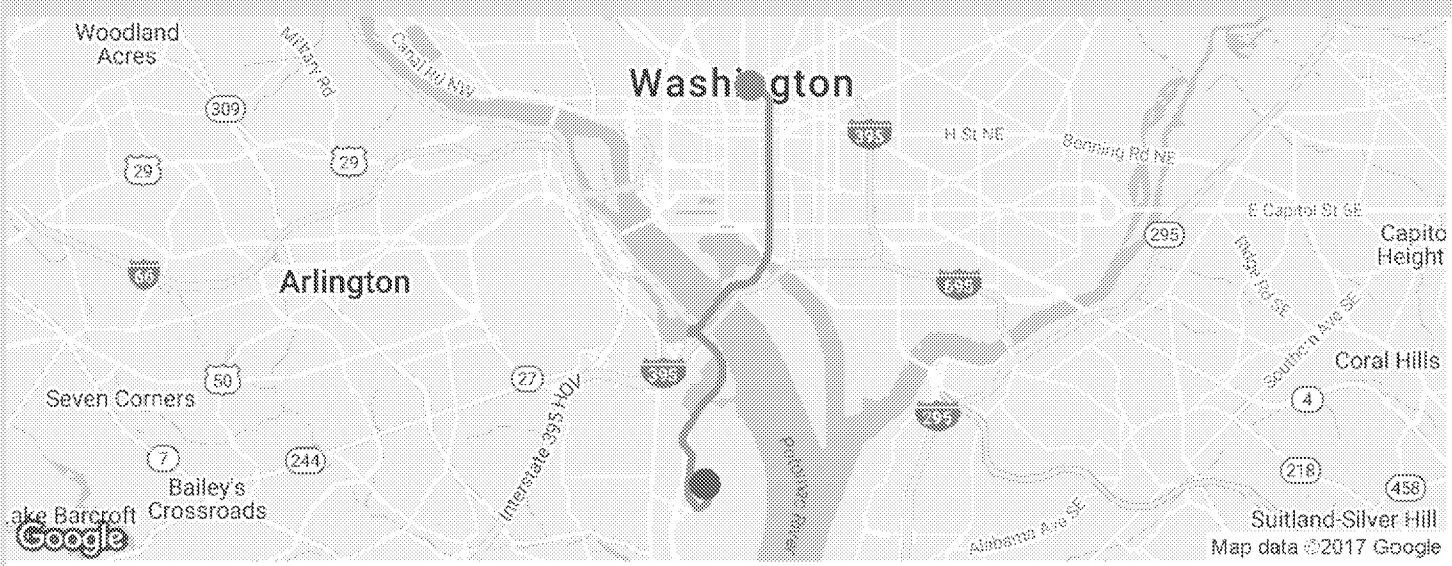
Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 1:43:56 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Your Monday morning trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

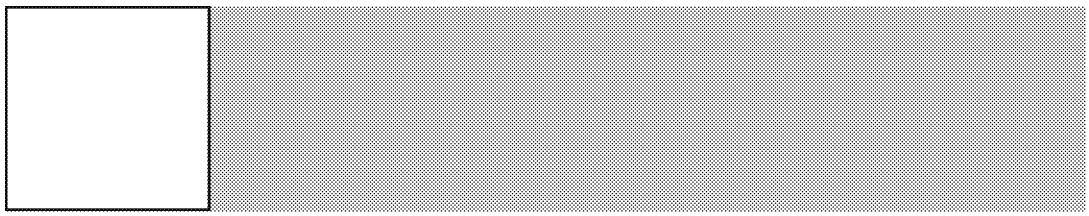
From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Monday, August 07, 2017 3:49 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Monday morning trip with Uber



$17.91

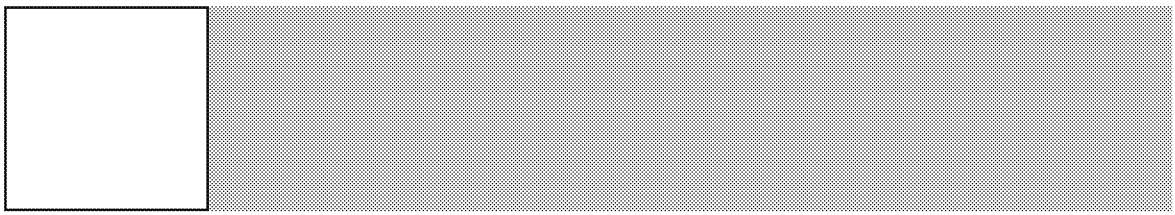
Thanks for choosing Uber, Albert

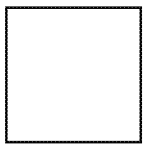
August 7, 2017 | uberX



04:35am | 1515 Massachusetts Ave NW, Washington, DC

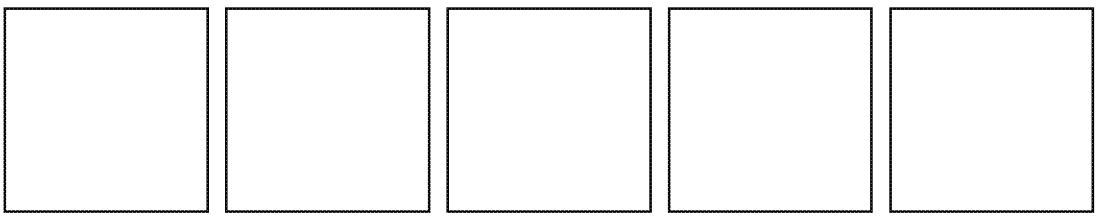
04:48am | 2 Aviation Cir, Arlington, VA





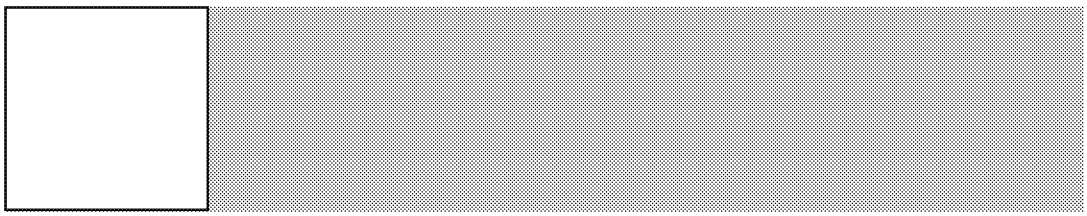
You rode with Patrick

5.17	00:12:27	uberX
miles	Trip time	Car

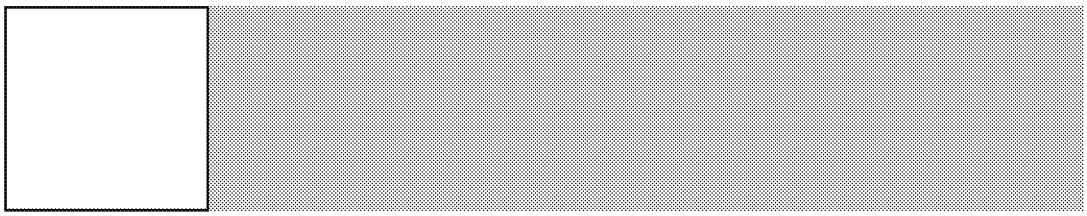


Add a tip

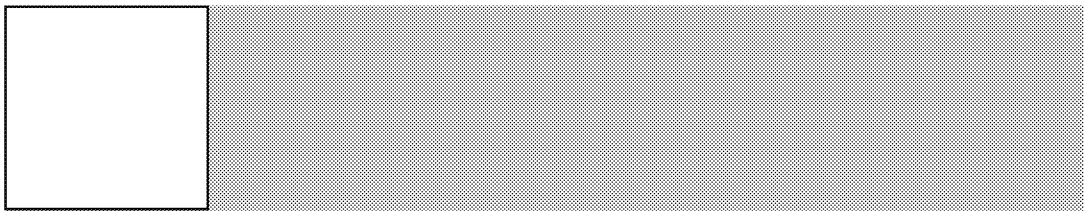
Your Fare



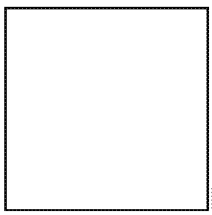
Trip fare 17.91



Subtotal $17.91



CHARGED



$17.91

Personal **** Ex. 6

Issued by Rasier

Receipt ID # a42b9fd7-086f-4fed-9b2b-ba069bf83f2f

Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

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Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/8/2017 6:42:07 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: RE: [EXTERNAL] resume'
Attachments: revised Resume (3).docm

This looks like the latest one Kell.

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Tuesday, August 08, 2017 1:37 PM
To: Tandy Donald <TDonald@SpiritBank.com>
Subject: [EXTERNAL] resume'

Do you have my latest

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

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Albert C. Kelly, Jr. "Kell"

Personal Phone / Ex. 6 • akelly@spiritbank.com

EXECUTIVE MANAGEMENT / COMMUNITY LEADER

PROFESSIONAL SUMMARY

High energy, hardworking executive who builds winning teams by motivating to high levels of performance. Leads by example. Experience successfully leading companies, local, state and national organizations. Strategic thinker. Created a business culture which emphasizes the importance of relationships with both customers and employees.

CORE COMPETENCIES

Organization, Communication, Motivational Speaker, Strategic Planning, Business Planning, Business Development, Relationship Development, Sales Training, Incentive Planning and Implementing, Team Leadership, Government Relations, Issue Advocacy, Political Activity

CAREER OVERVIEW

SPIRITBANK BRISTOW, OK 1984-PRESENT

Chairman 2012-Present; President and CEO 1990-2014; Vice President 1984-1990

Lead the bank and affiliates, to align with the board's vision. Guide executives and high level officers through daily operations, special projects, and problem management. Balance objectives internally and externally to strengthen and sustain the bank. Provide the bank a local and national presence by representing the bank at public meetings, conferences, legislative events, and sponsored events. Work in tandem with the CFO to ensure financial reporting accuracy, efficiency, asset liability management and overall profitability of the organization. Grew the bank from one location with $35 million in assets to a multiple location, multi city bank reaching $1.5 billion at its peak.

UNITED STATES ARMY RESERVE 1988-1996

Judge Advocate General Officer

Unit Responsibilities in many career phases.

Attained the rank of Captain.

MCMILLAN, VASSAR & KELLY BRISTOW, OK 1980-1985

Partner

General practice of law including work in banking, domestic relationship law, contracts, personal injury, oil and gas, and real estate.

ASSISTANT DISTRICT ATTORNEY, CREEK & OKFUSKEE COUNTIES, OK 1982-1984

Assistant District Attorney

Responsible for prosecution of all types of criminal violations including docket management, jury and non-jury trials and office administration.

BENCHMARKS & MILESTONES

EXECUTIVE MANAGEMENT/LEADERSHIP

- Co-founder and Co-Chairman of TRUST (Transportation Revenue Used Strictly For Transportation) Statewide transportation coalition, chiefly responsible for dramatic increase instate transportation revenue being expended on roadways and bridges
- Chairman of the Oklahoma Turnpike Authority: Responsible for administration of 606 miles of turnpike system in Oklahoma. The bond rating for the Oklahoma Turnpike Authority is one the highest in the nation and the value provided its customer is one of the -least costly in the country
- Founded and led the SpiritBank Ambassador Program which educated selected SpiritBankers on the legislative process and provided issue advocacy on strategically important legislation for the state
- Founding director of Retired Educators for Agriculture Program; a statewide program to provide high school and college students with hands-on agriculture-related internships

- Served on City of Bristow Park Board and helped lead a $4 million renovation of Bristow's City Park by raising all money from private sources
- Completed Board terms on the Oklahoma State Chamber of Commerce, Tulsa Chamber Of Commerce, Oklahoma Institute for Child Advocacy, Salvation Army, Oklahoma Policy Institute, Opportunity

Oklahoma, Oklahoma Center for Non-Profits, Bristow Park Board.

- Manager of Family Cattle Ranch responsible for daily care of approximately 200 head of cattle

BANKING/FINANCE

- Past Chairman of the American Bankers Association which represents over 5,000 banks nationwide
- Past Chairman of American Bankers Association Community Bankers Council which is the arm or the American Bankers Association Grass Roots Advocacy effort which organized and energized the rank and file bankers into a national lobby effort
- Served on American Bankers Association Board of Director for 8 years
- Past Chairman of the Oklahoma Bankers Association responsible for the representation of the over 250 banks then in Oklahoma

OTHER ASSOCIATIONS

Young Presidents Organization
Oklahoma Bar Association
American Bar Association
Bristow Rotary Club
NAACP Life Member
American Bankers Association
Oklahoma Bankers Association
Bristow Chamber of Commerce
Tulsa Chamber of Commerce
Bristow Historical Society

EDUCATION

Juris Doctorate, University of Oklahoma, Bachelor of Business Administration, University of Oklahoma

Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 7:55:21 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: RE: [EXTERNAL] Re: Your Thursday morning trip with Uber

I believe you should have those as well

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Monday, August 07, 2017 2:55 PM
To: Tandy Donald <TDonald@SpiritBank.com>
Subject: [EXTERNAL] Re: Your Thursday morning trip with Uber

Should have two trips in Chicago today-out and back

Sent from my iPad

On Aug 7, 2017, at 2:44 PM, Tandy Donald <TDonald@SpiritBank.com> wrote:

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Thursday, August 03, 2017 5:32 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Thursday morning trip with Uber

<map_da07e08e-6699-44a0-b817-58edc036b57b>

<image001.png>

<~WRI

$48.02

Thanks for choosing Uber, Albert

August 3, 2017 | uberX

05:56am | 1500 Massachusetts Ave NW, Washington, DC

06:31am | 1 Saarinen Cir, Sterling, VA

<image004.jpg>

You rode with Nsoatabe

26.01	00:34:51	uberX
miles	Trip time	Car

<~WRD029.jpg> <~WRD029.jpg> <~WRD029.jpg> <~WRD029.jpg> <~WRD029.jpg>

Add a tip

Your Fare

Trip fare	48.02
Subtotal	$48.02

CHARGED

$48.02

<~WRD029.jpg>Personal Ex. 6

Issued by Rasier

Receipt ID # da07e08e-6699-44a0-b817-58edc036b57b

<~WRD029.jpg>Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

<image005.jpg>

Need help?

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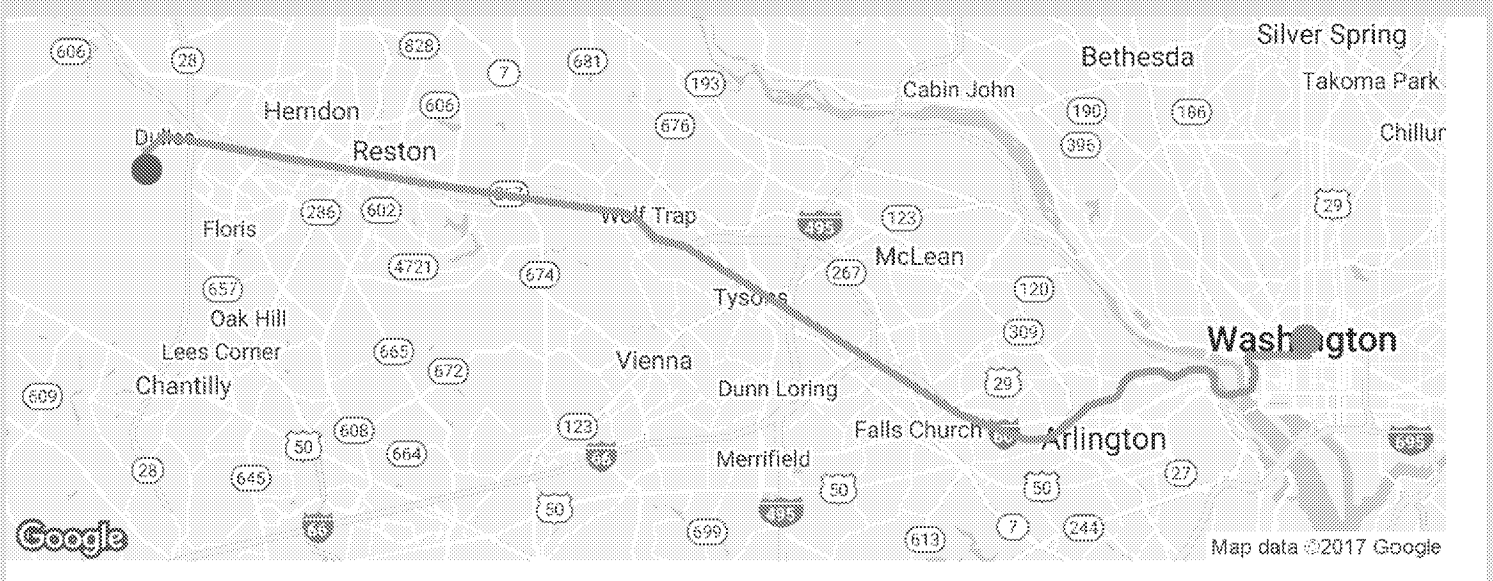
Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 7:42:49 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Your Thursday morning trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

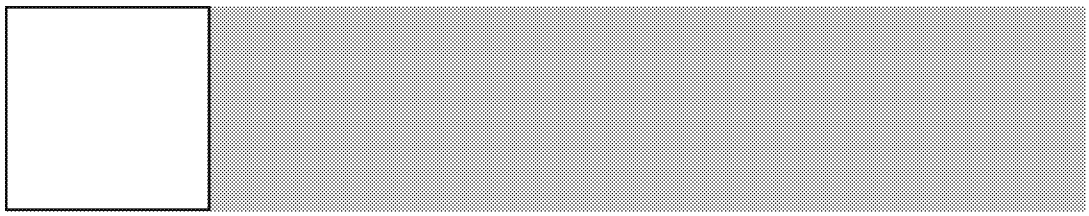
From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Thursday, August 03, 2017 5:32 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Thursday morning trip with Uber



$48.02

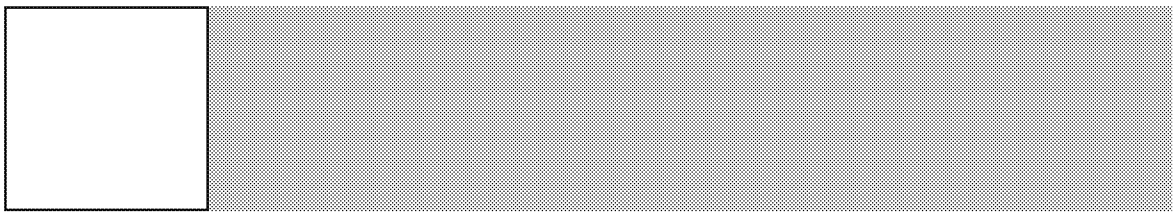
Thanks for choosing Uber, Albert

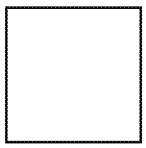
August 3, 2017 | uberX



05:56am | Ex. 6

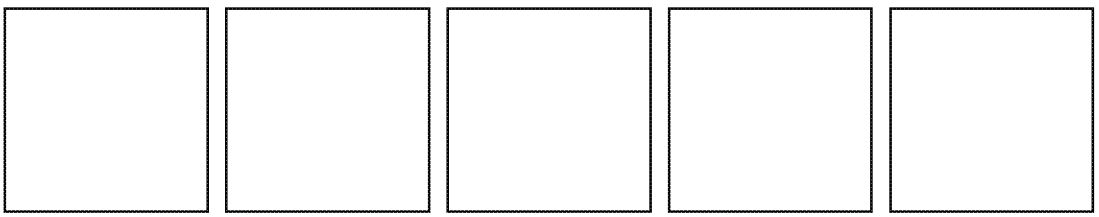
06:31am | 1 Saarinen Cir, Sterling, VA





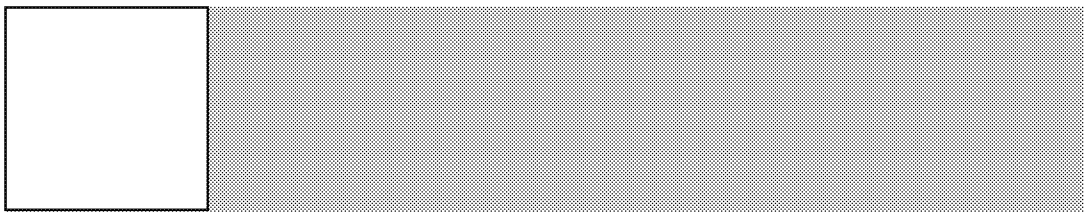
You rode with Nsoatabe

26.01	00:34:51	uberX
miles	Trip time	Car

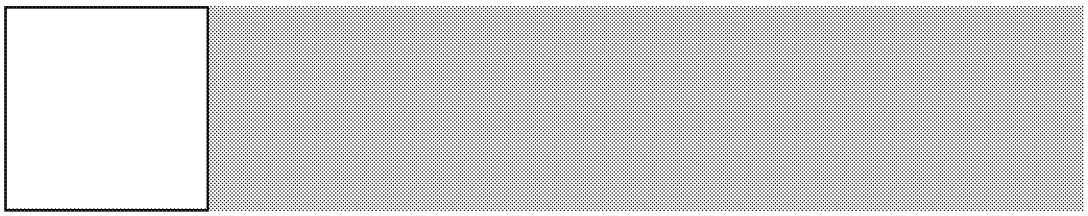


Add a tip

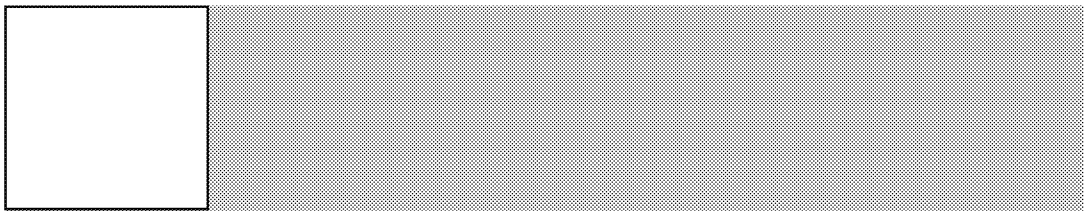
Your Fare



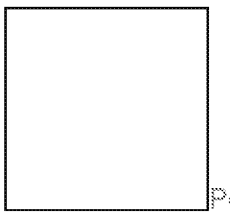
Trip fare 48.02



Subtotal $48.02



CHARGED



$48.02

Personal Ex. 6

Issued by Rasier

Receipt ID # da07e08e-6699-44a0-b817-58edc036b57b

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Share code: albertk1016ue

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For trips within the District of Columbia, you may contact DFHV at (202) 645-7300 or bit.ly/DFHV-Complaints if you believe your operator violated District law.

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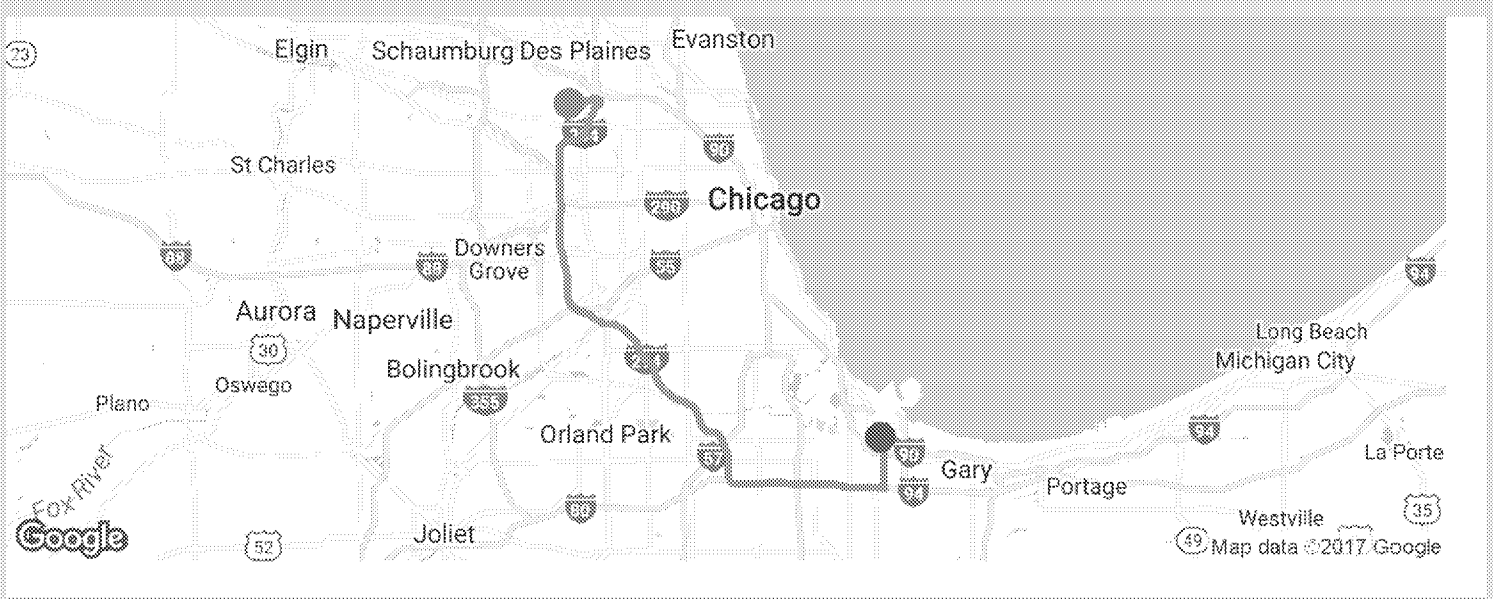
Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 7:37:34 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: FW: Your Monday morning trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

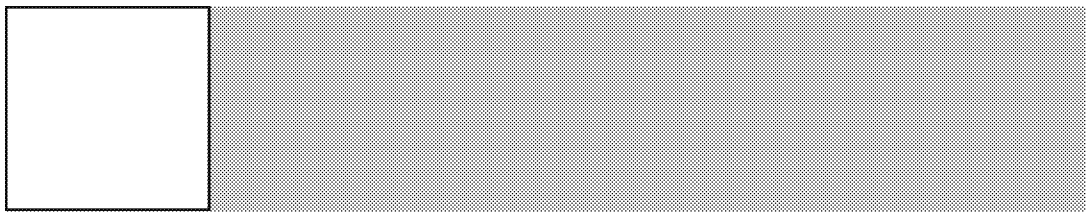
From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Monday, August 07, 2017 10:06 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Monday morning trip with Uber



$85.23

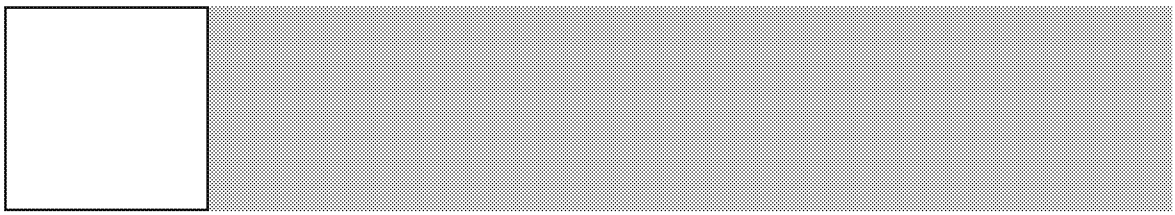
Thanks for choosing Uber, Albert

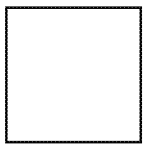
August 7, 2017 | uberX



07:23am | Departures - Terminal 2, Chicago, IL

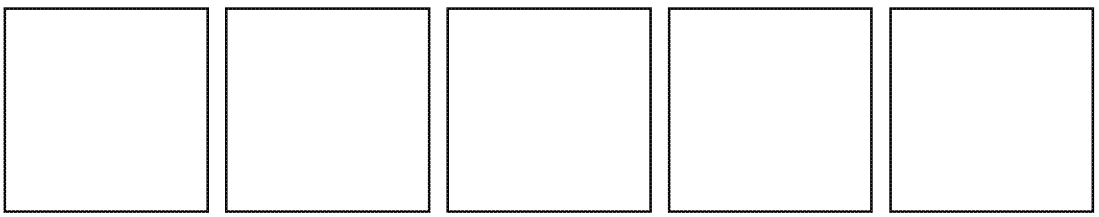
08:25am | 501-599 E 148th St, East Chicago, IN





You rode with Bartosz

54.23	01:02:13	uberX
miles	Trip time	Car



Add a tip

Try uberPOOL to save up to 75% off your uberX trip when you share it with another rider!
Share the ride. Share the cost.

Your Fare

Trip fare	76.55
Subtotal	**$76.55**
Wait Time (?)	0.68

CHARGED

$77.23

Personal Ex. 6

Tip 8.00

CHARGED

$8.00

Personal ••• Ex. 6

Transportation Network Company: Rasier, LLC.

Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

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Message

From: Tandy Donald [TDonald@SpiritBank.com]
Sent: 8/7/2017 7:31:44 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: RE: [EXTERNAL] Fwd: Kell's bio and photo
Attachments: Bio for Albert Kelly 3-24-2016.doc

Here is the latest one that I have – will need some updating

Tandy Donald
Executive Assistant
SpiritBank
Member FDIC
Executive Division
1800 S. Baltimore, Suite 620
Tulsa, OK 74119
Office phone: Ex. 6
Mobile phone: Ex. 6

Connect with us:
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Follow us on Twitter

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Monday, August 07, 2017 2:30 PM
To: Tandy Donald <TDonald@SpiritBank.com>
Subject: [EXTERNAL] Fwd: Kell's bio and photo

Do you have my latest you can send me

Sent from my iPad

Begin forwarded message:

> **From:** "Falvo, Nicholas" <falvo.nicholas@epa.gov>
> **Date:** August 7, 2017 at 9:57:11 AM CDT
> **To:** "Kelly, Albert" <kelly.albert@epa.gov>
> **Subject: FW: Kell's bio and photo**
>
> FYI.
> Do we have anything?
>
> ---
>
> **From:** Chang, Elle
> **Sent:** Monday, August 7, 2017 10:57 AM
> **To:** Falvo, Nicholas <falvo.nicholas@epa.gov>
> **Subject:** Kell's bio and photo

Good morning Nick, I was referred to you by Jessica Snyder. I am working on compiling EPA leadership bios for the tribal folks that will be attending the dinner in Tulsa next Monday. Do you have a generic bio and photo of Kell that you can share with me?

Thanks so much!

Elle Chang
American Indian Environmental Office (MC 2690-R)
U.S. EPA, Office of International and Tribal Affairs
1200 Pennsylvania Avenue, NW – Ronald Reagan Bldg.
Washington, DC 20460
Phone: (202) 564-2956
chang.elle@epa.gov

Partnering with Tribes to Make a Visible Difference
Find out more at www.epa.gov/tribal

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Albert C. Kelly, Jr.

PO Box 995
Bristow, OK 74010
Ex. 6 (Cell)
918-295-7242 (Work)

Education

University of Oklahoma College of Law 1980 Juris Doctorate
University of Oklahoma 1977 Bachelor of Business Administration
Bristow High School, Bristow, OK 74010

Employment Experience

SpiritBank – Chairman 2014 to Present
SpiritBank – President and Chief Executive Officer 1984 to 2014
McMillan, Vassar & Kelly – Partner in Law Firm 1980 – 1985
Creek and Okfuskee Counties, Oklahoma – Assistant District Attorney 1982 – 1984
Elder Mantooth and Haxel – Legal Intern 1978 – 1980

Government Service/Board Representations

American Bankers Association – Chairman – 2011 – 2012
American Bankers Association – Chairman Community Bankers Council, Government Relations Council 2002-2003
Oklahoma Transportation Authority – Vice Chairman and Board Member – 1995 – 2003
Oklahoma Turnpike Authority – Chairman 2011 to Present
TRUST (Transportation Revenue used Strictly for Transportation) Co-Chairman – 2005 to Present
Oklahoma Policy Institute – Board Member – 2009 to present
Tulsa Area Salvation Army – Advisory Board Member – 2008 – 2011
Oklahoma Bankers Association – Chairman – 2003 – 2004
Tulsa Chamber of Commerce – Board Member – 2005 – 2010
(REAP) Retired Educators for Agriculture Programs – Advisory Board Member
Bristow Park Board – Board Member
Oklahoma Institute for Child Advocacy – Board Member 1998 – 2004
Hillcrest Medical Center Foundation – Board Member 2001 – 2004
Oklahoma State Chamber of Commerce – Board Member 2004
Bristow Hospital Foundation – Past President and Secretary/Treasurer

Other Organizations

Young President's Organization, The Committee of One Hundred and One, The Oklahoma Roundtable, Bristow Rotary Club, NAACP Life Member, Bristow Chamber of Commerce, Tulsa Chamber of Commerce, Oklahoma Bar Association, Oklahoma Bankers Association, American Bankers Association, American Bar Association, Bristow Historical Society, Bristow Presbyterian Church, Bristow FFA Alumni-Chapter Farmer, National Youth Sports Coaches Association, and Presbytery – Eastern Oklahoma.

Military Service

United States Army Reserve, Captain, Honorable Discharge, 1996

Family

Spouse: Pallas Kelly *Children:* Albert Kelly, III, Kendal Wissel, Tyler Kelly and Caitlyn Andrews

Message

From: David C. Weber [DWeber@bdlaw.com]
Sent: 7/28/2017 12:04:02 AM
To: Ebright, Stephanie [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6fe08cfbe17940aabd4d999a19eada04-Ebright, Stephanie T.]; Cora, Lori [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c8850941bf1540c796559dce75c2f5ee-Cora, Lori]; Sheldrake, Sean [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=d16e2780a4094bba82daaa5283a71572-Sheldrake, Sean]
CC: Loren R. Dunn [LDunn@bdlaw.com]; Anne Fitzpatrick [AFitzpatrick@Geosyntec.com]; Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]; Mackey, Cyndy [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b2f2b414786040ee8d75a21fa1c04a9b-Mackey, Cyndy]; Peter Saba [psaba@schn.com]; Weaver, Elizabeth M. [elizabeth.weaver@nortonrosefulbright.com]; 'Christianson, Greg A.' [greg.christianson@morganlewis.com]; J.W. Ring (JWRing@ringbenderlaw.com) [JWRing@ringbenderlaw.com]; Christine L. Hein (CHein@ringbenderlaw.com) [CHein@ringbenderlaw.com]; kevin.j.vaughan@exxonmobil.com; mcusma@schn.com [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f0893ea4892247d181eb8d07bba0b3f5-mcusma@schn.com]; Karen Traeger (karen.traeger@total.com) [karen.traeger@total.com]; Matthew J. Stock [mstock@jzplaw.com]; Chris Bozzini (Chris.Bozzini@pgn.com) [Chris.Bozzini@pgn.com]
Subject: Portland Harbor Pre-RD Draft ASAOC and SOW -- SETTLEMENT / CONFIDENTIAL FRE 408 COMMUNICATION
Attachments: Draft PHPRDand Baseline SOW_RLSO_ready_7.27.17 9am.docx; 2017-07-27 Pre-RD AOC (redline).docx

SETTLEMENT / CONFIDENTIAL FRE 408 COMMUNICATION

All – Attached are proposed revisions from the Pre-RD Group on the draft ASAOC and SOW. We look forward to meeting with EPA on August 2 to continue our negotiations, including discussions on the Work Plan for Pre-RD Investigation and Baseline Sampling.

Regards,
David

David C. Weber
Principal

BEVERIDGE & DIAMOND, P.C.
1001 Fourth Avenue, Suite 4400, Seattle, WA 98154
T Ex. 6 F +1.206.315.4801 DWeber@bdlaw.com

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PRIVILEGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT
Subject to FRE 408 and Related Privileges
For Settlement Purposes Only

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 10

IN THE MATTER OF: Portland Harbor Superfund Site [Names of Respondents (if many, reference attached list)], Respondents Proceeding Under Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9607 and 9622	CERCLA Docket No. ____ **ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR PRE-REMEDIAL DESIGN INVESTIGATION AND BASELINE SAMPLING**

PRIVILEGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT
Subject to FRE 408 and Related Privileges
For Settlement Purposes Only

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I. JURISDICTION AND GENERAL PROVISIONS

1.1. This Administrative Settlement Agreement and Order on Consent ("Settlement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and [**insert names or attach list of Respondents**] ("Respondents"). This Settlement provides for the Respondents' performance of a Pre-Remedial Design ~~site-wide~~ investigation and baseline sampling program (PDI) and the payment of certain response costs incurred by the EPA and~~,~~ the Oregon Department of Environmental Quality (ODEQ), ~~and the Tribal Governments at or~~, in connection with the PDI Work to take place between November of 2017 and March of 2019 in the in-river portion of the Portland Harbor Superfund Site (the "Site") in Portland, Oregon.

1.2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607, and 9622 ("CERCLA"). This authority was delegated to the EPA Administrator on January 23, 1987 by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14-C (Administrative Actions Through Consent Orders, Apr. 15, 1994) and 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, May 11, 1994). This authority has been re-delegated by the Region 10, Regional Administrator to the Region 10, Director, Environmental Cleanup Office, and Unit Managers thereunder by EPA Delegation R10 14-14C(1).

~~1.3. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the natural resource trustees for the Portland HarborSite of negotiations with Respondents regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship. EPA encouraged the trustee(s) to participate in the negotiation of this Settlement consistent with the process agreed to in the 2001 Memorandum of Understanding related to the Site, as amended.~~

1.4. EPA and Respondents recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections V (Findings of Fact) and VI (Conclusions of Law and Determinations) of this Settlement. Respondents agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

2.1. This Settlement is binding upon EPA and upon Respondents and their successors, and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement.

2.2. Respondents ~~are jointly and severally liable for~~agree to carry~~ing~~ out all activities ~~required by~~agreed to in this Settlement. In the event of the insolvency or other failure of any Respondent to implement the requirements of this Settlement, the remaining Respondents shall complete all such requirements.

2.3. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Respondents to this Settlement.

2.4. Respondents shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing any Respondents with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Settlement. Respondents or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. STATEMENT OF PURPOSE

3.1. In entering into this Settlement, the objectives of the Parties are to: (a) implement investigation baseline sampling to update existing site-wide data; (b) ~~to begin long-term~~collect and evaluate trend analysis data ~~gathering~~; (c) refine the delineation of Sediment Management Areas ~~to begin the remedial design process~~; (d) collect and analyze data to facilitate completion of the third-party allocation amongst potentially responsible parties ("PRPs"); (e) collect and evaluate additional data regarding upstream and urban background conditions; (f~~e~~) provide for recovery of ~~response and~~, oversight costs incurred by EPA and~~,~~ ODEQ~~, and the Tribal Governments,~~ with respect to this Settlement; and (g~~f~~) ~~to~~ accomplish the objectives further described in the Statement of Work ("SOW") which is incorporated into this Settlement by this reference and made a part hereof as if fully set forth herein.

IV. DEFINITIONS

4.1. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the effective date of this Settlement as provided in Section XXVII.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"EPA ~~Future Response~~Oversight Costs" shall mean only those~~all~~ costs, including~~, but not limited to,~~ direct and indirect costs, that the EPA incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs~~, cooperative assistance grant costs related to oversight of the Work under this Settlement~~; the costs incurred pursuant to Section IX (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access, ¶ 18.3 (Work Takeover), ¶ 8.3 (Emergencies and Releases), ¶ 24.6 (Access to Financial Assurance),~~]~~ ~~¶ 8.4 (Community Involvement Plan (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e)),~~ and the costs incurred by the EPA in enforcing the terms of this Settlement, including all costs incurred in connection with Dispute Resolution pursuant to Section XIV (Dispute Resolution). ~~and all litigation costs. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Respondents have agreed to pay under this Agreement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from January 10, 2017 to the Effective Date.~~

"EPA Past Response Costs" shall mean all costs not inconsistent with the NCP, including direct and indirect costs, that the EPA paid at or in connection with the Site in developing the Statement of Work and Sampling and Analysis Plan attached to and incorporated into this Settlement and charged to account 10PX beginning March 1, 2017~~January 10, 2017~~, and through July 6, 2017, plus Interest on all such costs through such date.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at https://www.epa.gov/superfund/superfund-interest-rates.

"Interim Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs: (a) paid by the EPA in connection with negotiating this Settlement between July 6, 2017 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Non-Settling Owner" shall mean any person, other than a Respondent, that owns or controls any Affected Property, including [**insert names**]. The clause "Non-Settling Owner's Affected Property" means Affected Property owned or controlled by Non-Settling Owner.

"ODEQ" shall mean the Oregon Department of Environmental Quality and any successor departments or agencies of the State.

"ODEQ Oversight ~~Response~~ Costs" shall mean only those ~~all~~ direct and indirect costs that ODEQ incurs in coordinating and consulting with EPA in conjunction with EPA's planning and implementation of this Settlement, from March 1, 2017 through the date of completion of all Work agreed to by the Respondents under Section VIII of this Settlement. ODEQ Oversight Response Costs are only those costs incurred to fulfill the coordination and consultation role with EPA regarding implementation ~~requirements~~ of this Settlement, including review of plans, reports and assessments prepared pursuant to this Settlement, but excluding any costs related to natural resource damages assessments, liability or restoration or uplands investigation, or source control. ODEQ Oversight ~~Response~~ Costs that are not inconsistent with the NCP, 40 C.F.R. Part 300, ~~and~~ are recoverable response costs pursuant to Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607. ODEQ Oversight ~~Response~~ Costs shall not include the costs of oversight or data collected by ODEQ concerning any other response action or Settlement Agreement associated with the Site.

"Owner Respondent" shall mean any Respondent that owns or controls any Affected Property, including [**insert names**]. The clause "Owner Respondent's Affected Property" means Affected Property owned or controlled by Owner Respondent.

"Paragraph" or "¶" shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean EPA and Respondents.

"Portland Harbor Special Account" shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3) through prior settlements related to the Site.

"Portland Harbor Superfund Site" or "Site" for purposes of this Settlement shall mean the in-river portion of the site in Portland, Multnomah County, Oregon listed on the National Priorities List ("NPL") on December 1, 2000. 65 Fed. Reg. 75179-01 and for which a final remedy was selected in the January 2017 Record of Decision. As described in the Record of Decision, the Site extends in-river from approximately river mile ("RM") 1.9 to 11.8 and is depicted generally on the map attached as Appendix B.

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site, signed on January 3, 2017, by the Administrator of EPA, and all attachments thereto. A copy of the ROD can be found at https://www3.epa.gov/region10/pdf/ph/sitewide/record-of-decision-jan2017.pdf.

"Respondents" shall mean [**insert names of Respondents**] [**insert if applicable:** those Parties identified in Appendix C.]

"Section" shall mean a portion of this Settlement identified by a Roman numeral.

"Settlement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXV (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

"Sampling and Analysis Plan" or "SAP" shall mean the document describing the site-wide baseline investigation sampling, laboratory analysis, and ~~sampling related~~other activities that EPA and Respondents ~~must~~ have agreed ~~to~~will be performed under this Settlement, as summarized in the PDI Work Plan, which is an appendix to the Statement of Work attached as Appendix A to this Settlement.

"Selected Remedy" [EPA to provide definition of capitalized term used in sections 5.1.8 and 5.1.14]

"State" shall mean the State of Oregon.

"Statement of Work" or "SOW" shall mean the document describing the activities that EPA and Respondents have ~~must~~ agreed will be ~~to~~ performed to implement the ~~site-wide baseline~~PDI sampling and other Work, which is attached as Appendix A to this Settlement.

"Supervising Contractor" shall mean the principal contractor retained by Respondents to supervise and direct the implementation of the Work under this Settlement.

"Transfer" shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

~~"Tribal Governments" shall mean the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe.~~

~~References to "Tribal Governments" in this Settlement Agreement may be a reference to an individual tribe, the tribes collectively, or some combination thereof.~~

~~"Tribal Response Costs" shall mean only those all direct and indirect costs that the Tribal Governments and their employees, agents, contractors, consultants and other authorized representatives incur in coordinating and consulting with EPA in conjunction with EPA's planning and implementation of this Settlement. Tribal Response Costs are only those costs incurred to fulfill the requirements of thiscoordinate and consult with EPA regarding this Settlement, including review of plans, reports and assessments prepared pursuant to this Settlement; development of common positions and coordination among the Tribes;, briefings to tribal leaders and tribal communities; and scoping, planning and negotiating this Settlement and budgets,, but excluding any costs related to natural resource damages assessments, liability or restoration. Tribal Response Costs are not inconsistent with the NCP, 40 C.F.R. Part 300, and are recoverable response costs pursuant to Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607.. Tribal Response Costs shall not include the costs of oversight or data gathered by Tribal Governments concerning any other planned activity, response action, objective or Settlement Agreement associated with the Site or any areas outside of the Site as defined in this Settlement.~~

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and any federal natural resource trustee for the ~~Portland Harbor~~Site.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any "pollutant or contaminant" under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous substance" under ORS 465.200 et seq.

"Work" shall mean all activities and obligations that EPA and Respondents ~~are~~ have agreed will be ~~required to~~ performed pursuant to the SOW and the Work Plan under this Settlement, except those required by Section XI (Record Retention).

"Work Plan" shall mean the document describing all of the specific tasks that constitute the PDI Work that EPA and Respondents have agreed will be performed under this Settlement, which is an appendix to the Statement of Work attached as Appendix A to this Settlement.

V. FINDINGS OF FACT

5.1. EPA finds the following facts, which Respondents neither admit nor deny:

5.1.1. Historical industrial, commercial, agricultural, municipal, and residential practices and releases of contaminants dating back to the early 1900s contributed to the ~~majority of the,~~ observed chemical distribution of sediments within the Site. Historical sources responsible for the existing contamination include, but are not limited to: ship building, repair

and dismantling; wood treatment and lumber milling; storage of bulk fuels and manufactured gas plant (MGP) waste; chemical manufacturing and storage; metal recycling, production and fabrication; steel mills, smelters and foundries; electrical production and distribution; municipal combined sewer overflows; and stormwater from industrial, commercial, transportation, residential and agricultural land uses. Operations that continue to exist today include: bulk fuel storage; barge building; ship repair; automobile scrapping; recycling; steel manufacturing; cement manufacturing; operation and repair of electrical transformers; and many smaller industrial operations, as well as other commercial, agricultural, municipal, and residential practices.

5.1.2. On December 1, 2000, the Portland Harbor Superfund Site was listed on the National Priorities List due mainly to concerns about contamination in the sediments and the potential risks to human health and the environment from consuming fish. The most widespread contaminants found at the Site include, but are not limited to, polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), and dioxins/furans.

5.1.3. In 2001, EPA entered into a Memorandum of Understanding for the Portland Harbor Site (the "MOU") with the Oregon Department of Environmental Quality ("ODEQ"), National Oceanic and Atmospheric Administration within the Department of Commerce, the United States Fish and Wildlife Service within the Department of the Interior, the Oregon Department of Fish and Wildlife and certain tribal governments~~, the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe~~. The MOU, among other things, established the roles and responsibilities between EPA and ODEQ on managing the upland and in-river portions of the Site and~~;~~ set up a framework for technical and legal coordination among EPA and the Natural Resource Trustees~~; and relative to the Tribal Governments it sought to acknowledge the federal government's consultation requirements concerning the Portland Harbor Superfund Site, and to ensure the Tribal Governments' participation in the response actions at the Portland Harbor Superfund Site~~.

~~5.1.4. The Tribal Governments have treaty-reserved rights and resources and other rights, interests, or resources in the Site. The National Oceanic and Atmospheric Administration, the United States Department of the Interior, the Oregon Department of Fish & Wildlife, and the Tribal Governments are designated Natural Resource Trustees overseeing the assessment of natural resource damages at the Site. To the extent practicable, and if consistent with the objectives of the site-wide baseline sampling described herein, the work under this Settlement will be conducted so as to be coordinated with any natural resource damage assessment and restoration of the Portland Harbor Superfund Site. The Tribal Governments and the federal and state Natural Resource Trustees will be provided an opportunity to review and comment on plans, reports, and other deliverables submitted by Respondents to EPA under this Settlement.~~

5.1.5. A remedial investigation and feasibility study ("RI/FS") was initiated in 2001 and completed in 2017. As part of the RI/FS, baseline human health and ecological risk

assessments were conducted to estimate the current and future effects of contaminants in sediments, surface water, groundwater seeps, and fish tissue on human health and the environment. The risk assessments provided the basis for taking action and identified the contaminants of potential concern ("COPCs") and exposure pathways that the remedial action should address.

5.1.6. The baseline human health risk assessment ("BHHRA") estimated cancer risks and noncancer health hazards from exposures to a set of chemicals in sediments (both beach and in-river), surface water, groundwater seeps, and fish tissue from samples collected at the Site.

5.1.7. The baseline ecological risk assessment ("BERA") estimated risks to aquatic and aquatic-dependent species exposed to hazardous substances associated with the in-river Willamette River portion of the Site.

5.1.8. The BHHRA and BERA concluded that contamination within the Site poses unacceptable risks to human health and the environment from numerous contaminants of potential concern in surface water, groundwater, sediment, and fish tissue. The ~~final~~ selected remedy reduced the COPCs to 64 contaminants of concern ("COCs") that contribute the most significant amount of risk to the human and ecological receptors. See ROD, Appendix II, Tables 1–5.

5.1.9. A subset of the COCs, called focused COCs, was developed in order to simplify analysis and develop and evaluate ~~and evaluation of~~ remedial alternatives for the Site. The focused COCs include PCBs, PAHs, dioxins and furans, and DDx; and they contribute the most significant amount of site-wide risk to human and ecological receptors.

~~5.1.10. PCBs are classified as probable human carcinogens. Children exposed to PCBs may develop learning and behavioral problems later in life. PCBs are known to impact the human immune system and skin, especially in child receptors, and may cause cancer in people. Nursing infants can be exposed to PCBs in breast milk. PCBs can also bioaccumulate in fish, shellfish, and mammals. In birds and mammals, PCBs can cause adverse effects such as anemia and injuries to the liver, stomach, and thyroid gland. PCBs also can cause problems with the immune system, behavioral problems, and impaired reproduction.~~

~~5.1.11. PAHs are human health and ecological COCs. PAHs are suspected human carcinogens with potential to cause lung, skin, and bladder cancers with occupational exposure. Animal studies show that certain PAHs affect the hematopoietic, immune, reproductive and neurologic systems and cause developmental effects. They can cause inhibited reproduction, delayed emergence, sediment avoidance, and mortality. In fish, PAHs cause liver abnormalities and impairment of the immune system.~~

~~5.1.12. Dioxins and furans are human health and ecological COCs. Toxic effects in humans include reproductive problems, problems in fetal development or early childhood, immune system damage, and cancer. Nursing infants can be exposed to dioxins and furans in~~

~~breast milk. Dioxins and furans can bioaccumulate in fish, shellfish, and mammals. Animal effects include developmental and reproductive problems, hemorrhaging, and immune system problems.~~

~~5.1.13. DDx, which represents collectively DDT and its primary breakdown products dichlorodiphenyldichloroethane (DDD) and dichlorodiphenyldichloroethene (DDE), are human health and ecological COCs. DDT is considered a possible human carcinogen. DDT and DDE are stored in the body's fatty tissues. In pregnant women, DDT and DDE can be passed to the fetus. Nursing infants can be exposed to DDx in breast milk. Laboratory animal studies showed effects on the liver and reproduction. These compounds can accumulate in fish, shellfish and mammals, and can cause adverse reproductive effects such as eggshell thinning in birds.~~

5.1.14. The Selected Remedy requires active remediation (dredging, capping and enhanced natural recovery) at areas exceeding the remedial action levels ("RALs") for the focused COCs~~ and contaminated riverbanks adjacent to those areas~~. The Selected Remedy allows approximately 1,774 acres of sediment to recover naturally. The Selected Remedy is estimated to take 13 years to construct.

5.1.15. One of the first steps in implementing the ROD is to implement site-wide investigation baseline sampling to update existing data, begin long-term trend analysis data ~~gathering~~collecting, and further refine and delineate Sediment Management Areas in order to assist the remedial design process and the PRPs' allocation process.

5.1.16. The Work to be performed under this Settlement is necessary prior to the commencement of the remedial design phase and is required for the future i~~I~~mplementation of the ROD and to ~~this Settlement is necessary to~~ protect public health or welfare or the environment from unacceptable risks posed by ~~actual or threatened~~ releases of hazardous substances into the environment and pollutants or contaminants which may present an imminent and substantial endangerment to the public health or welfare.

5.1.17. Respondents have owned or operated facilities adjacent to the Portland Harbor Superfund Site and, pursuant to the terms of this Agreement, have agreed to step forward to conduct the PDI Work to move the overall project forward, to obtain necessary data required before remedial design work can commence and ~~so~~to ensure that the allocation among PRPs can be effectuated. ~~[include information about respondents].~~

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

6.1. Based on the Findings of Fact set forth above and the administrative record, EPA has determined that:

6.1.1. The Portland Harbor Superfund Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

6.1.2. The contamination found at the Site, as identified in the Findings of Fact above, includes [a] "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

6.1.3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

6.1.4. Each Respondent is a potentially responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and has agreed to enter into this Settlement and perform the Work agreed upon in this Settlement to advance the purposes enumerated in Section 3.1 above.

~~Respondents [**insert names**] are the "owner(s)" and/or "operator(s)" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).~~

~~Respondents [**insert names**] were the "owner(s)" and/or "operator(s)" of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).~~

~~Respondents [**insert names**] arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).~~

~~Respondents [**insert names**] accept, or accepted, hazardous substances for transport to the facility, within the meaning of Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4).]~~.

~~6.1.5. The conditions described in Section V, Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C.§ 9601(22).~~.

6.1.6. The ~~activities required~~Work agreed upon in ~~by~~ this Settlement ~~are~~ is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VII. SETTLEMENT AGREEMENT AND ORDER

7.1. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record for the Site, it is hereby ~~Ordered and~~, ~~A~~agreed that EPA and Respondents ~~shall~~ will comply with ~~all provisions of~~ this Settlement, including, but not limited to, the SOW, the Work Plan, and all appendices to this Settlement hereby incorporated by reference herein, ~~and all other documents incorporated by reference into this Settlement.~~.

VIII. PERFORMANCE OF THE WORK

8.1. Coordination and Supervision

8.1.1 Project Coordinators.

a. Respondents' Project Coordinator must have sufficient technical expertise to coordinate the Work. ~~Respondents' Project Coordinator may not be an attorney representing any Respondent in this matter and may not act as the Supervising Contractor.~~ Respondents' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

b. EPA has designated Sean Sheldrake of the Office of Environmental Cleanup (ECL), Region 10, as its Project Coordinator. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the EPA Project Coordinator, Sean Sheldrake, at 1200 Sixth Avenue, Suite 900, M/S ECL-115, Seattle, WA 98101 via electronic files to sheldrake.sean@epa.gov. Upon request by EPA, Respondents will also provide submissions on a compact disc. All requested electronic submissions must be formatted as directed by the EPA's Project Coordinator in order to be official file copies. Unless otherwise requested, EPA will not require hardcopy submissions of documents.

c. Respondents' Project Coordinator shall provide monthly progress reports to EPA and meet with EPA's Project Coordinator at least monthly to update EPA on the progress of the Work and resolve any technical questions not impacting the scope or structure of the Work in this Settlement.

8.1.2. Supervising Contractor. Respondents' Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ASQ/ANSI E4:2014, "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014).

8.1.3. Procedures for Disapproval/Notice to Proceed.

a. Respondents shall designate, and notify EPA, within 10 days after the Effective Date, of the name[s], title[s], contact information, and qualifications of Respondents' proposed Project Coordinator and Supervising Contractor, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise). ~~and do not have a conflict of interest with respect to the project.~~

b. EPA shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, Respondents shall, within 10 days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or

authorization to proceed regarding each supplemental proposed coordinator and/or contractor. Respondents may select any coordinator/contractor covered by an authorization to proceed and shall, within 21 days, notify EPA of Respondents' selection.

c. Respondents may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 8.1.3(a) and 8.1.3(b).

8.2. Performance of Work in Accordance with ~~SOW~~the Work Plan. EPA and Respondents ~~shall~~ agree ~~to~~that Respondents shall perform the PDI Work specified in the Work Plan ~~develop the Work Plan in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW~~. All deliverables required to be submitted for approval under the ~~Settlement or SOW~~Work Plan shall be subject to approval by EPA in accordance with ¶ 5 (Approval of Deliverables) of the SOW.

8.3. Emergencies and Releases. Respondents shall comply with the emergency and release response and reporting requirements under ¶ 3.5 (Emergency Response and Reporting) of the SOW. Subject to Section XVII (Covenants by EPA), nothing in this Settlement, including ¶ 3.5 of the SOW, limits any authority of EPA: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site associated with PDI Work, or (b) to direct or order such action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, i~~. If~~, due to Respondents' failure to take appropriate response action under ¶ 3.5 of the SOW.~~, EPA takes such action instead, Respondents shall reimburse EPA under Section XIII (Payment of Response Costs) for all costs of the response action.~~

8.4. Community Involvement. ~~If requested by~~ EPA and~~,~~ Respondents shall conduct community involvement activities ~~under EPA's oversight~~ as provided for in, and in accordance with, Section 2 (Community Involvement) of the SOW. ~~Costs incurred by EPA under this Section constitute EPA Future Response Costs to be reimbursed under Section XIII (Payments for Response Costs).~~

8.5. Modification of SOW or Related Deliverables.

8.5.1. A basic tenet of Respondents' willingness to undertake the Work under this Settlement was EPA's willingness to agree in advance on the scope of all of the Work to be performed under this Settlement and the incorporation of the Work Plan into the binding terms of this Settlement. The Work to be performed under this Settlement is therefore limited to the specific tasks described in the Work Plan. Under no circumstances shall EPA have the authority under the terms of this Settlement to require Respondents to perform any work not expressly identified in the Work Plan. ~~If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to carry out site-wide investigation baseline sampling, then EPA may notify Respondents of such modification. If Respondents object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XIV (Dispute Resolution).~~

8.5.2. The SOW and the Work Plan ~~and/or related work plans shall be~~will~~can~~ only be modified by the mutual written consent of all Parties to this Settlement, each at its sole discretion. ~~, (1) in accordance with the modification issued by EPA; or (2)~~ ~~If Respondents invoke dispute resolution, in accordance with the final resolution of the dispute.~~ ~~A~~at which point the~~The~~ modification shall be incorporated into and enforceable under this Settlement. ~~, and~~ Respondents ~~shall implement all work required by such~~agree to ~~modification. Respondents shall~~ incorporate any agreed to~~the~~ modification into the deliverable required under the SOW, as appropriate.

8.5.3. Nothing in this Paragraph shall be construed to limit EPA's authority under any source other than this Settlement to require performance of ~~further~~response actions, whether through settlements, administrative orders or otherwise~~as otherwise provided in this Settlement~~.

8.6. **Peer Review.** A panel of experts will be selected by EPA and Respondents ("Peer Review Panel") to evaluate certain issues as defined in this paragraph and to help facilitate dispute resolution as provided in Section XIV.

8.6.1. **Selection of Peer Review Panel.** Within twenty-one (21) days of the Effective Date of this Settlement, EPA and Respondents shall select a neutral person (the "Peer Review Panel Selector") to select three experts to serve on the Peer Review Panel. If EPA and Respondents cannot agree on an Expert Panel Selector, the Administrator's Designee as defined in ¶ 14.3.1 will chose the Expert Selector. The Expert Selector shall select persons who have expertise relevant to the nature and scope of the Work to be performed under this Settlement and shall endeavor to ensure that all relevant areas of expertise are represented. Panel members shall be impartial. Prior to the Expert Selector's selection of Expert Panel members, both EPA and Respondents will have an opportunity to identify to the Expert Selector the appropriate areas of expertise of Expert Panel members and to recommend to the Expert Selector potential members for the panel.

8.6.2. **Review of PDI Report by Peer Review Panel.** Upon Respondents' completion of the PDI Report described in Section 3.3 of the SOW, Respondents shall concurrently submit the PDI Report to EPA and the Peer Review Panel. Prior to EPA taking any action on the PDI Report, the Peer Review Panel will evaluate the PDI Report and, at a minimum, assess the following issues: (1) the sufficiency of the PDI Report in summarizing and documenting the investigation performed; (2) the identification and underlying analysis regarding the active remedial footprints; (3) the evaluation of surface weighted average concentrations (SWACs); (4) the evaluation of upstream background conditions; (5) the analysis of natural recovery trends; and (6) the evaluation of fish tracking results and fish home ranges. Within sixty (60) days of submission of the PDI Report, the Peer Review Panel shall issue a preliminary written report to EPA and Respondents ("Preliminary Peer Review Report") summarizing its preliminary findings on each issue identified above, making specific recommendations as to whether EPA should accept the findings and conclusions of the PDI Report or whether changes should be suggested or additional or different analyses should be requested, and identifying any additional information the Peer Review Panel may need in finalizing its conclusions.

8.6.3. **Review of Preliminary Peer Review Report.** EPA and Respondents shall have twenty-one (21) days to comment on the Preliminary Peer Review Report and the option to request a telephonic conference with the Panel. If a conference is requested by any Party, all Parties shall have the option of making a presentation to the Panel regarding their comments on and evaluation of the Preliminary Peer Review Report. If a conference is requested, the conference shall be scheduled within twenty-one (21) days of the request being made. Following the conference, the Peer Review Panel shall issue a final Peer Review Report within thirty (30) days of the conference. If no conference is requested, the Preliminary Peer Review Report shall become the Final Peer Review Report.

8.6.4. **Review of Final Peer Review Report.** EPA and Respondents agree to accept the Final Peer Review Report unless within sixty (60) days of its issuance a Party requests review of the Report in a written request to the Administrator of the Environmental Protection Agency or the Administrator's Designee as defined in ¶ 14.3.1. The Party requesting review of the Final Peer Review Report shall specify in writing in its request for review all technical issues of which it seeks review. Any Party opposing the request shall have twenty-one (21) days to respond in writing with relevant information supporting its position. An in-person or telephonic conference may be scheduled in the sole determination of the Administrator or his or her designee. The Administrator or his or her designee shall make a determination on the request in writing within thirty (30) days after the opposing submission(s) are submitted in writing, or the conference, whichever is later. The determination of the Administrator or his or her designee shall be binding on the Parties.

IX. PROPERTY REQUIREMENTS

9.1. Agreements Regarding Access and Non-Interference. Respondents shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondents and the EPA, providing that such Non-Settling Owner, and Owner Respondent shall, with respect to any Owner Settling Respondent's Affected Property: (i) provide EPA, Respondents, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those activities listed in ¶ 9.2 (Access Requirements); and (ii) refrain from using such Affected Property in any manner that interferes with or adversely affects the implementation or integrity of the Work.

9.2. Access Requirements. The following is a list of activities for which access is required regarding the Affected Property:

9.2.1. Monitoring the Work;

9.2.2. Verifying any data or information submitted to the EPA;

9.2.3. Conducting investigations regarding contamination at or near the Site;

9.2.4. Obtaining samples;

9.2.5. Assessing the need for, planning, implementing, or monitoring response actions;

9.2.6. Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as provided in the SOW;

9.2.7. Implementing the Work pursuant to the conditions set forth in ¶ 18.3 (Work Takeover);

9.2.8. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with Section X (Access to Information);

9.2.9. Assessing Respondents' compliance with the Settlement; and,

9.2.10. Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement.~~; and~~

9.2.11. ~~Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.~~

9.4. Best Efforts. As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Respondents would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If Respondents are unable to accomplish what is required through "best efforts" in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondents, or take independent action, in obtaining such access. All costs incurred by the EPA in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute EPA Oversight ~~Future Response~~ Costs to be reimbursed under Section XIII (Payment of Response Costs).

9.5. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed to implement the Work, Respondents shall cooperate with EPA's efforts to secure and ensure compliance with such institutional controls.

9.6. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondents shall continue to comply with their obligations under the Settlement, including their obligation[s] to secure access from the new owner of the Affected Property.

9.7. **Notice to Successors-in-Title**. Owner Respondent shall, prior to entering into a contract to Transfer its Affected Property, or 60 days prior to Transferring its Affected Property, whichever is earlier: (a) Notify the proposed transferee that EPA has determined that site-wide investigative baseline sampling must be performed at the Site, that potentially responsible parties have entered into an Administrative Settlement Agreement and Order on Consent requiring implementation of such baseline sampling, (identifying the name, docket number, and the effective date of this Settlement); and (b) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

9.8. Notwithstanding any provision of the Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

10.1. Respondents shall provide to EPA, upon request, copies of all records, reports, documents and other information (including records, reports, documents and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to ~~activities~~ Work under this Settlement~~at the Site or to the implementation of this Settlement~~, including, but not limited to validated data, sampling results, ~~analysis,~~ chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make reasonably available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

10.2. **Privileged and Protected Claims.**

10.2.1. Respondents may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with ¶ 10.2.2, and except as provided in ¶ 10.2.3.

10.2.2. If Respondents assert such a privilege or protection, they shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

10.2.3. Respondents may make no claim of privilege or protection regarding: (1) any data ~~regarding the Site~~collected in performing the Work under this Settlement, including,

but not limited to, all such sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data~~, or the portion of any other Record that evidences conditions at or around the Site~~; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Settlement.

10.3. **Business Confidential Claims**. Respondents may assert that all or part of a Record provided to EPA under this Section or Section XI (Record Retention) is business confidential to the extent permitted by and in accordance with ¶ 10.2.3, Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondents assert business confidentiality claims. Records claimed as confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

10.4. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XI. RECORD RETENTION

11.1. Until 10 years after completion of the Remedial Action, ~~Respondents shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to their liability under CERCLA with respect to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site.~~ e~~E~~ach Respondent must ~~also~~ retain, and instruct its contractors and agents to preserve ~~, for the same period of time specified above,~~ all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

11.2. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided for in ¶ 10.2 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA.

11.3. Each Respondent certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding

the Site since notification of potential liability by EPA and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XII. COMPLIANCE WITH OTHER LAWS

12.1. Nothing in this Settlement limits Respondents' obligations to comply with the requirements of all applicable federal and state laws and regulations. Respondents must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Settlement, if approved by EPA, shall be considered consistent with the NCP.

12.2. **Permits**. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(c)(3) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e. within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal, state, or local permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

12.3. Respondents may seek relief under the provisions of Section XV (Force Majeure) for any delay in performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 12.2 (Permits) and required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. PAYMENT OF RESPONSE COSTS

13.1. **Payment for EPA Past Response Costs**

13.1.1. Within ~~30~~ 60 days after the Effective Date, Respondents shall pay to EPA $___ for EPA Past Response Costs not inconsistent with the NCP. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Respondents by EPA, Region 10, and shall be accompanied by a statement identifying the name and address of the party making payment, the Site name, the EPA Region, the account number 10PX, and the EPA docket number for this action.

13.1.2. At the time of payment, Respondents shall send notice that such payment has been made by email to acctsreceivable.cinwd@epa.gov, and to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

13.1.3. The total amount to be paid by Respondents pursuant to Paragraph 13.1.1 shall be deposited by EPA in the Portland Harbor Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, ~~or to be transferred by EPA to the EPA Hazardous Substance Superfund~~.

13.2. **Payment for EPA ~~Future Response~~Oversight Costs**

13.2.1. Respondents shall reimburse EPA for all EPA ~~Future Response~~Oversight Costs incurred pursuant to this Settlement and not inconsistent with the NCP. On a periodic basis, EPA will send Respondents a bill requiring payment that includes a SCORPIOS Report or similar EPA-prepared cost summary report. Respondents shall make all payments within 30 days of any Respondent's receipt of each bill requiring payment, except as otherwise provided in Paragraph 13.5 (Contesting Oversight ~~Future Response~~ Costs).

13.2.2. Payments made pursuant to this Paragraph 13.2 shall be made by EFT in accordance with EFT instructions provided by EPA, or by submitting a certified or cashier's check or checks made payment to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment, the Site name, the EPA Region, the account number 10PX, and the EPA docket number for this action. Respondents shall send the check to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

Respondents shall use the following address for payments made by overnight mail:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101-1229

13.2.3. At the time of payment, Respondents shall send notice that payment has been made to EPA to the Region 10 Project Coordinator and to the Servicing Finance Office, EPA Finance Center, MS-NWD, Cincinnati, OH 45268.

13.3. The total amount paid by Respondents for EPA ~~Future Response~~Oversight Costs will be deposited by EPA in the Portland Harbor Special Account. These funds will be retained and used by EPA to conduct or finance response actions at or in connection with the Site~~, or to be transferred by EPA to the EPA Hazardous Substance Superfund~~.

13.4. **Interest**. In the event that any payment for EPA Past Response Costs or EPA ~~Future Response~~Oversight Costs is not made by the date required, Respondents shall pay Interest

on the unpaid balance. The Interest on EPA Past Response Costs shall begin to accrue on the Effective Date. The Interest on EPA Oversight ~~Future Response~~ Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the EPA by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVI (Stipulated Penalties).

13.5. **Contesting EPA ~~Future Response~~Oversight Costs**. Respondents may initiate the procedures of Section XIV (Dispute Resolution) regarding payment of any EPA Oversight ~~Future Response~~ Costs billed under ¶ 13.2 (Payments for EPA Oversight~~Future Response~~ Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of EPA ~~Future Response~~Oversight Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision of this Settlement or provisions of the NCP. To initiate such dispute, Respondents shall submit a Notice of Dispute in writing to the EPA Project Coordinator within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested ~~Future Response~~Oversight Costs and the basis for objection. If Respondents submit a Notice of Dispute, Respondents shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested EPA Oversight ~~Future Response~~ Costs to EPA in the manner described in ¶ 13.2, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC) and remit to that escrow account funds equivalent to the amount of the contested EPA ~~Future Response~~Oversight Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested EPA Oversight ~~Future Response~~ Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in ¶ 13.2. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in ¶ 13.2. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Oversight ~~Future Response~~ Costs.

13.6. **Payment of ODEQ Oversight ~~Response~~ Costs**

13.6.1. Following the issuance of this Settlement, ODEQ will submit a detailed accounting to Respondents' Project Coordinator on a monthly basis of all Support Agency oversight costs incurred by ODEQ for the ~~implementation and~~ oversight of this Settlement. Respondents shall pay all direct and indirect Support Agency costs incurred by ODEQ for ~~implementation and~~ oversight of this Settlement that are not inconsistent with the NCP.

13.6.2. Except for any ODEQ oversight costs that they dispute in a manner agreed to by ODEQ and Respondents, Respondents shall, within 30 days of receipt of each ODEQ invoice, remit payment to ODEQ in a manner agreed to by ODEQ and Respondents.

13.6.3. ODEQ invoices will include a summary of costs billed to date and all underlying documentation including but not limited to: ODEQ personnel time sheets; travel authorizations and vouchers; ODEQ contractor monthly invoices; and all applicable laboratory invoices.

13.6.4. Disputes regarding ODEQ oversight bills shall be resolved in accordance with a process agreed to between ODEQ and Respondents outside of this Settlement, and neither ruled by nor conducted under Section XIV of this Settlement.

~~13.7. **Payment of Past Tribal Response Costs**~~

~~13.7.1. Within 30 days of the execution of this Settlement, the Tribal Governments shall submit detailed invoices to the Respondents' Project Coordinator for past costs associated with the development of this Settlement from March 1, 2017 until the date of execution of this Settlement. Respondents shall agree to pay all Tribal past Response Costs associated with the development of this Settlement that are not inconsistent with the NCP and that are not more than ____% of EPA Past costs. and as agreed to by the Tribal Governments and Respondents outside of this Settlement.~~

~~13.7.2. Except for any Tribal past Response Costs that they dispute in a manner agreed to by the Tribal Governments and Respondents, Respondents shall, within 30 days of receipt of the invoices, remit payment to the Tribal Governments in a manner agreed to by the Tribal Governments and Respondents.~~

~~13.7.3. Disputes regarding Tribal past Response Costs shall be resolved in accordance with a process agreed to between the Tribal Governments and Respondents outside of this Settlement, and neither ruled by nor conducted under Section XIV of this Settlement.~~

~~13.8. **Payment of Future Tribal Response Oversight Costs**~~

~~13.8.1. Following the issuance of this Settlement, the Tribal Governments will submit a detailed accounting to the Respondents' Project Coordinator on a monthly basis of all Tribal Response Oversight Costs incurred by the Tribal Governments in relation to this Settlement. Respondents shall pay all Tribal Response Costs associated with this Settlement that are not inconsistent with the NCP and as agreed to by the Tribal Governments and Respondents outside of this Settlement.~~

~~13.8.2. Except for any Tribal Response Costs that they dispute in a manner agreed to by the Tribal Governments and Respondents, Respondents shall, within 30 days of receipt of the invoices, remit payment to the Tribal Governments in a manner agreed to by the Tribal Governments and Respondents.~~

~~13.8.3. Disputes regarding Tribal Response Costs shall be resolved in accordance with a process agreed to between the Tribal Governments and Respondents outside of this Settlement, and neither ruled by nor conducted under Section XIV of this Settlement.~~

XIV. DISPUTE RESOLUTION

14.1. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

14.2. **Informal Dispute Resolution**. If Respondents object to any EPA decision or action taken pursuant to this Settlement, including billings for EPA Oversight ~~Future Response~~ Costs, they shall send EPA a written Notice of Dispute describing the objection(s) within thirty (30) days after such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have thirty (30) days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended only upon the mutual agreement of all Parties to this Settlement. ~~at the sole discretion of EPA.~~ Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

14.3. **Formal Dispute Resolution**. If the Parties are unable to reach an agreement on any matter in dispute within the Negotiation Period, any Party may submit the matter for formal dispute resolution in accordance with this paragraph.

14.3.1. For disputes related to [identify specific non-technical issues that could be subject to dispute], at any time after the Negotiation Period runs, any Party may submit the matter for a formal, written determination by an EPA official or officials designated by EPA's Administrator to resolve disputes under this Settlement ("Administrator's Designee"). Any Party submitting a matter for resolution under this subparagraph shall provide to the Administrator's Designee with a concurrent copy to all other Parties a written request for resolution that includes, at a minimum, a statement of the matter in dispute, a summary of efforts to resolve the dispute informally, a succinct summary of the resolution sought and the basis for that determination, and any other materials that the Party deems necessary for resolution of the issue ("Request for Resolution"). At any time within twenty-one (21) days after receipt of the Request for Resolution, any other Party may provide to the Administrator's Designee with a concurrent copy to all other Parties a written response to the Request for Resolution that includes, at a minimum, a statement of the Party's position on the matter in dispute, a succinct summary of the resolution sought by that Party and the basis for that determination, and any other materials that the Party deems necessary for resolution of the issue ("Response to Request for Resolution"). Any Party, in submitting a Request for Resolution or Response to Request for Resolution, may request the opportunity for a teleconference with the Administrator's Designee and other Parties in advance of the determination. If such a teleconference is requested, it shall be scheduled by the Administrator's Designee for a mutually acceptable date and time within twenty-one (21) days of any Response to Request for Resolution or as soon as practicable thereafter. Within ten (10)

days after such teleconference, or if no teleconference is requested, within twenty-one (21) days after the Response to Request for Resolution is submitted, the Administrator's Designee shall issue a written determination on the dispute to all Parties ("Final Determination"), which shall constitute EPA's final decision on the matter. EPA and Respondents shall thereafter comply with the Final Determination.

14.3.2. For all other disputes not specifically enumerated in ¶ 14.3.1, any Party that wishes to pursue formal dispute resolution of any matter under this Settlement must submit the matter for a determination by the Peer Review Panel. Any Party submitting any matter for resolution under this subparagraph shall provide to the Peer Review Panel with a concurrent copy to all other Parties a written request for resolution that includes all of the same components of a Request for Resolution described in ¶ 14.3.1 ("Request for Determination by the Peer Review Panel"). At any time within twenty-one (21) days after receipt of the Request for Determination by the Peer Review Panel, any other Party may provide to the Peer Review Panel with a concurrent copy to all other Parties a written response that includes all of the same components of a Response to Request for Resolution described in ¶ 14.3.1 ("Response to Request for Determination by the Peer Review Panel"). Any Party, in submitting a Request for Determination by the Peer Review Panel or a Response to Request for Determination by the Peer Review Panel may request the opportunity for a teleconference with the Peer Review Panel and other Parties in advance of the determination. If such a teleconference is requested, it shall be scheduled by the Peer Review Panel for a mutually acceptable date and time within twenty-one (21) days of any Response to Request for Determination by the Peer Review Panel or as soon as practicable thereafter. Within ten (10) days after such teleconference, or if no teleconference is requested, within twenty-one (21) days after the Response to Request for Determination by the Peer Review Panel is submitted, the Peer Review Panel shall issue a written determination on the dispute to all Parties ("Determination by Peer Review Panel"), which shall include, at a minimum, a statement of the determination and a summary of the basis for that determination. EPA and Respondents shall thereafter comply with the Determination by Peer Review Panel unless, within ten (10) days after issuance of the Request for Determination by the Peer Review Panel, any Party submits to the Administrator's Designee with concurrent copy to the other Parties a request for reconsideration of the Peer Review Panel's determination ("Request for Reconsideration"), which shall include, at a minimum, the relevant Request(s) for Determination by the Peer Review Panel, Response(s) to Request(s) for Determination by the Peer Review Panel, Determination by Peer Review Panel, and statement of the specific action requested, and a succinct statement of the grounds for reconsideration of the Determination by the Peer Review Panel or portion thereof. At any time within ten (10) days after receipt of the Request for Reconsideration, any other Party may provide to the Administrator's Designee with a concurrent copy to all other Parties a written response ("Response to Request for Reconsideration") that includes, at a minimum, a statement regarding the action requested and a succinct summary of the Parties' position on the matter in dispute. Within ten (10) days after the Response to Request for Resolution is submitted, the Administrator's Designee shall issue a written determination on the dispute to all Parties ("Final Determination"), which shall constitute EPA's final decision on the matter. EPA and Respondents shall thereafter comply with the Final Determination.

~~If the Parties are unable to reach an agreement within the Negotiation Period, the Director of the EPA Region 10 Office of Environmental Cleanup or his/her Associate Director will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.~~

14.4. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement, except as provided by ¶ 13.5 (Contesting EPA ~~Future~~ Oversight ~~Response~~ Costs), as agreed by EPA.

14.5. Except as provided in ¶ 16.4, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVI (Stipulated Penalties).

XV. FORCE MAJEURE

15.1. "Force Majeure" for purposes of this Settlement is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents' contractors that delays or prevents the performance of any obligation under this Settlement despite Respondents' best efforts to fulfill the obligation. The requirement that Respondents exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or increased cost of performance.

15.2. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify the EPA Project Coordinator orally or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Environmental Cleanup Office, EPA Region 10, within 24 hours of when Respondents first knew that the event might cause a delay. Within 10 days thereafter, Respondents shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to

know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents' contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 15.1 and whether Respondents have exercised their best efforts under ¶ 15.1, EPA may, in its unreviewable discretion, excuse in writing Respondents' failure to submit timely or complete notices under this Paragraph.

15.3. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

15.4. If Respondents elect to invoke the dispute resolution procedures set forth in Section XIV (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of ¶¶ 15.1 and 15.2. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement identified to EPA.

15.5. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondents from meeting one or more deadlines under the Settlement, Respondents may seek relief under this Section.

XVI. STIPULATED PENALTIES

16.1. Respondents ~~shall~~ agree to be liable to EPA for stipulated penalties in the amounts set forth in ¶ 16.2 for any noncompliance with the requirements of this Settlement unless excused under Section XV (Force Majeure). "Comply" as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement. If (i) an initially submitted or resubmitted deliverable contains a material defect and the conditions are met for modifying the deliverable under ¶ 5 of the SOW; or (ii) a resubmitted deliverable contains a material defect; then the material defect constitutes a lack of compliance for purposes of this Paragraph.

16.2. The following stipulated penalties shall accrue per violation per day for any non-compliance with the requirements of this Settlement Agreement, including late payments of EPA Oversight ~~Future Response~~ Costs.

Penalty Per Violation Per Day	Period of Noncompliance
$ 250	1st through 7th day
$ 500	8th through 14th day
$ 1,500	15th through 30th day
$ 2,500	31st day and beyond

16.3. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 18.3 (Work Takeover), Respondents ~~shall be liable for~~ agree to a liquidated damages amount ~~a stipulated penalty in the amount~~ of $200,000 or 25% of the cost of the Work, EPA performs, whichever is less. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under ¶ 18.3 (Work Takeover) and ¶ 24.6 (Access to Financial Assurance).

16.4. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ 5.6 (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the EPA Region 10 Office of Environmental Cleanup, Director or Associate Director, under Section XIV (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

16.5. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

16.6. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XIV (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment

is for stipulated penalties and shall be made in accordance with ¶ 13.2 (Payments for EPA Oversight ~~Future Response~~ Costs).

16.7. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 16.4 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 16.6 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

16.8. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement.

16.9. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(*l*) of CERCLA, 42 U.S.C. § 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided, however, that EPA shall not seek civil penalties pursuant to Section 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 18.3 (Work Takeover).

16.10. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XVII. COVENANTS BY EPA

17.1. Except as provided in Section XVIII (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, EPA Past Response Costs, and EPA Oversight ~~Future Response~~ Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement. These covenants extend only to Respondents and do not extend to any other person.

XVIII. RESERVATIONS OF RIGHTS BY EPA

18.1. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States under any authority other than this Settlement to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous

substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law under a separate order or consent decree.

18.2. The covenants set forth in Section XVII (Covenants by EPA) above do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

18.2.1. liability for failure by Respondents to meet a requirement of this Settlement;

18.2.2. liability for costs not included within the definition[s] of EPA Past Response Costs or EPA Oversight ~~Future Response~~ Costs;

18.2.3. liability for performance of response action other than the Work;

18.2.4. criminal liability;

18.2.5. liability for violations of federal or state law that occur during or after implementation of the Work;

18.2.6. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

18.2.7. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

18.2.8. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as EPA Oversight ~~Future Response~~ Costs under this Settlement.

18.3. Work Takeover

18.3.1. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to Respondents. Any Work Takeover Notices issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 21~~0~~ days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

18.3.2. If, after expiration of the 21~~0~~-day notice period specified in ¶ 18.3.1. Respondents have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 18.3.2. Funding of Work Takeover costs is addressed under ¶ 24.6 (Access to Financial Assurance).

18.3.3. Respondents may invoke the procedures set forth in ¶ 14.3 (Formal Dispute Resolution) to dispute EPA's implementation of a Work Takeover under ¶ 18.3.2. However, notwithstanding Respondents' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 18.3.2 until the earlier of (1) the date that Respondents remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with ¶ 14.3 (Formal Dispute Resolution).

18.4. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XIX. COVENANTS BY RESPONDENTS

19.1. Except with respect to the United States in its capacity as federal PRPs, Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, EPA Past Response Costs, EPA ~~Future Response~~Oversight Costs, and this Settlement, including, but not limited to:

19.1.1. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

19.1.2. any claim under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Work, EPA Past Response Costs, EPA Oversight ~~Future Response~~ Costs, and this Settlement;

19.1.3. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Oregon Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

19.2. These covenants not to sue shall not apply in the event the EPA brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XVIII (Reservations of Rights by EPA), other than in ¶ 18.2.1 (liability for failure to meet a requirement of the Settlement), 18.2.2 (criminal liability), or 18.2.3 (violations of federal/state

law during or after implementation of the Work), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the EPA is seeking pursuant to the applicable reservation.

19.3. Nothing in this Settlement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S. C. § 9611, or 40 C.F.R. § 300.700(d).

19.4. Respondents reserve, and this Settlement is without prejudice to, claims against the EPA, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the EPA, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

XX. OTHER CLAIMS

20.1. By issuance of this Settlement, the EPA assumes no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

20.2. Except as expressly provided in Section XVII (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the EPA for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

20.3. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXI. EFFECT OF SETTLEMENT/CONTRIBUTION

21.1. Nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XIX (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto, including the

federal PRPs. Nothing in this Settlement diminishes the right of the EPA, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

21.2. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the EPA within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are solely the Work, ~~EPA Past Response Costs,~~ and EPA Oversight ~~Future Response~~ Costs.

21.3. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the EPA within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

21.4. Each Respondent shall, with respect to any suit or claim brought by it for the matters addressed ~~related to~~in this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for the matters addressed ~~related to~~in this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters addressed in ~~related to~~ this Settlement.

21.5. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVII (Covenants by EPA).

21.6. Effective upon signature of this Settlement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by ¶ 13.1 (Payment for EPA Past Response Costs) and, if any, Section XVI (Stipulated Penalties) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in ¶ 21.2 and that, in any action brought by the United States related to the "matters addressed," such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement effective, the statute of

limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

XXII. INDEMNIFICATION

22.1. The EPA does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents the United States as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the EPA, its officials, agents, employees, contractors, subcontractors, employees, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Respondents agree to pay the EPA all costs it incurs, including, but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The EPA shall not be held out as a party to any contract entered into, by, or on behalf of Respondents in carrying out activities pursuant to this Settlement. Neither Respondents nor any such contractor shall be considered an agent of the EPA.

22.2. The EPA shall give Respondents notice of any claim for which the EPA plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

22.3. Respondents covenant not to sue and agree not to assert any claims or causes of action against the EPA for damages or reimbursement or for set-off of any payments made, or to be made, to the EPA, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the EPA with respect to any and all claims for damages or reimbursement arising from or on account of, any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXIII. INSURANCE

23.1. No later than 15 days before commencing any on-site Work, Respondents shall secure, and shall maintain until so notified by EPA, commercial general liability insurance with limits of liability of $1 million per occurrence, and automobile insurance with limits of liability of $1 million per accident, and umbrella liability insurance with limits of liability of $5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement. In addition, for the duration of the

Settlement, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the Site name, City, State and the EPA docket number for this action.

XXIV. FINANCIAL ASSURANCE

[This section to be discussed with EPA.]

24.1. In order to ensure the completion of the Work, Respondents shall secure financial assurance, initially in the amount of $ [_____] ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/, and satisfactory to EPA. Respondents may use multiple mechanisms, including but not ~~if they are~~ limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

24.1.1. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

24.1.2. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

24.1.3. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

24.1.4. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

24.1.5. A demonstration by a Respondent that it meets the financial test criteria of ¶ 24.3, accompanied by a standby funding commitment, which obligates the affected Respondent to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or

24.1.6. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of ¶ 24.3.

24.2. Respondents have selected, and EPA has found satisfactory, a _____, as an initial form of financial assurance. Within 30 days after the Effective Date, or 30 days after EPA's approval of the form and substance of Respondents' financial assurance, whichever is later, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the EPA Project Coordinator at the address specified in ¶ 8.1. with a copy to the EPA Region 10, Office of Regional Counsel, 1200 Sixth Avenue, ORC-113, Seattle, WA 98101.

24.3. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 24.1.5 or 24.1.6, must, within 30 days of the Effective Date:

24.3.1. Demonstrate that:

a. The affected Respondent or guarantor has:

i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and

ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. Tangible net worth of at least $10 million; and

iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations

financially assured through the use of a financial test or guarantee; or

b. The affected Respondent or guarantor has:

i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and

ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. Tangible net worth of at least $10 million; and

iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

24.3.2. Submit to EPA for the affected Respondent or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance - Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/.

24.4. Respondents providing financial assurance by means of a demonstration or guarantee under ¶ 24.1.5 or 24.1.6 must also:

24.4.1. Annually resubmit the documents described in ¶ 24.3.2 within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

24.4.2. Notify EPA within 30 days after the affected Respondent or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

24.4.3. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in ¶ 24.3.2; EPA may make such a request at any time based on a

belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

24.5. Respondents shall diligently monitor the adequacy of the financial assurance. If ~~any~~ Respondents becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, ~~such~~ Respondents shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the ~~affected~~ Respondents of such determination. Respondents shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the ~~affected~~ Respondents, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of ¶ 24.7 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

24.6. Access to Financial Assurance

24.6.1. If EPA issues a notice of implementation of a Work Takeover under ¶ 18.3, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 24.6.4.

24.6.2. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the ~~affected~~ Respondents fail~~s~~ to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 24.6.4.

24.6.3. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 18.3, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 24.1.5 or 24.1.6, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within 30 days of such demand, pay the amount demanded as directed by EPA.

24.6.4. Any amounts required to be paid under this ¶ 24.6 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Portland Harbor Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

24.6.5. All EPA Work Takeover costs not paid under this ¶ 24.6 must be reimbursed as EPA Future Response Costs under Section XIII (Payments for Response Costs).

24.7. **Modification of Amount, Form, or Terms of Financial Assurance**. Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 24.2 and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XIV (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 24.2.

24.8. **Release, Cancellation, or Discontinuation of Financial Assurance**. Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (b) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XIV (Dispute Resolution), or (c) upon completion of the Work and termination of the Order.

XXV. INTEGRATION/APPENDICES

25.1. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement:

25.1.1. Appendix A is the Statement of Work, including the ~~Sampling and Analysis Plan~~ PDI Work Plan.

25.1.2. Appendix B is a map of the Site.

25.1.3. Appendix C is a complete list of Respondents.

25.1.4. Appendix D is the financial assurance.

XXVI. MODIFICATION

26.1. The EPA Project Coordinator and Supervising Contractor for Respondents may modify any ~~plan,~~ schedule under the SOW, or the Work Plan by mutual agreement~~, or SOW~~ in writing~~or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the EPA Project Coordinator's oral direction.~~ Any other requirements of this Settlement may only be modified in writing by mutual agreement of ~~the~~ all Pparties, each at its sole discretion.

26.2. If Respondents seek permission to deviate from ~~any approved work plan, schedule, or~~the SOW, the SAP, or the Work Plan, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the EPA Project Coordinator pursuant to ¶ 8.1.1.

26.3. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding any deliverable submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXVII. EFFECTIVE DATE

27.1. This Settlement shall be effective upon signature by the Environmental Cleanup Office, EPA Region 10.

XXVIII. TERMINATION

27.2. This Order shall terminate when Respondents demonstrate in writing that the Work has been completed.

IT IS SO AGREED AND ORDERED;

U.S. ENVIRONMENTAL PROTECTION AGENCY:

_____
Dated

_____
Davis Zhen
Unit Manager, Environmental Cleanup Office
EPA Region 10

PRIVILEGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT
Subject to FRE 408 and Related Privileges
For Settlement Purposes Only

Signature Page for Settlement regarding the _____ Superfund Site

FOR _____:
[Print name of Respondent]

_____
Dated

_____
[Name]
[Title]
[Company]
[Address]

[NOTE: A separate signature page is required for each settlor.]

PRE-REMEDIAL DESIGN INVESTIGATION AND BASELINE SAMPLING

STATEMENT OF WORK

PORTLAND HARBOR SUPERFUND SITE

Portland, Multnomah County, Oregon

EPA Region 10

XX 2017

Sierra Club v. EPA 18cv3472 NDCA Tier 1 ED_002061_00116501-00001

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1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the pre-~~Remedial Design Baseline Sampling Work~~remedial design investigation and baseline sampling (PDI) at the Portland Harbor Superfund Site (Site) to identify existing conditions at the Site, in accordance with the [insert date] Administrative Settlement Agreement and Order on Consent (ASAOC) for ~~pre-Remedial Design Baseline Sampling~~PDI .

1.2 Structure of the SOW. Section 2 (Community Involvement) sets forth EPA's and Respondents' responsibilities for community involvement. Section 3 (Pre-remedial Design) sets forth the process for developing the ~~pre-remedial design investigation (PDI),~~PDI, which includes the submission of specified primary deliverables. Section 4 (Reporting) sets forth Respondents' reporting obligations. Section 5 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding Respondents' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables. Section 6 (Schedules) sets forth the schedule for submitting the primary deliverables, ~~specifies~~ the supporting deliverables that must accompany each primary deliverable, and ~~sets forth~~ the schedule of milestones regarding the completion of the ~~Pre-remedial design baseline sampling~~PDI. Section 7 (State, Tribal and Agency Partner Participation) addresses State, Tribal and Agency Partner participation~~, and~~. Section 8 (References) provides a list of references, including web addresses.

1.3 Remedy. The Scope of the Remedy selected by EPA for the Site is described in detail in Section 14 of the Record of Decision (ROD) ~~for the Site, and includes using the remedial action levels (RALs) from Alternative F for all areas for all areas of the Site, including the future maintenance dredge (FMD) areas, outside of the navigation channel to determine where dredging or capping should occur. Within the navigation channel, the Remedy uses Alternative B RALs and all principal threat waste (PTW) is excavated or dredged~~ issued by EPA on January 2017.

~~1.3~~1.4 **Scope of Work.** This SOW covers only the work described in the attached PDI Work Plan developed by the Respondents (Attachment A). The Pre-RD group is required only to fulfill the pre-RD data needs identified in below under this ASAOC. This agreement applies only to the work scope noted in Attachment A inclusive of a data report. Upon delivery of an approvable report to EPA all obligations of Respondents under this ASAOC shall cease.

~~1.4 This SOW covers only the pre-design, baseline, and long-term sampling specified in the attached draft Sampling Plan for Pre-Remedial SMA Delineation, Baseline Sampling, and Long-Term Monitoring (Appendix A), which expands upon requirements specified in the ROD (Section 14.2.7).~~

1.5 Site Boundary. PDI activities will cover the in-water portions of the Site remedial boundary from RM 1.9 to 11.8.

~~1.5~~1.6 **Definitions.** Terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the ASAOC, have the meanings assigned to them in CERCLA, in such regulations, or in the ASAOC, except that the term "Paragraph" or "¶" means a paragraph of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

(a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. During the remedial investigation/feasibility study (RI/FS) phase, EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities that are not already addressed or provided for in the existing CIP.

(b) If requested by EPA, Respondents shall support EPA's community involvement activities. This may include providing online access to ~~initial submissions and updates of~~ deliverables to: (1) Community Advisory Groups; (2) Technical Assistance Grant recipients and their advisors; and (3) other entities ~~to provide them with a reasonable opportunity for review and comment. EPA may describe in its CIP Respondents' responsibilities for community involvement activities.~~identified by EPA . All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight. The Respondents reserve the right to conduct community outreach in addition to EPA initiated activities.

(c) **Respondents' CI Coordinator**. If requested by EPA, Respondents shall, within 15 days, designate and notify EPA of their Community Involvement Coordinator (Respondents' CI Coordinator). Respondents may hire a contractor for this purpose. Respondents' notice must include the name, title, and qualifications of the Respondents' CI Coordinator. Respondents' CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

3. PRE-REMEDIAL DESIGN INVESTIGATION AND WORK PLAN

3.1 Purpose and Scope of Pre-Remedial Design ~~(RD)~~ Investigation (PDI). PDI sampling ~~to~~will be performed to fulfill the following Data Use Objectives: (1) update and describe current levels of contamination for focused COCs; (2) refine ~~SMA~~the current horizontal

and vertical extent of contamination ~~for dredging and capping as well as determine existing~~ and delineation of SMAs for supporting allocation; (3) develop current baseline ~~levels of contamination and to establish sampling locations and parameters for~~ synoptic dataset (surface sediment, fish tissue, and surface water) and evaluate trends; and (4) help support future ~~long-term monitoring~~ICs.

(a) The scope of work will be conducted per ~~Section 14.2.7 of the ROD as well as Appendix~~Attachment A of this SOW. The PDI multi-media sampling activities include 9 tasks:

- ~~PDI SMA~~Site-wide bathymetry
- Surface sediment sampling
- Fish tissue sampling
- Surface water sampling
- Sediment coring
- Fish tracking study
- Camera study
- Porewater upstream sampling for metals
- Reporting

(b) PDI surface and subsurface sediment sampling will be performed to ~~refine~~inform delineation of the horizontal and vertical extent designated for ~~removal and capping.~~ active remediation (removal, capping, and ENR) and for the purposes of applying the ROD technology decision tree.

(c) PDI scope of work also includes a site-wide bathymetry survey for the purposes of understanding current bathymetric conditions and applying the technology decision tree to distinct zones based upon depth. A camera survey and fish tracking study will also be conducted to better understand fish ranges, population, areas frequented by fisherman, etc., that could assist future development and implementation of institutional control efforts.

~~(b)~~(d) Baseline sampling will ~~identify existing~~be performed to characterize current conditions at the Site and will include a statistically valid data set for surface sediment, ~~river banks,~~ surface water, and small mouth bass fish tissue samples~~.~~ (whole body). This analysis will include a statistically valid number of samples and use of the 95% upper confidence level (UCL) for ~~both~~ surface ~~and subsurface~~ sediment concentrations ~~in and near where contamination was identified in the RI/FS~~ to determine surface weighted area concentrations ~~and for the purposes of applying the decision tree, as well as in proceeding with the design of active remediation throughout the Site~~on a site-wide and segment-wide scale to evaluate recovery trends.

~~(c)~~(c) Data will be collected consistent with EPA-approved RI/FS decision rules on data collection (e.g., treatment of a non-detect value~~) and~~). Previously approved sampling plans will be ~~evaluated on spatial and temporal scales appropriate for evaluating against ROD targets and metrics, including remedial action objectives (RAOs)~~ used to the extent practicable, and amended as needed.

~~(d)~~ Baseline sampling will also be conducted in areas upstream ~~and downstream~~ of the Site as presented in ~~Appendix~~Attachment A.

~~(e) RAO 8 cleanup levels as set out in Section 9.1 and Table 17 in Appendix II of the ROD are focused on reducing the migration of contaminants of concern (COCs) in groundwater to sediment and surface water. Thus, the groundwater source control measures should be designed to prevent all surface water and groundwater COCs from discharging in exceedance of the cleanup levels, and carbon (C)10–C12 aliphatic hydrocarbons from discharging to the Willamette River at concentrations exceeding 2.6 µg/L. Pre-design characterization activities should, therefore, include characterization of C10–C12 aliphatic hydrocarbons using the best available detection limits possible.~~

(f) Analytes for the PDI will include: grain size, TOC and focused COCs with Remedial Action Levels (PCBs, DDx, PAHs, and dioxins/furans).

3.2 PDI Work Plan. The ~~purpose of the PDI is to conduct additional investigation in support of the remedial design. Respondents shall submit a~~ PDI Work Plan (PDIWP) ~~for EPA approval~~ is attached as Exhibit A to this SOW. Respondents will submit supporting plans as discussed in Section 5.7 The PDIWP will be used to implement the pre-remedial design investigation and baseline sampling activities ~~specified in Appendix A of this SOW. As such, it must include~~and includes:

(a) ~~An evaluation and~~A brief summary of existing data collected since the RI;

(b) ~~A Quality Assurance Project Plan (QAPP) that describes~~A brief description of the media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), ~~and~~ number of samples, and statistical rationale;

(c) A description of the overall management strategy for performing the PDI;

(d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the PDI;

~~(e) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);~~

~~(f) Descriptions of any applicable permitting requirements and other regulatory requirements;~~

~~(g) Description of plans for obtaining access in connection with the Work;~~

~~(h)~~(e) All supporting deliverables required to accompany the PDIWP as specified in the PDI Schedule set forth in ¶ 6.2 ("PDI Schedule"); and

~~(i)~~(f) A schedule for performance of the Work and submission of the PDI Evaluation Report discussed in paragraph 3.3. below.

(g) Following approval of the Work Plan, the PDI QAPP (including the FSP) will be developed describing how the field work will be conducted, samples analyzed, and access obtained in connection with the Work.

3.3 PDI Evaluation Report. Following the PDI, Respondents shall submit a PDI Evaluation Report. This report must include:

(a) Summary of the investigations performed;

(b) Summary of investigation results and identification of existing conditions;

(c) Summary of validated data (i.e., tables and graphics);

(d) Data validation reports (Tier II) and laboratory data reports;

~~(e) Results of statistical and modeling analyses; and~~

~~(f)~~(e) Photographs documenting the work ~~conducted~~.

(f) Engineering evaluations including:

(1) Confirmation of active remedial footprint using new 2018 data through the ROD decision tree to support allocation;

(2) Evaluation of surface weighted average concentrations (SWACs) at site-wide and segment-wide scale to evaluate recovery trends compared to older data;

(3) Evaluation of current upstream background conditions;

(4) Analysis of natural recovery trends of SMB tissue and surface water compared to older data; and

(5) Evaluation of fish tracking results and fish home ranges.

3.4 Meetings and Inspections. Respondents shall meet ~~regularly~~ with EPA to discuss ~~pre-design and baseline sampling~~PDI issues as necessary and, as directed or determined by EPA. Meetings and inspections will include:

(a) **PDI Conference**. Respondents shall hold ~~a~~one PDI conference with EPA and others as directed or approved by EPA. Respondents shall prepare minutes of the conference and shall distribute the minutes to all Parties.

(b) **Periodic Meetings**. During the PDI, Respondents shall meet regularly with EPA, ~~and others~~ as directed or determined by EPA~~.~~ (assume one meeting every 1-2 months), to discuss status, access, and other issues. Respondents shall distribute an agenda and list of attendees to all Parties prior to each meeting. Respondents shall prepare minutes of the meetings and shall distribute the minutes to all Parties.

(c) **Inspections**

(1) EPA shall conduct periodic inspections of or have an on-site presence during the ~~Work~~PDI. At EPA's request, the Supervising Contractor or other designee shall accompany EPA during inspections.

(2) Respondents shall provide personal protective equipment needed for EPA personnel and any oversight officials to perform their oversight duties~~.~~; EPA staff must have appropriate health and safety training, and must provide their own hard hats, boots, and safety vests).

(3) Upon notification by EPA of any deficiencies in the PDI, Respondents shall take all necessary steps to correct the deficiencies. If applicable, Respondents shall comply with any reasonable schedule provided by EPA in its notice of deficiency.

3.5 Emergency Response and Reporting

(a) **Emergency Response and Reporting**. If any event occurs during performance of the ~~Work~~PDI that causes or threatens to cause a release of Waste Material on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 3.5(c)) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.

(b) **Release Reporting**. Upon the occurrence of any event during performance of the ~~Work~~PDI that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall immediately notify the authorized EPA officer orally.

(c) The "authorized EPA officer" for purposes of immediate oral notifications and consultations under ¶ 3.5(a) and ¶ 3.5(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or

the EPA Emergency Response Unit, Region 10 (if neither EPA Project Coordinator is available).

In the event of any action or occurrence during performance of the ~~Work~~PDI which causes or threatens to cause a release of Waste Material from the Portland Harbor Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement ~~Agreement~~, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the EPA Project Coordinator or, in the event of his/her unavailability, the Regional Duty Officer, Environmental Cleanup Office, Emergency Response Unit, EPA Region 10, (206) 553-1263, of the incident or conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

(d) In addition, in the event of any release of a hazardous substance from the Portland Harbor Site, Respondents shall immediately notify the EPA Project Coordinator and the National Response Center at (800) 424-8802. Respondents shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001, et seq.

(e) The reporting requirements under ¶ 3.5 are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

4. REPORTING

4.1 **Progress Reports**. Commencing with the month following the effective date of the ASAOC and until EPA approves the completion of the PDI, Respondents shall submit progress reports to EPA monthly, or as otherwise requested by EPA. The reports must cover all activities that took place during the prior reporting period, including:

(a) The actions that have been taken toward achieving compliance with the ASAOC;

(b) A summary of all results of sampling, ~~tests~~validated test results, and all other data received or generated by Respondents;

(c) A description of all deliverables that Respondents submitted to EPA;

(d) A description of all activities relating to PDI that are scheduled for the next six weeks;

(e) An updated PDI Schedule, together with information regarding percentage of completion, delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;

(f) A description of any modifications to the work plans or other schedules that Respondents have proposed or that have been approved by EPA; and

(g) A description of all activities undertaken in support of the CIP during the reporting period and those to be undertaken in the next six weeks.

4.2 **Notice of Progress Report Schedule Changes**. If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 4.1(d), changes, Respondents shall notify EPA of such change at least 7 days before the scheduled date for performance of the activity.

5. DELIVERABLES

5.1 **Applicability**. Respondents shall submit deliverables for EPA approval or for EPA comment as specified in ~~the~~this SOW. Paragraphs 5.2 (In Writing) through 5.4 (Technical Specifications) apply to all deliverables. Paragraph 5.5 (Certification) applies to any certification of deliverables. Paragraph 5.6 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.

5.2 **In Writing**. All deliverables under this SOW must be in writing unless otherwise specified.

5.3 **General Requirements for Deliverables.** All deliverables must be submitted by the deadlines in the Schedule ~~approved with~~of the PDI Work Plan, as applicable. Respondents shall submit all deliverables to EPA in electronic form.

5.4 **Technical Specifications**

(a) Sampling and monitoring data should be submitted in standard regional Electronic Data Deliverable (EDD) format (Appendix B). Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes. All data must be formatted such that they can be easily uploaded to the Site database.

(b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum~~.~~, consistent with the RI. If applicable, submissions should include the collection

method(s). Projected coordinates may optionally be included but must be documented. (four aspects include projection, zone, datum, and units). Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at https://edg.epa.gov/EME/. Respondents are required to upload data collected to EPA's Water Quality Exchange (WQX) in a manner approved in advance by EPA.

(c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult http://www.epa.gov/geospatial/policies.html for any further available guidance on attribute identification and naming.

(d) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

5.5 **Certification**. All deliverables that require compliance with this ¶ 5.5 must be signed by the Respondents' Project Coordinator, or other responsible official of Respondents, and must contain the following statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

5.6 **Approval of Deliverables**

(a) **Initial Submissions**

(1) After review of any deliverable that is required to be submitted for EPA approval under the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.

(2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration

indicate a bad faith lack of effort to submit an acceptable deliverable. All EPA changes to submitted work products will be noted with applicable page footnotes.

(b) **Resubmissions**. Upon receipt of a notice of disapproval under ¶ 5.6(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 5.6(a), Respondents shall, within ~~15~~30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (5) any combination of the foregoing and/or refer the matter to a third party expert panel.

(c) **Implementation**. Upon approval, approval upon conditions, or modification by EPA under ¶ 5.6(a) (Initial Submissions) or ¶ 5.6(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the ASAOC; and (2) Respondents shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 5.6(a) or ¶ 5.6(b) does not relieve Respondents of any liability for stipulated penalties under Section XVI (Stipulated Penalties) of the ASAOC.

5.7 **Supporting Deliverables to PDI Work Plan**. Respondents shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. The deliverables must be submitted, for the first time, by the deadlines in the EPA-approved schedule, as applicable. Respondents shall develop the deliverables in accordance with all applicable regulations, guidance, and policies (see Section 8 (References)). Respondents shall update each of these supporting deliverables as necessary or appropriate during the Work, and/or as requested by EPA.

(a) **Health and Safety Plan**. The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by the Work. Respondents shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover PDI activities. EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment. The plan will include appropriate elements of an Emergency Response Plan to cover field activities in the event of an accident or emergency at the Site (e.g. power outages, slope failure, spill releases, etc.) and notification requirements. Work may not commence until EPA comments on the HASP have been resolved.

~~(b) **Emergency Response Plan**. The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:~~

~~(1) Name of the person or entity responsible for responding in the event of an emergency incident;~~

~~(2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;~~

~~(3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;~~

~~(4) Notification activities in accordance with ¶ 3.5(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and~~

~~(5) A description of all necessary actions to ensure compliance with ¶ **8.3** (Emergencies and Releases) of the ASAOC in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.~~

~~(c)~~(b) **Quality Assurance Project Plan**. The Quality Assurance Project Plan (QAPP) addresses all sample collection activities as well as sample analysis and data handling regarding the ~~Work~~PDI. It must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. A separate Field Sampling Plan (FSP) is not required. Instead, this information is incorporated into the Quality Assurance Project Plan. The QAPP developed by Lower Willamette Group for the RI/FS will be used where methods are consistent, and the Pre-RD QAPP will include amendments where the methods are different.

The QAPP must include a detailed explanation of Respondents' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. Respondents shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*., QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform*

Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A though 900C (Mar. 2005). The QAPP also must include procedures:

(1) To ensure that EPA and its authorized representative have reasonable access to laboratories used by Respondents in implementing the ASAOC (Respondents' Labs);

(2) To ensure that Respondents' Labs analyze all samples ~~submitted by EPA~~ pursuant to the QAPP for quality assurance monitoring;

(3) To ensure that Respondents' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis*, ILM05.4 (Dec. 2006); *USEPA Contract Laboratory Program Statement of Work for Organic Analysis*, SOM01.2 (amended Apr. 2007); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM01.2 (Jan. 2010)) or other methods acceptable to EPA;

(4) To ensure that Respondents' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;

(5) For Respondents to provide EPA with notice at least ~~28~~7 days prior to any sample collection activity;

(6) For Respondents to provide split samples and/or duplicate samples to EPA upon request;

~~(7) For EPA to take any additional samples that it deems necessary;~~

~~(8)~~(7) For EPA to provide to Respondents, upon request, split samples and/or duplicate samples in connection with EPA's oversight sampling; and

~~(9)~~(8) For Respondents to submit to EPA all sampling and tests results and other data in connection with the implementation of the ASAOC.

~~(d)~~(c) **Field Sampling Plan for Pre-Remedial ~~SMA Delineation, Baseline Sampling, and Long-Term Monitoring~~ Investigation Studies.** The field sampling plan ~~(SP) (Appendix A)~~FSP), incorporated as a subsection of the QAPP, provides objectives and minimum sampling requirements. It includes guidelines for sediment, surface water, ~~resident biota, and migratory fish tissue monitoring and is the beginning point for the respondents' development of a more complete sampling plan, or even multiple sampling plans. Preliminary RD characterization will focus on delineating horizontal and vertical extent of contamination associated with SMAs. Baseline~~small mouth bass fish tissue, and other tasks listed in Section 3.1. The sampling will provide up-to-date information on the

extent of contamination in affected media, identify existing conditions, and include a statistically valid data set ~~for~~that could be used to evaluate ROD RAOs. ~~Long-term monitoring will compare conditions against baseline to assess RA performance.~~ The ~~SP~~FSP must include:

(1) Description of environmental media to be sampled~~ and monitored~~;

(2) Description of data collection parameters, including existing and proposed monitoring devices and locations, ~~schedule and frequency of monitoring,~~ analytical parameters to be ~~monitored~~assessed, analytical methods employed, supporting rationale for the sample components and their relationship to ROD RAOs, metrics, and targets~~;~~ (fish tissue);

(3) Description of how ~~performance~~ data will be analyzed, interpreted, and reported, and/or other Site-related requirements;

~~(4) Description of verification sampling procedures;~~

~~(5) Description of deliverables to be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies;~~

~~(6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) if results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).~~

6. SCHEDULES

6.1 Applicability and Revisions. All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the schedule set forth below and/or approved as part of the PDI Work Plan. Respondents may submit a proposed revised schedule for EPA approval. Upon EPA's approval, the revised schedule supersedes the schedule set forth below, and any previously-approved schedule.

6.2 PDI Milestones

Anticipated milestones for the PDI include:

(a) All PDI planning documents approved by end of 2017;

(b) Field work completed by end of 2018;

(c) Data analysis and reporting by Q2 2019.

~~6.2~~6.3 **PDI Schedule** **[to be revised based on the PDI WP which will be attached]**

	Description of Deliverable, Task	Included Supporting Deliverable	¶ Ref.	Deadline
1	PDIWP	HASP, ERP, QAPP, and SP	3.1 and 5.7	90 days after EPA's Authorization to Proceed regarding Supervising Contractor under ASAOC ¶ **8.1.3** All documents will be reviewed by EPA and ~~the MOU partners~~ODEQ, as described in ¶ 7.1 of this SOW. Comments and required changes will be submitted to the Respondents. Respondents will revise the documents accordingly within 30 days.
2	Monthly progress reports		4.1	Due by the 15th day of the month following the reporting month.

7. ~~STATE AND TRIBAL AND~~ AGENCY PARTNER PARTICIPATION

7.1 **Copies**. Respondents shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the Oregon Department of Environmental Quality (ODEQ), the Tribal Governments (as defined in the ASAOC), the Oregon Department of Fish and Wildlife, National Oceanic and Atmospheric Administration, and U.S. Department of the Interior (collectively "MOU partners") at the addresses specified in Appendix C. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Respondents, send a copy of such document to the MOU partners. All distribution copies will be electronic.

7.2 **Review and Comment**. ~~The MOU partners~~ODEQ will have a reasonable opportunity for review and comment, and all other MOU partners will be briefed, prior to:

Any EPA approval or disapproval under ¶ 5.6 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval.

8. REFERENCES

8.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific web address is not provided below is available on one of the two EPA web pages listed in ¶ 8.2:

(a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).

(b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).

(c) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).

(d) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr.1990).

(e) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).

(f) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).

(g) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).

(h) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).

(i) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).

~~(j) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).~~

~~(k)~~(j) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).

~~(l)~~(k) Quality Systems for Environmental Data and Technology Programs -- Requirements with Guidance for Use, ANSI/ASQ E4-2004 (2004).

~~(m)~~(l) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A though 900C (Mar. 2005).

~~(n)~~(m) Superfund Community Involvement Handbook, EPA/540/K-05/003 (Apr. 2005).

~~(o)~~(n) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).

~~(p)~~(o) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).

~~(q)~~(p) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).

~~(r)~~(q) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).

~~(s)~~(r) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).

~~(t)~~(s) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at http://www.epa.gov/geospatial/policies.html and http://www.epa.gov/geospatial/docs/National_Geospatial_Data_Policy.pdf.

~~(u)~~(t) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).

~~(v)~~(u) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), http://www.epaosc.org/_HealthSafetyManual/manual-index.htm

8.2 A more complete list may be found on the following EPA Web pages:

Laws, Policy, and Guidance http://www.epa.gov/superfund/policy/index.htm

Test Methods Collections http://www.epa.gov/fem/methcollectns.htm

8.3 Relevant Portland Harbor Superfund Site documents include:

(a) Record of Decision, Portland Harbor Superfund Site, Portland Oregon. Prepared by USEPA Region 10. January 2017.

(b) Final Remedial Investigation Report. Portland Harbor Superfund Site RI/FS. February 8, 2016.

(c) Final Baseline Human Health Risk Assessment. Appendix F of the Final RI Report. Prepared by Kennedy Jenks Consultants for the LWG. March 28, 2013.

(d) Final Baseline Baseline Ecological Risk Assessment. Appendix G of the Final RI Report. Prepared by Windward Environmental for the LWG. December 16, 2013.

~~8.3~~8.4 For any regulation or guidance referenced in the ASAOC or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

~~Appendix~~

Attachment A

~~Sampling~~ Work Plan for Pre-~~Remedial SMA Delineation,~~ RD Investigation and Baseline Sampling~~, and Long-Term Monitoring~~

~~Appendix~~Attachment B

Electronic Data Deliverable Format

Appendix C (of the AOC)

Addresses for MOU Partners for submission of Deliverables

Message

From: Shannon Storms [sstorms@SpiritBank.com]
Sent: 5/10/2017 2:20:02 PM
To: Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
Subject: RE: [EXTERNAL] insurance etc
Attachments: scan.pdf

Hello Kell!

Ex. 6

Shannon Storms
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Wednesday, May 10, 2017 8:55 AM
To: Shannon Storms <sstorms@SpiritBank.com>
Subject: [EXTERNAL] insurance etc

Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
202 306 8830

Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of SpiritBank or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession. Thank you.

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 3/22/2018 1:49:11 PM
To: Martella, Roger(GE Corporate) [Roger.Martella@ge.com]
Subject: RE: Quick visit on Friday

See you at 1230 tomorrow

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Martella, Roger(GE Corporate) [mailto:Roger.Martella@ge.com]
Sent: Wednesday, March 21, 2018 1:17 PM
To: Kelly, Albert <kelly.albert@epa.gov>; Falvo, Nicholas <falvo.nicholas@epa.gov>
Subject: Quick visit on Friday

Hi Kell and Nick—I hope you're doing well. I just wanted to let you know I'm going to be in the building on Friday and if you happen to be around would welcome the chance to stop by briefly and hear how you're doing. Thanks -- Roger

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 2/23/2018 9:28:07 PM
To: Parker, Bob [bob.parker@exxonmobil.com]; Chancellor, Erin [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ae6aeabeca754643bdb01c9f5b653ca6-Chancellor,]
CC: jay.gardner@surpluspr.org; Scott Sherman - Hemisphere Development (scott@shermancollaborative.com) [scott@shermancollaborative.com]; Morris, John [John.Morris@honeywell.com]
Subject: RE: Thank You!

Thanks Bob for hosting us. We appreciated the opportunity to share our views.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Parker, Bob [mailto:bob.parker@exxonmobil.com]
Sent: Thursday, February 22, 2018 4:06 PM
To: Kelly, Albert <kelly.albert@epa.gov>; Chancellor, Erin <chancellor.erin@epa.gov>
Cc: jay.gardner@surpluspr.org; Scott Sherman - Hemisphere Development (scott@shermancollaborative.com) <scott@shermancollaborative.com>; Morris, John <John.Morris@honeywell.com>
Subject: Thank You!

Kell, Erin,

On behalf of SPR, I want to thank you for your time, attention and participation at our 1Q meeting in Houston yesterday. Your presentation/ discussion with our group was absolutely on point, highly effective and very valuable for our membership. We look forward to continuing the dialog and furthering our relationship.

Thank you so much once again for making the effort to come and speak to us.

Very truly yours,

Bob

Bob Parker
Global Real Estate & Commercial Manager
ExxonMobil
Global Real Estate & Facilities
22777 Springwoods Village Parkway
W3.2B.481
Spring, Texas 77389
Ex. 6 work)
mobile)
bob.parker@exxonmobil.com

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 2/7/2018 10:13:28 PM
To: Parker, Bob [bob.parker@exxonmobil.com]; Falvo, Nicholas [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=424ac90ea7d8494a93209d14d37f2946-Falvo, Nich]; Chancellor, Erin [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=ae6aeabeca754643bdb01c9f5b653ca6-Chancellor,]
CC: jay.gardner@surpluspr.org; Scott Sherman - Hemisphere Development (scott@shermancollaborative.com) [scott@shermancollaborative.com]; Morris, John [John.Morris@honeywell.com]
Subject: RE: Thank you

Thank you bob. It was a pleasure to meet you. I look forward to continued ideas from your group. Protecting health, cleaning up property and restoring to use that which we can is in everyone's interest. We look forward to meeting in Houston. I the meantime, please call on me if I may be of help.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Ex. 6

From: Parker, Bob [mailto:bob.parker@exxonmobil.com]
Sent: Wednesday, February 7, 2018 4:24 PM
To: Kelly, Albert <kelly.albert@epa.gov>; Falvo, Nicholas <falvo.nicholas@epa.gov>; Chancellor, Erin <chancellor.erin@epa.gov>
Cc: jay.gardner@surpluspr.org; Scott Sherman - Hemisphere Development (scott@shermancollaborative.com) <scott@shermancollaborative.com>; Morris, John <John.Morris@honeywell.com>
Subject: Thank you

Dear Kell, Nick, and Erin;

Thank you very much for meeting with representatives from Surplus Property Roundtable (SPR) yesterday. We thoroughly enjoyed meeting you and valued the frank and honest dialogue we had.

We look forward to seeing you again at the SPR meeting in Houston in a few weeks' time.

In the meantime, please do not hesitate to contact us as we look forward to advancing our relationship/ discussions … all with the noble aim of placing more idle industrial sites into productive use …. creating jobs and making new investments in our communities.

All the best,

Bob

Bob Parker
Global Real Estate & Commercial Manager
ExxonMobil
Global Real Estate & Facilities
22777 Springwoods Village Parkway

W3.2B.481
Spring, Texas 77389
Ex. 6 (work)
(mobile)
bob.parker@exxonmobil.com

Message

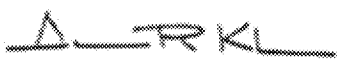
From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 2/13/2018 7:05:11 PM
To: Klee, Ann (GE, Corporate) [Ann.Klee@ge.com]
Subject: RE: Letter to Administrator Pruitt regarding Housatonic Rest of River

Thank you Ann. Very nice to hear from you. I have been actively monitoring the status of this. If you ever want to discuss, don't hesitate to call.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Gilli, Cheryl (GE Corporate) [mailto:cheryl.gilli@ge.com] **On Behalf Of** Klee, Ann (GE, Corporate)
Sent: Tuesday, February 13, 2018 10:10 AM
To: Jackson, Ryan <jackson.ryan@epa.gov>; Kelly, Albert <kelly.albert@epa.gov>
Subject: Letter to Administrator Pruitt regarding Housatonic Rest of River

Today, I sent the attached letter to Administrator Pruitt in response to the February 8 letter from Senator Warren, Senator Markey, and Congressman Neal. That letter concerned the plans for cleanup of Housatonic River in the "Rest of River" area and the Environmental Appeals Board's recent decision requiring the Agency to reconsider its analysis of disposal options for that project. GE's letter reaffirms our full and consistent commitment to a comprehensive clean-up of the Housatonic Rest of River that protects human health and the environment. The letter also expresses our commitment, during the remand, to work collaboratively with EPA and other parties in assessing the possibility of a better approach that accelerates the cleanup of the Housatonic Rest of River. Please let me know if I can be of any assistance.



Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/7/2017 2:27:10 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: Re: Your Sunday afternoon trip with Uber

Ex. 6

Sent from my iPad

On Aug 7, 2017, at 8:45 AM, Tandy Donald <TDonald@SpiritBank.com> wrote:

Tandy Donald
Office phone: **Ex. 6**
Achieve Success with Spirit!

From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Sunday, August 06, 2017 12:01 PM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Sunday afternoon trip with Uber

<map_dc443622-e154-46c6-8723-b97da699dfdd>

<!--[if !vml]--><image001.png><!--[endif]-->

<~WR

$10.19

Thanks for choosing Uber, Albert

August 6, 2017 | uberX

12:43pm | 419 E Capitol St SE, Washington, DC

01:01pm | 1500 Massachusetts Ave NW, Washington, DC

<image004.jpg>

You rode with Birhane

2.88	00:17:50	uberX
miles	Trip time	Car

<~WRD118.jpg> <~WRD118.jpg> <~WRD118.jpg> <~WRD118.jpg> <~WRD118.jpg>

Add a tip

Your Fare

Trip fare	10.19
Subtotal	$10.19

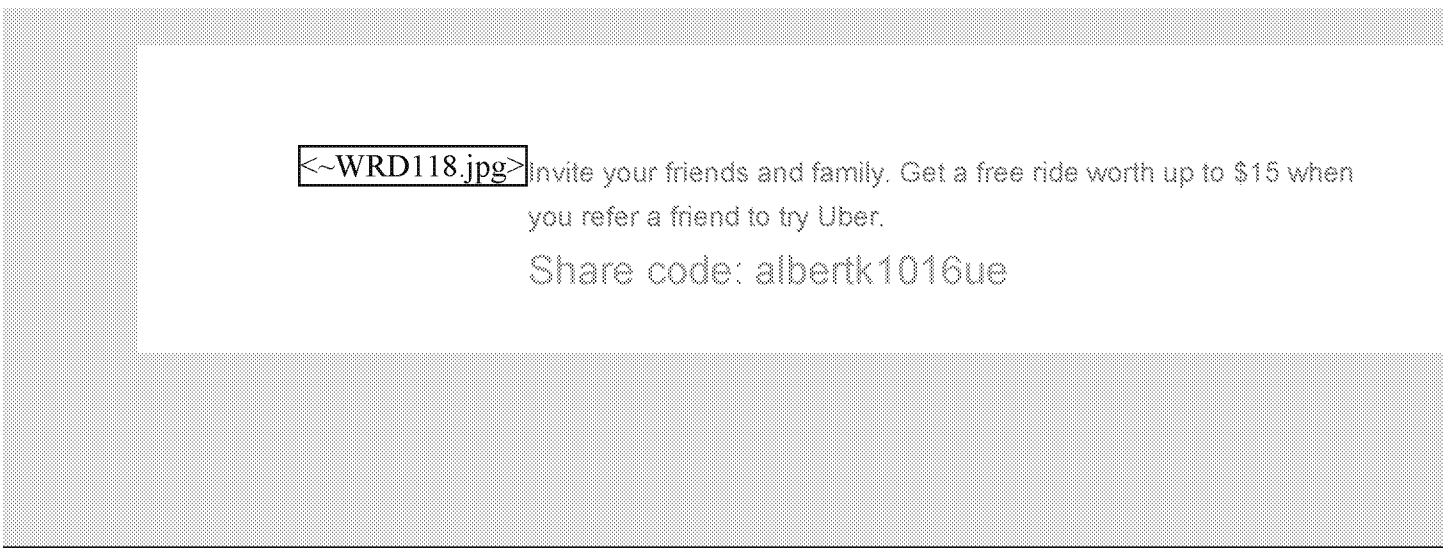
CHARGED

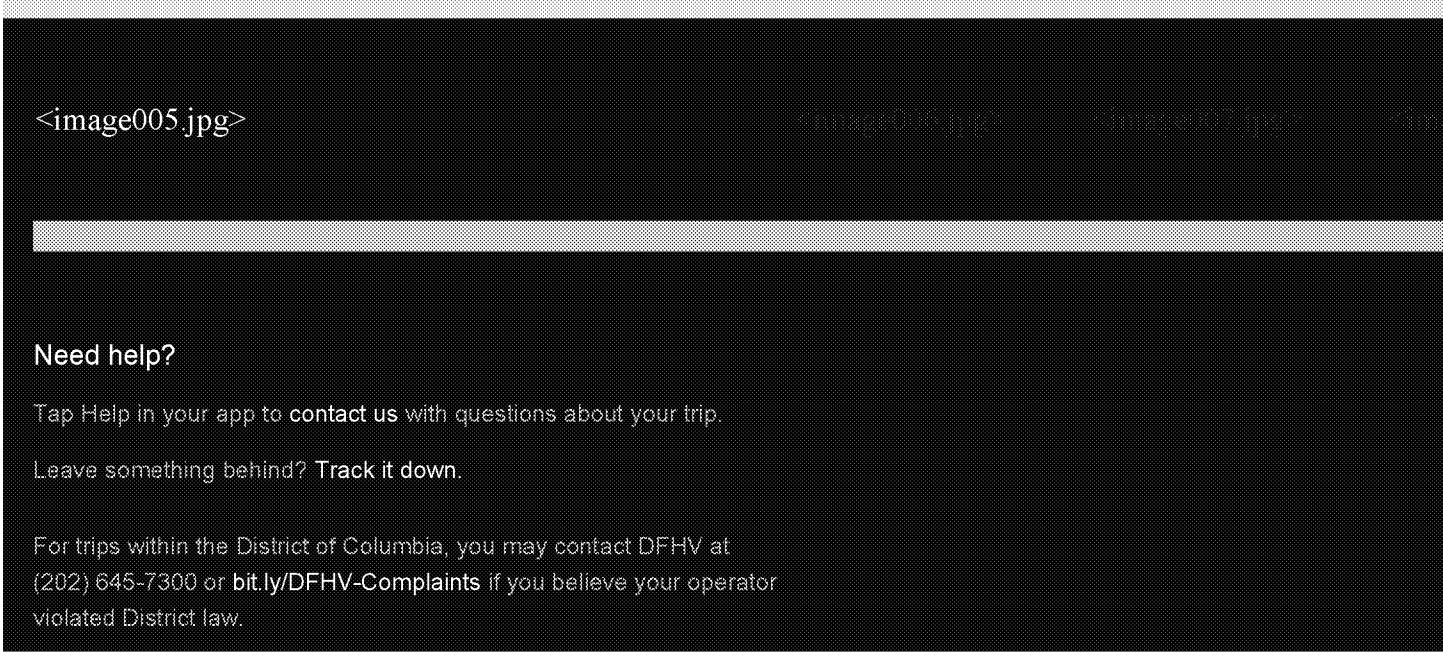
$10.19

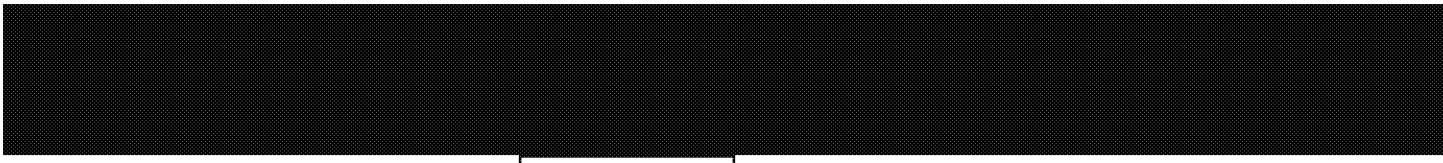
<~WRD118.jpg> Personal Ex. 6

Issued by Rasier

Receipt ID # dc443622-e154-46c6-8723-b97da699dfdd







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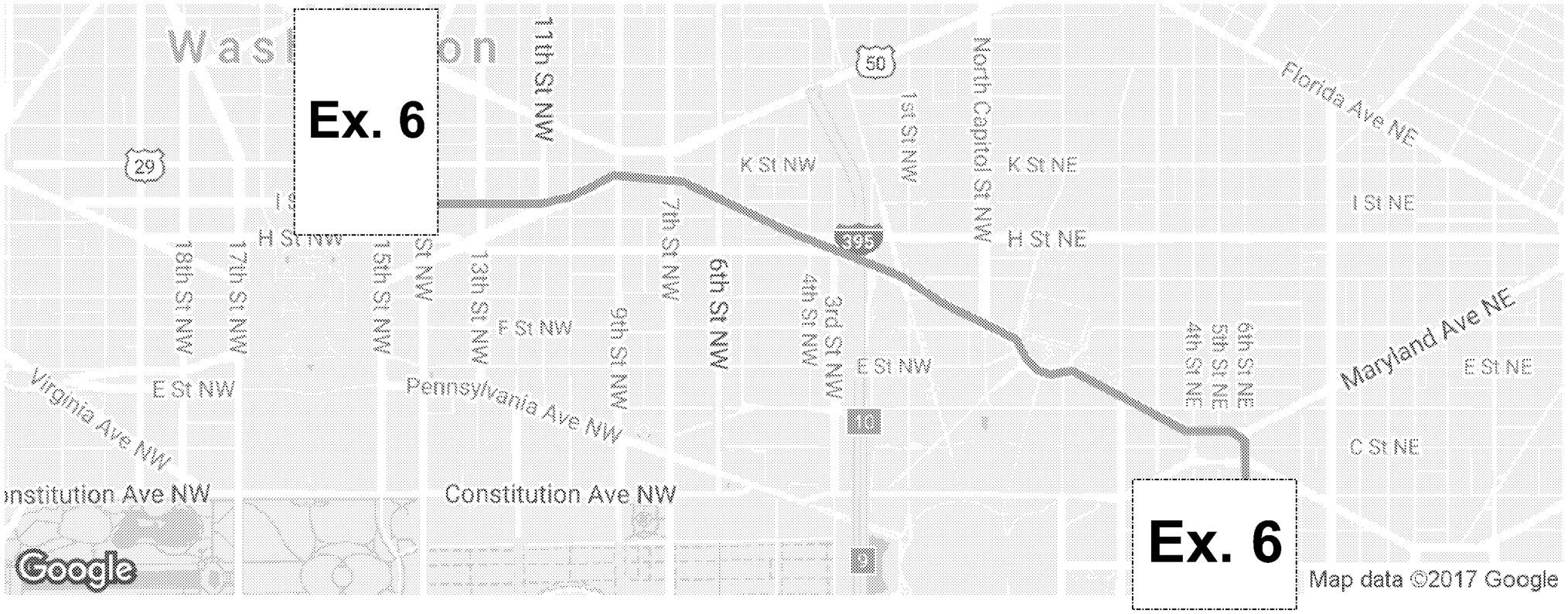
Ex. 6
Ex. 6
11th St NW
50
1st St NW
North Capitol St NW
Florida Ave NE
K St NW
K St NE
29
I St NE
H St NW
H St NE
395
7th St NW
6th St NW
4th St NW
3rd St NW
18th St NW
17th St NW
15th St NW
13th St NW
F St NW
9th St NW
6th St NE
5th St NE
4th St NE
Maryland Ave NE
E St NE
E St NW
Virginia Ave NW
Pennsylvania Ave NW
C St NE
Constitution Ave NW
Constitution Ave NW
Google
Map data ©2017 Google

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/8/2017 6:47:42 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: RE: [EXTERNAL] resume'

Thank you

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Tandy Donald [mailto:TDonald@SpiritBank.com]
Sent: Tuesday, August 8, 2017 2:42 PM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] resume'

This looks like the latest one Kell.

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Tuesday, August 08, 2017 1:37 PM
To: Tandy Donald <TDonald@SpiritBank.com>
Subject: [EXTERNAL] resume'

Do you have my latest

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/10/2017 7:49:50 PM
To: Tandy Donald [TDonald@SpiritBank.com]

Please send my Monday morning UBER receipt to this email

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
202 306 8830

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/26/2017 4:57:44 PM
To: Brent Blansett [lblansett@SpiritBank.com]
Subject: RE: [EXTERNAL] RE: Check In

Ex. 6 Hope to see you soon

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Brent Blansett [mailto:lblansett@SpiritBank.com]
Sent: Wednesday, July 26, 2017 10:54 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] RE: Check In

Ex. 6

Brent Blansett
Office phone: Ex. 6
Achieve Success with Spirit!
NMLS# 1210277

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Wednesday, July 26, 2017 9:39 AM
To: Brent Blansett <lblansett@SpiritBank.com>
Subject: [EXTERNAL] RE: Check In

Thanks Brent. Once the BOSS always the BOSS I guess. Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Brent Blansett [mailto:lblansett@SpiritBank.com]
Sent: Wednesday, July 26, 2017 10:35 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: Check In

Hey Kell,

Just wanted to check in and make sure they were treating you right up there. Tandy sent me the article you were in yesterday and looks like you are taking care of business. (As if there was any doubt about the BOSS)

Hope you're doing well,

Brent Blansett
Lender
SpiritBank
Member FDIC
Bristow
601 N Main
Bristow, OK 74010
Office phone Ex. 6
NMLS# 1210277

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/26/2017 2:39:01 PM
To: Brent Blansett [lblansett@SpiritBank.com]
Subject: RE: Check In

Thanks Brent. Once the BOSS always the BOSS I guess. Personal Matters / Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Brent Blansett [mailto:lblansett@SpiritBank.com]
Sent: Wednesday, July 26, 2017 10:35 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: Check In

Hey Kell,

Just wanted to check in and make sure they were treating you right up there. Tandy sent me the article you were in yesterday and looks like you are taking care of business. (As if there was any doubt about the BOSS)

Hope you're doing well,

Brent Blansett
Lender
SpiritBank
Member FDIC
Bristow
601 N Main
Bristow, OK 74010
Office phone: Ex. 6
NMLS# 1210277

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/8/2017 6:36:50 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: resume'

Do you have my latest

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/8/2017 6:32:43 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: RE: appointments scheduled

Thank you

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Tandy Donald [mailto:TDonald@SpiritBank.com]
Sent: Tuesday, August 8, 2017 12:43 PM
To: Kell Kelly - SpiritBank (Ex. 6) <Ex. 6n>; Kelly, Albert <kelly.albert@epa.gov>
Subject: appointments scheduled

Ex. 6 appt. set up for 9:30 am on the 28th

Ex. 6 appointment at 10:10 am on 28th

These are scheduled for you Kell

Tandy Donald
Executive Assistant
SpiritBank
Executive Division
1800 S. Baltimore, Suite 620
Tulsa, OK 74119
Office phone: Ex. 6
Mobile phone: Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 4/26/2018 6:28:30 PM
To: Gaule, Christopher [EZXK@chevron.com]
Subject: RE: Casmalia

I will have to check with the Administrator and the Region but will let you know

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Gaule, Christopher [mailto:EZXK@chevron.com]
Sent: Thursday, April 26, 2018 2:27 PM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: Re: Casmalia

Thank you very much for the quick response. Is your offer to attend the signing by the administrator still open. There might be a level of interest to attend

Thank you

Sent from my iPhone

On Apr 26, 2018, at 11:20 AM, Kelly, Albert <kelly.albert@epa.gov> wrote:

> Hello Chris, I wanted to follow up on the ROD presentation on the above. It is expected to be presented by Region 9 in mid June.
>
> Albert Kelly
> Senior Advisor to the Administrator
> 1200 Pennsylvania Avenue, NW
> Washington, DC 20460
> Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/26/2017 12:18:45 PM
To: Rhonda Renz [rrenz@SpiritBank.com]
Subject: RE: [EXTERNAL] checking in

Very nice to hear from you. Ex. 6
Ex. 6
Ex. 6 Let me know if I can ever be of help. Take care

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Rhonda Renz [mailto:rrenz@SpiritBank.com]
Sent: Tuesday, July 25, 2017 6:30 PM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] checking in

Hello!

I'm glad to hear from you. I have been curious how things have been going. Good Luck on your rollout! How exciting to have a plan then to execute it! I'm sure they are thrilled that you have joined the team!

All is well on this end of the world! Ex. 6
Ex. 6
Ex. 6

I hope that you and yours are doing great and that you are living in one world. ☺

Take care of you!!

Rhonda Renz
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Monday, July 24, 2017 5:43 AM
To: Rhonda Renz <rrenz@SpiritBank.com>
Subject: [EXTERNAL] checking in

Hi Rhon, I just wanted to see how you are and how things are going for you. I am very busy here and so draw my share of bad press.(I am sort of used to that) We roll out our Superfund Task Force Report tomorrow so we will see what that brings. I will be traveling a great deal in August so I guess I will see a lot of country-just like you. I hope you and your family are well and that happiness is always in your pocket. Take care and let me always know if I can ever be helpful.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 11/21/2017 5:21:18 PM
To: Maleah Broyles [mbroyles@SpiritBank.com]
Subject: Re: ~Happy Birthday 2 YOU~

Thanks Maleah. I appreciate your remembering me. Happy Thanksgiving to you and yours.

Sent from my iPad

On Nov 21, 2017, at 11:15 AM, Maleah Broyles <mbroyles@SpiritBank.com> wrote:

<image001.jpg>
Hi Kell,
We here at Spirit Bank are CELEBRATING YOU today, along with you! Hope your day is amazing, like you~

Maleah Broyles
Customer Support
<image002.jpg>
Deposit Operations Exceptions Desk
Office phone: Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/18/2017 10:10:17 PM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: Re: [EXTERNAL] call

Sorry I will check on that

Sent from my iPhone

On Jul 18, 2017, at 6:01 PM, Alexis Hilbert <ahilbert@SpiritBank.com> wrote:

> I just spoke to him, and he hasn't heard from anyone.
>
> Thank you!
>
> Alexis Hilbert
> Office phone: Ex. 6
> Achieve Success with Spirit!
>
> **From:** Kelly, Albert [mailto:kelly.albert@epa.gov]
> **Sent:** Tuesday, July 18, 2017 4:56 PM
> **To:** Alexis Hilbert <ahilbert@SpiritBank.com>
> **Subject:** [EXTERNAL] call
>
> Let me know if Tate ever reached your dad.
>
> Albert Kelly
> Senior Advisor to the Administrator
> 1200 Pennsylvania Avenue, NW
> Washington, DC 20460
> Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/18/2017 9:56:10 PM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: call

Let me know if Tate ever reached your dad.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/8/2017 1:14:00 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: RE: Ex. 6

Please Cancel and see if you can get rescheduled for the 28th. I will be in town that day. Also , I need Ex. 6 appointment that day if possible

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Tandy Donald [mailto:TDonald@SpiritBank.com]
Sent: Tuesday, August 8, 2017 9:10 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: dentist

Do you want anyone to cancel your Ex. 6 appointment in the morning? Reschedule?

Tandy Donald
Executive Assistant
SpiritBank
Executive Division
1800 S. Baltimore, Suite 620
Tulsa, OK 74119
Office phone: Ex. 6
Mobile phone: Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/21/2017 10:32:45 AM
To: rharper@spiritbank.com
Subject: feds

I am told the Feds will publish their final order against me next week. If anyone picks it up, I am sure you will be asked. If you wish to discuss any aspect, let me know. Hope you are well.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/8/2017 12:47:09 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: RE: Your Monday afternoon trip with Uber

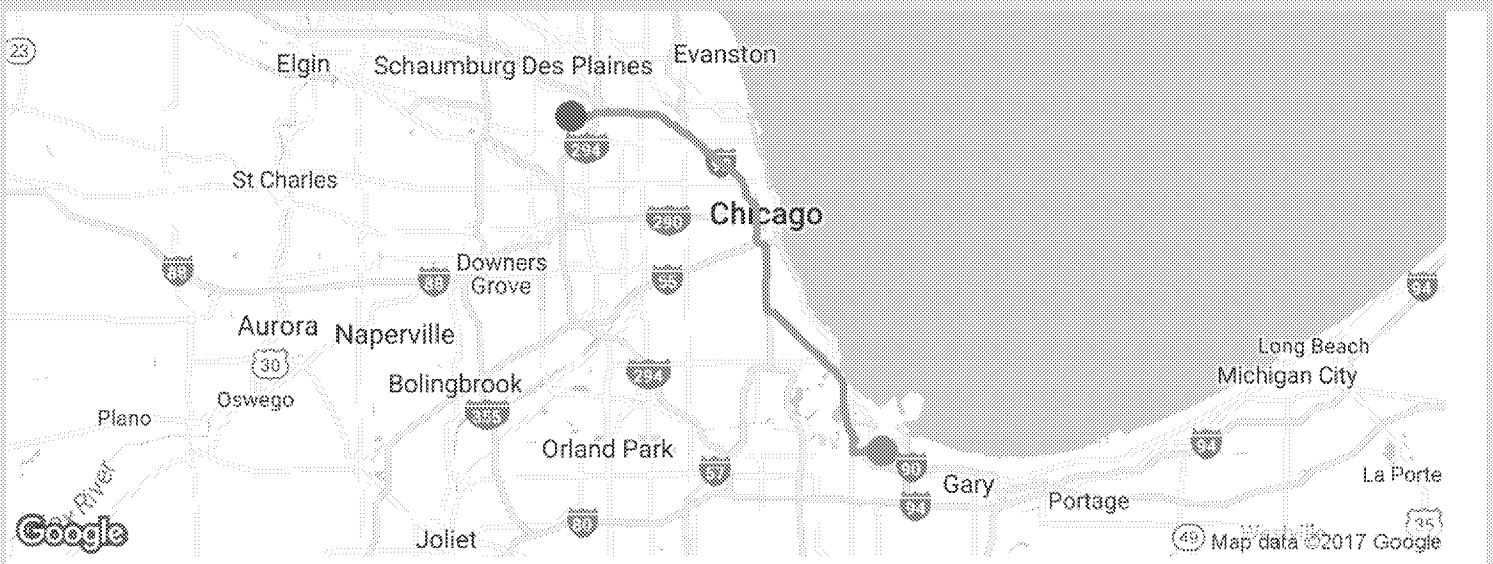
Thanks. Did you already send the morning one?

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Tandy Donald [mailto:TDonald@SpiritBank.com]
Sent: Tuesday, August 8, 2017 8:35 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: FW: Your Monday afternoon trip with Uber

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Monday, August 07, 2017 2:39 PM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Monday afternoon trip with Uber



$104.16

Thanks for choosing Uber, Albert

August 7, 2017 | uberX

01:16pm | 400-498 E 148th St, East Chicago, IN

02:38pm | Departures - Terminal 1, Chicago, IL

You rode with Wail

40.52	01:21:39	uberX
miles	Trip time	Car

Add a tip

Your Fare

Trip Fare	101.16
Subtotal	$101.16
Tolls, Surcharges, and Fees	3.00

CHARGED

$104.16

Personal Ex. 6

Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/24/2017 2:19:12 PM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: RE: [EXTERNAL] Hooker

I hope you and the State Rep will go. It should be interesting. Is your dad good with it since I sort of volunteered him?

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Alexis Hilbert [mailto:ahilbert@SpiritBank.com]
Sent: Monday, July 24, 2017 9:15 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] Hooker

Yes sir. I've been hearing it will be on Thursday this week.

Alexis Hilbert
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Monday, July 24, 2017 5:40 AM
To: Alexis Hilbert <ahilbert@SpiritBank.com>
Subject: [EXTERNAL] Hooker

I am told the Hooker event is on. Have you heard anything?

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/17/2017 7:51:54 PM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: RE: [EXTERNAL] Call

Thanks for your kind words Alexis. I am fortunate to have had such great bankers. All the best to you and Kyle.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

-----Original Message-----
From: Alexis Hilbert [mailto:ahilbert@SpiritBank.com]
Sent: Monday, July 17, 2017 2:52 PM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] Call

WOTUS has been a challenge for many family farms. Dad's been involved with Oklahoma Water Resources Board and the Panhandle Irrigators Association to try to help be a part of the solution. It is encouraging to see some movement in the right direction from Washington.

I understand they might decide to go a different route. Thanks for thinking of us.

On another note- know you are missed here at the bank. You constantly motivated us to be the best bankers we could be while owning our brand and culture. While you are gone and you are missed, know that you left a legacy empowering employees to continue being innovative and putting customers first. Kyle and I especially are missing you and your political wisdom on many fronts. We're thankful for the opportunity to know you, and we know you're doing many great things in Washington.

Thank you for everything.

Alexis Hilbert
Office phone: Ex. 6
Achieve Success with Spirit!

-----Original Message-----
From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Monday, July 17, 2017 1:05 PM
To: Alexis Hilbert <ahilbert@SpiritBank.com>
Subject: RE: [EXTERNAL] Call

I have asked Tate Bennett to call your dad. She has the lead on this. Keep in mind that he doesn't have to do this and that maybe they decide to go another way. Thanks Alexis. Stay in touch.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

-----Original Message-----
From: Alexis Hilbert [mailto:ahilbert@SpiritBank.com]
Sent: Monday, July 17, 2017 12:53 PM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] Call

Kell,

I just got off the phone with my dad, and he had some questions about what he needed to do to prepare for the event. Would you mind giving my dad a call? Jerry Wiebe: Ex. 6

It really is a huge honor to even be considered for this opportunity. I know I speak for both my dad and I when I say we are humbled and honored.

Thank you!

Alexis Hilbert
Office phone: Ex. 6
Achieve Success with Spirit!

-----Original Message-----
From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Monday, July 17, 2017 10:48 AM
To: Alexis Hilbert <ahilbert@SpiritBank.com>
Subject: [EXTERNAL] Call

Hello Alexis, would you have time for a call today?

Sent from my iPad

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/1/2017 2:03:25 PM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: RE: [EXTERNAL] FW: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership

Let me know if you take another job.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Alexis Hilbert [mailto:ahilbert@SpiritBank.com]
Sent: Tuesday, August 1, 2017 9:15 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] FW: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership

Kell,

First off, the event in the Panhandle went so well! Thank you for helping connect everyone and for involving my family. It was a huge honor to have the Administrator and his staff in the Panhandle.

I will forward this on to Kyle and have him send you his info.

Thank you again Kell!

Alexis Hilbert
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Tuesday, August 01, 2017 7:01 AM
To: Alexis Hilbert <ahilbert@SpiritBank.com>
Subject: [EXTERNAL] FW: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership

Hello Alexis, thought this might be something Kyle or you would want to try and get on. If so email me back with the information and I will forward to the lady here handling

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Bennett, Tate
Sent: Tuesday, August 1, 2017 1:06 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: Fwd: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership

Send to Wiebe son-in-law? Due Aug 10

Sent from my iPhone

Begin forwarded message:

From: "Cory, Preston (Katherine)" <Cory.Preston@epa.gov>
Date: July 28, 2017 at 10:13:18 AM EDT
Cc: "Lyons, Troy" <lyons.troy@epa.gov>, "Bennett, Tate" <Bennett.Tate@epa.gov>, "Bowles, Jack" <Bowles.Jack@epa.gov>, "Eargle, Frances" <Eargle.Frances@epa.gov>
Subject: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership

Dear Intergovernmental Colleagues:

The EPA's Local Government Advisory Committee (LGAC) provides advice on the development and implementation of Agency programs at the local level. I am writing to solicit nominations for LGAC members and for the Small Community Advisory Subcommittee (SCAS). SCAS members serve to represent communities under 10,000 and must apply by **Thursday, August 10th** for consideration for September 2017 appointments.

The EPA will consider candidates from local, state, and tribal government elected and appointed officials. Nominees must be able to attend 2-3 meetings a year and participate in the Subcommittee or workgroup activities which are normally held via teleconference. SCAS is the LGAC's sole standing subcommittee. For more information, please visit https://federalregister.gov/d/2017-15383.

The credentials of all applicants/nominees will be fully considered, but viable candidates must – at a minimum – fall within the vocational/experiential parameters outlined in the summary above. In addition to experience in local and/or state government, the following criteria may be considered:

- Experience with public-private partnerships; coalition-building and grass-roots involvement; implementation of environmental regulatory programs, whether federally-delegated, state-required or locally-mandated, including permitting programs;
- Brownfields, Superfund clean-up, air and water quality, and solid waste management; and, rural and/or small community economic development;
- Diversity in vocational/career background, including private sector/industry experience, agricultural sector experience, professional affiliations; and,
- Demonstrated familiarity with local, regional and national environmental issues, also may be considered.

LGAC members are appointed for 1-2 year terms and are eligible for reappointment. The Committee meets several times a year, and the Administrator may ask members to serve on subcommittees and workgroups to develop reports and recommendations to address specific policy issues. The average workload for members is approximately 5 to 8 hours per month. While EPA is unable to provide compensation for services, official Committee travel and related expenses (lodging, etc.) will be fully reimbursed.

Please send the requested information along with your nominees' name, full resume, and short biography to Frances Eargle, Designated Federal Officer for the LGAC at Eargle.Frances@epa.gov with subject header of **LGAC MEMBERSHIP 2017** by **August 10, 2017.** Thank you in advance for your assistance, and please contact Fran Eargle at (202) 564-3115 or me at (202) 564-5200 if you have any questions.

Sincerely,

Troy Lyons

Associate Administrator
Office of Congressional and Intergovernmental Relations (OCIR)

Cc: Elizabeth (Tate) Bennett
Jack Bowles
Frances Eargle
Demond Matthews

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 9/19/2017 7:26:30 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: Re: [EXTERNAL]

You think it is a B or a W

Sent from my iPad

> On Sep 19, 2017, at 1:25 PM, Tandy Donald <TDonald@SpiritBank.com> wrote:
>
> Schonacher is the correct spelling.
>
> Tandy Donald
> Office phone: Ex. 6
> Achieve Success with Spirit!
>
>
> -----Original Message-----
> From: Kelly, Albert [mailto:kelly.albert@epa.gov]
> Sent: Tuesday, September 19, 2017 2:23 PM
> To: Tandy Donald <TDonald@SpiritBank.com>
> Subject: Re: [EXTERNAL]
>
> Look up how to actually spell his name please
>
> Sent from my iPad
>
>> On Sep 19, 2017, at 1:22 PM, Tandy Donald <TDonald@SpiritBank.com> wrote:
>>
>> The other ibc emails are like ours with first initial last name @ibc.com
>>
>> Tandy Donald
>> Office phone: Ex. 6
>> Achieve Success with Spirit!
>>
>> -----Original Message-----
>> From: Kelly, Albert [mailto:kelly.albert@epa.gov]
>> Sent: Tuesday, September 19, 2017 2:20 PM
>> To: Tandy Donald <TDonald@SpiritBank.com>
>> Subject: [EXTERNAL]
>>
>> Would you please get the email for Bill Shonaker the president of IBC bank in OKC
>>
>> Sent from my iPad
>>
>> _____
>>
>> Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of SpiritBank or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession. Thank you.
>>
>
> _____
>
> Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of SpiritBank or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession. Thank you.
>

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/24/2017 10:47:47 AM
To: mbroyles@spiritbank.com
Subject: your email

Thank you so much Maleah for your thoughtful email. I hope all is well with you and that you have the bank running as it should. Things are busy here and seem to be increasingly so. I have many interesting assignments and look forward each day to trying to make a difference. I appreciate your prayers for me. Please tell all my friends hello and if any of you come this way, please let me know. I can easily get you a White House tour. Thanks again.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 6/1/2017 11:04:06 PM
To: tdonald@spiritbank.com
Subject: FW: Photo at WH
Attachments: IMG_2845.JPG; ATT00001.txt

Thought you might like to see this

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

-----Original Message-----
From: Hale, Michelle
Sent: Thursday, June 1, 2017 5:15 PM
To: Davis, Patrick <davis.patrick@epa.gov>; Wagner, Kenneth <wagner.kenneth@epa.gov>; Kelly, Albert <kelly.albert@epa.gov>; Greaves, Holly <greaves.holly@epa.gov>; Bennett, Tate <Bennett.Tate@epa.gov>; Dominguez, Alexander <dominguez.alexander@epa.gov>; Ford, Hayley <ford.hayley@epa.gov>
Subject: FW: Photo at WH

-----Original Message-----
From: Michelle Hale [mailto:themhales@outlook.com]
Sent: Thursday, June 1, 2017 5:08 PM
To: Hale, Michelle <hale.michelle@epa.gov>
Subject: Photo at WH

Please excuse typos! Sent from my iPhone

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 9/19/2017 7:22:53 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: Re: [EXTERNAL]

Look up how to actually spell his name please

Sent from my iPad

> On Sep 19, 2017, at 1:22 PM, Tandy Donald <TDonald@SpiritBank.com> wrote:
>
> The other ibc emails are like ours with first initial last name @ibc.com
>
> Tandy Donald
> Office phone: Ex. 6
> Achieve Success with Spirit!
>
> -----Original Message-----
> From: Kelly, Albert [mailto:kelly.albert@epa.gov]
> Sent: Tuesday, September 19, 2017 2:20 PM
> To: Tandy Donald <TDonald@SpiritBank.com>
> Subject: [EXTERNAL]
>
> Would you please get the email for Bill Shonaker the president of IBC bank in OKC
>
> Sent from my iPad
>
> _____
>
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>

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/1/2017 12:00:44 PM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: FW: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership

Hello Alexis, thought this might be something Kyle or you would want to try and get on. If so email me back with the information and I will forward to the lady here handling

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

From: Bennett, Tate
Sent: Tuesday, August 1, 2017 1:06 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: Fwd: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership

Send to Wiebe son-in-law? Due Aug 10

Sent from my iPhone

Begin forwarded message:

> **From:** "Cory, Preston (Katherine)" <Cory.Preston@epa.gov>
> **Date:** July 28, 2017 at 10:13:18 AM EDT
> **Cc:** "Lyons, Troy" <lyons.troy@epa.gov>, "Bennett, Tate" <Bennett.Tate@epa.gov>, "Bowles, Jack" <Bowles.Jack@epa.gov>, "Eargle, Frances" <Eargle.Frances@epa.gov>
> **Subject: Local Government Advisory Committee (LGAC), Solicitation of Nominees for Membership**
>
> Dear Intergovernmental Colleagues:
>
> The EPA's Local Government Advisory Committee (LGAC) provides advice on the development and implementation of Agency programs at the local level. I am writing to solicit nominations for LGAC members and for the Small Community Advisory Subcommittee (SCAS). SCAS members serve to represent communities under 10,000 and must apply by **Thursday, August 10th** for consideration for September 2017 appointments.
>
> The EPA will consider candidates from local, state, and tribal government elected and appointed officials. Nominees must be able to attend 2-3 meetings a year and participate in the Subcommittee or workgroup activities which are normally held via teleconference. SCAS is the LGAC's sole standing subcommittee. For more information, please visit https://federalregister.gov/d/2017-15383.
>
> The credentials of all applicants/nominees will be fully considered, but viable candidates must – at a minimum – fall within the vocational/experiential parameters outlined in the summary above. In addition to experience in local and/or state government, the following criteria may be considered:
>
> - Experience with public-private partnerships; coalition-building and grass-roots involvement; implementation of environmental regulatory programs, whether federally-delegated, state-required or locally-mandated, including permitting programs;

- Brownfields, Superfund clean-up, air and water quality, and solid waste management; and, rural and/or small community economic development;
- Diversity in vocational/career background, including private sector/industry experience, agricultural sector experience, professional affiliations; and,
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LGAC members are appointed for 1-2 year terms and are eligible for reappointment. The Committee meets several times a year, and the Administrator may ask members to serve on subcommittees and workgroups to develop reports and recommendations to address specific policy issues. The average workload for members is approximately 5 to 8 hours per month. While EPA is unable to provide compensation for services, official Committee travel and related expenses (lodging, etc.) will be fully reimbursed.

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Sincerely,

Troy Lyons
Associate Administrator
Office of Congressional and Intergovernmental Relations (OCIR)

Cc: Elizabeth (Tate) Bennett
Jack Bowles
Frances Eargle
Demond Matthews

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/17/2017 6:04:41 PM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: RE: [EXTERNAL] Call

I have asked Tate Bennett to call your dad. She has the lead on this. Keep in mind that he doesn't have to do this and that maybe they decide to go another way. Thanks Alexis. Stay in touch.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

-----Original Message-----
From: Alexis Hilbert [mailto:ahilbert@SpiritBank.com]
Sent: Monday, July 17, 2017 12:53 PM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] Call

Kell,

I just got off the phone with my dad, and he had some questions about what he needed to do to prepare for the event. Would you mind giving my dad a call? Jerry Wiebe: Ex. 6

It really is a huge honor to even be considered for this opportunity. I know I speak for both my dad and I when I say we are humbled and honored.

Thank you!

Alexis Hilbert
Office phone: Ex. 6
Achieve Success with Spirit!

-----Original Message-----
From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Monday, July 17, 2017 10:48 AM
To: Alexis Hilbert <ahilbert@SpiritBank.com>
Subject: [EXTERNAL] Call

Hello Alexis, would you have time for a call today?

Sent from my iPad

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/7/2017 7:54:45 PM
To: Tandy Donald [TDonald@SpiritBank.com]
Subject: Re: Your Thursday morning trip with Uber

Should have two trips in Chicago today-out and back

Sent from my iPad

On Aug 7, 2017, at 2:44 PM, Tandy Donald <TDonald@SpiritBank.com> wrote:

Tandy Donald
Office phone: Ex. 6
Achieve Success with Spirit!

From: Uber Receipts [mailto:uber.us@uber.com]
Sent: Thursday, August 03, 2017 5:32 AM
To: Albert 'Kell' Kelly <akelly@SpiritBank.com>
Subject: Your Thursday morning trip with Uber

<map_da07e08e-6699-44a0-b817-58edc036b57b>

<!--[if !vml]--><image001.png><!--[endif]-->

<~WR

$48.02

Thanks for choosing Uber, Albert

August 3, 2017 | uberX

05:56am | 1500 Massachusetts Ave NW, Washington, DC

06:31am | 1 Saarinen Cir, Sterling, VA

<image004.jpg>

You rode with Nsoatabe

26.01	00:34:51	uberX
miles	Trip time	Car

<~WRD029.jpg> <~WRD029.jpg> <~WRD029.jpg> <~WRD029.jpg> <~WRD029.jpg>

Add a tip

Your Fare

Trip fare	48.02
Subtotal	$48.02

CHARGED

$48.02

<~WRD029.jpg>Persona Ex. 6

Issued by Rasier

Receipt ID # da07e08e-6699-44a0-b817-58edc036b57b

<~WRD029.jpg> Invite your friends and family. Get a free ride worth up to $15 when you refer a friend to try Uber.

Share code: albertk1016ue

<image005.jpg>

Need help?

Tap Help in your app to contact us with questions about your trip.

Leave something behind? Track it down.

For trips within the District of Columbia, you may contact DFHV at (202) 645-7300 or bit.ly/DFHV-Complaints if you believe your operator violated District law.

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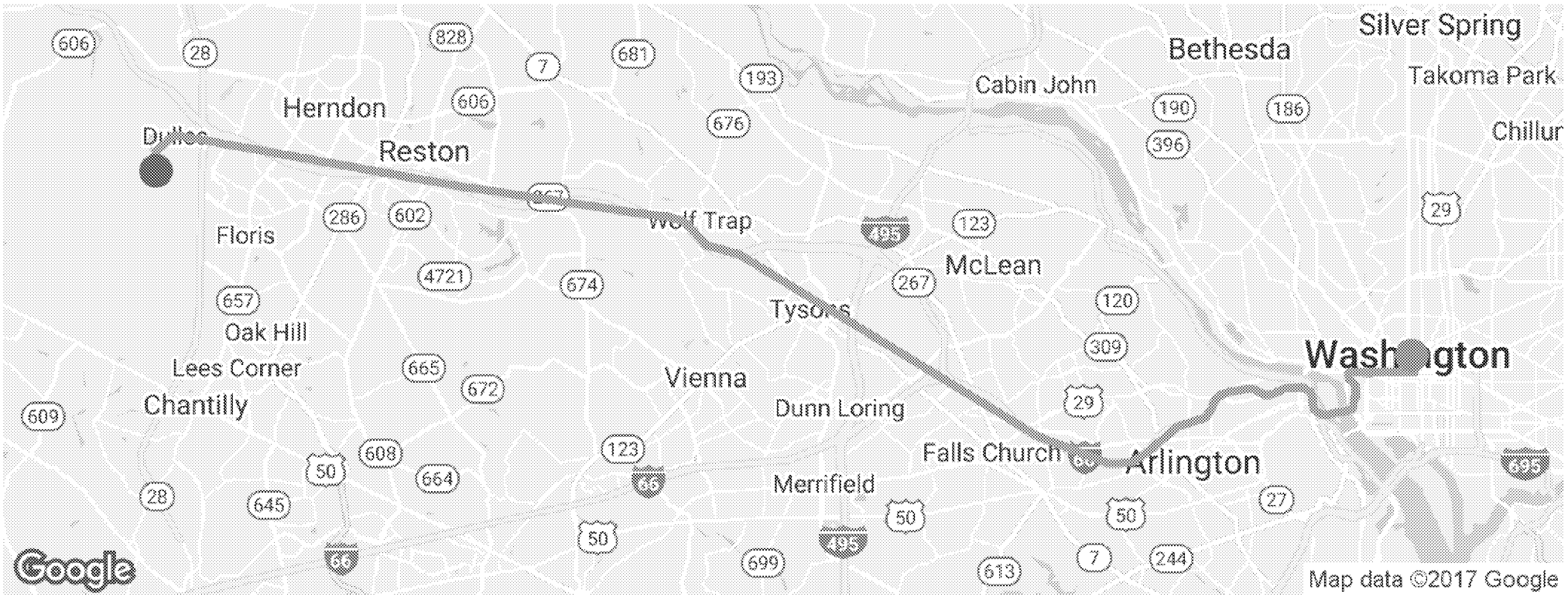
Silver Spring
Bethesda
Takoma Park
Cabin John
Herndon
Reston
Dulles
Floris
Wolf Trap
McLean
Tysons
Oak Hill
Lees Corner
Chantilly
Vienna
Dunn Loring
Falls Church
Arlington
Merrifield
Washington
Google
Map data ©2017 Google

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/24/2017 10:43:22 AM
To: rrenz@spiritbank.com
Subject: checking in

Hi Rhon, I just wanted to see how you are and how things are going for you. I am very busy here and so draw my share of bad press.(I am sort of used to that) We roll out our Superfund Task Force Report tomorrow so we will see what that brings. I will be traveling a great deal in August so I guess I will see a lot of country-just like you. I hope you and your family are well and that happiness is always in your pocket. Take care and let me always know if I can ever be helpful.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 7/24/2017 10:40:07 AM
To: Alexis Hilbert [ahilbert@SpiritBank.com]
Subject: Hooker

I am told the Hooker event is on. Have you heard anything?

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 9/19/2017 7:19:33 PM
To: tdonald@spiritbank.com

Would you please get the email for Bill Shonaker the president of IBC bank in OKC

Sent from my iPad

Message

From: Kelly, Albert [kelly.albert@epa.gov]
Sent: 7/17/2017 3:48:03 PM
To: ahilbert@spiritbank.com
Subject: Call

Hello Alexis, would you have time for a call today?

Sent from my iPad

Message

From: Kelly, Albert [kelly.albert@epa.gov]
Sent: 7/17/2017 3:45:37 PM
To: awiebe@spiritbank.com
Subject: Call

Hello Alexis, do you have time for a call?

Sent from my iPad

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 8/7/2017 7:29:33 PM
To: tdonald@spiritbank.com
Subject: Fwd: Kell's bio and photo

Do you have my latest you can send me

Sent from my iPad

Begin forwarded message:

> **From:** "Falvo, Nicholas" <falvo.nicholas@epa.gov>
> **Date:** August 7, 2017 at 9:57:11 AM CDT
> **To:** "Kelly, Albert" <kelly.albert@epa.gov>
> **Subject: FW: Kell's bio and photo**
>
> FYI.
> Do we have anything?
>
> ---
>
> **From:** Chang, Elle
> **Sent:** Monday, August 7, 2017 10:57 AM
> **To:** Falvo, Nicholas <falvo.nicholas@epa.gov>
> **Subject:** Kell's bio and photo
>
> Good morning Nick, I was referred to you by Jessica Snyder. I am working on compiling EPA leadership bios for the tribal folks that will be attending the dinner in Tulsa next Monday. Do you have a generic bio and photo of Kell that you can share with me?
>
> Thanks so much!
>
> **Elle Chang**
> American Indian Environmental Office (MC 2690-R)
> U.S. EPA, Office of International and Tribal Affairs
> 1200 Pennsylvania Avenue, NW – Ronald Reagan Bldg.
> Washington, DC 20460
> Phone: (202) 564-2956
> chang.elle@epa.gov
>
> Partnering with Tribes to Make a Visible Difference
> Find out more at www.epa.gov/tribal

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 9/10/2017 7:34:13 PM
To: Maleah Broyles [mbroyles@SpiritBank.com]
Subject: Re: [EXTERNAL] your email

Hi Maleah, I didn't see that I responded to you on this email. My apologies. You have good reason to be proud of your son. If I can ever be of any help to him, I am not far away. I hope all goes well for you. Take care.

Sent from my iPad

On Aug 10, 2017, at 10:50 AM, Maleah Broyles <mbroyles@SpiritBank.com> wrote:

> Hi Kell,
>
> Hoping you are well and having a wonderful experience in DC! I just wanted to share with you that my
>
> **Personal Matters / Ex. 6**,
>
> Personal Matters / Ex. 6 He is an amazing young man! Hope you have a great day and as always, many prayers are going up for you and your group as you fight to make a difference!
>
> Maleah Broyles
> Office phone: Ex. 6
> Achieve Success with Spirit!
>
> ---
>
> **From:** Kelly, Albert [mailto:kelly.albert@epa.gov]
> **Sent:** Monday, July 24, 2017 5:48 AM
> **To:** Maleah Broyles <mbroyles@SpiritBank.com>
> **Subject:** [EXTERNAL] your email
>
> Thank you so much Maleah for your thoughtful email. I hope all is well with you and that you have the bank running as it should. Things are busy here and seem to be increasingly so. I have many interesting assignments and look forward each day to trying to make a difference. I appreciate your prayers for me. Please tell all my friends hello and if any of you come this way, please let me know. I can easily get you a White House tour. Thanks again.
>
> Albert Kelly
> Senior Advisor to the Administrator
> 1200 Pennsylvania Avenue, NW
> Washington, DC 20460
> Ex. 6

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<imagepng_0001002_1500664804745.png>

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 5/26/2017 11:02:07 PM
To: tdonald@spiritbank.com
Subject: Fwd:

They come at you hard in DC

Sent from my iPad

Begin forwarded message:

From: "Falvo, Nicholas" <falvo.nicholas@epa.gov>
Date: May 26, 2017 at 5:19:32 PM CDT
To: "Kelly, Albert" <kelly.albert@epa.gov>

EPA
Banking 'bulldog' now top Pruitt adviser
Kevin Bogardus and Mike Soraghan, E&E News reporters
Published: Friday, May 26, 2017

Albert "Kell" Kelly testified before the Senate Banking Committee in 2011 as chairman and CEO of SpiritBank. Now, he's serving as a senior adviser to U.S. EPA Administrator Scott Pruitt and is leading the agency's Superfund task force. C-SPAN

The scion of a storied Oklahoma banking family is taking the lead on U.S. EPA Administrator Scott Pruitt's effort to remake the agency's toxic waste cleanup program.

Albert Kelly, the former chairman of SpiritBank, is now a senior adviser to Pruitt and has been appointed to lead a task force on streamlining EPA's Superfund program, according to a **memo** sent to agency officials this week (***Greenwire***, May 23).

Kelly, known by his nickname of Kell, spent roughly 33 years at the Bristow, Okla., bank.

It was founded in 1916 as American National Bank. The Kelly family bought into the bank by the 1930s, and it has since grown into a major financial institution in the state. Kelly has been part of that rise in prominence and is considered an influential player in the Oklahoma banking community.

Roger Beverage, president and CEO of the Oklahoma Bankers Association, said he has been friends with Kelly for at least 15 years, calling him "a natural-born leader" and "a great advocate."

"I love Kell Kelly. I would run through a wall for him," Beverage told E&E News. "Kell is a bulldog. He gets his teeth on something, and he doesn't let go."

Beverage also said Kelly is considered close to the EPA chief.

"They are good friends and have been for a long time," Beverage said.

Before he was chairman, Kelly was vice president and then president and CEO of SpiritBank.

Prior to joining the bank, he served as an assistant district attorney in Oklahoma's Creek and Okfuskee counties and was a partner in the law firm McMillan, Vassar & Kelly. Kelly earned his bachelor's and law degrees from the University of Oklahoma.

Kelly is familiar with the political scene in both Oklahoma and Washington. He lists "political activity" among the "core competencies" on his **resume**, which was obtained by ***The Intercept*** under the Freedom of Information Act.

A former chairman of Beverage's group, Kelly also served on the board of directors for the American Bankers Association. He also has had a stint as ABA's chairman and has testified at hearings in both the House and the Senate on financial regulations, including the creation of the Consumer Financial Protection Bureau.

Despite Kelly's expertise in finance, his career hasn't touched on environmental policy, let alone grappling with Superfund, one of EPA's most complex programs. That has worried Superfund supporters.

"He's just another Wall Street guy. I'm sure he's a fine fellow, but this is not where we want him," said Lois Gibbs, founder of the Center for Health, Environment & Justice.

Gibbs had a major role in the creation of EPA's Superfund program when in 1978 she helped uncover toxic waste in her neighborhood, Love Canal, in Niagara Falls, N.Y.

She questioned whether Kelly has the experience to transform the cleanup program, where toxic sites have lingered for years waiting for federal action. Superfund's budget would also be cut by more than $300 million under President Trump's proposal for the next fiscal year (***Greenwire***, May 23).

"To bring in someone who is absolutely clueless about the agency and the million moving parts of this program, it's really frightening," Gibbs said. "If you don't know anything about the program, how are you supposed to guide it?"

Mathy Stanislaus, who led EPA's Office of Land and Emergency Management during the Obama administration, said he was worried that Kelly will focus on bargain cleanups of sites rather than ensuring those sites are completely free of waste.

"Given the lack of background of the person designated by the administrator in environmental or public health policy, I fear this effort will focus exclusively on reducing the obligations of parties responsible for contaminating the Superfund sites by simply requiring the cheapest cleanup that leaves ongoing exposure," said Stanislaus, who oversaw Superfund when he was at the agency.

Stanislaus added cleanups on the cheap would compromise public health and inhibit economic recovery.

An EPA spokeswoman said Kelly has strong managerial skills and will also be working with EPA experts in the waste program.

"Albert Kelly brings a strong management component to the Superfund task force and will be working closely with the professionals in the Superfund initiative to make the administrator's vision a success," the agency spokeswoman said.

Beverage said he has never discussed Superfund with Kelly.

"I wouldn't know one [Superfund site] if it jumped up and bit me in the backside," he said. But Beverage called Kelly a "visionary" who brings unique skills that are lacking at EPA.

"There are people in the Beltway who don't get out and have a clue on how things work out here," Beverage said. "He has a mastery of how things work in the real world and how to balance what interests EPA has against what impacts it has on a business."

'A great friend to Oklahoma banks'

Kelly's hire at EPA is also a reminder of Pruitt's close ties to the Oklahoma financial industry.

As Oklahoma attorney general, Pruitt was a staunch defender of his state's banks, including joining litigation against the Dodd-Frank Act.

"Our state's attorney general is a 'keeper' and a great friend to Oklahoma banks!" said one item discussing a Pruitt fundraiser in the Oklahoma Bankers Association's **newsletter**.

Kelly's bank also played a key role in Pruitt's earlier life when the EPA chief bought and sold a minor league baseball team in Oklahoma City.

According to public **records**, SpiritBank lent money to the partnership that bought what was then called the Oklahoma City RedHawks for $6.8 million in 2003.

Pruitt owned 25 percent of the club and was the general managing partner. The partnership pledged contract rights and proceeds as collateral. Pruitt also served in the state Senate at the time of the purchase.

SpiritBank then provided "acquisition financing" when Pruitt and his partners sold the team in 2010 for an undisclosed amount, according to a team press release.

Kelly has also been a major political donor. He has contributed more than $200,000 over the years to federal and state campaigns, usually to Republican candidates.

Kelly contributed $2,000 to the Trump campaign in September 2016. But earlier, in 2015, he contributed to the presidential campaign and super political action committee of former Republican Florida Gov. Jeb Bush.

Kelly contributed at least $2,750 to Pruitt since he launched his first campaign for attorney general in 2010. He also contributed $1,750 in 2015 to Pruitt's leadership PAC, Oklahoma Strong.

SpiritBank's PAC contributed $1,000 to Pruitt when he first ran for attorney general. Other employees contributed $3,750 to Pruitt in state races.

The Oklahoma Bankers Association PAC contributed $7,000 to Pruitt in Oklahoma.

Kelly joins other friends of Pruitt and Oklahoma political operatives in working at EPA, including Kenneth Wagner, a former legal associate and PAC treasurer of the administrator's (***Greenwire***, April 13). Noting Kelly and Wagner coming to EPA, Beverage said, "I will be anxious to see how they both play out."

"I know he and Scott Pruitt are good friends," Beverage said. "I think Kell wanted a new challenge. He has got one for sure."

Sent from my iPhone

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 6/12/2017 6:11:49 PM
To: rrenz@spiritbank.com
Subject: just checking

Just wanted to say hello and see if you are ok. We haven't talked in some time. I hear things are changed a bit. Lots going on here. Staying extremely busy but I will admit that I miss what we built and the people we built it with. Really hope things are good for you.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 5/10/2017 4:22:23 PM
To: Shannon Storms [sstorms@SpiritBank.com]
Subject: RE: [EXTERNAL] insurance etc

Thanks Shannon. Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
202 306 8830

From: Shannon Storms [mailto:sstorms@SpiritBank.com]
Sent: Wednesday, May 10, 2017 10:20 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] insurance etc

Hello Kell!

Ex. 6

Shannon Storms
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Wednesday, May 10, 2017 8:55 AM
To: Shannon Storms <sstorms@SpiritBank.com>
Subject: [EXTERNAL] insurance etc

Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW

Washington, DC 20460
202 306 8830

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Sent: 5/10/2017 4:05:46 PM
To: tstone@spiritbank.com
Subject: email

Hi Terri, thanks so much for you very kind and timely email. I would love to have you and your husband visit anytime. This is a much different place with a completely different job. I will always have a warm love of SpiritBank and more particularly SpiritBankers. You are one of the best. Please tell everyone hello and keep up the good work.

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Ex. 6

Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 5/10/2017 2:21:26 PM
To: Shannon Storms [sstorms@SpiritBank.com]
Subject: RE: [EXTERNAL] insurance etc

Thanks Shannon. Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
202 306 8830

From: Shannon Storms [mailto:sstorms@SpiritBank.com]
Sent: Wednesday, May 10, 2017 10:20 AM
To: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: [EXTERNAL] insurance etc

Hello Kell!

Ex. 6

Shannon Storms
Office phone: Ex. 6
Achieve Success with Spirit!

From: Kelly, Albert [mailto:kelly.albert@epa.gov]
Sent: Wednesday, May 10, 2017 8:55 AM
To: Shannon Storms <sstorms@SpiritBank.com>
Subject: [EXTERNAL] insurance etc

Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW

Washington, DC 20460
202 306 8830

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Sent: 5/10/2017 1:54:32 PM
To: sstorms@spiritbank.com
Subject: insurance etc

Ex. 6

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
202 306 8830