

**LETTER OF AGREEMENT TO IMPLEMENT A
CORRECTIVE ACTION STRATEGY BETWEEN
THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
AND ABC, INC.**

I. GENERAL PROVISIONS

A. Purpose

The Arkansas Department of Environmental Quality (ADEQ) and **ABC Inc.** enter this Letter of Agreement (LOA) to implement the United States Environmental Protection Agency (EPA) Region 6 Corrective Action Strategy (CAS) at the **ABC Inc.** site in **Conway, Arkansas**. This LOA describes the roles, responsibilities and expectations of each party with respect to the activities conducted hereunder.

B. Definitions

For purposes of this LOA, the following definitions will apply:

“Area of Concern (AOC)” means any area where an actual or potential release of hazardous waste, hazardous constituents or hazardous substances, which is not from a solid waste management unit, is occurring and ADEQ determines to pose an actual or potential threat to human health or the environment.

“Facility” means all contiguous property previously under the control of the former owner/operator Aermotor Pumps, Inc. currently known as **ABC, Inc.**

“Hazardous constituent” means any constituent identified in [Arkansas Pollution Control & Ecology Commission (APC&EC) Regulation 23] (Reg. 23), §261, Appendix VIII.

“Hazardous substance” means (A) any substance designated pursuant to § 311(b)(2)(A) of the Federal Water Pollution Control Act (Public Law 92-500); any element, compound, mixture, solution or substance designated pursuant to § 102 of Title 1 of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1989 (Public Law 96-510); any hazardous waste, including polychlorinated biphenyls (PCBs), as defined by the Arkansas Hazardous Waste Management Act, as amended, § 8-7-201, et seq., and the regulations promulgated thereunder; any toxic pollutant listed under § 307 (a) of the Federal Pollution Control Act; any hazardous air pollutant listed under § 112 of the Federal Clean Air Act; and any hazardous chemical substance or mixture regulated under §7 of the Federal Toxic Substances Control Act; and (B) any other substance or pollutant designated by the Arkansas Hazardous Waste Management Act or by regulations of ADEQ.

“Hazardous waste” means any waste, or combination of wastes, as defined in ADPC&EC Reg. 23, §261.3, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or which may pose a threat to the health of humans or other living organisms.

“Release” means any spilling, leaking, pouring, emitting, emptying, discharging, injecting, pumping, escaping, leaching, dumping, or disposing of hazardous wastes (including hazardous constituents or hazardous substances) into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing hazardous wastes, hazardous constituents, or hazardous substances).

“Solid Waste Management Unit (SWMU)” means any discernible unit at which solid wastes have been placed at any time, irrespective of whether the unit was intended for the management of solid or hazardous waste. Such units include any area at a facility at which solid wastes have been routinely

and systematically released.

“Stabilization” means actions to control or abate threats to human health and/or the environment from releases at the **ABC Inc.** site and/or to prevent or minimize the further spread of contamination while long-term remedies are pursued.

All other terms used herein will have the same meaning as those in ADPC&EC Reg. 23, unless this LOA specifically provides otherwise. Where terms are undefined in the law, the regulations, this LOA, or EPA guidance or publications, a standard dictionary reference or the generally accepted scientific meaning of the term will define the meaning associated with such terms.

C. Acknowledgments and Expectations

ADEQ seeks to simplify and streamline the process through which **ABC Inc.** addresses corrective action requirements to ensure protection of human health and the environment. By entering into this LOA, ADEQ and **ABC Inc.** agree to work in a cooperative and coordinated manner to ensure successful development and implementation of a CAS at the **Conway, Arkansas** facility and to ensure efficient use of agency and facility resources in addressing corrective action requirements.

Both ADEQ and **ABC Inc.** intend to ensure protection of human health and the environment by implementing the CAS pursuant to this LOA. ADEQ and **ABC Inc.** believe the timely investigation and/or remediation at the **Conway, Arkansas**, facility will significantly benefit the protection of human health and the environment. ADEQ and **ABC Inc.** also believe expedited corrective action may be an effective substitute for corrective action performed pursuant to other formal regulatory mechanisms and may aid in assisting and supporting **ABC Inc.** in investigation, cleanup and/or revitalization of the **Conway, Arkansas**, facility.

ADEQ and **ABC Inc.** agree the elements of this LOA are an integral part of **ABC Inc.’s** CAS and necessary for the protection of human health and the environment, responsive to the concerns of ADEQ, **ABC Inc.**, the public, and the regulated community in general, and otherwise meet the corrective action requirements applicable pursuant to a hazardous waste permit or corrective action order.

D. Implementation

ABC Inc. agrees to implement a CAS at the **Conway, Arkansas**, facility as described in Section II of this LOA. **ABC Inc.** will design the CAS to identify releases of hazardous waste and/or hazardous constituents to the environment, to investigate the nature and extent of such releases, if necessary, and to implement appropriate corrective measures to protect human health and the environment.

ADEQ will review, provide written comments on and approve **ABC Inc.’s** CAS deliverables including, but not limited to, the CAS Workplan, the Risk Evaluation Report, and the Risk Management Plan. ADEQ will use applicable EPA and other appropriate technical guidance within the framework of established federal/state regulations and program-specific administrative policies and procedures in reviewing, commenting on and approving **ABC Inc.’s** CAS deliverables.

ABC Inc. agrees to implement CAS work plans as approved by ADEQ, generally perform work following the schedule contained in such work plans and document/report substantial deviations from the provisions of approved work plans.

ADEQ will ensure **ABC Inc.** conducts the CAS appropriately and timely and will ensure both technical/legal assistance and procedural guidance are available to support and facilitate CAS activities at the **ABC Inc.** site. ADEQ will provide technical oversight for approved investigation and remediation activities, including field observation, split-sampling and inspection of final remedies, as appropriate.

The preparation/submittal of any permit application(s) and/or procurement of any permit(s) required by accomplishment of the CAS are the responsibility of **ABC Inc.**

ADEQ and **ABC Inc.** will, at a minimum, provide opportunities for meaningful public/community involvement in the CAS process at the time of final remedy selection, should a final remedy prove necessary at the **ABC Inc.** site. ADEQ will review the Risk Management Plan (RMP) and either approve it or suggest an alternate remedy. ADEQ will then prepare a Remedial Action Decision Document that explains the remedy selected (either based on the RMP or an alternate remedy). ADEQ will prepare and publish a public notice of the availability of the RADD for review with a minimum of thirty (30) calendar days for public comment. **ABC Inc.** agrees to be responsible for cost associated with the public notice. **ABC Inc.** also agrees to provide additional public/community involvement for significant interim or stabilization measures on a case-by-case basis as deemed appropriate by ADEQ. ADEQ agrees to review and approve **ABC Inc.**'s public notice correspondence associated with interim measures before publication and agrees to respond to comments.

Upon successful completion of all approved CAS activities as verified by review of the deliverables submitted pursuant to this LOA, any necessary inspections by ADEQ and/or establishment of any necessary institutional and/or engineering controls, ADEQ will issue a Certification of Completion that complies with the EPA "Final Guidance on Completion of Corrective Action Activities at RCRA Facilities" notice dated February 25, 2003 to **ABC Inc.** acknowledging completion of CAS activities following the approved work plan(s).

ABC Inc. agrees to record the ADEQ's Certification of Completion as part of the chain of title for the property. In the event contaminated environmental media containing hazardous waste and/or hazardous constituents remain at the **ABC Inc.** site, **ABC Inc.** will record a deed notation or restriction, as appropriate, acknowledging this condition as part of the chain of title for the property. As indicated above, **ABC Inc.** will complete the deed notation or restriction before ADEQ's issuance of a Certification of Completion

ABC Inc. agrees to provide a complete copy of this LOA and a complete copy of ADEQ's Certification of Completion to any potential buyer of the facility along with a notice of any ongoing final remedy maintenance and monitoring requirements (e.g., cap inspection/repair, groundwater sampling and analysis, long-term financial assurance obligations, etc.), engineering controls (e.g., access restrictions, posting of signs) and/or institutional controls (e.g., deed notices/restrictions).

E. Review and Approval

Following submission of any CAS plan or report (excluding any progress reports and unreviewed analytical or other data), ADEQ will review **ABC Inc.**'s plan or report. If ADEQ determines the plan or report is adequate, ADEQ will approve the plan or report in writing. If ADEQ determines the plan or report is inadequate, ADEQ will notify **ABC Inc.** in writing of the plan's or report's deficiencies and will contact **ABC Inc.** to schedule a meeting or teleconference to informally discuss, to resolve deficiencies informally and to establish a schedule for submittal of a revised plan or report, if necessary.

If ADEQ determines the revised plan is still inadequate, ADEQ will contact **ABC Inc.** for additional discussions and/or meetings to resolve the remaining deficiencies or issues. ADEQ and **ABC Inc.** believe resolution of any remaining deficiencies or issues may be accomplished informally. Since the LOA is a voluntary agreement between ADEQ and **ABC Inc.**, this LOA omits provisions for independent, administrative dispute resolution. In the event ADEQ and **ABC Inc.** fail to reach a mutually acceptable resolution within a reasonable time for any remaining deficiencies or issues informally, ADEQ or **ABC Inc.** may terminate the LOA according to Section I.H. below.

F. Protectiveness

All expedited response actions, including stabilization and interim measures activities, will be protective of human health, welfare and the environment. The actions will comply with all applicable federal, state and local laws, regulations and ordinances. Consistent with applicable Federal and State laws and regulations, ADEQ will, through oversight of **ABC Inc.'s** CAS activities, determine whether releases to the environment at the facility pose a threat to human health or the environment, and whether the releases justify a mitigation of the potential exposure of human and ecological receptors to the releases.

If required, remediation will be consistent with applicable EPA corrective action guidance, ADEQ's corrective action policies and procedures and applicable Federal and State laws and regulations. The basis for all final corrective action remedies is site-specific conditions and possible consideration of projections of future land use(s) at the **ABC Inc.** site.

G. Modification

ADEQ and **ABC Inc.** may revise this LOA anytime to simplify, clarify and/or modify the specifications contained herein. ADEQ will keep **ABC Inc.** informed of any proposed modifications of applicable State or Federal statutory or regulatory authority impacting the LOA. ADEQ and **ABC Inc.** will mutually agree, in writing, to any modification by ADEQ or **ABC Inc.** of the LOA.

H. Termination of Agreement

ABC Inc. may terminate this LOA anytime for any reason by giving written notice, via certified mail, to ADEQ. ADEQ may terminate this LOA anytime for any reason by giving written notice, via certified mail, to **ABC Inc.** Although ADEQ reserves the right to terminate this agreement anytime and for any reason, ADEQ acknowledges termination by ADEQ would generally be for cause (e.g., failure to implement approved plan(s) or otherwise comply with the terms of this LOA).

I. Site Access and Indemnification

ABC Inc. will allow ADEQ access to the **ABC Inc.** site for purposes of overseeing accomplishment of the CAS activities including, but not limited to, sampling, conducting investigations related to the extent of contamination, performing remedial action(s) and observing or monitoring the overall progress of the work conducted pursuant to approved CAS plans.

ABC Inc. agrees to hold ADEQ harmless and to indemnify the state of Arkansas for any claims including, but not limited to, claims for property damage or personal injury arising from activities of **ABC Inc.** that ADEQ reviews or oversees under this LOA.

J. Reservation of Rights

This LOA, while intended to assist **ABC Inc.** in meeting applicable corrective action requirements, does not contain terms or conditions to eliminate, reduce, or otherwise impair ADEQ's existing authority to require corrective action under applicable state and federal law. This will be the case regardless of premature termination of LOA, or the successful discharge of the obligations hereunder.

The basis of the nature and scope of **ABC Inc.'s** CAS is strictly on information available at the time of the execution of this LOA. If, before or following issuance of a Certification of Completion to **ABC Inc.**, ADEQ becomes aware of previously unknown conditions or information indicating **ABC Inc.'s** CAS activities are unprotective of human health and the environment, ADEQ reserves the right to take response actions or require additional corrective action as necessary to protect human health and the environment.

ADEQ reserves any and all rights and authority at all times, including but not limited to, legal, equitable or administrative rights and authority. This specifically includes ADEQ's authority to conduct, direct, oversee and/or require response concerning **ABC Inc.'s** Corrective Action. Notwithstanding any other provision of this LOA, nothing herein affects or limits ADEQ's authority or ability to take any enforcement action required or issue an order by law.

II. FACILITY-SPECIFIC PROVISIONS

A. ABC Inc. Site Location and Legal Description

Give a site location and legal description and state current zoning

Example:

The location of the **ABC Inc.** site is: 222 Industrial Way, Anytown, Arkansas 7XXXX. SE ¼, NE ¼, Section XX, TXN, RXXW, with coordinates XX° XX' XX" N and XX° XX' XX" W. A legal description and survey drawing of the property is shown on Attachment A. The property does carry on-going restrictions for its use. The current zoning for the property is I-3 Industrial, or "intense industrial."

B. ABC Inc. Site Regulatory Status

Describe Site Activity.

Example:

The facility is currently inactive (no operations). The facility is currently not subject to RCRA permitting.

C. Ownership and use of Property

Self Explanatory:

Example:

The property is currently owned by the City of Anytown and leased to **ABC, Inc.** of Boggy Marsh, California. The site is currently inactive but has been used in the past for the manufacturing of heavy industrial motors.

D. Regulatory History and Previous Investigations/Remediation

Self Explanatory:

Example:

Phase I and Phase II Environmental Site Assessment (ESAs) and soils characterization activities have been conducted at the facility. These activities are further described in the attached **Soils Characterization Report** (My Engineer, January 2006). These previous activities have not been conducted under the direction of regulatory agencies.

E. Scope of Work

The purpose of the CAS is to investigate SWMUs and AOCs for releases to the environment and, if necessary, remediate the release(s) to ensure protection of human health and the environment. **ABC Inc.** and ADEQ agree to conduct the corrective action as defined by the LOA and the LOA's attachments.

Describe and innumerate the Solid Waste Management Units (SWMUs) or Areas of Concern (AOCs) at the facility.

Self explanatory.

Example:

- Surface and subsurface soils contaminated with (List the contaminants) directly below or adjacent to the western portion of the building
- Describe the contamination at each SWMU or AOC.

F. CAS Corrective Action and Reporting Requirements

This LOA requires **ABC Inc.** to address corrective action at the Anytown, **Arkansas** facility by conducting the following activities:

Notice of Intent (NOI) - The NOI is a notification that **ABC Inc.** is planning to conduct corrective action using the CAS. The NOI should be very brief, containing the following information: 1) general facility background information (including operational history), 2) a proposal of the performance standards (cleanup levels) to be achieved, 3) qualifications of all personnel, including contractors, performing or directing the investigations and overall management of the corrective action activities, and 4) a brief description of how the CAS will be applied at the **Conway, Arkansas** facility.

Scoping Meeting - The Scoping Meeting is a meeting between representatives from **ABC Inc.** and ADEQ at the **Conway, Arkansas** facility. In this meeting, the **ABC Inc.** representatives will submit a conceptual site model (CSM) complete enough to substantiate the proposed performance standards.

CAS Work Plan - The CAS Work Plan will be appropriate for facility-specific conditions and will include: 1) the CSM, 2) identification of data quality objectives (DQOs) designed to meet the performance standards, 3) an assessment of historical data and identification of data gaps, 4) sampling plan to collect data as needed to meet the DQOs, (including a Quality Assurance Project Plan (QAPP) specifying, with respect to the DQO's, the sampling procedures, analytical methods, field and laboratory methods, field and laboratory quality control samples, chain-of-custody procedures and data review, validation, and reporting procedures designed to achieve the DQO's, and a Health and Safety Plan), 5) a brief description of how **ABC Inc.** will apply the CAS at the **Conway, Arkansas** facility (as agreed upon in the Scoping meeting), 6) an implementation schedule and 7) a communication strategy.

Facility Activities - Upon review and approval of the CAS Work Plan, **ABC Inc.** will proceed with activities as described in the CAS Work Plan. These activities may include, but not be limited to, the implementation of interim measures, if warranted, the collection of data to fill any data gaps as identified in the CSM, release characterization activities, evaluation of impacts from releases, use of the high or low bright line tables provided in the CAS, completion of a site-specific risk assessment as needed, a reevaluation of the proposed performance standards if new data suggests that a change in performance standards is necessary.

Risk Evaluation Report - After completion of the facility activities, as described above, **ABC Inc.** will submit a Risk Evaluation Report including, but may not be limited to; 1) documentation of release characterization activities and results, 2) documentation of exposure scenario evaluation, 3) results of screening activities, if performed, 3) results of the site-specific risk assessment, if performed, and 4) the revised CSM. After submitting this report to ADEQ, **ABC Inc.** will need to fill out the CA725 and CA750 forms for the completion of these Environmental Indicators.

Remedy Selection - Upon completion and submittal of the Risk Evaluation Report, the facility can

begin the selection of final remedies. With the updated CSM, **ABC Inc.** will select final remedies using remedy evaluation standards and general decision factors contained in Chapter IV of the EPA guidance document entitled RCRA Corrective Action Plan (Final), May 1994, OSWER Directive 9902.3-2A. After remedy evaluation and selection, **ABC Inc.** will propose final remedies in the Risk Management Plan.

Any proposed final remedy will present and discuss any interim and/stabilization measures previously done at the **ABC Inc.** site, including how these measures are consistent with the proposed final remedy and how they addressed the remedy evaluation standards outlined in the following paragraph. Any proposed final remedy will also include a discussion of other potentially viable remedial alternatives **ABC Inc.** considered, but dropped from further consideration, including the rationale for elimination.

Risk Management Plan - The Risk Management Plan is the final deliverable. ADEQ must review and approve the Risk Management Plan. This report will include, but may not be limited to; 1) the final remedy selections, 2) the final CSM with remedies, including locations of releases addressed by a risk management activity, COC concentrations that represent the long-term fate and transport of residual COCs and the exposure pathways affected by the risk management activity, 3) implementation schedule for remedies, 4) performance criteria and monitoring, 5) contingency plans, and 6) description of (including monitoring locations) and schedule for performance reviews.

G. Interim/Stabilization Measures

If, during activities undertaken pursuant to this LOA, **ABC Inc.** or ADEQ determines a release or potential release of hazardous waste, including hazardous constituents or hazardous substances, may pose a short-term threat to human health or the environment, use of interim/stabilization measures may be necessary to slow or stop the further spread of contamination until implementation of a final remedy. In certain situations, implementation of interim measures may be desirable although stabilization might not be necessary based on short-term threats posed by an actual or potential release. ADEQ and **ABC Inc.** will evaluate and discuss the necessity for and/or desirability of interim/stabilization measures and any associated technical (e.g., nature and scope of action) and administrative (e.g., reporting, public participation) requirements on a case-by-case basis.

As indicated under above, public/community involvement may be necessary for significant interim/stabilization measures. ADEQ will determine the need for public/community involvement on a case-by-case basis for interim/stabilization measures. **ABC Inc.** will submit to ADEQ in writing all final agreements between ADEQ and **ABC Inc.** with respect to interim and/or stabilization measures and associated actions including, but not limited to, submittal of a work plan/reports and scheduling. This LOA may require modification pursuant to I.G to incorporate any interim/stabilization measures agreed to by the parties.

H. Final Remedy

Any proposed final remedy will include appropriate technical support and documentation and will describe in detail, and summarize how **ABC Inc.** addressed the following remedy evaluation standards: 1) protection of human health and the environment; 2) attainment of media cleanup standards; 3) control of the source of releases to reduce or eliminate, to the extent practicable, further releases that may pose a threat to human health and the environment; 4) compliance with applicable standards in the management of contaminated environmental media and wastes; and 5) other general remedy decision factors (balancing criteria) including long-term reliability and effectiveness; reduction in contaminant toxicity, mobility and /or volume of wastes; short-term effectiveness; ability to carry out, cost, and community acceptance.

As indicated above, opportunities for meaningful public/community involvement in the CAS corrective action process will, at a minimum, be necessary at the time of final remedy selection. **ABC Inc.**

agrees to be responsible for the cost associated with providing public notice and opportunity for comment for a minimum of thirty calendar days for any proposed final remedy. **ABC Inc.** also agrees to be responsible for establishing and updating, as necessary, a repository (typically the public library closest to **ABC Inc.** site) containing the complete corrective action administrative record, as determined by ADEQ, for **ABC Inc.** site for public viewing before publishing any public notice pursuant to this LOA. ADEQ agrees to prepare a RADD, make **ABC Inc.**'s complete corrective action administrative record available for public review at ADEQ's Central Record, prepare and issue the public notice and be the recipient of and respond to comments, if any, received during the public comment period. Following the close of the public comment period, ADEQ will address any public comments concerning the proposed final remedy in consultation with **ABC Inc.** and include a responsiveness summary, if necessary, as a part of the final remedial action decision. **ABC Inc.** will accomplish any modifications of the proposed final remedy in response to public comments, if necessary, before final remedy implementation by **ABC Inc.** including any necessary modification of documents and/or this LOA.

I. Final Remedy Implementation and Completion

Upon completion of the public comment period for the proposed final remedy, ADEQ's response to any public comments and remedy modification, if any, in response to those comments, ADEQ may require **ABC Inc.** to prepare and submit a work plan for final remedy implementation to the extent other deliverables submitted pursuant to this LOA inadequately describe the scope of work for the final remedy and the schedule for remedy implementation. **ABC Inc.** will use Chapter V of the EPA guidance document entitled RCRA Corrective Action Plan (Final), May 1994, OSWER Directive 9902.3-2A and EPA's Subpart S Advance Notice of Proposed Rulemaking, May 1, 1996; 61 FR 19432-19464 in developing the site-specific scope of work included in the work plan (if required) for final remedy implementation.

The final remedy implementation work plan will outline the objectives of the final remedy and will contain, as applicable: 1) a detailed description of the design, construction, operation, monitoring, quality assurance, and maintenance requirements; 2) a cost estimate to define costs for design, construction, operation, maintenance and monitoring; 3) a schedule for design, construction and monitoring; and 4) management procedures for hazardous wastes and/or hazardous constituents during implementation of the final remedy.

Should corrective measures for groundwater prove necessary, **ABC Inc.** will demonstrate groundwater contamination complies with appropriate regulatory levels (e.g., promulgated standards, MCLs, etc.), guidelines or other criteria (may include protective facility-specific risk-based levels) throughout the identified plume of groundwater contamination for three consecutive years before submission of the final remedy implementation report, described below, to document completion of the final remedy.

If a long-term final remedy (e.g., groundwater pump and treat system with groundwater monitoring) is necessary, ADEQ may require financial assurance for final remedy operation, maintenance and monitoring. Generally, the basis for the amount of financial assurance is the cost estimate contained in the final remedy implementation work plan or equivalent. ADEQ will discuss/negotiate the need, timing, and acceptability/use of specific financial assurance instruments with **ABC Inc.** on a case-by-case basis.

The Risk Management Plan will contain a written certification stating **ABC Inc.** completed the final remedy following the approved work plan(s). **ABC Inc.** and an independent professional engineer and/or a registered geologist licensed/registered in the state of Arkansas will sign the certification.

J. Reporting Requirements

ABC Inc. will submit a CAS Work Plan containing the information outlined above (Section II. F)

pursuant to this LOA. ADEQ will discuss and address on a case-by-case basis the necessity for and submission of any other reports covering investigation, monitoring, interim/stabilization measures, corrective measures evaluation and remedy implementation with **ABC Inc.** SWMUs and/or AOCs requiring an extended time for final remedy implementation (e.g., groundwater remediation) may require submission of more detailed progress reports than the Quarterly Progress Reports described below. Again, ADEQ will discuss and address the necessity for and submission of such reports with **ABC Inc.** on a case-by-case basis.

From the time of execution of this LOA until ADEQ issues a Certification of Completion to **ABC Inc.**, **ABC Inc.** will submit to ADEQ, within sixty days of the end of each calendar quarter, Quarterly Progress Reports summarizing all corrective action activities undertaken during the preceding calendar quarter. The Quarterly Progress Reports will include the following information: 1) a description of the work completed; 2) summaries of all findings, including summaries of laboratory data; 3) summaries of all problems or potential problems encountered during the reporting period and actions taken to rectify the problems; and 4) deviations from approved work plans or schedules including justification for any delays and a revised projection of the completion date(s), and 5) projected work for the next reporting period. **ABC Inc.** need not reproduce detailed technical information submitted as part of other deliverables pursuant to this LOA as part of the Quarterly Progress Reports.

ABC Inc. will submit four copies of all reports, documents, plans or specifications required under the terms of this LOA to:

Arkansas Department of Environmental Quality
Attention: Name of ADEQ Project Manager
8001 National Drive
Post Office Box 8913
Little Rock, Arkansas 72219-8913

The property is currently owned by the City of Anytown. Per the letter issued on , the city has formally agreed with the planned Corrective Action Strategy (CAS) program and the provision of the Letter of Agreement (LOA). **ABC, Inc.** will be required to submit one copy of all reports, documents, plans or specifications under the terms of this LOA to:

City of Anytown
Attn: Mayor Bill Citizen
City Hall
123 Main Street
Anytown, AR 7XXXX

K. Fees

All submittals shall be subject to applicable review fees pursuant to APC&EC Regulation No. 23, Section 6(t).

L. Schedule

Except as otherwise agreed to and noted in this LOA, **ABC Inc.** will propose schedule(s) for conducting the activities in the work plan(s), reports and/or other deliverables required by this LOA. ADEQ expects the schedule(s) proposed by **ABC Inc.** will be of reasonable duration and **ABC Inc.** will follow the approved schedules. ADEQ does not anticipate formal processing of extension requests. **ABC Inc.** bears the responsibility to document deviations from approved schedules in the

Quarterly Progress Reports required by including justifications for delays and a revised projection of the completion date(s). Failure by **ABC Inc.** to make good faith efforts to meet the self-imposed schedules established pursuant to this LOA will be grounds for termination of this LOA by ADEQ.

This Letter of Agreement has been developed by mutual cooperation and consent by and between:

Name
Mike Bates, Chief
Hazardous Waste Division
Arkansas Department of Environmental Quality

Date

Name
Name of Person
Title of Person
ABC Inc.

Date