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COPY

WORKING AGREEMENT

This Agreement, pursuant to A.R.S. § 49-282.05, made and entered into the day and date indicated below, by and between the Arizona Department of Environmental Quality ("ADEQ" or the "State") and Air Liquide America Specialty Gases, LLC, Arizona Public Service Company, City of Phoenix, Dolphin, Inc., Freescale Semiconductor, Inc., Holsum Bakery, Inc., Honeywell International Inc., ITT Corporation, Laundry & Cleaners Supply, Inc., Maricopa Land and Cattle Company, Milum Textile Services Co., Penn Racquet Sports, Inc., Prudential Overall Supply, Schuff Steel Company, Salt River Project Ag. Improvement & Power Dist., and Univar USA Inc. (collectively referred to as the "West Van Buren WQARF Site Working Group" or the "WVB Working Group") (ADEQ and the WVB Working Group collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, ADEQ has determined that releases of hazardous substances have occurred within the meaning of A.R.S. § 49-201, resulting in contamination that may present an imminent and substantial endangerment to the public health, welfare or the environment at the West Van Buren Water Quality Assurance Revolving Fund ("WQARF") Site (the "Site"); and

WHEREAS, ADEQ placed the Site on the WQARF Registry on November 13, 1987; and

WHEREAS, anyone may, by written agreement with ADEQ, conduct all or a portion of the Feasibility Study ("FS") at the Site pursuant to A.R.S. §§ 49-282.05 and 49-287.03; and

WHEREAS, the Parties desire that the WVB Working Group conduct the FS pursuant to this Agreement and have entered into this Agreement to establish the work to be conducted by the WVB Working Group under an approved FS work plan (the "Work"); and

WHEREAS, the WVB Working Group submitted a FS work plan dated September 6, 2011 through Haley & Aldrich (the "Work Plan") to ADEQ for approval pursuant to A.A.C. R18-16-407 and 413; and

WHEREAS, the WVB Working Group desires to obtain ADEQ's approval of the Work Plan and, once approved, the subsequent approval of the FS Report following completion of the FS, which approvals are, pursuant to A.R.S. § 49-285, deemed to be in substantial compliance with the rules and procedures adopted pursuant to A.R.S. § 49-282.06; and

WHEREAS, the Parties have entered into this Agreement to establish the Work to be conducted and a schedule under which the WVB Working Group will perform the Work.

NOW THEREFORE, in mutual consideration of the promises, conditions and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Authorization. Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms of this Agreement and execute and legally bind the Party.

2. Recitals and Exhibits. The Recitals and Exhibits are a material part of this Agreement and are incorporated herein.

3. Work to be Performed. ADEQ will review the Work Plan and respond to the WVB Working Group's request for approval of the Work Plan in accordance with A.A.C. R18-16-407 and 413 within forty-five (45) days of the effective date of this Agreement. Upon ADEQ approval of the Work Plan, the Work Plan will become part of and subject to the provisions of this Agreement, and the WVB Working Group shall commence implementation of the approved Work Plan in accordance with the schedule and provisions contained in the Work Plan.

4. Oversight Costs. Within thirty (30) days after the effective date of this Agreement, the WVB Working Group shall deposit \$10,000.00 into a separate WQARF account referred to as the "WVB FS Working Group Oversight Account" ("Account"). All payments must be made payable to the Arizona Department of Environmental Quality and forwarded to:

David Briant, Chief Financial Officer
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, Arizona 85007

ADEQ shall, pursuant to A.R.S. § 49-282.05, draw down on the Account quarterly to reimburse ADEQ for its reasonable and necessary costs (including costs consisting of salaries and benefits paid to State employees and other direct or indirect costs) incurred in reviewing and overseeing the Work. The funds in the Account must not be used for any purpose other than reviewing and overseeing the Work. At the time of each draw down, ADEQ shall provide to the WVB Working Group a cost accounting summary consisting of invoices and summaries of costs incurred and costs paid to its contractor(s) in that quarter and the balance of the Account. The WVB Working Group may dispute any charge against the Account in writing within thirty (30) calendar days of the date of the cost accounting summary. If the balance of the Account is \$2500.00 or less after a quarterly reporting period, ADEQ may notify the WVB Working Group. Within thirty (30) days after receipt of ADEQ's notice, the WVB Working Group shall deposit an amount sufficient to bring the balance of the Account to \$10,000.00. If any Account funds are used for an unauthorized purpose, ADEQ is solely responsible for replenishing the funds. Any Account funds remaining upon termination of this Agreement pursuant to

paragraph 5 must be refunded to the WVB Working Group within thirty (30) days of the termination.

5. Termination. This Agreement terminates upon ADEQ approval of the FS Report for the Site in accordance with A.A.C. R18-16-413, or upon mutual written agreement of the Parties. However, ADEQ may terminate this Agreement after 10 days notice if, in its sole determination, the WVB Working Group fails to reimburse the Account as set forth in paragraph 4.

6. Reservation of Rights. The WVB Working Group members' liability, if any, under the WQARF statutes or any other federal or state law or regulation is not resolved by this Agreement. This Agreement does not encompass issues regarding violations, releases, contamination, sources, operations, facilities or processes not expressly covered by the terms of this Agreement. Except as otherwise provided herein, this Agreement is without waiver or prejudice to the rights of the Parties under any federal or Arizona environmental statute or rule with regard to those issues. The WVB Working Group members, by entering into this Agreement, do not admit any liability under WQARF or any other law.

Nothing under this Agreement bars the Parties from using information generated by or relating to the Work conducted under this Agreement for any other purpose in any separate proceeding including, without limitation, supporting any position taken in any later allocation proceeding.

7. Submittals. All submittals to ADEQ under this Agreement must be sent to:

Arizona Department of Environmental Quality
Remedial Projects Unit
Attention: Kevin Snyder, Project Manager
1110 West Washington Street
Phoenix, Arizona 85007-2935
Telephone: (602) 771-4186
Facsimile: (602) 771-4138
Email: snyder.kevin@azdeq.gov

All submittals to the WVB Working Group under this Agreement must be sent to:

Mitchell J. Klein
Polsinelli Shughart PC
One East Washington
Suite 1200
Phoenix, AZ 85004
Phone: 602.650.2303
Fax: 602.391.2347
Email: mjklein@polsinelli.com

Joseph A. Drazek
Quarles & Brady LLP
Two N. Central
Phoenix, AZ 85004-2391
Phone: (602) 229-5335
Fax: (602) 420-5135
Email: Joe.Drazek@quarles.com

Gail Clement, R.G.
G.M. Clement & Associates, Inc.
301 Baron Drive
Sedona, AZ 86366
Phone: (928) 282-3630
Fax: (928) 268-3402
Email: gailclement@earthlink.net

Bruce C. Travers
Principal Hydrogeologist
Geosyntec
11811 N. Tatum Blvd.
Suite P-129
Phoenix, AZ 85028
Phone: (602) 513-5812
Direct: 602-513-5818
Email: btravers@geosyntec.com

All submittals to the Parties under this Agreement are deemed submitted when mailed postage prepaid and postmarked, when accepted for delivery by a commercial delivery service, or when hand delivered to the above address.

8. Severability. The provisions of this Agreement are severable. If any provision is declared by a court of law to be invalid or unenforceable, all other provisions of this Agreement remain in full force and effect.

9. Entire Agreement. This Agreement expresses the entire agreement of the Parties. No modification of this Agreement is valid or enforceable unless the modification is reduced to writing, signed by the Parties and attached hereto.

10. Day. Where used herein, "day" means a calendar day, unless otherwise specified herein.

11. Cancellation. This Agreement may be canceled pursuant to A.R.S. § 38-511.

12. Interpretation. This Agreement is interpreted and enforced according to the laws of the State of Arizona.

13. Effective Date. The effective date of this Agreement is the date this Agreement is signed by ADEQ following signature by the WVB Working Group.

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original Agreement, but all of which are considered one and the same instrument, and is a binding Agreement when at least one counterpart has been signed by each of the Parties and delivered to each of the other Parties.

Dated this 15 day of JANUARY, ~~2012~~ ²⁰¹³ Am

ARIZONA DEPARTMENT OF ENVIRONMENTAL
QUALITY, an agency of the State of Arizona.

By Laura Malone
Laura Malone, Director
Waste Programs Division

AIR LIQUIDE AMERICA SPECIALTY GASES, LLC

By: _____

Signature

Printed Name

Title

ARIZONA PUBLIC SERVICE COMPANY

By: _____

Signature

Edward J. Fox

Printed Name

Vice President

Title

CITY OF PHOENIX

By: _____

Signature

Printed Name

Title

APPROVED AS TO FORM:

City Attorney

AIR LIQUIDE AMERICA SPECIALTY GASES, LLC

By: _____
Signature

John Dugdale

Printed Name

Counsel to Air Liquide America
Title Specialty Gases, LLC

ARIZONA PUBLIC SERVICE COMPANY

By: _____
Signature

Printed Name

Title

CITY OF PHOENIX

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

City Attorney

AIR LIQUIDE AMERICA SPECIALTY GASES, LLC

By: _____
Signature

Printed Name

Title

ARIZONA PUBLIC SERVICE COMPANY

By: _____
Signature

Printed Name

Title

CITY OF PHOENIX

By: Philip A McNeely
Signature

Philip A McNeely
Printed Name

Manager, Office of Environmental Programs
Title

APPROVED AS TO FORM:

[Signature]
City Attorney

DOLPHIN, INC.

By: [Signature]
Signature

MITCHELL KLEIN
Printed Name

ATTORNEY
Title

FREESCALE SEMICONDUCTOR, INC.

By: _____
Signature

Printed Name

Title

HOLSUM BAKERY, INC.

By: _____
Signature

Printed Name

Title

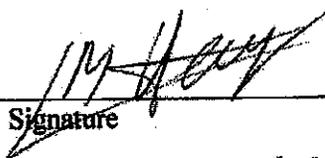
DOLPHIN, INC.

By: _____
Signature

Printed Name

Title

FREESCALE SEMICONDUCTOR, INC.

By:  _____
Signature

JEAN-MARC HENRY

Printed Name

DIRECTOR SITE SERVICES

Title

HOLSUM BAKERY, INC.

By: _____
Signature

Printed Name

Title

DOLPHIN, INC.

By: _____
Signature

Printed Name

Title

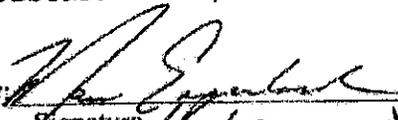
FREESCALE SEMICONDUCTOR, INC.

By: _____
Signature

Printed Name

Title

HOLSUM BAKERY, INC.

By:  _____
Signature (w/ Permission)

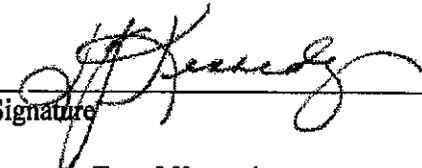
MARC EFFENBELER

Printed Name

Outside Counsel

Title

HONEYWELL INTERNATIONAL INC.

By: 
Signature
Troy J Kennedy
Printed Name
Remediation Director
Title

ITT CORPORATION

By: _____
Signature

Printed Name

Title

LAUNDRY & CLEANERS SUPPLY, INC.

By: _____
Signature

Printed Name

Title

MARICOPA LAND AND CATTLE COMPANY

By: *James W. Gieszl*
Signature

JAMES W. GIESZL
Printed Name

PRES.
Title

MILUM TEXTILE SERVICES CO.

By: _____
Signature

Printed Name

Title

PENN RACQUET SPORTS, INC.

By: _____
Signature

Printed Name

Title

MARICOPA LAND AND CATTLE COMPANY

By: _____
Signature

Printed Name

Title

MILUM TEXTILE SERVICES CO.

By: _____
Signature

Craig Milum

Printed Name

President

Title

PENN RACQUET SPORTS, INC.

By: _____
Signature

Printed Name

Title

MARICOPA LAND AND CATTLE COMPANY

By: _____
Signature

Printed Name

Title

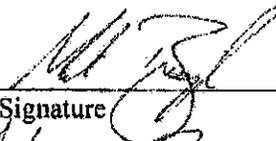
MILUM TEXTILE SERVICES CO.

By: _____
Signature

Printed Name

Title

PENN RACQUET SPORTS, INC.

By:  _____
Signature

MARTIN BOYLE

Printed Name

VP MANUFACTURING & DISTRIBUTION

Title

PRUDENTIAL OVERALL SUPPLY

By: John Thompson
Signature

John Thompson
Printed Name

VP Finance
Title

SCHUFF STEEL COMPANY

By: _____
Signature

Printed Name

Title

SALT RIVER PROJECT AG. IMPROVEMENT &
POWER DIST. (SRP)

By: _____
Signature

Printed Name

Title

PRUDENTIAL OVERALL SUPPLY

By: _____
Signature

Printed Name

Title

SCHUFF STEEL COMPANY

By: Scott _____
Signature

Schuff Steel Company _____
Printed Name

VP and General Counsel _____
Title

SALT RIVER PROJECT AG. IMPROVEMENT &
POWER DIST. (SRP)

By: _____
Signature

Printed Name

Title

PRUDENTIAL OVERALL SUPPLY

By: _____
Signature

Printed Name

Title

SCHUFF STEEL COMPANY

By: _____
Signature

Printed Name

Title

SALT RIVER PROJECT AG. IMPROVEMENT &
POWER DIST. (SRP)

By: _____
Signature

David J. Armstrong

Printed Name

Partner, Bureau Smith, Counsel

Title
For Salt River Project

UNIVAR USA INC. (UNIVAR)

By: Joseph A. Arazek
Signature

Joseph A. Arazek
Printed Name

Outside counsel for Univar USA, Inc.
Title

