

DEPARTMENT OF JUSTICE
NATURAL RESOURCE DAMAGE PROGRAM



AUSTIN KNUDSEN
ATTORNEY GENERAL

1720 9TH AVENUE

STATE OF MONTANA

(406) 444-0205 (OFFICE)
(406) 444-0236 (FAX)

PO BOX 201425
HELENA, MONTANA 59620-1425

August 31, 2022

Mr. Matt Dorrington
Federal Superfund, AML, and Construction Services
Montana Department of Environmental Quality

sent via email:

mdorrington@mt.gov

Re: State of Montana Natural Resource Damage Program Comments on DEQ Blacktail Creek Remedial Design Planning Documents Received on July 15, 2022

Dear Mr. Dorrington:

By this letter NRDP is providing comments on BTC pre- design materials received from Amy Steinmetz (WMR Division Administer) on July 15, 2022. NRDP's role and interest in this matter has previously been discussed with DEQ (see, e.g., Jan. 26, 2022, letter from Harley Harris to Jenny Chambers (Attachment 1)).

We continue to hope to work collaboratively with DEQ to achieve a protective and cost-effective outcome for the State and provide the following comments and/or questions for DEQ's consideration as the work continues.

BTC Quarterly Report No. 1:

This report says in the first paragraph: "With the 2020 BPSOU Consent Decree, the Montana Department of Environmental Quality (DEQ), on behalf of the State of Montana, is responsible for implementing the Blacktail Creek (BTC) Riparian Actions **and received a settlement of \$20.5 million to successfully complete this project**" (emphasis added).

This sentence and similar ones have appeared in a few public documents issued by DEQ, such as the BTC fact sheet, and creates a misimpression of the BPSOU Consent Decree, which included an agreed over-payment to the State for BTC Riparian Actions to allow for significant leftover funds to go to the Parrot Tailings Waste Removal Project. Specifically, the anticipated actual cost of BTC Riparian Actions is shown as \$5.0 million (in 2020 dollars) in the 2020 BPSOU Record of Decision Amendment in Section 6.2.5, Cost (Attachment 2), which reflects the understanding that went into the BPSOU CD. This arrangement and understanding was confirmed in several restoration plan amendments approved by the Governor as well as in public statements by the Governor's Office supporting and explaining the BPSOU Consent Decree.

As you know, the cost of the project is a matter of significant interest in Butte and it was stated by BNRC members and others at the March 2022 BNRC meeting that the project should not cost \$20.5M, based on public knowledge of that fact that the \$20.5M included a significant overpayment to go to fund Butte restoration actions. To aid public understanding and confidence in the stewardship of these joint State settlement funds, we would ask you to add, "with leftovers anticipated to repay restoration funds," in future quarterly reports, fact sheets, etc.

7th Bullet: This states, "a draft fact sheet was sent to the EPA team for edits." NRDP did not receive the fact sheet ahead of time, which is not consistent with DEQ's February 16, 2022, letter to NRDP (Attachment 3), which states: "DEQ will, of course, provide documents to NRDP that we provide to EPA under the SMOA."

We would reiterate our request that DEQ provide NRDP with these types of draft documents and an opportunity for review and input in the future before they are finalized so that potential issues can be identified early and not cause delay in the schedule or increase costs?

Task Order 04 with Spectrum Engineering and Environmental, LLC (Attachment 4):

NRDP provides the following comments:

(1) Delineation of what tailings, wastes, contaminated soils, and sediments should be removed:

Our reading of the Task Order indicates that Task 7 and some of Task 8 appear to be premised on the idea that delineation of the floodplain governs what tailings, wastes, contaminated soils, and sediments must be removed. Can you confirm our reading? If we read the Task Order correctly our question is whether delineation of the floodplain is necessary at this point? The parties agreed on the extent of the waste removal in the BPSOU Consent Decree, specifically in Figure BTC-1 (Attachment 5).

Specifically, in relation to delineating wastes, DEQ's Task Order 04 with Spectrum states "All connected areas below this elevation shall be considered the "100-year floodplain" to be used for waste delineation." (Task 7 page 3). It also states, "and the 100-year floodplain between George

Street and Lexington Ave Culverts.” (Task 8 page 3) “A major data gap to be addressed is identifying the vertical and horizontal extent of wastes in the project boundary.” (BTC Riparian Actions Fact Sheet)

Section 5 of Attachment C, the Further Remedial Elements Section 5 Blacktail Creek Remediation and Contaminated Groundwater Hydraulic Control uses Figure BTC-1 to define the horizontal limits for waste removal – not the “100-year floodplain” (BPSOU CD Attachment C to Appendix D). Specifically, the following quotes are from Section 5 of Attachment C of the BPSOU CD.

“1. *Remove All Tailings, Waste, and Contaminated Soils* – The State, through the Montana Department of Environmental Quality (DEQ), shall remove all tailings, wastes, contaminated soils, and sediments that exceed the Waste Identification Criteria in Table 1 of Appendix 1, in and along Blacktail Creek and Silver Bow Creek below the confluence with Blacktail Creek and their 100-year floodplains, **as delineated in Figure BTC-1.**” (Appendix C, page 24)

“5.1.1 Remove All Tailings, Wastes, Contaminated Sediments and Soils (DEQ Responsibilities)

All groundwater saturated and groundwater unsaturated tailings, waste, and contaminated soils shall be removed from the 100-year flood plain extending from the Lexington Avenue culverts to the George Street Culverts, **as depicted in Figure BTC-1.**” (Appendix C, page 25)

“The vertical and lateral extent of removals will be determined following a pre-design investigation to delineate tailings, wastes, and contaminated soils and sediments within the areas on Figure BTC-1.” (Appendix C, page 25).

(emphasis added with highlighting)

Figure BTC-1 (Attachment 5) delineates the BTC Riparian Actions for wastes to be removed that fail numeric criteria in Table 1 of Attachment C. The area delineated in figure BTC-1 may or may not include the 100-year floodplain, but it is the area agreed to by the CD parties for waste removal, similar to figure BRW-1. Depending on the flow data and other assumptions used during model development, the “100-year floodplain” could be substantially larger or smaller than the area depicted in BTC-1.

In our view, calculation of the 100-year floodplain is not necessary for identification of wastes to be removed. NRDP’s understanding is based not just on the language cited above (which we believe is clear), but on the entire Appendix D of the CD, and includes the following pieces of information for your understanding and background on the CD:

- a. The boundary in BTC-1 incorporates the floodplain and all wastes that exceed the criteria will be removed within that boundary on BTC-1. “[A]s delineated in Figure BTC-1” is intended to explain that the textual description matches the line in BTC-1.
- b. Section 5.0, #2, right below the language quoted from #1, “Removal of waste materials contributing to groundwater contamination within the BTC area is anticipated through remedial actions identified in item 1. However, some areas north of Blacktail Creek, **outside of the floodplain**, are known to contain tailings, waste, and/or contaminated soils. Initially, approximately 100 gallons per minute (gpm) of contaminated groundwater will be collected to control discharge to surface water.” (emphasis added).
- c. There is similar language in Section 1.2. Why would the CD say there are areas of contamination outside of the floodplain if the CD parties planned to figure out the floodplain and adjust the contamination removal area accordingly?
- d. Also, there is a lot of discussion as to how the new floodplain would be designed and reconstructed, but nothing on how to delineate the existing floodplain. It would seem there would be requirements on this if the CD parties had agreed that a future floodplain delineation would control the waste removal.
- e. The ROD amendment also has a public comment about the Silver Bow Creek floodplain not matching the BPSOU boundary in one place and the agency response stated, “The BPSOU boundary was originally drawn to encompass historical mining operations that impacted soils, groundwater, and surface water on the Butte Hill and in the Timber Butte area based on data EPA collected in the mid-1980s. **It was not drawn to encompass the complete floodplain of Silver Bow Creek.** The floodplain referenced in the presentation, to which the commenter refers, did not coincide with the BPSOU boundary.”

We hope the above explanation is helpful for understanding why we believe the delineation of the floodplain does not control where waste removal occurs at BTC (rather BTC-1 lays out the conceptual location, to be finalized in design). Accordingly, delineating the floodplain at this juncture does not appear to be a necessary or prudent use of the settlement funds.

Instead, floodplain delineation is necessary for the design of the reconstructed floodplain—which would be based on the current parameters at that time - and thus, if necessary, would most cost-effectively be performed with the “design team” as they will develop a floodplain model which works for their design and the expectations of project closeout.

We understand that DEQ is the lead agency but offer this comment from the standpoint of NRDP’s interest in the work being performed cost-effectively. If you disagree with the analysis of the CD we laid out above, we would welcome a further discussion.

(2) Estimating total water volume to be dewatered:

The TO Task 9 “Estimate Volume of Water Associated with De-watering Activities Related to Waste Removal” states “Contractor will conduct sampling pursuant to the QAPP and PDIWP with the objective of quantifying the total volume of water associated with construction dewatering as well as the quality of water.”

Determining water quality is a necessary task, but it seems to us that that defining the “the total volume of water associated with construction dewatering” cannot be determined in advance as it is dependent on the future construction contractor’s methods, means and schedule, varying hydrologic conditions, and other independent variables. As noted in Paragraph 35 of the BPSOU CD, BP-AR will determine the maximum flow rate of construction dewatering water from the BTC Riparian Actions that it can take at the Butte Treatment Lagoons, and the construction contractor will then need to consider this limitation in determining how to perform the project.

To the extent that aquifer data is needed now, BP-AR’s current plan for an aquifer test at BTC is a good opportunity to further quantify aquifer conductivities and transmissivities, and it would be extremely cost-effective as they are performing the test for the BP-AR BTC responsibilities. We would ask DEQ to consider whether coordination with BP-AR is a more cost-effective way to collect its project necessary data.

(3) Clarifying Process for Contracting for Engineering of the BTC Riparian Action:

At the March 2022 BNRC meeting, DEQ received comments expressing concern about the process for hiring its current engineering contractor. DEQ told the BNRC and public that it planned to go out for bid (i.e., do a second procurement) for the engineer that will do the actual project design and implementation. Having the potential for two separate DEQ contractors to investigate and design a remediation for the same issues in the same location is not typical. The questions about the engineer for BTC Riparian Actions continues to come up in Butte, and we would like to understand DEQ’s plans. Could you clarify for us and the public whether DEQ intends to hire a different contractor to conduct design and construction oversight?

(4) 2022 BTC budget:

In its presentation to the BNRC on March 31, 2022, DEQ stated that the budget for 2022 was approximately \$358,000. The attached budget estimate submitted to EPA states the budget estimate for 2022 is approximately \$543,000. If DEQ’s presentation to the BNRC was not comprehensive, we would suggest DEQ consider clarifying the complete budget with the BNRC, including staff time.

(5) Additional items:

Providing BTC Riparian Actions documents to NRDP to try to resolve internal state comments before circulating them to external parties would be consistent with the agreement between DEQ and NRDP management.

- a. NRDP has not received any of Spectrum's required monthly status report submittals, as required in the Task Order. Can NRDP receive copies of this information and be added to the cc list for future submittals?
- b. Jim Ford and Katherine Hausrath were cc'ed on the March 1, 2022, submittal to EPA, but not on the subsequent submittals. Can you ensure that NRDP receives all appropriate documents by cc'ing Pat Cunneen and Jim Ford on all future correspondence and submittals required under the SMOA and Appendix H of the CD?
- c. The Remedial Design Work Plan was due to DEQ 90 days after the Task Order was executed, which was March 28, so it was due on June 28, 2022. DEQ's August 19, 2022, email (Attachment 6) said that DEQ does not have any documents entitled "work plan" and does not plan on providing these. We don't see how there is sufficient information to meet the requirements of Appendix H at this time, so could you please confirm whether DEQ has amended this Task Order requirement to change the date of this Remedial Design Work Plan submittal? If you have gotten this draft work plan, could we please get a copy of the draft before it is submitted to parties outside of the State.
- d. Per the Task Order, the QAPP was due in 120 days, so it was due from Spectrum on July 28. NRDP did not receive either of these draft documents. May NRDP get copies of these documents before they are submitted to EPA or other non-State parties?
- e. The Pre-Design Investigation Work Plan is due to DEQ September 28, 2022 (see Task 6 deliverable). Please note that DEQ's August 19, 2022, email said that you do not plan on providing any documents entitled "work plan," but the PDI Work Plan is a required submittal under both the Task Order and Appendix H. Please provide us with a copy of the draft PDI Work Plan when you receive it.

Please let me know if you have any further questions or concerns or would like to meet to discuss these comments and questions in further detail.

Sincerely,

Padraig Cunneen

Pat Cunneen
Natural Resource Damage Program

cc: *sent via email:*

nrdprecords@mt.gov

Harley Harris, NRDP

Katherine Hausrath; NRDP counsel

Jim Ford; NRDP

Jon Morgan; DEQ counsel

Carolina Balliew; DEQ

Daryl Reed; DEQ

Wil George, DEQ

Attachment 1

DEPARTMENT OF JUSTICE NATURAL RESOURCE DAMAGE PROGRAM



AUSTIN KNUDSEN
ATTORNEY GENERAL

1720 9TH AVENUE

STATE OF MONTANA

(406) 444-0205 (OFFICE)
(406) 444-0236 (FAX)

PO BOX 201425
HELENA, MONTANA 59620-1425

January 26, 2022

Jenny Chambers
WMR Division Administrator
Montana Department of Environmental Quality
Sent via email:
jchambers@mt.gov

Re: Butte Priority Soils Operable Unit Consent Decree, Request for DEQ-NRDP MOU and Coordination and Documentation of the History of the \$20.5 Million Received by the State in the BPSOU Consent Decree

Dear Jenny,

Thank you for your memorandum dated January 20, 2022, in which you outline provisions in the *Site Specific Memorandum Of Agreement Between The State Of Montana, Through The Department Of Environmental Quality, The State Of Montana, Through The Montana Department Of Justice Natural Resource Damage Program And United States Environmental Protection Agency For The Butte Priority Soils Operable Unit Response Actions And General Coordination With The Butte Area One Restoration Plan (SMOA)*. We agree with your analysis that that the SMOA requires DEQ to provide various documents to EPA and NRDP at the same time, and for EPA to provide DEQ and NRDP with documents at the same time as well. We are separately working with EPA to make sure it adheres to its commitments in the SMOA and the National Contingency Plan as well.

However, our request in the draft Memorandum of Understanding we provided to DEQ for comment on November 29, 2021, went further than the SMOA. It was intended to foster a more collaborative and supportive working relationship between two sister State agencies and to leverage available State resources and expertise, so that the State's overall interests in a good Blacktail Creek (BTC) Riparian Action and leftover funds can better be achieved. We continue to believe that a MOU is the best document to ensure DEQ and NRDP expectations are clear over the short-term, now and while the work is performed, and the over the long-term, several years down the road when NRDP will receive the left-over funds for restoration actions. Given the time frames involved, there will likely be entirely different staff when the project is being conducted and we don't want there to be future disagreements because there is confusion about the history and intent of the CD and related documents, and the other issues outlined in this letter.

We would be happy to delete the dispute resolution provision from the draft MOU we previously provided to address the primary concern in your memo. Dispute resolution was not central to the MOU and its inclusion was more a matter of boilerplate than any intent to create a potentially

inconsistent obligation on DEQ. However, if DEQ still does not want to enter into an MOU even with that change, we would like to make sure that DEQ's concerns are not around the substance of our requests. Accordingly, we request feedback if DEQ disagrees with any of the following requests:

1. Sharing Documents with NRDP

- a) We request that DEQ provide NRDP with drafts of the annual budgets, work plans, and design documents **prior to providing these documents to EPA (per the draft MOU)**. We also request the drafts with a reasonable opportunity to consult and comment on these documents (at least 15 days), but do not request an approval role (as was incorrectly asserted in your memo).
- b) We request that DEQ provide NRDP with a copy of the quarterly progress reports required under Paragraph 15 of the SMOA at the same time as EPA.

2. Documenting the Purpose of the Over-funding of the BTC Riparian Actions to Fund the Parrot Project with the Left-Over Funds

In addition, the draft MOU was intended to document the history of the \$20.5 million payment that BP-Atlantic Richfield Co. (BP-AR) made under the 2020 Butte Priority Soils Operable Unit. The Blacktail Creek remedial elements that DEQ, on behalf of the State, will complete (the "BTC Riparian Actions"), as described in Appendix H and the Blacktail Creek Remediation and Contaminated Groundwater Hydraulic Control Further Remedial Elements description, SOW Attachment C, Section 5 (except the groundwater remedy elements which Settling Defendants will complete) of the 2020 Butte Priority Soils Operable Unit Consent Decree (Consent Decree) are not anticipated to cost anywhere near \$20.5 million. In fact, as you were aware at the time, NRDP originally collected the data to support the need for the BTC Riparian Actions. Based on this data and analysis conducted for CD negotiations in 2017, NRDP's outside engineering consultant, Tetra Tech, calculated the cost (with a contingency) at less than \$5.0 million. NRDP recognizes that these costs are not static. We make this point to underscore that the \$20.5 million payment was viewed by the State team as an overpayment by BP-AR that was intended to ensure that as much as possible of the Parrot Tailings Waste Removal Project funds are repaid.

Although the recitals that we included in the draft MOU are generally pulled from other publicly available documents, we found it helpful to compile them all into one document, and restate them here:

- a) The Consent Decree requires Atlantic Richfield, Co. to pay the State of Montana \$20.5 million. Paragraph 21 requires the State to "use the principal amount and any interest or Earnings on the BPSOU Account solely for implementation of the BTC Riparian Actions; and, if and to the extent funds are not required for the BTC Riparian Actions, such funds can be used for (i) other State Restoration actions coordinated with the Remedy and (ii) end land use actions identified in the SOW (Attachment C, Addendum 1 (Further Remedial Elements Scope of Work – End Land Use Additions))."
- b) In order to implement item ii in Paragraph 21 of the Consent Decree, the Governor and Butte-Silver Bow entered into Memorandum of Understanding 2020-260, dated October 8, 2020 (BSB MOU), in which the State committed to maintain \$1.0 million and

associated interest available for payment to Butte-Silver Bow, as provided in the BSB MOU.

- c) Beginning in 2006, NRDP started collecting data at Diggings East, Northside Tailings, Blacktail Creek, and the Butte Reductions Works Smelter Site to document the contamination, impacts on Blacktail/Silver Bow Creeks, and demonstrate the need for these areas to be addressed under remedy. This was required because EPA had not mandated BP-AR to investigate these areas and pathways. NRDP spent approximately \$1.0 million of Butte Area One restoration funds on this data collection efforts and investigations. NRDP has made all of this data available to BP-AR, EPA, and DEQ.
- d) NRDP's engineer estimated approximately 105,000 loose cubic yards (LCY) of wastes in the approximately 15-acre BTC area, although more data needs to be collected to refine the waste quantity more accurately (Tetra Tech, 2016¹),
- e) Since at least 2006, the State of Montana has stated that the Parrot Tailings should be removed under the Butte Priority Soils Operable Unit (BPSOU) remedy. Partial Concurrence letter on BPSOU ROD from Richard Opper, Montana Department of Environmental Quality Director, to EPA (September 22, 2006); Response to Public Comments on Final Restoration Plan Amendments for Funding the Parrot Tailings Waste Removal Project (September 17, 2019) (Response to Comments). However, EPA disagreed with this position. From the Response to Comments, "[i]n determining to proceed with the Parrot Project, the Governor concluded [continuing to request that EPA require BP-AR to remove the Parrot Tailings] was an obstacle to getting the cleanup done in Butte, and that it was unlikely the State's efforts to persuade EPA to change its position on this question would be successful. The Governor concluded the State's action to remove the Parrot Tailings would avoid this impasse and facilitate the BPSOU negotiations moving forward more quickly." *Response to Comment # 17*.
- f) Many members of the public stated that BP-AR should pay for the Parrot Project, rather than funding the Parrot Project using restoration funds. *See* Response to Comments, Comment Group 17. As part of the Governor's decision to fund Phase 2 of the Parrot Project using an additional \$5.3 million from Butte Area One; \$5.2 million from the Upper Clark Fork River Basin Groundwater fund; and \$8.0 million from the Upper Clark Fork River Basin fund, the Governor laid out his expectation that "the CD should include a meaningful financial contribution from BP-AR that can be used for the Parrot Tailings." *Id.*
- g) The \$20.5 million payment from BP-AR is materially more than the then-estimated cost of the BTC Riparian Actions, and that the \$20.5 million settlement amount was intended to provide significant leftover funds to repay the restoration funds that have paid for the Parrot Tailings Waste Removal Project, as noted in the Trustee's Modifications to Plan Amendments Based on Public Comment and Approval of Plan Amendments as Modified (September 19, 2019). At the time the CD was announced, the Governor's representative Patrick Holmes publicly affirmed this arrangement and intent.

3. Avoiding Increases to the Cost of the BTC Riparian Action

Further, the draft MOU intended to address how to avoid unnecessarily increasing the costs of the BTC Riparian Actions. NRDP is concerned that BP-AR appears to be proposing a schedule and/or sequencing of projects that could increase these costs and EPA has not disapproved it. We continue to request that DEQ not agree to such a schedule. We request that before DEQ agrees to scheduling that could impact the cost of the BTC Riparian Actions, DEQ consult with NRDP and endeavor to reach an agreement on a unified State position on the proposed schedule.

In a letter to EPA dated December 8, 2021, which DEQ agreed with when reviewing the draft letter, NRDP outlined the scheduling issues it anticipates could increase the costs to the BTC Riparian Actions, such as performing the BTC Riparian Actions before the upstream remedial actions (which could re-contaminate the BTC Riparian Action project area); performing the BTC Riparian Actions after the Butte Reduction Works (BRW), which could re-contaminate the BRW area; and performing the BTC Riparian Actions in a time/manner where DEQ has to treat the contaminated dewatering water, rather than BP-AR.

4. Transfer of Funds

Finally, the draft MOU clarified when DEQ would transfer the funds to NRDP. We request that upon completion of the BTC Riparian Actions, as provided in the Consent Decree, DEQ transfer all remaining funds to NRDP within 90 days so that NRDP is able to repay the restoration funds, as provided in the Trustee's Modifications to Plan Amendments Based on Public Comment and Approval of Plan Amendments as Modified (September 19, 2019). NRDP will set aside funding consistent with the BSB MOU, including any amendments thereto.

We do not wish to continue to expend time and energy on the matters discussed above and rather would like to put some of these issues to rest and focus our energies and efforts on assuring the best outcome for the State and the people of Butte. We are hopeful that NRDP agreeing to use this letter to memorialize the facts and our view of how we should work together instead of the draft MOU will help with this goal.

We trust that the factual statements and expectations we outline above are accurate and consistent with our joint responsibilities. We further trust that if you have any concerns with any of the above you will let us know.

Sincerely,



Harley Harris
NRDP

cc: Katherine Hausrath; NRDP counsel
Jon Morgan; DEQ counsel

¹ Conceptual Remediation Plan Cost Estimate – Blacktail Creek Berm Area, Tetra Tech, October 20, 2016

Attachment 2

6.2.5 Cost

Expanded mine waste removal area and waste volumes for the amendment's selected remedy are substantially larger than those envisioned in the 2006/2011 BPSOU Record of Decision. As such, removal costs are expected to be greater for these elements. The 2006/2011 BPSOU Record of Decision did not identify installation of specific storm water basins, but the proposed basins and other stormwater features described in the 2020 Record of Decision amendment are similar to the sediment basins and other stormwater controls found in the original Record of Decision. Costs associated with the stormwater treatment plant contingency and the infiltration barrier contingency, which are removed through this record of decision amendment, reduce the cost of overall remedy by approximately \$48 million (2006 BPSOU Record of Decision Tables 12-3, 12-5, and 12-8). However, those reduced costs are offset by increased costs of approximately \$44 million for the larger waste removals necessary for constructing the stormwater basins (\$13 million), for removing waste upstream in Blacktail Creek (\$5 million), for removing waste in the Butte Reduction Works area (\$15 million), for storm water controls in the Grove Gulch area (\$1 million), for expansion of the Butte Residential Metals Abatement Program (\$3 million), and for additional hydraulic controls for Blacktail Creek and Butte Reduction Works areas (\$7 million). The net cost change from the original 2006 BPSOU Record of Decision is estimated to be an overall reduction of approximately \$4 million from the \$157 million remedy cost estimated in the 2006 BPSOU Record of Decision which falls within the acceptable -30% to +50% cost range.

Attachment 3



February 16, 2022

Harley Harris
NRD Program Manager
Department of Justice
Set via email:
HarleyHarris@mt.gov

RE: Butte Priority Soils Operable Unit Consent Decree, DEQ-NRDP coordination

Dear Harley,

Thank you for providing your January 26th letter. DEQ shares your commitment to a collaborative and supportive working relationship between State agencies on the important work that has and will occur within the Butte Priority Soils Operable Unit. DEQ continues to believe that a Memorandum of Understanding is not necessary and not required to formalize a working relationship that is inherent in the missions of both DEQ and NRDP. As previously stated, other parties to the CD may be concerned with a separate agreement that could impact funding, relationships, and previous good faith agreements the State has made to these parties to finalize the CD. However, we do want to take this opportunity to assure NRDP that we will continue to operate in a transparent and cooperative manner to assure the best outcome for the State and the people of Butte.

- 1. Sharing documents with NRDP**—NRDP has requested copies of annual budgets, work plans, and design documents prior to DEQ providing these documents to EPA, as well as provide NRDP the opportunity to consult/comment on the documents. DEQ will, of course, provide documents to NRDP that we provide to EPA under the SMOA. In addition, DEQ will collaborate and provide documents for review and input certainly endeavor to meet this request, with the understanding that DEQ will also need to adhere to schedules set by EPA. In some cases, based on timeframe and effective/efficient use of resources, documents may be shared in parallel with other agencies, EPA, and other stakeholder and public efforts.
- 2. Documenting the Purpose of the Over-funding of the BTC Riparian Actions to Fund the Parrot Project with the Left-Over Funds**—DEQ's view is that the CD captures the intent and use of remaining funds once the BTC Riparian Actions are complete. While DEQ does not disagree with the basic tenants of the Parrot Project vis-à-vis the overall CD settlement, DEQ doesn't agree that a recitation of the State's settlement strategy is necessary (or wise) to ensure a collaborative working relationship between agencies, nor is it necessary to ensure the DEQ will use its best efforts to efficiently use those funds. DEQ understands that NRDP has its own engineer estimates of the wastes to be removed for the BTC Riparian Action.

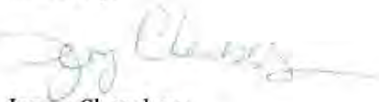
Those estimates do not, however, consider the additional data gathering that will be done as part of DEQ's design efforts for the BTC Riparian Actions. DEQ's obligation is to implement a protective remedy under the terms of the amended ROD and the CD. Including NRDP's preliminary estimates only serves to signal to the public and the other CD parties that such estimates are numbers that DEQ must meet. As such, memorializing such efforts in an MOU or otherwise is of little value.

3. **Avoiding Increases to the Cost of the BTC Riparian Actions**—As noted above, DEQ shares NRDP's goal of a protective remedy with an efficient use of settlement funds. DEQ has the expertise and experience to fulfill our role of implementing BTC Riparian Actions. DEQ's work at Upper Blackfoot Mining Complex, Streamside Tailings and Montana Pole all demonstrate that DEQ can perform remedy work and at the same time make efficient use of limited settlement funds. DEQ will continue to engage with EPA on issues of schedule and sequencing to protect State interests within the operable unit.
4. **Transfer of Funds**—DEQ is committed to the transfer of funds to NRDP once its obligations under the CD have been met. DEQ would like to continue to discuss the timing and method for transfer of funds once BTC Riparian Actions are complete, and approved by EPA, to ensure that any remedial action contractor invoicing at the end of the remedy project can be addressed by DEQ without delay.

DEQ shares NRDP's desire to move past NRDP's concerns of agency collaboration and efficient use of settlement funds. The time that DEQ spends on reaffirming our commitment to a collaborative approach takes away from the remedy work that DEQ is required to complete. Again, DEQ commits to coordinate with NRDP and implement a protective remedy without unnecessarily increasing costs. In return, we ask NRDP to trust that coordination and collaboration will occur throughout this work.

As always, we value our relationship with NRDP and the work that both agencies do to remedy and restore the environment and our communities. Moving past the concerns of how and whether DEQ will collaborate with a sister agency will help signal to the public and the CD parties that the State is ready perform the work and support each other. We look forward to working with NRDP on this important mission.

Sincerely,



Jenny Chambers
WMR Division Administrator
jchambers@mt.gov

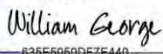
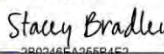



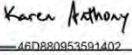

cc: (electronically submitted)
Katherine Hausrath; NRDP counsel
Jon Morgan; DEQ counsel
Matt Dorrington; DEQ FSC Bureau Chief

Attachment 4

DocuSign Envelope ID: 9B31B922-E7BD-422E-BA08-EA50879ADD37

DEQ CONTRACT COVERSHEET		Date:	03/01/2022
Contract No.: 421042	Task Order No.: 4	Modification No.:	
Federal Grant / Catalog No.: / (Required if federally funded)			
Requestor: Wil George (Contract/Project Manager) 406-444-6420 (Phone No)		Program: 40	
Return Documents To: Designated Contact Person for Program		Bureau: FSCB	
Program: Sydney Elvbakken (Designated Contact) 406-444-6462 (Phone No)		Division: WMRD	
Contract Purpose:	The purpose of this Task Order is to develop a Remedial Design Work Plan (RDWP), Quality Assurance Project Plan (QAPP), Predesign Investigation Work Plan (PDIWP), an Area Safety and Health Plan, an Emergency Response Plan, a Pre-Design Investigation Evaluation Report, evaluate geotechnical conditions, and carry out sampling set forth in the PDIWP.		
Procurement Justification:	The technical expertise and support acquired through this Task Order will assist in the development of a pre-design investigation report for the BTC Riparian Actions.		
OVER \$200,000 - complete the following:			
Requires OBPP Approval <input type="checkbox"/>	Approvals Received:	Director Approval <input type="checkbox"/>	Per Signature (Req. Form) <input type="checkbox"/>
		OBPP Approval <input type="checkbox"/>	Per Email <input type="checkbox"/>
	Attach both Requisition Form and OBPP Approval Email		
Previously Approved by OBPP <input type="checkbox"/>	<input type="checkbox"/> Original Requisition Form & OBPP Approval Email attached		
Attach copy of original Requisition Form and OBPP Approval Email			
Contractor Information: (X the box for type of contractor.)			
<input type="checkbox"/> Owner	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corp
<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Education Entity	<input type="checkbox"/> Gov't Entity	
Company: Spectrum			
Address: 1413 4th Avenue North			
City/State/Zip: Billings, Mt 59101		**Tax Id No.: 47-2572701	
Signatory: Andrew Herrera		Title: Vice President	
Recipient Name/Email: dherrera@spectrum-eng.com			
Start Date: 03/01/2022	End Date: 09/30/2023	Account Code: 62102	
Organizational Units*	Fiscal Year: 2022	Fiscal Year: 2023	Fiscal Year:
ORG: 476333/08059	Amount: \$204,915.65	Amount: \$153,686.74	Amount: \$
ORG:	Amount: \$	Amount: \$	Amount: \$
ORG:	Amount: \$	Amount: \$	Amount: \$
*Please use form: H:\FORMS\CSD\ContractForms\coversheet-more-ORGS.doc if more ORGs are required			
TYPE OF MODIFICATION: <input type="checkbox"/> Date Change		Contract Total (with mods): \$358,602.39	
Funding:		Change to Funding: \$	
<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Other (Language Terms & Conditions)	

PROGRAM/LEGAL/DIVISION APPROVALS

Project Manager/Officer	Date	Fiscal Officer / Contracts Reviewer	Date
DocuSigned by:  635E669DF7E440...	03/28/2022	DocuSigned by:  280246EA26684E2...	03/28/2022
Section Supervisor	Date	Division Administrator	Date
DocuSigned by:  9F28AC86240E43E...	03/28/2022	DocuSigned by:  401E4671CA0B4E0...	03/28/2022
Bureau Chief / Authorizing Agent	Date	Financial Analyst	Date
DocuSigned by:  401E4671CA0B4E0...	03/28/2022	DocuSigned by:  46D880953591402...	03/28/2022
DEQ Legal Counsel	Date	DEQ Contracts Officer (Transmittal Copy)	Date
DocuSigned by:  82BAC007FD2F4F7...	03/28/2022	Via DocuSign- DEQProcurement@mt.gov	

FSB/Contractor Transmittal Dates Available in MTPi under "Date Tracking Tab"

TASK ORDER NO. 04

Blacktail Creek Riparian Action Remedial Design Work Plan and Pre-Investigation

This Task Order No. 04 (Task Order) is entered into between the Montana Department of Environmental Quality (DEQ) and Spectrum Engineering and Environmental, LLC (Contractor) pursuant to DEQ Contract No. 421042 (Agreement). The purpose of this Task Order is to develop a Remedial Design Work Plan (RDWP), Quality Assurance Project Plan (QAPP), Pre-design Investigation Work Plan (PDIWP), an Area Safety and Health Plan, an Emergency Response Plan, a Pre-Design Investigation Evaluation Report, evaluate geotechnical conditions, and carry out sampling set forth in the PDIWP.

BACKGROUND

With the signing of the amended record of decision for Butte Priority Soils Operable Unit, and the finalization of the enacting Consent Decree (CD), DEQ will be taking on the responsibility of executing the Blacktail Creek Riparian Actions (BTC Riparian Actions).

The major objectives of the remedial activities for the Blacktail Creek area, as outlined by the Consent Decree, are to:

1. Remove tailings, wastes, contaminated soils and sediments from Blacktail Creek and Silver Bow Creek below the confluence with Blacktail Creek, including the Blacktail Creek wetlands;
2. Control of discharge of contaminated groundwater to surface water in the project area (a responsibility of the settling defendants); and
3. Reconstruct Blacktail Creek and Silver Bow Creek Below the Confluence with Blacktail Creek.

The technical expertise and support acquired through this Task Order will assist in the development of a pre-design investigation report for the BTC Riparian Actions. Identified documents to accompany this report are the associated RDWP, QAPP, Area Health and Safety Plan, Area Emergency Response Plan, PDWP, and a Pre-design Investigation Evaluation Report. Depending on results, more data may need to be obtained after the Pre-design Evaluation Report. Identified data gaps are to delineate the vertical and lateral extent of tailings, waste, and contaminated soils associated within the project boundaries; and the estimated quantity and quality of water that will be associated with construction de-watering.

TASK DESCRIPTION

Contractor will perform the following tasks:

Task 1: Kickoff Meeting with DEQ

Contractor shall meet with representatives of DEQ via teleconference (or in person based on current travel restrictions) to review the assigned tasks, confirm key personnel for the BTC Riparian Actions project, discuss scheduling of activities, and any other information pertinent to the performance of this Task Order.

Task 2: Review BPSOU Consent Decree Documents

Contractor will perform a comprehensive technical review of BPSOU Consent Decree as related to the BTC Riparian Actions to include Appendix D, Attachment C, Appendix H, SMOA, and Surface Water Management Plan. The Contractor will perform a comprehensive review of the existing data/studies as provided by DEQ.

Task 3: As Requested, General Technical Support

As directed by DEQ, Contractor general technical support activities may include, but are not limited to, the following:

- Contractor will call or meet with DEQ on a bi-weekly basis (or more frequent basis, if necessary). Meeting minutes will be recorded as needed and will be used to better complete ongoing tasks, and communicate the information needed by both DEQ and Contractor.
- BPSOU CD Remedial Elements meeting attendance and participation;
- Participate in public outreach meetings;
- Review and provide comments on documents provided by EPA or the SDs
- Review and reconciliation of EPA and SDs comments on DEQ documents;
- Development and/or coordination of access agreements; and
- Other technical assistance.

Task 4: Develop a RDWP

As requested by DEQ, Contractor shall assist DEQ in development of a RDWP as outlined in Section 3.1 of Appendix H of the BPSOU Consent Decree. Multiple versions of this document may be created throughout the pre-design study period. The RDWP must include:

- Plans for implementing all Remedial Design (RD) activities identified in this Task Order, or required by EPA;
- A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;
- A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) necessary to implement the BTC Riparian Action project;
- A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
- Description of any proposed pre-design investigation;
- Description of any proposed treatability study (if required); and
- Appropriate reference to the following supporting deliverables described in 6.7 of Appendix H (Supporting Deliverables): Health and Safety Plan; Emergency Response Plan; Quality Assurance Project Plans; and Interim Operation, Monitoring and Maintenance Plans.

Task 5: Develop a QAPP

As requested by DEQ, Contractor will provide a QAPP related to the pre-design investigation sampling objectives. Contractor will prepare the document according to the appropriate EPA guidance documents. Prior to submitting the QAPP to DEQ the contractor shall submit an Area

DocuSign Envelope ID: 9B31B922-E7BD-422E-BA08-EA50879ADD37

DEQ Contract 421042-TO 04

Health and Safety Plan, and an Area Emergency Response Plan, under the appropriate EPA guidelines outlined in Appendix H of the BPSOU Consent Decree. DEQ will review the QAPP and provide any applicable comments to incorporate. Contractor will finalize the QAPP and submit to DEQ.

Task 6: Develop a PDIWP

As requested by DEQ, Contractor shall generate a PDIWP as outlined in Section 3.4 of Appendix H of the BPSOU Consent Decree. Contractor will outline the general plan for design gap sampling. DEQ will review the PDIWP and provide any applicable comments to incorporate. Contractor will finalize the PDIWP and submit to DEQ. The following presents general requirements for pre-design investigations.

The PDIWP must include:

- Pre-design investigation sampling objectives;
- An evaluation and summary of existing data and description of data gaps;
- A sampling plan including media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples; and
- Cross references to quality assurance/quality control (QA/QC) requirements set forth in the approved QAPP; and
- Specifically Tasks 7, 8, 9, 10, and 11 as outlined below.

Task 7: Calculate 100-Year Flow/100-Year Base Flood Elevation

Contractor shall calculate the 100-year flow rate through the remedial reach of Blacktail Creek and Silver Bow Creek below the confluence with Blacktail Creek with the appropriate Bulletin 17B statistical analysis of data available from the USGS stream gage site 12323240. Contractor shall determine the 100-year flood elevation based on the previous mentioned 100-year flow rate using appropriate hydraulic modeling methods. All connected areas below this elevation shall be considered in the "100-year floodplain" to be used for waste delineation. Additional survey information may be required to complete this modelling. The Contractor will develop a report. DEQ will review the report and provide any applicable comments to incorporate. Contractor will finalize the report and submit to DEQ.

Task 8: Estimate Volume of Tailings, Wastes, Contaminated Soils, and Sediments

Contractor will conduct sampling pursuant to the QAPP and PDIWP with the objective of quantifying the vertical and lateral extent of tailings, wastes, contaminated soils, and sediments defined by the Waste Identification Criteria Table in Table 1 of Appendix 1 in the BPSOU Consent Decree. Evaluation of the requirements, dewaterability, and geotechnical properties of the material is also required. Targeted areas are the east side of Lexington Ave to 250-ft north just past Grove Gulch as depicted on Figure BTC-1 including contaminated bank materials, if any; the 100-year floodplain below the confluence of Blacktail Creek and Silver Bow Creek north of George Street and East of Montana Street as shown in Figure BTC-1; and the 100-year floodplain between George Street and Lexington Ave Culverts. The Contractor shall obtain access for any third-party properties needed for sampling. All previous studies will be incorporated into the sampling plan and this study will be used to augment any existing data. The

Last Revised 4/16/2021

3 | Page

Contractor will develop a report. DEQ will review the report and provide any applicable comments to incorporate. Contractor will finalize the report and submit to DEQ.

Task 9: Estimate Volume of Water Associated with De-Watering Activities Related to Waste Removal

Contractor will conduct sampling pursuant to the QAPP and PDIWP with the objective of quantifying the total volume of water associated with construction dewatering as well as the quality of water. The Contractor shall obtain access for any third-party properties needed for sampling. All previous studies will be incorporated into the sampling plan and this study will be used to augment any existing data. The Contractor will develop a report. DEQ will review the report and provide any applicable comments to incorporate. Contractor will finalize the report and submit to DEQ.

Task 10: Evaluate Geotechnical Conditions

Contractor will generate a report related to geotechnical investigations adequately characterizing subsurface conditions in areas near bridges and culverts, and/or other structural features. The report will include recommendations for any additional sampling or preventive measures that need to occur before remediation begins. The Contractor shall obtain access for any third-party properties needed for sampling. All previous studies will be incorporated into the sampling plan and this study will be used to augment any existing data. The Contractor will develop a report. DEQ will review the report and provide any applicable comments to incorporate. Contractor will finalize the report and submit to DEQ.

Task 11: Design a Pre-Design Investigation (PDI) Evaluation Report

To include final reports from Tasks 7, 8, 9, 10, and 11, the Contractor will develop a Pre-Design Investigation Evaluation Report, as outlined in Section 3.4 of Appendix H of the BPSOU Consent Decree. DEQ will review the report and provide any applicable comments to incorporate. Contractor will finalize the report and submit to DEQ. This report must include:

- Summary of the investigations performed;
- Summary of investigation results;
- Summary of validated data (i.e., tables and graphics);
- Data validation reports and laboratory data reports;
- Narrative interpretation of data and results;
- Results of statistical and modeling analyses;
- Photographs documenting the actions conducted; and
- Conclusions and recommendations for RD, including design parameters and criteria, and including an acceptable repository provided by the SDs as a disposal location.
- EPA may require DEQ to supplement the PDI Evaluation Report and/or to perform additional pre-design studies.

Contractor will complete the following tasks and/or provide deliverables to DEQ according to the following schedule below. The Contractor may make written requests for alternative deliverable dates and DEQ must approve or deny any such requests in writing. Verbal communications between DEQ and Contractor that affect the scope, schedule, or budget for services must be confirmed in writing and submitted to DEQ by the Contractor for DEQ approval.

Task 1: Kickoff Meeting with DEQ

The initial kickoff meeting with DEQ will be scheduled within two weeks of contract execution.

Task 2: Review BPSOU Consent Decree Documents

Contractor will review the CD documents within 2 weeks after the kickoff meeting.

Task 3: As Requested, General Technical Support

Contractor shall attend meetings as specified by DEQ. Contractor will prepare and deliver monthly status reports specified under this Task on the second Monday of every month.

Task 4: Remedial Design Work Plan

Contractor will develop and deliver the draft RDWP specified under this Task within three months of the Task Order effective date. After receiving DEQ comments, Contractor will submit a final RDWP to DEQ within 30 days.

Task 5: Quality Assurance Project Plan

Contractor will develop and deliver the draft QAPP specified under this Task within four months of the Task Order effective date. After receiving DEQ comments, Contractor will submit a final QAPP to DEQ within 30 days.

Task 6: Pre-Design Investigation Work Plan

Contractor will develop and deliver the draft PDIWP specified under this Task within six months of the Task Order effective date. After receiving DEQ comments, Contractor will submit a final PDIWP to DEQ within 30 days.

Tasks 7 – 10: Reports for inclusion in PDI:

Contractor will develop these draft reports according to a schedule later provided by DEQ to Contractor. After receiving DEQ comments on a report, Contractor will provide DEQ a final version of that report to DEQ within 30 days.

Task 11: Design a Pre-Design Investigation Evaluation Report

Contractor will develop and deliver the draft PDI Evaluation Report specified under this Task by July 31, 2023. After receiving DEQ comments, Contractor will submit a final PDI within 30 days.

Task Order End Date: All services under this Task Order must be completed by **September 30th, 2023**. Any change of the Task Order End Date must be authorized in a written modification of the Task Order, signed by DEQ and Contractor.

COMPENSATION

The cost of this Task Order is \$332,131.51 plus a fixed fee of \$ 26,470.88, for a total cost ceiling of \$ 358,602.39. Compensation will be paid in accordance with the Agreement. A DEQ Cost or Price Summary form detailing the cost of this work is attached and incorporated herein by reference. The fixed fee was negotiated between DEQ and Contractor, but regardless of any agreement will not exceed ten percent (10%) of the total actual cost (excluding fixed fee) of this Task Order. Contractor must submit monthly invoices conforming to Agreement requirements to DEQ for costs actually incurred, unless no work was performed during the billing period. Contractor must not exceed the costs specified in this section without prior written authorization from DEQ. Contractor will submit invoices to DEQWMRFiscal@mt.gov.

STATUS REPORTS

Contractor will prepare final versions of Monthly Status Reports (using the format included as Exhibit VIII to the Agreement) as part of the monthly invoice submittal and the Closeout Report specified by Agreement Section V: Reports of Work, according to the specifications therein. Contractor will not prepare reports when no work occurs during the relevant reporting period.

LIAISON

The DEQ liaison for this Task Order is William Howard George (telephone: 406-444-6420/406-422-8870, email: William.George@mt.gov). Contractor's liaison is Drew Herrera (telephone: 307-680-0026, email: dherrera@spectrum-eng.com).

KEY PERSONNEL

Contractor will not add or change key personnel without prior DEQ approval.

DEQ has identified the following key personnel for this Task Order 04:

CONFLICT OF INTEREST

Contractor has conducted the conflict of interest analysis required by Section XV of the Agreement and affirmed completion of the analysis to DEQ using the Exhibit IX affidavit. If a conflict of interest was identified, Contractor has disclosed the identified conflict using Exhibit X. Contractor represents to and assures DEQ that Contractor has no conflict of interest related to this Task Order.

SUBCONTRACTED SERVICES

To obtain additional expertise, timely and cost-effective technical services or other necessary technical support, Contractor may procure subcontracted services to assist in performing the work described in the Task Order in accordance with Section X of the Agreement. No services under this Task Order may be performed by a subcontractor unless Contractor and DEQ agree in

DocuSign Envelope ID: 9B31B922-E7BD-422E-BA08-EA50879ADD37

DEQ Contract 421042-TO 04

writing and DEQ approves of the subcontractor agreement in advance. DEQ must pre-approve subcontracts related to the work described in the Task Order as provided for in Section X.A. of the Agreement. In accordance with Section XXI(D) of the Agreement, any subcontracted services must comply with federal Disadvantaged Business Enterprises guidance.

COMPLETION AND ACCEPTANCE

Receipt of all deliverables by DEQ, completion of all tasks required by this Task Order, final payment by DEQ including all accrued retainage, if applicable, and written final approval by the appropriate DEQ representative will constitute completion and acceptance of this Task Order.

EFFECTIVE DATE AND AUTHORIZATION TO PROCEED

This Task Order is effective only upon signature of all parties, and such signatures constitute authorization for Contractor to proceed with the tasks as described in the Task Description. The Effective Date of this Task Order will be the latest date of signature. This Task Order and any subsequent modifications may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one complete, identical agreement. Electronic signature and electronic delivery of an executed counterpart of this Task Order is effective unless otherwise specified.

Attachment 5

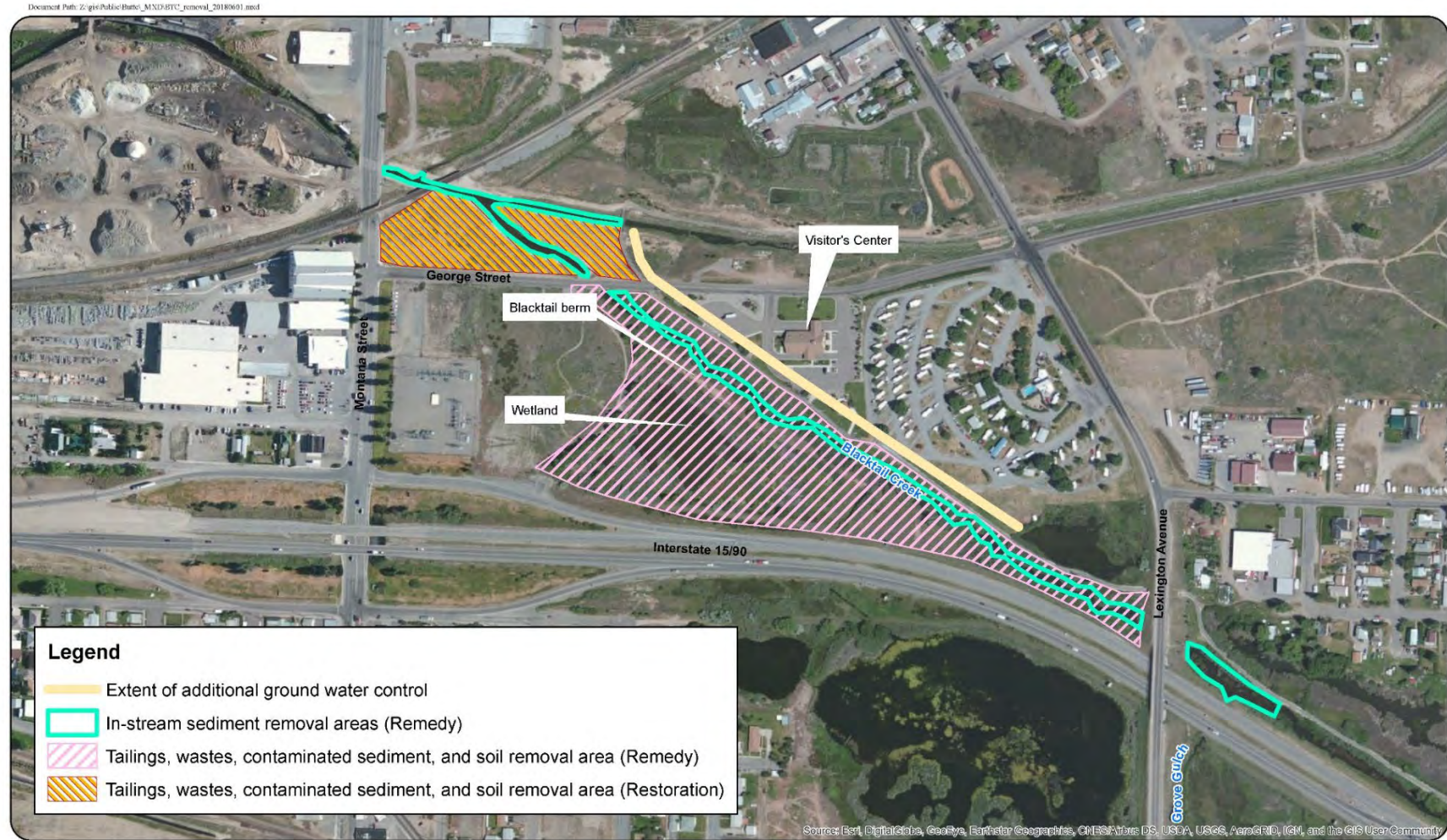
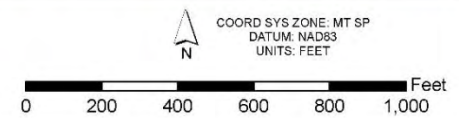


Figure BTC-1
Blacktail Creek
Remedial Action Plan

Conceptual
Features, boundaries, and areas indicated are conceptual.



Attachment 6

Ford, Jim

Subject: FW: BPSOU DEQ BTC PDI Objectives Scrum Poll

From: George, Wil <William.George@mt.gov>
Sent: Friday, August 19, 2022 2:44 PM
To: Ford, Jim <JFord@mt.gov>
Cc: Cunneen, Padraig <PCunneen@mt.gov>; Reed, Daryl <dreed@mt.gov>; Balliew, Carolina <Carolina.Balliew@mt.gov>; Dorrington, Matthew <Matthew.Dorrington@mt.gov>; Harris, Harley <HarleyHarris@mt.gov>; Hausrath, Katherine <KHausrath@mt.gov>; Cunneen, Padraig <PCunneen@mt.gov>; Morgan, Jonathan <JMorgan3@mt.gov>; Greene, Nikia <greene.nikia@epa.gov>
Subject: RE: BPSOU DEQ BTC PDI Objectives Scrum Poll

Hello Jim,

No, you should not expect to receive the QAPP prior to the meeting. NRDP will receive the QAPP following the scrum along with EPA, AR, BSB, and other stakeholders.

Thank you,

William Howard George | *Federal Superfund Project Manager*
Waste Management and Remediation
Montana Department of Environmental Quality
Office: 406-444-6420 | Mobile: 406-422-8870



From: Ford, Jim <JFord@mt.gov>
Sent: Friday, August 19, 2022 2:38 PM
To: George, Wil <William.George@mt.gov>
Cc: Cunneen, Padraig <PCunneen@mt.gov>; Reed, Daryl <dreed@mt.gov>; Balliew, Carolina <Carolina.Balliew@mt.gov>; Dorrington, Matthew <Matthew.Dorrington@mt.gov>; Harris, Harley <HarleyHarris@mt.gov>; Hausrath, Katherine <KHausrath@mt.gov>; Cunneen, Padraig <PCunneen@mt.gov>
Subject: RE: BPSOU DEQ BTC PDI Objectives Scrum Poll

Wil – Im sorry then I did not you're your specific labels your PDI but I have to ask again should we to expect to get the QAPP prior to the meeting? Jim

From: George, Wil <William.George@mt.gov>
Sent: Friday, August 19, 2022 2:29 PM
To: Ford, Jim <JFord@mt.gov>
Cc: Cunneen, Padraig <PCunneen@mt.gov>; Reed, Daryl <dreed@mt.gov>; Balliew, Carolina <Carolina.Balliew@mt.gov>; Dorrington, Matthew <Matthew.Dorrington@mt.gov>; Greene, Nikia <greene.nikia@epa.gov>
Subject: RE: BPSOU DEQ BTC PDI Objectives Scrum Poll

Hello Jim,

I have no documents that are referred to as a “work plan”, nor do I plan on providing any such named material. The QAPP will provide an outline and specifics to DEQ’s sampling objectives for waste characterization. The BTC Riparian Actions PDI is currently internal, and will be distributed to the larger BPSOU group after the scrum. At which time, NRD will have an opportunity to review the QAPP along with EPA, AR, BSB, and other stakeholders.

Thank you,

William Howard George | *Federal Superfund Project Manager*
Waste Management and Remediation
Montana Department of Environmental Quality
Office: 406-444-6420 | Mobile: 406-422-8870



From: Ford, Jim <JFord@mt.gov>
Sent: Friday, August 19, 2022 2:16 PM
To: George, Wil <William.George@mt.gov>
Cc: Cunneen, Padraig <PCunneen@mt.gov>
Subject: RE: BPSOU DEQ BTC PDI Objectives Scrum Poll

Hay Wil – I hope all is well. Is there a Work Plan to go with this QAPP or is this a Butte Special where the Work Plan is now called a QAPP therefore confusing everyone? If it’s the former could we get a copy of the Work Plan and if it’s the latter, could we get a copy of the QAPP to review and be prepared for the meeting? Thanks, Jim

From: George, Wil <William.George@mt.gov>
Sent: Friday, August 19, 2022 12:08 PM
To: Emily Stoick <ESToick@woodardcurran.com>; Herrera, Andrew <aherrera@hgl.com>; Bryson, Josh <josh.bryson@bp.com>; Devon Forrest <DForrest@woodardcurran.com>; Greene, Nikia <greenenikia@epa.gov>; Reed, Daryl <dreed@mt.gov>; Shanight, David <shanightdt@cdmsmith.com>; Coover, Curt <ccooverca@cdmsmith.com>; whitings <whitings@cdmsmith.com>; Storrar, Chapin S. <storrarcs@cdmsmith.com>; Scott Bradshaw <sbradshaw@woodardcurran.com>; Andy Dare <adare@pioneer-technical.com>; Karen Helfrich <khelfrich@pioneer-technical.com>; Paddy Stoy <pstoy@woodardcurran.com>; Mike Borduin <mborduin@pioneer-technical.com>; Crain, Julia <jcrain@bsb.mt.gov>; ehassler <ehassler@bsb.mt.gov>; Stacey Robinson <Stacey@ldinc.net>; Tara Schleeman <tschleeman@pioneer-technical.com>; Santifer, Nicole (TREC INC) <nicole.santifer@bp.com>; Lis Nelis <lnelis@ramboll.com>; mcanumc <mcanumc@bp.com>; Kambich, Jim <jkambich@bsb.mt.gov>; Scott Sampson <ssampson@pioneer-technical.com>; Pat Sampson <psampson@Pioneer-technical.com>; Sutton, Donald <donald.sutton@hgl.com>
Cc: Griffis, Dave <dave.griffis@bp.com>; Montero, Irene <Irene.Montero@bp.com>; Swanson, David <SwansonDA@cdmsmith.com>; jgriffin.redmountain <jgriffin.redmountain@gmail.com>; 'Dave Williams' <toko.dave@gmail.com>; Ford, Jim <JFord@mt.gov>; Vinkey, Ray <Ray.Vinkey@mt.gov>; Flynn, Kyle F. <flynnkf@cdmsmith.com>; Hayes, Gregory R. <hayesgr@cdmsmith.com>; Neary, Mark <mneary@bsb.mt.gov>; Greco, Chris <Chris.Greco@bp.com>; Nicole Santifer <nsantifer@woodardcurran.com>; Ian Magruder <imagruder@wwcengineering.com>; Adam Logar <alogar@pioneer-technical.com>; Gallagher, John <jgallagher@bsb.mt.gov>; Brad Archibald <barchibald@pioneer-technical.com>; Nathaniel Beinemann <NBeinemann@woodardcurran.com>; Lucyk, Brent <brent.lucyk@stantec.com>; Thompson, Joel <joel.thompson@stantec.com>; Bell, Peter <Peter.Bell@stantec.com>; paul.kos@stantec.com; Madsen, Tom <Tom.Madsen@stantec.com>
Subject: BPSOU DEQ BTC PDI Objectives Scrum Poll