

COOPERATIVE MULTI-SITE AGREEMENT

Between

PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

and

BP EXPLORATION & OIL INC.

and

AMOCO OIL COMPANY

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**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

**BP Exploration & Oil Inc. and
Amoco Oil Company** : **Storage Tank Act
Corrective Action Process**

COOPERATIVE MULTI-SITE AGREEMENT

This Consent Order and Cooperative Multi-Site Agreement (“Multi-Site Agreement”) is entered into on the ___ day of _____, 2001 by and between the Commonwealth of Pennsylvania Department of Environmental Protection (“DEP” or “Department”), BP Exploration & Oil Inc. (“BPX&O”), and Amoco Oil Company (“Amoco”). BPX&O and Amoco may be collectively referred to in this Multi-Site Agreement as “BP”. BPX&O, Amoco and the Department may be collectively referred to in this Multi-Site Agreement as the “Parties”.

FINDINGS

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Storage Tank and Spill Prevention Act, Act of July 6, 1989, P.L. 169, as amended, 35 P.S. §§ 6021.101-6021.2104; the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1-691.1001; the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended, 35 P.S. §§ 6018.101-6018.1003; the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, P.L. 4, 35 P.S. §§ 6026.101-6026.909; Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17; and rules and regulations promulgated under each of them.

B. BPX&O is an Ohio corporation with a business address of 4850 East 49th Street, MBC1-I, Cuyahoga Heights, Ohio 44125.

C. Amoco is a Maryland corporation with a business address of 1 West Pennsylvania Avenue, Suite 900, Towson, Maryland, 21204.

D. BPX&O and Amoco are indirect, wholly-owned subsidiaries of BP America Inc., a Delaware corporation with a business address of 200 East Randolph Drive, Chicago, Illinois 60601.

E. BPX&O and Amoco own and/or operate, or formerly owned and/or operated, various storage tanks and/or storage tank facilities located in the Commonwealth of Pennsylvania.

F. Releases of Regulated Substances from certain storage tanks and/or storage tank facilities owned and/or operated, or formerly owned and/or operated, by BPX&O and/or Amoco, have occurred through the use and operation of the storage tanks.

G. BPX&O and Amoco have been performing Corrective Action at certain properties in the Commonwealth of Pennsylvania that have been identified as having had a release of Regulated Substances. Corrective Action has been performed under the Tank Act regulatory program and, more recently, under the Act 2 regulatory program. Both of these programs are overseen by DEP.

H. During this time, BPX&O, Amoco and the Department have identified certain practices and procedures which could promote the progress of Corrective Action and result in significant efficiencies in time and resources for both BP and DEP.

I. At the suggestion of a DEP representative, BPX&O contacted DEP to discuss the possibility of negotiating a “multi-site agreement” to try to develop a more expeditious, efficient and effective process for performing Corrective Action.

J. Through this Multi-Site Agreement, BP and the Department seek to protect human health and the environment while effectively managing the resources of BPX&O, Amoco and the Department by developing and implementing reasonable, appropriate and efficient procedures for implementing Corrective Action at MSA Sites under Act 2 and the Tank Act;

K. BPX&O, Amoco and the Department have entered into this Multi-Site Agreement to accomplish the above goals and to implement a process, as described in detail in this Multi-Site Agreement, by which BPX&O and Amoco will:

1. Categorize the Original Sites based on, among other things, potential environmental and public health concerns;
2. Establish a planning process, including dates and milestones, for completing Corrective Action at Original Sites; and
3. Perform Corrective Action at Original Sites.

ORDER

After full and complete negotiation of all matters set forth in this Multi-Site Agreement, and upon mutual exchange of covenants contained in this Multi-Site Agreement, the Parties intending to be legally bound, it is ordered by the Department and agreed to by BPX&O and Amoco as follows:

SECTION I – PURPOSE

A. Background

1. Authority.

This Multi-Site Agreement is an Order of the Department authorized and issued pursuant to Sections 1302 and 1309 of the Tank Act, 35 P.S. §§ 6021.1302 and 6021.1309, Section 610 of the Clean Streams Law, 35 P.S. § 691.610, Section 602 of the SWMA, 35 P.S. § 6018.602, and Section 1917-A of the Administrative Code.

2. Findings.

a. BPX&O and Amoco agree that the findings in Paragraphs A through K are true and correct. In any matter or proceeding involving BPX&O and/or Amoco and the Department, neither BPX&O nor Amoco will challenge the accuracy or validity of these findings.

b. The Parties do not authorize any other persons to use the findings in this Multi-Site Agreement in any matter or proceeding.

B. Definitions

Words used in this Multi-Site Agreement shall have their plain meaning unless they are defined in this Multi-Site Agreement. Capitalized terms in this Multi-Site Agreement shall have the meanings provided below or in other Sections of this Multi-Site Agreement.

Act 2: The Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, P.L. 4, 35 P.S. § 6026.101-6026.909.

Administrative Code: Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17.

CAP Regulations: Corrective Action Process Regulations found at 25 Pa. Code §§245.301 to 245.313.

Chemicals of Concern: Those chemicals regulated under the Tank Act and Act 2 which may be present at a MSA Site.

Clean Streams Law: The Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P. S. § 691.1-691.1001.

Corrective Action: An action or sequence of actions that may include site characterization, interim remedial action, exposure assessment, risk assessment, remedial action, operation and maintenance of remedial action equipment, monitoring of progress, and termination of the remedial action.

Effective Date: The date that this Multi-Site Agreement is signed by all Parties.

Engineering Control: Remedial actions directed exclusively toward containing or controlling the migration of Regulated Substances through the environment. These include, but are not limited to, slurry walls, liner systems, caps, leachate collection systems and groundwater recovery trenches.

Guiding Principles: The principles outlined in Attachment 3, which are intended to guide the relationship of the Parties, the implementation of this Multi-Site Agreement, and the resolution of disputes between the Parties.

Institutional Controls: A measure undertaken to limit or prohibit certain activities that may interfere with the integrity of a remedial action or result in exposure to Regulated Substances at a site. These include, but are not limited to, fencing or restrictions on the future use of the site.

MSA Site: A specific property listed on the Site Inventory included in Attachment 1, including Original Sites and New Sites.

New Site: A specific property at which a release of Regulated Substances is discovered after the Effective Date of this Multi-Site Agreement, (i) at which BP has Corrective Action responsibility, and (ii) which is added to the Site Inventory included as Attachment 1. New Sites will be listed on the New Site List of the Site Inventory.

Original Site: A specific property for which BP has Corrective Action responsibility which, as of the Effective Date of this Multi-Site Agreement, is listed on the Original Site List within the Site Inventory included as Attachment 1.

Regulated Substance: A regulated substance as defined in Act 2 and the Tank Act.

Remedy in Place: One or more of the following circumstances for an Original Site which signifies completion of the commitment contained in Section VI, Paragraph A:

- i. Issuance of a no further action (“NFA”) letter or a clean closure letter, except where additional Corrective Action is required at a MSA Site;
- ii. Issuance of an Act 2 attainment letter;
- iii. DEP approval of a remedial action plan with an approved schedule of implementation, and all required engineering controls, if necessary, are in place; and, where an active remediation system is required for an Original Site, all remediation system hardware is installed and operational.

SWMA: The Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended, 35 P.S. § 6018.101-6018.1003.

Superfund Sites: Sites listed or proposed for listing on the Federal National Priorities List under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* (“CERCLA”) or the State Priorities List under the Hazardous Sites Cleanup Act, 35 P.S. § 6021.1 *et seq.* (“HCSA”) or sites at which removal action is taken or proposed under CERCLA or HCSA or comparable law of another state.

Tank Act: The Storage Tank and Spill Prevention Act, Act of July 6, 1989, P.L. 169, as amended, 35 P.S. §§ 6021.101-6021.2104.

Technical Agreements: The technical agreements between BP and DEP responding to specific BP inquiries concerning the application of Act 2 and the Tank Act, as contained in Attachment 2.

C. Goals and Incentives

The mutual goals of this Multi-Site Agreement are to:

1. Protect human health and the environment;
2. Use innovative assessment and remediation technologies;
3. Effectively manage the resources of BPX&O, Amoco and the Department by developing and implementing reasonable, appropriate and efficient procedures applicable to Act 2 and Tank Act programs;
4. Ensure compliance with applicable environmental requirements, including the Tank Act CAP Regulations;
5. Ensure a consistent and predictable approach to and application of Act 2, the Tank Act, the CAP Regulations, and this Multi-Site Agreement in implementing Corrective Action across all DEP regions within the Commonwealth of Pennsylvania.
6. Use reasonable and scientifically sound decision-making to improve the quality, efficiency and effectiveness of Corrective Action at MSA Sites;
7. Integrate, as feasible and appropriate, scopes of work and schedules with BP business plans and DEP priorities;
8. Structure a performance measurement and assurance plan with incentives;
9. Develop a working relationship between DEP, BP and the public;
10. Create a communication and implementation plan to support this Multi-Site Agreement;
11. Have a Remedy in Place for all Original Sites by December 31, 2008;

12. Provide statutory relief from liability in accordance with Act 2; and

13. Promote other environmentally sound business initiatives across the Commonwealth of Pennsylvania, including the use of Green Technologies, as appropriate.

SECTION II – SCOPE OF THE AGREEMENT

A. Site Inventory

1. This Multi-Site Agreement applies to (a) the specific properties listed on the Site Inventory included as Attachment 1, for which BPX&O and/or Amoco have Corrective Action responsibility as of the Effective Date of this Multi-Site Agreement (“Original Sites”), and (b) other properties as the Parties mutually agree to add to the Site Inventory. Original Sites shall be listed in the Site Inventory under the “Original Site List”. Other properties that may be added to this Multi-Site Agreement after the Effective Date of this Multi-Site Agreement will be listed in the Site Inventory under the “New Site List”.

2. The Original Sites include current and former retail service station properties, current and former automobile repair facilities, and current and former petroleum storage terminal properties. However, not all of the Original Sites are properties currently owned by BPX&O or Amoco, and some of the Original Sites are properties that may never have been owned or operated by BPX&O or Amoco. The DEP acknowledges that Corrective Action at such Original Sites is dependent upon the cooperation of the owner of the Original Site.

3. This Multi-Site Agreement does not apply to the following categories of properties unless BP and the DEP specifically agree to the contrary:

- a. Federal or State Superfund facilities;
- b. Properties where a third party is taking the lead role in addressing Corrective Action on the property;
- c. Properties that BP and the DEP agree in writing to address under a separate agreement, including, without limitation, properties subject to a “buyer-seller agreement”, or properties that the Environmental Protection Agency (“EPA”) addresses under a separate agreement or order.

B. Modifications to Site Inventory

1. DEP and BP, through the Oversight Committee, may, upon mutual agreement, modify the Site Inventory during the term of this Multi-Site Agreement. At a minimum, such modifications shall be considered yearly as part of the Planning and Review Process outlined in Section III.

a. Properties may be added to the Site Inventory when BP or DEP determines that BP is responsible for performing Corrective Action on a property or for other reasons that are mutually agreed upon.

b. Properties may be deleted from the Site Inventory when there has been a change in circumstances which justifies modification of the Site Inventory.

2. Properties that are added to the Site Inventory after the Effective Date of this Multi-Site Agreement and any Original Sites at which there has been a new release of Regulated Substances (collectively, “New Sites”) shall be listed on the New Site List of the Site Inventory. Except as otherwise provided in this Multi-Site Agreement, New Sites shall be governed by this Multi-Site Agreement, except that Section VI, Paragraph A, Schedule of Work for Original Sites, will not apply. Rather, New Sites will be addressed in accordance with the time frames contained in the Corrective Action regulations under the Tank Act and Act 2. As provided in those Corrective Action regulations, BP may request extensions of the applicable time frames, and DEP shall grant BP extensions of the applicable time frames in appropriate circumstances.

SECTION III – PLANNING AND REVIEW PROCESS

A. Site Categorization

1. BP has developed a site category list for performing Corrective Action at Original Sites (“Site Category List”) based on the following two-tiered site categorization system:

Category 1 Original Sites: Original Sites which will have highest priority under this Multi-Site Agreement based on currently available data and best professional judgment considering potential impacts to receptors and other environmental, business, redevelopment and/or public interest considerations. Original Sites for which there are insufficient data on which to evaluate the proper category will be considered Category 1 Original Sites until additional data are collected and evaluated.

Category 2 Original Sites: Original Sites which, based on currently available data and best professional judgment, do not pose significant health or environmental concerns but which may require additional effort to meet applicable Act 2 standards. It is expected that some of the Category 2 Original Sites will require a low level of effort for achieving Remedy in Place.

2. a. Within thirty (30) days after the Effective Date of this Multi-Site Agreement, BP shall submit a draft of the Site Category List to DEP for DEP’s review and comment. Within forty-five (45) calendar days of the receipt of the draft Site Category List, the DEP shall review the draft Site Category List and provide written comments, if any. If the DEP fails to provide written comments to BP or request an extension of time within the 45-day review period, it shall be understood that the DEP agrees with the draft Site Category List.

b. Within thirty (30) calendar days of receiving comments from the DEP on the draft Site Category List, BP shall incorporate or otherwise address those comments. If the comments furnished by the DEP change the content of the draft Site Category List in any substantive manner, BP shall provide the DEP with an amended draft Site Category List for review within the 30-day time period.

c. The cycle of review and revision (and the associated timeframes) described in Section III, Paragraph A.2.a. and A.2.b., shall continue until the DEP agrees with the draft Site Category List. DEP agreement with the draft Site Category List shall be in the form of a written response indicating the DEP's agreement or DEP's failure to provide a written response within the timeframe described in Section III, Paragraph A.2.a. However, the Parties acknowledge that DEP's written approval is the preferred method for acknowledging approval under this Multi-Site Agreement. Upon receiving DEP agreement in one form or the other, BP shall finalize the Site Category List for incorporation into the Master Plan.

3. BP may propose to re-categorize Original Sites, as appropriate, based on completion of interim remedial action or the collection and evaluation of additional information.

B. Master Plan

1. BP shall develop and maintain a Master Plan for all of the Original Sites listed on the Site Inventory. The components of the Master Plan are the Site Category List, the Master Schedule and the Site Descriptions.

a. The Master Schedule indicates the timelines of anticipated future work phases scheduled at each Original Site. The Master Schedule is dynamic in that both the Original Sites and the work phases and associated timelines are subject to change throughout the life of this Multi-Site Agreement.

b. The Site Description identifies and locates each of the Original Sites and provides a brief summary of information about each of the Original Sites, including the current status of Corrective Action at each Original Site and, to the extent known, the Act 2 Standard that BP intends to achieve at each Original Site. In addition, the Site Description will include a detailed discussion of the Corrective Action work expected to be performed at an Original Site during the next calendar year.

2. First Year Master Plan. Within sixty (60) calendar days after DEP's approval of the initial Site Categorization List, BP shall develop its Master Plan and provide a draft of that Master Plan to DEP for review and comment. The draft Master Plan will be designed to achieve the goals and objectives of the Multi-Site Agreement.

a. Within forty-five (45) calendar days of the receipt of the draft Master Plan, the DEP shall provide BP, in writing, with any comments the DEP has on the draft Master Plan. If the DEP does not provide written comments to BP or request an extension of time within the 45-day review period, the DEP shall be deemed to have approved the draft Master Plan.

b. If the comments furnished by the DEP change the content of the draft Master Plan in any substantive manner, BP shall provide the DEP with another draft Master Plan within thirty (30) calendar days.

c. The cycle of review and revision (and the associated timeframes) described in Section III, Paragraph B.2.a. and B.2.b. shall continue until the DEP approves the Master Plan. DEP approval of the Master Plan shall be in the form of a written response indicating the DEP's approval or DEP's failure to provide a written response within the timeframe described in Section III, Paragraph B.2.a. However, the Parties acknowledge that DEP's written approval is the preferred method for acknowledging approval under this Multi-Site Agreement.

d. Within sixty (60) calendar days after receiving DEP approval, BP shall provide DEP with a final original Master Plan.

3. Second and Subsequent Year Master Plan. On an annual basis, BP shall revise the Master Plan to reflect changes and accomplishments during the prior calendar year, including, but not limited to, changes to the Site Inventory List. The annual revision to the Master Plan shall also identify, in the Site Description section, the Corrective Action work that BP proposes to accomplish in the forthcoming year.

a. BP shall provide the revised Master Plan to the DEP at least sixty (60) calendar days prior to the Annual Meeting, unless another time frame is agreed to by the Oversight Committee.

b. At or before the Annual Meeting, DEP shall provide BP, in writing, with any comments DEP has on the revised Master Plan. Those comments will be discussed and resolved at the Annual Meeting. If DEP does not provide written comments to BP at or before the Annual Meeting, DEP shall be deemed to have approved the revised Master Plan.

c. If the comments furnished by the DEP change the content of the revised Master Plan in any substantive manner, BP shall provide the DEP with another revised Master Plan within sixty (60) calendar days after the Annual Meeting.

d. Within forty-five (45) calendar days of the receipt of the revised Master Plan, the DEP shall provide BP, in writing, with any comments the DEP has on the revised Master Plan. If the DEP does not provide written comments to BP or request an extension of time within the 45-day review period, the DEP shall be deemed to have approved the revised Master Plan.

e. The cycle of review and revision (and the associated timeframes) described in Section III, Paragraph B.3.c. and B.3.d. shall continue until the DEP approves the revised Master Plan. DEP approval of the revised Master Plan shall be in the form of a written response indicating the DEP's approval or DEP's failure to provide a written response within the timeframe described in Paragraph B.3.d. However, the Parties acknowledge that DEP's written approval is the preferred method for acknowledging approval under this Multi-Site Agreement.

f. Within sixty (60) calendar days after receiving DEP approval, BP shall provide DEP with a final revised Master Plan.

4. Where circumstances or conditions warrant, BP and DEP Regional project managers may agree to diverge from the Master Plan; provided, however, that significant changes to the Master Plan must be approved by the Oversight Committee, which will consider the impact of the divergence on the overall project. The Parties may address emergency situations at any time.

C. Annual Meeting

1. BP and DEP shall hold Annual Meetings on the first Wednesday of November of each year, unless otherwise agreed to by the Oversight Committee. Attendees shall, at a minimum, include representatives from the Oversight Committee, representatives from DEP project managers, and representatives from BP project managers. Other attendees, including BP and DEP senior management, as necessary, may be invited to participate, as appropriate. Attendees shall have the authority to discuss and resolve any issues associated with DEP's comments on the revised Master Plan.

2. At the Annual Meeting, the Parties shall, as agreed:

- a. Review and attempt to finalize any revisions to the Master Plan;
 - b. Review accomplishments in that calendar year;
 - c. Review specific MSA Sites or technologies that may be of particular interest to either of the Parties;
 - d. Review and analyze any specific issues or disputes that arose during the year;
- and
- e. Consider possible modifications to this Multi-Site Agreement.

3. a. Within fourteen (14) calendar days after the Annual Meeting, BP shall submit to DEP proposed written minutes of the Annual Meeting. DEP shall have fourteen (14) calendar days to review and provide BP with written comments on the draft minutes of the Annual Meeting. If the DEP does not provide written comments to BP, or request an extension of the review timeframe within such fourteen (14) calendar day period, the DEP shall be deemed to agree with the draft meeting minutes.

b. Within fourteen (14) calendar days of receiving comments from the DEP on the meeting minutes, BP shall incorporate or otherwise address those comments. If the comments furnished by the DEP change the content of the meeting minutes in any substantive manner, BP shall provide the DEP with amended meeting minutes.

c. The cycle of review and revision (and the associated timeframes) described in Section III, Paragraph C.3.a. and C.3.b. shall continue until the DEP agrees with the meeting minutes. DEP agreement with the meeting minutes shall be in the form of a written response indicating the DEP's agreement or DEP's failure to provide a written response within the timeframe described Section III, Paragraph C.3.a. However, the Parties acknowledge that DEP's written approval is the preferred method for acknowledging approval under this Multi-Site Agreement.

d. Within thirty (30) calendar days of receiving DEP agreement with the meeting minutes, BP shall provide the DEP with a copy of the final meeting minutes.

D. Annual Report

1. BP shall issue an Annual Report that (i) highlights and summarizes the annual accomplishments under this Multi-Site Agreement, (ii) provides an assessment of progress in achieving the goals and objectives of this Multi-Site Agreement, (iii) highlights any successes, cost savings, and innovations implemented, and (iv) describes any divergence from the Master Plan.

2. a. BP shall provide the draft Annual Report to DEP by the end of the first calendar quarter of the following year.

b. Within thirty (30) calendar days of receiving the draft Annual Report, the DEP shall review the draft Annual Report and provide written comments to BP, if any. If the DEP does not provide written comments to BP within the thirty (30) calendar day period or request an extension of the review timeframe, the DEP shall be deemed to agree with the draft Annual Report.

c. Within thirty (30) calendar days of receiving comments from the DEP on the draft Annual Report, BP shall incorporate or otherwise address those comments. If the comments furnished by the DEP change the content of the draft Annual Report in any substantive manner, BP shall provide the DEP with another draft Annual Report for review within the 30-day time period.

d. The cycle of review and revision (and the associated timeframes) described in Section III, Paragraph D.2.b. and D.2.c. shall continue until the DEP agrees with the draft Annual Report. DEP agreement with the draft Annual Report shall be in the form of a written response indicating the DEP's agreement or DEP's failure to provide a written response within the timeframe described in Section III, Paragraph D.2.b. However, the Parties acknowledge that DEP's written approval is the preferred method for acknowledging approval under this Multi-Site Agreement.

e. Within thirty (30) calendar days of receiving DEP agreement with the draft Annual Report, BP shall provide the DEP with a copy of the final Annual Report.

E. Additional Meetings

At the request of any Party, the Department and BP shall meet as necessary to discuss implementation of the Master Plan or any other issue that arises during the course of this Multi-Site Agreement.

SECTION IV – TECHNICAL CONSIDERATIONS

A. Generally.

1. Representatives of BP and the DEP have discussed a variety of technical issues associated with site characterization, remedial action and other aspects of Act 2, the Tank Act and the underlying regulations. The Parties anticipate that this process will continue as issues arise during the implementation of this Multi-Site Agreement. A record of the discussions to date are appended as Attachment 2.

2. These Technical Agreements should be read in conjunction with existing laws, regulations and written DEP policy. However, in the event of an inconsistency between these Technical Agreements and written DEP policy, the written DEP policy shall control.

B. The Parties anticipate that the Technical Agreements will evolve during the course of this Multi-Site Agreement. The Oversight Committee shall, on an on-going basis, evaluate the effectiveness of these Technical Agreements and, if necessary, add to or otherwise modify the Technical Agreements to promote the goals of this Multi-Site Agreement.

SECTION V – IMPLEMENTATION

A. Project Management

1. DEP Project Management

a. DEP shall designate sufficient Regional staff personnel to handle all MSA Sites under this Multi-Site Agreement. The designated Regional Staff will serve to provide BP with single points of contact and will be empowered by the DEP to oversee the portfolio of MSA Sites in the respective DEP regions and other MSA Sites assigned to them from any of the other DEP regions within the Commonwealth of Pennsylvania.

b. Where the designated Regional Staff is overseeing a MSA Site located outside the jurisdiction of his or her Regional Office, BP shall also submit all site-specific assessment plans, designs, schedule details and pertinent information to the appropriate Regional Office.

c. The designated Regional Staff shall be responsible for conducting work in a manner which supports the goals of the Multi-Site Agreement and implementing the DEP commitments contained in Section VI, Paragraph C. These roles and responsibilities include, but are not limited to:

- i. Attending regular project management meetings with BP project managers or representatives, including BP consultants;
 - ii. Reviewing, commenting on, and approving or disapproving, as appropriate, various required document submittals;
 - iii. Communicating with BP consultants, as needed, to address issues at MSA Sites;
 - v. Referring various issues to the Oversight Committee for resolution, clarification and discussion;
 - v. Assisting BP in developing streamlined procedures and other efficiencies for achieving a Remedy in Place at Original Sites; and
 - vi. Approving Remedy in Place documentation.
- d. DEP Central Office shall coordinate Master Planning and shall address policy and project management concerns.
- e. DEP shall assign representatives to the Oversight Committee as set forth below in Section V, Paragraph B.

2. BP Project Management

- a. BP shall designate project management staff to all MSA Sites under this Multi-Site Agreement.
- b. The designated BP staff shall be responsible for conducting work in a manner which supports the goals of the Multi-Site Agreement and implementing the BP commitments contained in Section VI, Paragraphs A and B. These roles and responsibilities include, but are not limited to:
 - i. Attending regular project management meetings with DEP project managers or representatives;
 - ii. Acting as a point of contact for the DEP;
 - iii. Communicating with DEP project managers and BP consultants concerning Corrective Action; and
 - iv. Referring various issues to the Oversight Committee for resolution, clarification and discussion.

3. Process

DEP and BP shall develop and adhere to a cooperative decision-making and review process for work under this Multi-Site Agreement in order to promote efficiencies, minimize disputes and maximize progress of Corrective Action. This process shall be consistent with the Guiding Principles attached as Attachment 3.

B. Oversight Committee

1. Membership. The DEP and BP shall each designate three (3) individuals as members of an Oversight Committee. The members of the Oversight Committee may include project managers from DEP and from BP. DEP representatives shall include, at a minimum, one representative from a Regional DEP office and one representative from DEP's Central office.

2. Duties and Responsibilities. The Oversight Committee shall have the following duties and responsibilities:

- a. Oversee the implementation of, and evaluate and maintain overall compliance with, this Multi-Site Agreement;
- b. Implement the planning and review process outlined in Section III;
- c. Promote efficiencies in the Corrective Action process;
- d. Evaluate and implement proposed changes to the time frames contained in Section V, Paragraph C of this Multi-Site Agreement or to any Attachments to this Multi-Site Agreement;
- e. Maintain state-wide consistency in the implementation of this Multi-Site Agreement;
- f. Evaluate technical issues that arise during the implementation of this Multi-Site Agreement and propose solutions and/or modifications to the Technical Agreements;
- g. Implement dispute resolution provisions as provided in Section X, Paragraph A.2;
- h. Develop awareness of, review, evaluate and suggest, as appropriate, potential innovative technologies and processes that may provide value to the implementation of this Multi-Site Agreement;
- i. Develop model documents to serve as templates for site characterization reports, remedial action reports, risk assessment reports and other submittals;
- j. Promote the goals and objectives of the Multi-Site Agreement;

- k. Act as a resource for evaluating the impact of DEP policy changes on this Multi-Site Agreement;
- l. Promote trust and a cooperative relationship between BP and DEP at the field level;
- m. Ensure that appropriate Party representatives are available to discuss issues, disputes and other developments under this Multi-Site Agreement;
- n. Modify, if appropriate, the Schedule of Work for Original Sites and other commitments contained in Section VI, provided that all Remedies-in-Place are achieved by December 31, 2008;
- o. Evaluate and, if appropriate, modify the Site Inventory as provided in Section II, Paragraph B;
- p. Evaluate and, if appropriate, modify the Site Categorization methodology contained in Section III, Paragraph A;
- q. Modify the date of the Annual Meeting;
- r. Evaluate and make recommendations on addressing a new release of Regulated Substances at an MSA Site under Section V.E of this Multi-Site Agreement;
- s. Evaluate and, if appropriate, consider modifying the term of this Multi-Site Agreement, as provided in Section XI, Paragraph D;
- t. Evaluate proposed changes to Act 2, the Tank Act, and/or their respective regulations and their effect on Corrective Action and this Multi-Site Agreement;
- u. Consider and approve acceptable procedures for expediting site characterization at New Sites.

3. Meetings

- a. The Oversight Committee shall meet as often as necessary, but no less often than annually, to ensure the successful implementation of this Multi-Site Agreement. It is expected that the Oversight Committee will need to meet more often during the initial implementation of the Multi-Site Agreement, and members of the Oversight Committee shall make themselves available for meetings as necessary.
- b. The Annual Meeting may, upon agreement of the Parties, be held in conjunction with, or take the place of, one of the Oversight Committee meetings.

c. At the request of any Party, the Oversight Committee shall meet, in person or by conference call, as necessary and, if warranted, on short notice to discuss issues associated with this Multi-Site Agreement.

C. Document Submissions

1. BP Submissions

a. All data submitted by BP for MSA Sites covered under this Multi-Site Agreement shall be submitted in written form, unless agreed otherwise.

b. The Parties shall endeavor to develop a mutually acceptable format for submitting data in an electronic format.

2. DEP Responses

a. Site Characterization Reports:

i. Within sixty (60) calendar days after receipt, DEP shall review and provide BP with written comments, if any, on a Site Characterization Report. However, during the first calendar year after the Effective Date of this Multi-Site Agreement, DEP shall only be required to review 20% of the Site Characterization Reports that BP submits; thereafter, DEP shall only be required to review 10% of the Site Characterization Reports that BP submits. BP may, in its discretion, make a specific written request for DEP review of a particular Site Characterization Report.

Otherwise, DEP may determine in its discretion which Site Characterization Reports it will review. DEP shall promptly notify BP of which Site Characterization Reports DEP intends to review.

ii. Unless DEP provides BP with a written response to a Site Characterization Report or requests an extension of time within the time frame set forth in Section V, Paragraph C.2.a., the DEP shall be deemed to have accepted BP's Site Characterization Report.

iii. Within thirty (30) calendar days after receiving comments from the DEP on a Site Characterization Report, BP shall incorporate or otherwise address those comments. If the comments furnished by the DEP require a change to the content of the Site Characterization Report in any substantive manner, BP shall provide the DEP with a revised Site Characterization Report for review within the 30-day time period; provided, however, that if BP needs to collect additional data in order to address DEP's comments, BP shall have ninety (90) calendar days, or such other time as the Parties agree, to submit the revised Site Characterization Report.

iv. The cycle of review and revision (and the associated timeframes) described in Section V, Paragraph C.2.a.i and C.2.a.iii. shall continue until the DEP approves the Site Characterization Report. DEP approval of the Site Characterization Report shall be in the form of a written or verbal response indicating the DEP's agreement or DEP's failure to provide a written response within the timeframe described Section V, Paragraph C.2.a.i. However, the Parties acknowledge that DEP's written approval is the preferred method for acknowledging approval under this Multi-Site Agreement.

b. DEP agrees to review and provide BP with written comments, if any, on BP document submittals in accordance with the following schedule:

i. Remedial Action Plans: Within sixty (60) calendar days after receipt, DEP shall review and provide BP with written comments, if any, on a Remedial Action Plan for a MSA Site.

ii. Attainment Reports: Within sixty (60) calendar days after receipt, DEP shall review and provide BP with written comments, if any, on an Attainment Report for a MSA Site. BP may request that DEP review an Attainment Report in less than sixty (60) calendar days if circumstances warrant.

iii. Other Document Submittals: DEP shall respond as necessary to any other document submittals within a reasonable period of time. If necessary, the Parties may, upon mutual agreement, establish specific time frames for the review of specific documents. Certain submittals, however, may not require a DEP response. These submittals include, but may not be limited to, interim progress reports, monitoring and sampling reports, and other information submitted during the course of Corrective Action.

c. If the DEP does not provide a written response to a BP submittal or request an extension of time within the time frame set forth in Section V, Paragraph C.2.b., the DEP shall be deemed to have approved BP's document submittal. The DEP shall be precluded from providing further comment on, or otherwise re-evaluating, the document unless the Oversight Committee agrees to allow for additional work on that document.

d. Within thirty (30) calendar days of receiving comments from the DEP on a document submittal, BP shall incorporate or otherwise address those comments. If the comments furnished by the DEP require a change to the content of the document in any substantive manner, BP shall provide the DEP with an amended document for review within the 30-day time period.

e. The cycle of review and revision (and the associated timeframes) described in Section V, Paragraph C.2.b and C.2.d. shall continue until the DEP approves the document. DEP approval of the document shall be in the form of a written or verbal response indicating the DEP's agreement or DEP's failure to provide a written response within the timeframe described in Section

V, Paragraph C.2.b. However, the Parties acknowledge that DEP's written approval is the preferred method for acknowledging approval under this Multi-Site Agreement.

f. In order to address any questions, comments or concerns, BP representatives shall be available during the sixty (60) calendar day period after a document submittal to meet or otherwise confer with DEP regarding the BP submittal.

g. Permit Requests: The time frames established in this Multi-Site Agreement do not apply to permit applications submitted by BP. DEP shall respond to permit applications in accordance with DEP policy (see "Policy for Implementing the DEP Money-Back Guarantee Permit Review Program").

D. Innovative Technologies

1. The Parties recognize that this Multi-Site Agreement presents a unique opportunity to consider innovative technologies in the Corrective Action process. As a result, one of the goals of this Multi-Site Agreement is the increased utilization of innovative technologies. Broadly, "innovative technologies" includes proven processes for both site characterization and remediation which show promise but which may not have been fully demonstrated in full scale field applications. Innovative technologies may be considered when they may result in savings in cost or in time, or may promote a more environmentally friendly alternative to current Corrective Action practices.

2. Either the DEP or BP may request the use of innovative technologies for any MSA Site. In the event of such request, the Parties shall evaluate and discuss the benefits and costs associated with the innovative technology in relation to the goals of this Multi-Site Agreement.

3. In the event that the Parties agree to implement innovative technologies at any one or more MSA Sites, the DEP shall endeavor to assist BP's efforts in deploying the innovative technology in the most efficient and cost-effective manner possible so as to maximize the benefits associated with the innovative technology. Among other things, the DEP shall consider expedited permitting or permit waivers, as appropriate.

E. New Releases

1. The Parties recognize that many of the Original Sites have or will have operating businesses. Some of those businesses involve the use or storage of Regulated Substances. As such, there is a risk that Regulated Substances may be released at these Original Sites during the time that BP is performing Corrective Action.

2. If there is a new release of Regulated Substances at an MSA Site, the Parties shall, upon request, discuss the effect of the new release, if any, on BP's planned Corrective Action. DEP shall expeditiously determine the appropriate approach for addressing Corrective Action with the person responsible for the new release of Regulated Substances. If the new release of Regulated Substances takes place at an Original Site, the affected Original Site may be removed from the Original Sites List and moved to the New Sites List, if warranted, based on the significance of the

impact to BP's Corrective Action. If removed, the affected Original Site will no longer be subject to Section VI, Paragraph A, Schedule of Work for Original Sites.

3. If during a calendar year there is a significant number of New Sites which enter the Site Inventory, BP shall conduct site characterizations at such New Sites in accordance with the time frames within the CAP Regulations. As provided in those CAP Regulations, BP may request extensions of the applicable time frames, and DEP shall grant BP extensions of the applicable time frames in appropriate circumstances. Thereafter, DEP or BP may request the Oversight Committee to establish a process for categorizing the New Sites and establishing a schedule for achieving a Remedy-in-Place at such New Sites.

F. Site Resolution

1. In addition to releases of liability under Act 2 and NFA Letters as described in the Technical Agreements, the DEP shall issue clean closure letters, in the form of Attachment 4, in appropriate circumstances.

2. The Parties acknowledge that there are certain Original Sites for which BPX&O and/or Amoco previously requested NFA Letters or clean closure letters. These Original Sites will be addressed under this Multi-Site Agreement as Category 2 Original Sites.

G. Outside Contractors

DEP, after consultation with BP, may employ outside contractors to perform some or all of the reviews under Section V, Paragraph C.

SECTION VI – COMMITMENTS

A. Schedule of Work for Original Sites

1. BP shall implement a Remedy in Place for the Original Sites in accordance with the following schedule:

<u>Date</u>	<u>Minimum Target</u>
December 31, 2002	6%
December 31, 2003	12%
December 31, 2004	25%
December 31, 2006	50%
December 31, 2008	100%

In evaluating compliance with these Remedy in Place targets, the applicable number of sites necessary to achieve a minimum target will be rounded to the next closest whole number.

a. BP shall perform Corrective Action at a mix of Category 1 Original Sites and Category 2 Original Sites during any particular calendar year. Both Parties acknowledge that Category 1 Original Sites will generally receive highest priority in this Multi-Site Agreement. Furthermore, the Parties anticipate that site characterization, interim remedial action, risk assessment and groundwater monitoring will generally predominate BP's Corrective Actions for at least the first two years of implementation of this Multi-Site Agreement. Although there is no minimum Remedy-in-Place target for calendar year 2001, BP shall endeavor to have Remedies-in-Place in advance of the agreed minimum target dates.

b. If a Remedy in Place for an Original Site is anything other than the issuance of an NFA letter, an Act 2 attainment letter, or a clean closure letter, BP shall continue to perform Corrective Action at that Original Site in accordance with the requirements of Act 2 or the Tank Act, as appropriate.

2. The Oversight Committee may, by unanimous agreement, modify the schedule of work to be performed under this Multi-Site Agreement.

B. Further BP Commitments

BP agrees to:

1. Use the efficiencies of this Multi-Site Agreement to accelerate Corrective Action at all MSA Sites, where feasible;

2. Take reasonable measures to obtain property access, where necessary;

3. Modify work schedules in order to accommodate DEP Regional workload issues;

4. Integrate scheduling of work and contractor resources to optimize the use of BP's resources.

5. Training.

a. Prior to December 31, 2001, BP shall arrange for formal training on the following topics to be made available to DEP, BP and BP contractor personnel involved with implementation of the Multi-Site Agreement:

i. Risk Assessment, provided by an ASTM-certified trainer (or equivalent).

ii. Remediation by Natural Attenuation, provided by an ASTM-certified trainer (or equivalent).

b. The DEP shall use all reasonable efforts to ensure that any DEP personnel who are working on BP projects will attend these training programs. In addition, DEP may invite up to five additional DEP personnel to attend any or all of these training programs.

c. BP may, in its discretion, arrange for additional training, as agreed to by the Oversight Committee.

6. Prior to December 31, 2001, BP will schedule and participate in a meeting with DEP and BP representatives to (a) explain terms, conditions, goals, incentives and expectations of the Multi-Site Agreement; (b) outline the process for implementing the Multi-Site Agreement; and (c) answer questions regarding the Multi-Site Agreement. The meeting will include, as attendees, all BP and DEP project managers and consultants.

C. DEP Commitments

DEP agrees to:

1. Attend and actively participate in periodic meetings with BP and BP's consultants to coordinate and streamline work;
2. Expedite, as reasonable, the review of any submittals made by BP at any MSA Sites;
3. Use reasonable efforts to assist BP in gaining access to property, as set forth in Section VIII, Paragraph A;
4. Participate with BP in public meetings;
5. Cooperate with BP and provide information to the Underground Storage Tank Indemnification Fund as appropriate to assist BP in obtaining appropriate reimbursement approval for MSA Sites where BP is performing or has performed Corrective Action;
6. Assist BP in identifying other potentially responsible parties at MSA Sites;
7. Take enforcement or other action against potentially responsible parties, where appropriate;
8. Cooperate with BP's efforts to address concerns raised by property owners and other stakeholders;
9. Assist BP in interacting with the Pennsylvania Department of Transportation ("PA DOT") regarding access to PA DOT property and, if necessary, to facilitate discussions between BP and PADOT to develop an access agreement that will be applicable throughout the PA DOT regions;
10. Designate staff to fulfill the obligations of this Multi-Site Agreement;

11. Provide assistance in identifying appropriate Green Technologies and in expediting permit review and approvals at BP facilities that propose to use Green Technologies;
12. Conduct Act 2 technical workshops, customized for storage tank sites, for BP employees and contractors;
13. Conduct or arrange for additional training that may be useful for achieving the goals of this Multi-Site Agreement;
14. Develop a process for exercising its discretion under Section 902 of Act 2 regarding permit waivers;
15. Issue NFA letters and Act 2 attainment letters in appropriate circumstances, after requests by BP; and
16. Assist BP in dealings with other governmental agencies in Pennsylvania.
17. Prior to December 31, 2001, DEP will participate in a meeting with DEP and BP representatives to (a) explain terms, conditions, goals, incentives and expectations of the Multi-Site Agreement; (b) outline the process for implementing the Multi-Site Agreement; and (c) answer questions regarding the Multi-Site Agreement. The meeting will include, as attendees, all BP and DEP project managers and consultants.

D. Material Change In Circumstances

If there is a material change in circumstances associated with this Multi-Site Agreement, including but not limited to a change in applicable regulatory requirements; a material number of New Sites; or a material, unexpected increase in costs, or Scopes of Work, for addressing Original Sites, BP or DEP may request from the Oversight Committee a modification to the commitments contained in this Section VI. Such modification will be presented to the Oversight Committee for review.

SECTION VII – PUBLIC INVOLVEMENT

BP and DEP will follow the procedures specified under Act 2 and the Tank Act. When there is sufficient public interest, BP and the DEP shall work together to share information with and solicit input from the public in order to:

- i. Provide the public with information regarding site categorization, characterization and remediation processes under this Multi-Site Agreement.
- ii. Involve the public in a manner that provides BP and DEP with constructive input.

SECTION VIII – SITE OWNERSHIP AND TRANSFER

A. Access to Property Not Owned by BP

1. BP shall use reasonable efforts to obtain and/or maintain written access for itself and its contractors to MSA Sites or other property not owned by BP where Corrective Action activity is required. The Parties acknowledge that reasonable efforts do not require payment of rent or other access fees for access to property.

a. BP shall make its requests for access in writing. If BP (i) has not received a response to a written access request within thirty (30) calendar days after submittal, (ii) has received a negative response to an access request, or (iii) determines in good faith that access negotiations will not be successful, BP shall notify the DEP, in writing, regarding BP's access issue ("Notification Letter"). BP shall also provide a Notification Letter to DEP in the event that previously-granted access is subsequently denied and reasonable access cannot be re-established.

b. When submitting a Notification Letter, BP shall provide DEP with a copy of prior access requests, return receipts, and any responses received from an owner of an MSA Site or another property.

2. The Department shall provide reasonable assistance to BP in addressing BP's access issue. If, despite DEP's reasonable efforts, BP or DEP cannot obtain access within ninety (90) calendar days from the date of BP's Notification Letter to DEP, the Oversight Committee shall establish an alternative mechanism for completing Corrective Action.

B. Transfer of MSA Sites

If BP transfers ownership of one or more MSA Sites to an unrelated third person, and if that third person agrees in the sales contract to assume responsibility for completing Corrective Action at that Site, BP shall notify the DEP, in writing, within thirty (30) calendar days, and that MSA Site shall be removed from the Site Inventory List. If that MSA Site is an Original Site, that Original Site shall no longer be covered by Section VI, Paragraph A, Schedule of Work for Original Sites. Thereafter, in the event of a Corrective Action issue at such MSA Site, DEP shall first look to that third person to perform the necessary work.

C. Buyer-Seller Agreements

If BP enters into a Buyer-Seller Agreement involving one of the Original Sites, that Original Site shall continue to be governed by the provisions of this Multi-Site Agreement. However, that Original Site shall no longer be covered by Section VI, Paragraph A, Schedule of Work at Original Sites. Rather, the Corrective Action schedule in the Buyer-Seller Agreement shall govern Corrective Action at that Original Site.

SECTION IX – OVERSIGHT

A. Reimbursement of Oversight Costs

1. The Parties acknowledge that the DEP will incur costs in connection with the successful oversight of this Multi-Site Agreement.

2. In lieu of reimbursing DEP for actual oversight costs incurred in connection with this Multi-Site Agreement, BP shall pay DEP an amount based on the following baseline payment schedule:

<u>Year Ending</u>	<u>Baseline Payment</u>	<u>Basis for Adjustments</u>
December 31, 2001	\$135,750	None
December 31, 2002	\$135,750	12/31/2002 performance
December 31, 2003	\$135,750	12/31/2003 performance
December 31, 2004	\$90,500	12/31/2004 performance
December 31, 2005	\$90,500	12/31/2004 performance
December 31, 2006	\$90,500	12/31/2006 performance
December 31, 2007	\$45,200	12/31/2006 performance
December 31, 2008	\$45,200	12/31/2008 performance

BP's payment to DEP (and/or to an environmental initiative as described below) shall be adjusted as described under "Basis for Adjustments", based on the following performance factors:

a. If a minimum target commitment for achieving a Remedy in Place in accordance with Section VI, Paragraph A is met, BP shall pay DEP 100% of the Baseline Payment.

b. If a minimum target commitment for achieving a Remedy in Place in accordance with Section VI, Paragraph A is exceeded, BP shall pay DEP 100% of the Baseline Payment. In addition, BP shall contribute additional money to fund one or more environmental initiatives in the Commonwealth of Pennsylvania, as proposed by BP and concurred with by DEP. The additional contribution shall be calculated as follows:

Above Remedy-in-Place target by one (1) to five (5) Original Sites, 5% of Baseline Payment;
Above Remedy-in-Place target by six (6) to ten (10) Original Sites, 15% of Baseline Payment;

Above Remedy-in-Place target by more than ten (10) Original Sites, 25% of Baseline Payment.

c. If a minimum target commitment for achieving a Remedy in Place in accordance with Section VI, Paragraph A is not met, BP shall pay DEP 75% of the Baseline Payment. In addition, BP shall contribute additional funds to fund one or more environmental initiatives in the Commonwealth of Pennsylvania, as proposed by BP and concurred with by DEP.

The additional contribution shall be calculated as follows:

Below Remedy-in-Place target by one (1) to five (5) Original Sites, an additional 40% of the Baseline Payment will go to fund an environmental initiative;

Below Remedy-in-Place target by six (6) to ten (10) Original Sites, an additional 45% of the Baseline Payment will go to fund an environmental initiative;

Below Remedy-in-Place target by more than ten (10) Original Sites, an additional 50% of the Baseline Payment will go to fund an environmental initiative.

d. If DEP believes, in good faith, that its performance under this Multi-Site Agreement has not contributed to the failure to meet an applicable minimum target commitment, DEP may request that BP reimburse DEP for the full 100% of the Baseline Payment. BP shall reimburse DEP for the full 100% of the Baseline Payment unless BP determines, in good faith, that DEP's failure to perform under this Multi-Site Agreement substantially contributed to the failure to meet an applicable minimum target commitment. BP's determination shall be subject to dispute resolution as set forth in Section X.

3. As an additional incentive for completing a Remedy in Place at all Original Sites as quickly as possible, BP's obligation to make Baseline Payments under this Multi-Site Agreement shall terminate at the end of the calendar year in which BP achieves a Remedy in Place at all Original Sites.

4. If this Multi-Site Agreement is terminated early pursuant to Section XI, Paragraph C, BP shall be required to make, on a pro-rated basis, any payments which were due prior to the termination of this Multi-Site Agreement; provided, however, that if this Multi-Site Agreement is terminated early pursuant to Section XIII, Paragraph C.1., due to a Material Breach by DEP, BP shall be responsible for paying only twenty-five percent (25%) of the applicable Baseline Payment.

5. DEP shall track hours spent by DEP's project managers overseeing MSA Sites under this Multi-Site Agreement. Annually, DEP shall provide reports to the Oversight Committee for their review.

a. The Oversight Committee shall have the authority to increase the Baseline Payment to \$135,750 for any or all of the remaining years of this Multi-Site Agreement to account for the workload of DEP's project managers in overseeing MSA Sites under this Multi-Site Agreement.

b. If, in any calendar year, the DEP's cost for implementing this Multi-Site Agreement ("implementation cost") is less than the adjusted Baseline Payment under Section IX, Paragraph A.2, BP shall, at the request of DEP, pay to DEP only the implementation cost. In that event, BP shall contribute the difference between the adjusted Baseline Payment and the implementation cost ("Differential") to one or more environmental initiatives in the Commonwealth of Pennsylvania, as proposed by DEP and concurred with by BP. If DEP elects this option, then on or before March 31, DEP shall notify BP of (i) the implementation cost for the prior year, and (ii) the name of the environmental initiative(s) that will receive the Differential.

6. Key Performance Indicators

a. By July 1, 2001, the Oversight Committee shall develop a process to ensure and measure the success of this Multi-Site Agreement throughout its implementation. This process may include development of key performance indicators that will allow BP and the DEP to measure progress and to demonstrate continuous improvement.

b. In developing this process, the Oversight Committee may modify the incentives and disincentives established under this Multi-Site Agreement in order to enhance BP and DEP performance as measured by the key performance indicators.

7. Evaluation Surveys

The Oversight Committee shall develop an evaluation survey designed to evaluate and measure each Party's satisfaction with the implementation of this Multi-Site Agreement and provide a process to continuously improve communications. Beginning during calendar year 2001, the Oversight Committee shall, on a semi-annual basis, distribute the survey to appropriate BP and DEP personnel. The Oversight Committee shall evaluate the results of the surveys and, if necessary, develop alternatives for addressing any problems identified.

8. BP's payments under this Section IX for a calendar year shall be made on or before July 1 of the following year.

SECTION X – DISPUTE RESOLUTION

A. Dispute Resolution Process

All disputes arising out of the implementation of this Multi-Site Agreement shall be resolved in accordance with the applicable provisions of this Section X, Paragraph A, using a sequential system of dispute avoidance and resolution that encourages the Parties to resolve issues at the most appropriate level. Through the use of good communication, information sharing, and the development of effective and efficient methods of addressing emerging concerns, the dispute resolution process will enhance the implementation of this Multi-Site Agreement.

1. Regional Office

The routine management of the site-specific tasks encompassed by this Multi-Site Agreement shall be performed by the respective DEP's Regional Office Environmental Cleanup Program (ECP) staff and the designated BP project managers. If a dispute arises concerning individual MSA Sites, the BP project manager and the applicable ECP personnel and ECP Manager, as appropriate, shall attempt in good faith to resolve this dispute through negotiation. If the BP project manager and the applicable ECP personnel and ECP Manager, as appropriate, are unable to resolve the dispute within fifteen (15) business days, any Party may refer the dispute, in writing, to the Oversight Committee.

2. Oversight Committee

The Oversight Committee shall attempt in good faith to resolve any referred dispute, either at a regularly scheduled meeting or, if agreed, at a specially convened meeting or conference. The Oversight Committee shall be free to accept all reports, oral briefings or any other form of information without regard to the rules of evidence and without restrictions on ex parte communications. The Oversight Committee shall be free to invite other representatives of the Parties to discuss disputes. Decisions of the Oversight Committee must be unanimous, and shall either be made in writing or memorialized in minutes of Oversight Committee meetings. In the event that the Oversight Committee is unable to resolve any issue covered by this Multi-Site Agreement within thirty (30) business days of referral, the issue shall be referred to the Dispute Resolution Panel.

3. Dispute Resolution Panel

DEP shall designate two individuals, and BP shall designate two individuals, to serve on a Dispute Resolution Panel. Each individual should either be vested with management-level decision-making authority or shall have ready and immediate access to persons within their respective organizations with such authority. Panel members may be appointed or changed by their respective organizations without limitation, upon written notice to all Parties. The Dispute Resolution Panel shall meet at a mutually agreeable time and place within twenty (20) business days in order to exchange relevant information and perspectives and to attempt in good faith to resolve the dispute. The Dispute Resolution Panel members shall be free to accept all reports, oral briefings, or any other form of information without regard to the rules of evidence and without restrictions on ex parte communications. All decisions of the Dispute Resolution Panel must be unanimous, and shall either be made in writing or memorialized in minutes of Dispute Resolution Panel meetings.

4. Neutral Technical Expert

The Oversight Committee and/or the Dispute Resolution Panel may hire a neutral technical expert to assist in resolving any disputes of a technical nature. The costs of any such neutral technical expert shall be borne equally by the Parties, unless there is an advance agreement for some other arrangement.

5. Mediation and Facilitation

The Oversight Committee and/or the Dispute Resolution Panel may seek the assistance of a neutral mediator or neutral facilitator to assist the Parties towards resolving any dispute. Costs of any such neutral mediator or facilitator shall be borne equally by the Parties, unless there is an advance agreement for some other arrangement.

6. Failure to Resolve Dispute

a. At any time after it has received an issue for resolution, the Dispute Resolution Panel, or any of its members, may declare that an apparent deadlock exists. Following

the declaration of an apparent deadlock, the Parties will have fourteen (14) calendar days to resolve the dispute.

b. If the dispute is not resolved in that fourteen (14) calendar day period, then the DEP may take whatever action it feels to be appropriate under the circumstances, and BP may respond to such action, without regard to the dispute resolution provisions of this Multi-Site Agreement.

7. Accelerated Procedure

If either Party believes that exigent circumstances require the immediate elevation of an issue to the Dispute Resolution Panel, one of that Party's representatives on the Oversight Committee may refer the issue to the Dispute Resolution Panel without first holding any meeting or conference of the Oversight Committee. Any such referral must be made in writing.

8. Effect of Dispute Resolution

Except as provided in Section X, Paragraph C, below, during the time that any dispute is subject to the dispute resolution process, BP will not be obligated to perform any of the actions in dispute or any actions reasonably related to or affected by the dispute.

9. Extension of Time Frames

The Parties may, by mutual written agreement, extend any of the time frames contained in this Dispute Resolution process.

10. Criteria for Decisions

In resolving disputes that arise under this Multi-Site Agreement, the Parties shall take into consideration the applicable laws and regulations, the dictates of sound science, reasonableness and other principles contained in this Multi-Site Agreement and in Attachment 3, Guiding Principles.

B. Decisions under this Agreement

Except as provided in Section X, Paragraph A.6.b. or Section X, Paragraph C, any decision which the Department makes under this Multi-Site Agreement is intended to be neither a final action under 25 Pa. Code §1021.2, nor an adjudication under 2 Pa. C.S. §101. Any objection which BP may have to a decision will be preserved until the Department enforces this Multi-Site Agreement.

C. Department Right to Take Emergency Action

Nothing in this Multi-Site Agreement will prevent DEP from taking emergency action or requiring BP to take such action at any MSA Site where any condition on, at or from a MSA Site poses an imminent threat to human health or the environment. Nothing in this Multi-Site Agreement will prevent the Department from seeking to recover its costs for such actions under applicable laws.

Nothing in this Multi-Site Agreement precludes the Department's actions to enforce compliance with statutes and regulations where any condition on, at or from the MSA Site poses immediate harm or threat of harm to public health or the environment.

SECTION XI – TERM

A. Effective Date and Duration

This Multi-Site Agreement will be effective on the date that this Multi-Site Agreement is signed by all Parties (“Effective Date”). Except as otherwise provided in this Multi-Site Agreement, this Multi-Site Agreement will terminate on December 31, 2008.

B. Amendments

The DEP and BP intend this Multi-Site Agreement, and its attachments, to be a living document which can be modified, as agreed upon, based on changes in law, changes or developments in technology, modifications or additions to the Site Inventory, and sound scientific principles. In order to pursue this intention, the Parties agree as follows:

1. This Multi-Site Agreement may be modified or amended by written agreement of the Parties.
2. Attachments to this Multi-Site Agreement may be modified by the written agreement of the Oversight Committee.

C. Early Termination

In addition to the termination provision provided in Section XIII, Paragraph C, any Party may terminate this Multi-Site Agreement on December 31, 2002 and every two years thereafter (“Opt-Out Date”). Written notice of a Party's intent to terminate must be given to the other Parties within thirty (30) calendar days of an Opt-Out Date. The notice must be accompanied by a statement proposing amendments or other modifications to this Multi-Site Agreement which, if adopted, would allow the Multi-Site Agreement to continue. Thereafter, the Parties will negotiate in good faith to reach agreement on mutually satisfactory amendments or other modifications to the Multi-Site Agreement. If any Party concludes that the negotiations will not be successful, it will inform the other Parties, in writing. The termination of this Multi-Site Agreement will be effective ten (10) business days after written notice indicating that further negotiations will be unsuccessful.

D. Extension of Multi-Site Agreement

On or before June 30, 2008, the Oversight Committee shall meet to evaluate the appropriateness of extending the term of this Multi-Site Agreement beyond December 31, 2008. In making such an evaluation, the Oversight Committee shall consider, among other things, the effectiveness of this Multi-Site Agreement and the number of MSA Sites for which BP is still

performing Corrective Action and for which an Act 2 attainment letter or other appropriate closure at Original Sites under the Tank Act or Act 2 has not been issued.

SECTION XII – COMMUNICATIONS AND NOTICE

A. Communications with the Department

1. All correspondence with the DEP’s Central Office concerning this Multi-Site Agreement will be addressed in accordance with the contact information contained in Attachment 5 (Contact Information).

2. All correspondence, work plans, reports, notices and other documents related to specific MSA Sites will be addressed to the applicable regional ECP Manager or the designated DEP Regional staff person as set forth in Section V, Paragraph A.

B. Communications with BP

1. All general correspondence concerning this Multi-Site Agreement (i.e., correspondence not associated with a specific MSA Site) will be addressed in accordance with the contact information contained in Attachment 5 (Contact Information).

2. All correspondence, work plans, reports, notices and other documents related to specific MSA Sites will be addressed to the applicable BP project manager as set forth in Section V, Paragraph A.

C. Changes to Contact Information

Any Party may designate a different address for receiving documents, notices and other information by giving at least ten (10) business days’ written notice to all other Parties. The written notice shall include a updated Attachment 5 (Contact Information).

SECTION XIII – MISCELLANEOUS

A. Permits and Other Applicable Requirements at MSA Sites

DEP will, as appropriate, support BP's efforts to obtain any necessary permits, licenses, authorizations, certifications or approvals from other governmental or quasi-governmental entities.

B. Effect on Existing Obligations

Compliance with the terms and conditions of this Multi-Site Agreement shall constitute compliance with the applicable Corrective Action provisions of the Tank Act, Act of July 6, 1989, P. L. 169, as amended, 35 P.S. § 6021.101 et seq.; the Clean Streams Law, Act of June 22, 1937, P.

L. 1987, as 35 P. S. § 691.1 et seq.; the SWMA, Act of July 7, 1980, P. L. 380, as amended, 35 P.S. § 6018.101 et seq.; Act 2, Act of May 19, 19 5, P. L. 2, 35 P.S. § 6026.101 et seq.; and the rules and regulations promulgated under those statutes.

C. Material Breach

1. Generally. In the event of a Material Breach, as defined below, the non-breaching Party may, at its option, terminate this Multi-Site Agreement on thirty (30) calendar days written notice.

2. “Material Breach” Defined.

Any one or more of the following constitutes a material Breach:

a. BP has provided or ever provides under this Multi-Site Agreement any information that has been deliberately falsified;

b. BP fails to submit any revised Master Plan on a timely basis.

c. DEP fails to meet its commitments as contained in this Multi-Site Agreement and that failure interferes with BP’s ability to meet the commitments contained in this Multi-Site Agreement, and any dispute arising therefrom cannot be resolved through the Dispute Resolution Process to the satisfaction of the Parties.

3. Right to Enforce. Nothing in this Paragraph shall prevent any Party from bringing an action in a court of law to enforce this Multi-Site Agreement.

D. Force Majeure

1. If BP is prevented from complying in a timely manner with any time limit or other requirement contained in this Multi-Site Agreement because of a strike, fire, flood, act of God, or other circumstances beyond BP’s reasonable control, including but not limited to DEP’s inability to meet its commitments as required in this Multi-Site Agreement, then BP may request an extension of time.

2. BP will be entitled to the benefits of Section XIII, Paragraph D if it notifies the Department within fifteen (15) business days by telephone and within thirty (30) business days in writing of the date it becomes aware or reasonably should have become aware of the event or circumstance impeding performance. The written submission shall include related documentation, as well as a letter specifying the reasons for the delay, the expected duration of the delay, and the efforts which BP has made and will make to minimize the length of the delay. BP’s failure to comply with the requirements of this Section XIII, Paragraph D.2 in a timely fashion shall render Section XIII, Paragraph D null and of no effect as to the particular incident or circumstance involved.

3. Within fifteen (15) business days after BP submits a written notification under Section XIII, Paragraph D.2, the Department will decide, in writing, whether to grant or deny all or part of the extension requested on the basis of all documentation submitted by BP and other information available to the Department. The Department's decision may be submitted to Dispute Resolution under Section X, Paragraph A.

4. BP shall have the burden of proof as to the justification for an extension of time and the length of such extension of time under Section XIII, Paragraph D, both to the Department and in the event that compliance with the terms and conditions of this Multi-Site Agreement becomes an issue in any subsequent action. Such burden of proof shall be by preponderance of the evidence.

E. Severability

The Sections and Paragraphs of this Multi-Site Agreement shall be severable. If any part of this Multi-Site Agreement is declared invalid or unenforceable by a court of law, the remainder of this Multi-Site Agreement shall remain in full force and effect between the Parties, so long as the remaining provisions adequately manifest the intent of the Parties.

F. Entire Agreement

This Multi-Site Agreement, including any exhibits or attachments, constitutes the entire integrated agreement of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions of this Multi-Site Agreement in any litigation or any other proceeding.

G. Attorney Fees

Each of the Parties shall bear its own attorney fees, expenses and other costs in this matter or any related matters, arising prior to the Effective Date of this Multi-Site Agreement.

H. Titles

A title used at the beginning of any Section or Paragraph may be used to aid in the construction of that Section or Paragraph, but it will not be treated as controlling.

IN WITNESS WHEREOF, the Parties, through duly authorized representatives, have signed this Multi-Site Agreement. The undersigned representatives of BPX&O and Amoco certify under penalty of law, as provided by 18 Pa. C.S. §4904, that they are authorized to execute this Multi-Site Agreement on behalf of BPX&O and Amoco, respectively; that BPX&O and Amoco consent to the entry of this Multi-Site Agreement as a final ORDER of the Department; and that BPX&O and Amoco knowingly waive their right to appeal this Multi-Site Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. §7514; the Administrative Agency Law, 2 Pa. C.S. §103(a); and Chapters 5A and 7A, or any other provision of law. Signature by counsel certifies only that this Multi-Site Agreement has been signed after consulting with counsel.

For: BP EXPLORATION & OIL INC.

For: THE COMMONWEALTH OF
PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: David R. Marsh
Its: Executive General Manager, Global
Environmental Management Business Unit
Date:

By: Denise Chamberlain
Its: Deputy Secretary for Air, Recycling and
Radiation Protection
Date:

For: AMOCO OIL COMPANY

By: Terry R. Fabian
Its: Deputy Secretary for Field Operations
Date:

By: David R. Marsh
Its: Executive General Manager, Global
Environmental Management Business Unit
Date:

W. Stanley Sneath
Assistant Counsel