

RECEIVED

APR 04 2007

Washington State  
Department of Ecology

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

In the Matter of Remedial Action by:

AGREED ORDER

**Union Oil Company of California**  
6001 Bollinger Canyon Rd., Room K2252  
San Ramon, CA 94583-2324

No. DE 4086

TO: **Brett Hunter**  
**Chevron Environmental Management Company**  
6001 Bollinger Canyon Rd., Room K2252  
San Ramon, CA 94583-2324

TABLE OF CONTENTS

I. INTRODUCTION.....

II. JURISDICTION.....

III. PARTIES BOUND.....

IV. DEFINITIONS.....

V. FINDINGS OF FACT.....

VI. ECOLOGY DETERMINATIONS.....

VII. WORK TO BE PERFORMED.....

VIII. TERMS AND CONDITIONS OF ORDER.....

    A. Public Notice.....

    B. Remedial Action Costs.....

    C. Implementation of Remedial Action.....

    D. Designated Project Coordinators.....

    E. Performance.....

    F. Access.....

    G. Sampling, Data Submittal, and Availability.....

    H. Public Participation.....

    I. Retention of Records.....

    J. Resolution of Disputes.....

    K. Extension of Schedule.....

    L. Amendment of Order.....

    M. Endangerment.....

    N. Reservation of Rights.....

    O. Transfer of Interest in Property.....

    P. Compliance with Applicable Laws.....

    Q. Land Use Restrictions.....

    R. Financial Assurances.....

    S. Periodic Review.....

    T. Indemnification.....

IX. SATISFACTION OF ORDER.....

X. ENFORCEMENT.....

EXHIBIT A. Local Map  
EXHIBIT B. Map of Historic Operations

Port Angeles Unocal  
Agreed Order No. DE 4086  
Page 2 of 19

EXHIBIT C.  
EXHIBIT D.  
EXHIBIT E.

1995 Map of Monitoring Wells and Remedial Trenches  
Scope of Work and Schedule  
Substantive Requirements of Permits

## I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Union Oil Company of California (Chevron) under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release of hazardous substances. This Order requires Chevron to conduct a remedial investigation/feasibility study and interim free product removal actions at the former Unocal #0601, located at 738 West Marine Drive in Port Angeles, WA 98362. (Exhibit A) Ecology believes the actions required by this Order are in the public interest.

## II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

## III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such party to comply with this Order. Chevron agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter Chevron's responsibility under this Order. Chevron shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

## IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as Unocal #0601 and is generally located at 738 West Marine Drive, Port Angeles, WA. The Site is defined by the extent of contamination caused by the release of hazardous substances at the Site. Based upon factors currently known to Ecology, the Site is more particularly described by the Map of Historic Operations and the 1995 Map of

Monitoring Wells and Recovery Trenches attached as Exhibits B and C, respectively. The Site constitutes a Facility under RCW 70.105D.020(4).

- B. Parties: Refers to the State of Washington, Department of Ecology and Chevron.
- C. Potentially Liable Person (PLP): Refers to Chevron.
- D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms "Agreed Order" or "Order" shall include all exhibits to this Order.

## V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by Chevron:

A. Chevron is the owner of a former petroleum bulk storage facility located at 738 West Marine Drive in Port Angeles, WA.

B. The former bulk storage operation consisted of an office with underground storage tank (UST) heating oil supply, a card lock, truck loading rack, gasoline UST with dispenser island; warehouse with storage shed, garage and unloading rack; 9 small and 1 large former aboveground storage tank (AST) locations and many underground product lines. (Exhibit B) Current site features include 5 monitoring wells, a historic stormwater line which runs from the site into southeast corner of the boat basin/marina, and a concrete batch plant.

C. An agent for the Department of Ecology performed an inspection of the property at 738 West Marine Drive on March 20, 1984, in the presence of Mr. Bill Early. According to the inspection report, the facility had experienced a loss of diesel and regular gasoline. Product lines were tested from the tanks to key card pumps. A "major" leak was identified in the diesel lines and a "minor" leak was identified in the gasoline lines. The lines were dug up and found to be "severely" corroded at 5 feet below the ground surface (bgs). Four wells were installed between 10 and 12 feet bgs, and screened the whole length without surface seals and all wells were level with ground. All wells except one were placed in sand using a backhoe, the other well was placed in what appeared to be consolidated fill. One well was in the path of all surface

runoff going to the oil/water separator collection sump. Oil was found in another well, Mr. Early said it was probably from him dumping there in the past.

In March of 1984, free floating petroleum product was discovered in a monitoring well at the Site. A vacuum truck removed 15 gallons of this product from the surface of the groundwater. The source of the product was a leak in the underground steel piping. In April, product was discovered in four of seven monitoring wells on site.

D. In July of 1988 free product was documented in wells on and off site to the northwest, this data was reported to Ecology. In March of 1989, four new wells were installed on site and did not contain any free product until 1991. In 1991, free product was found in 3 wells including one that was installed in 1989. Another leaking pipe was discovered and fixed.

E. Between April and June 1991, GeoEngineers, Inc. monitored the free floating product in the monitoring wells and installed several new wells. At the end of June 1991, there were 21 monitoring wells with seven containing free product. Product depth has been as high as 4.06 feet. Average depths of free product in wells ranged from 0.02 feet to 2.07 feet according to a report dated August 16, 1991, by GeoEngineers, Inc. The majority of the product was located on the north of the yard along West Marine Drive and across West Marine Drive in MW-7. (Exhibit C)

F. On June 24, 1991, the Department assessed a hazard ranking for the Site using the Washington Ranking Method (WARM), as required by MTCA. Ecology calculated a hazard ranking of 1, (with 1 being the highest priority and 5 being the lowest) for the property.

G. On October 17, 1991, Ecology issued Order No. DE 91-S246 requiring Unocal to pump groundwater and free product from the ground, treat what is pumped and discharge it back into an infiltration gallery located along Third Street.

H. In 1992, GeoEngineers installed a free product recovery system including trenches and a recovery well. The recovery well operated until 1995 when it filled in with sand. At this time nine out of twenty-one monitoring wells contained free product. Subsequent to the

recovery system's failure, the recovery well, trenches and five wells containing free product were decommissioned and removed. The associated excavations were backfilled.

I. Groundwater monitoring continued intermittently until 1999 with results consistently showing free product in four of the remaining wells and concentrations of petroleum and benzene exceeding the Model Toxics Control Act (MTCA) groundwater standards.

## VI. ECOLOGY DETERMINATIONS

A. Chevron is an "owner or operator" as defined in RCW 70.105D.020(12) of a "facility" as defined in RCW 70.105D.020(4).

B. Based upon all factors known to Ecology, a "release" or "threatened release" of "hazardous substance(s)" as defined in RCW 70.105D.020(20) and RCW 70.105D.020(7), respectively, has occurred at the Site.

C. Based upon credible evidence, Ecology issued a PLP status letter to Chevron dated December 5, 2006, pursuant to RCW 70.105D.040, -.020(16) and WAC 173-340-500. After providing notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Chevron is a PLP under RCW 70.105D.040 and notified Chevron of this determination by letter dated January 18, 2007.

D. Pursuant to RCW 70.105D.030(1) and -.050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

E. Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard

assessment, remedial investigation/feasibility study or design of a cleanup action. Documentation previously submitted to Ecology demonstrates the presence of free phase petroleum product in soil and groundwater at the site. These circumstances warrant an interim action consistent with WAC 173-340-430.

#### WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that Chevron take the following remedial actions at the Site and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein:

A. Historic chemical detection indicates a release of hazardous substances at the Site and further investigation and characterization is warranted.

The Remedial Investigation/Feasibility Study and interim product removal actions required by this Order are outlined in Exhibit D and build upon the previous remedial work conducted by Unocal and described in Section V of this Agreed Order. Exhibit D is incorporated here by reference and Exhibit D and all "final" Ecology approved deliverables within Exhibit D are integral and enforceable parts of this Order.

B. If, at any time after the first exchange of comments on drafts, Ecology determines that insufficient progress is being made in the preparation of any of the deliverables required by this Section, Ecology may complete and issue the final deliverable.

#### VII. TERMS AND CONDITIONS OF ORDER

##### A. Public Notice

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

**B. Remedial Action Costs**

Chevron shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under Chapter 70.105D RCW, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Chevron shall pay the required amount within ninety (90) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

Pursuant to RCW 70.105D.055, Ecology has authority to recover unreimbursed remedial action costs by filing a lien against real property subject to the remedial actions.

**C. Implementation of Remedial Action**

If Ecology determines that Chevron has failed without good cause to implement the remedial action, in whole or in part, Ecology may, after notice to Chevron, perform any or all portions of the remedial action that remain incomplete. If Ecology performs all or portions of the remedial action because of Chevron's failure to comply with its obligations under this Order, Chevron shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.\_\_\_\_ (Remedial Action Costs), provided that Chevron is not obligated under this Section to reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this Order.

Except where necessary to abate an emergency situation, Chevron shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.



**D. Designated Project Coordinators**

The project coordinator for Ecology is:

**Lisa Pearson, P.E.**  
**Department of Ecology**  
**Toxics Cleanup Program, SWRO**  
**PO Box 47775**  
**Olympia, WA 98504-7775**  
**Telephone: (360) 407-6261**  
**Email: [lpea461@ecy.wa.gov](mailto:lpea461@ecy.wa.gov)**

The project coordinator for Chevron is:

**Don Wyll**  
**SAIC**  
**18912 North Creek Parkway, Suite 101**  
**Bothell, WA 98011**  
**Telephone: 425-482-3315**  
**Email: [wylld@saic.com](mailto:wylld@saic.com)**

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and Chevron, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Decree.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

**E. Performance**

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist licensed in the State of Washington or under the direct supervision of an engineer registered in the State of Washington, except as otherwise provided for by Chapters 18.220 and 18.43 RCW.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic or engineering work shall be under the seal of an appropriately licensed professional as required by Chapter 18.220 RCW or RCW 18.43.130.

Chevron shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

**F. Access**

Ecology or any Ecology authorized representative shall have the full authority to enter and freely move about all property at the Site that Chevron either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing Chevron's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Chevron. Chevron shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by Chevron where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Chevron unless an emergency prevents such notice. All persons who access the Site pursuant to this Section shall comply with any applicable Health and Safety Plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

**G. Sampling, Data Submittal, and Availability**

With respect to the implementation of this Order, Chevron shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VI\_\_\_\_(Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, Chevron shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Chevron pursuant to implementation of this Order. Chevron shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Chevron and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.\_\_\_\_(Access), Ecology shall notify Chevron prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted, unless otherwise approved by Ecology.

**H. Public Participation**

A Public Participation Plan is required for this Site. Ecology shall review any existing Public Participation Plan to determine its continued appropriateness and whether it requires amendment, or if no plan exists, Ecology shall develop a Public Participation Plan alone or in conjunction with Chevron.

Ecology shall maintain the responsibility for public participation at the Site. However, Chevron shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing list, prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work

plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify Chevron prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by Chevron that do not receive prior Ecology approval, Chevron shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. Port Angeles Public Library  
2210 South Peabody Street  
Port Angeles, WA 98362
- b. Ecology's Southwest Regional Office  
300 Desmond Drive  
Lacey, WA 98503

At a minimum, copies of all public notices, fact sheets, and press releases; all quality assured monitoring data; remedial action plans and reports, supplemental remedial planning documents, and all other similar documents relating to performance of the remedial action required by this Order shall be promptly placed in these repositories.

#### **I. Retention of Records**

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, Chevron shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and

subcontractors. Upon request of Ecology, Chevron shall make all records available to Ecology and allow access for review within a reasonable time.

**J. Resolution of Disputes**

1. In the event a dispute arises as to an approval, disapproval, proposed change, or other decision or action by Ecology's project coordinator, or an itemized billing statement under Section VIII.\_\_\_\_ (Remedial Action Costs), the Parties shall utilize the dispute resolution procedure set forth below.

a. Upon receipt of Ecology's project coordinator's written decision or the itemized billing statement, Chevron has fourteen (14) days within which to notify Ecology's project coordinator in writing of its objection to the decision or itemized statement.

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute. If the project coordinators cannot resolve the dispute within fourteen (14) days, Ecology's project coordinator shall issue a written decision.

c. Chevron may then request regional management review of the decision. This request shall be submitted in writing to the Southwest Region Toxics Cleanup Section Manager within seven (7) days of receipt of Ecology's project coordinator's written decision.

d. The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute within thirty (30) days of Chevron's request for review. The Section Manager's decision shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

**K. Extension of Schedule**

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on Chevron to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

- a. Circumstances beyond the reasonable control and despite the due diligence of Chevron including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Chevron:
- b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or
- c. Endangerment as described in Section VIII. \_\_\_\_ (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Chevron.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give Chevron written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII. \_\_\_\_ (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

- a. Delays in the issuance of a necessary permit which was applied for in a timely manner;
- b. Other circumstances deemed exceptional or extraordinary by Ecology; or
- c. Endangerment as described in Section VIII.\_\_\_\_ (Endangerment).

**L. Amendment of Order**

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII.\_\_\_\_ (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and Chevron. Chevron shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request for amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.\_\_\_\_ (Resolution of Disputes).

**M. Endangerment**

In the event Ecology determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct Chevron to cease such activities for such period of time as it deems necessary to abate the danger. Chevron shall immediately comply with such direction.

In the event Chevron determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment, Chevron may cease

such activities. Chevron shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction Chevron shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Chevron's cessation of activities, it may direct Chevron to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to Section VIII. \_\_\_ (Endangerment), Chevron's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII. \_\_\_ (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

**N. Reservation of Rights**

This Order is not a settlement under Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against Chevron to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Chevron regarding remedial actions required by this Order, provided Chevron complies with this Order.

Ecology nevertheless reserves its rights under Chapter 70.105D RCW, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.



**O. Transfer of Interest in Property**

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Chevron without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to Chevron's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, Chevron shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, Chevron shall notify Ecology of said transfer. Upon transfer of any interest, Chevron shall restrict uses and activities to those consistent with this Order and notify all transferees of the restrictions on the use of the property.

**P. Compliance with Applicable Laws**

The agency makes the final determination on whether applicable permit or substantive requirements are "legally applicable" or "relevant and appropriate" under WAC 173-340-710(2).

1. All actions carried out by Chevron pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. At this time, no federal, state or local requirements have been identified as being applicable to the actions required by this Order.

2. Pursuant to RCW 70.105D.090(1), Chevron is exempt from the procedural requirements of Chapters 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals. However, Chevron shall comply with the substantive requirements of such permits or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this Section.

Chevron has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or Chevron determines that additional

permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or Chevron shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Chevron shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Chevron and on how Chevron must meet those requirements. Ecology shall inform Chevron in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Chevron shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the State to administer any federal law, the exemption shall not apply and Chevron shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

**Q. Indemnification**

Chevron agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property to the extent arising from or on account of acts or omissions of Chevron, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Chevron shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

### VIII. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon Chevron's receipt of written notification from Ecology that Chevron has completed the remedial activity required by this Order, as amended by any modifications, and that Chevron has complied with all other provisions of this Agreed Order.

### IX. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

- A. The Attorney General may bring an action to enforce this Order in a state or federal court.
- B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.
- C. In the event Chevron refuses, without sufficient cause, to comply with any term of this Order, Chevron will be liable for:
  - a. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply; and
  - b. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.
- D. This Order is not appealable to the Washington Pollution Control Hearings Board.

This Order may be reviewed only as provided under RCW 70.105D.060.

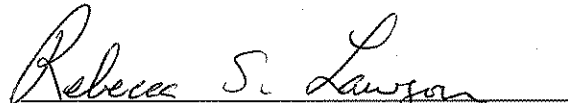
Effective date of this Order: April 30<sup>th</sup>, 2007

**Union Oil Company of California**



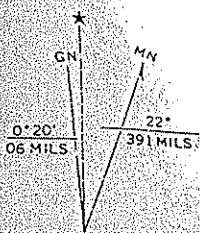
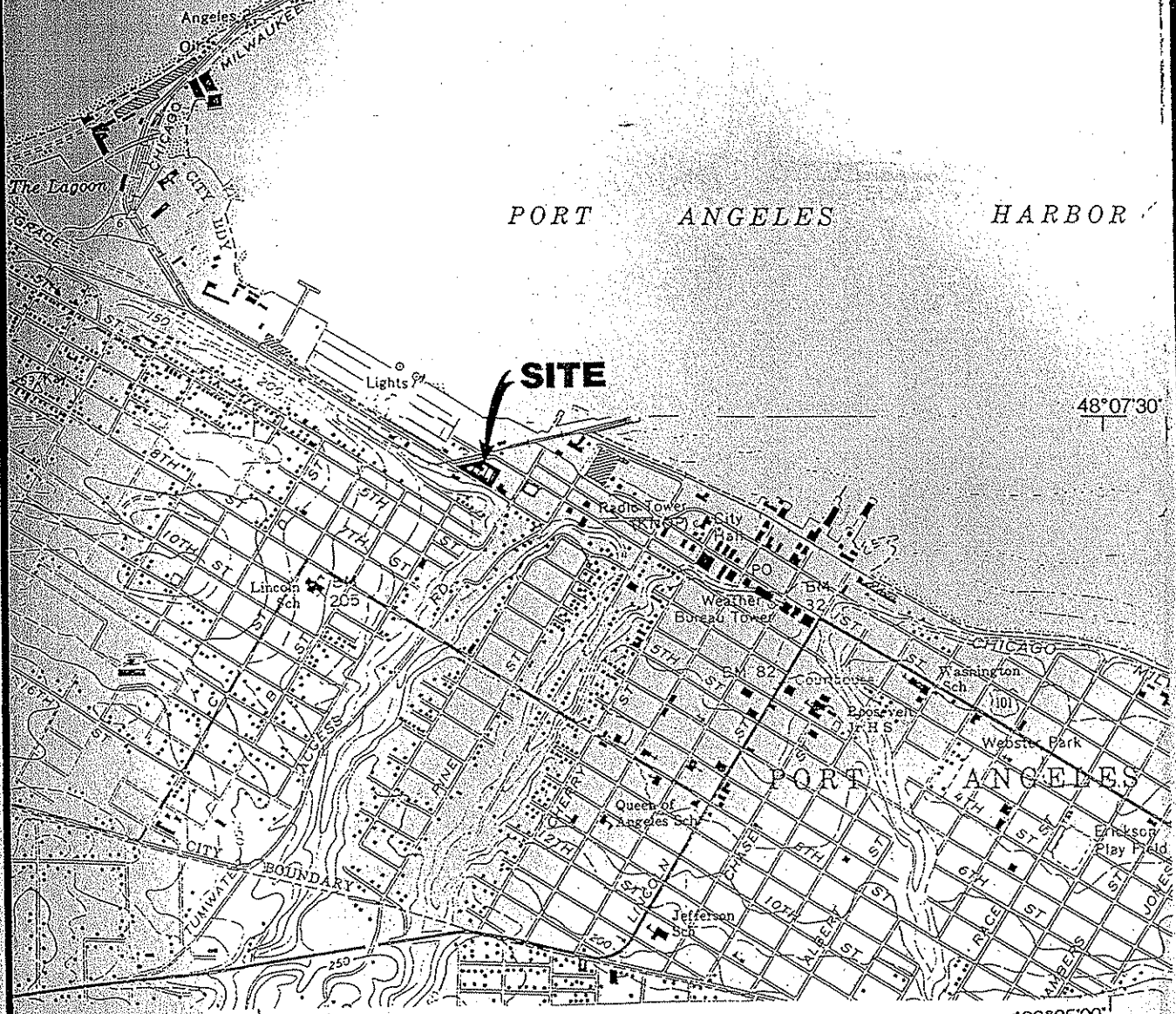
**Curtis Peck**  
Chevron Environmental Management Company  
Area Manager, Retail Business Unit  
6001 Bollinger Canyon Rd., San Ramon, CA  
(925) 842-3561

**STATE OF WASHINGTON,  
DEPARTMENT OF ECOLOGY**

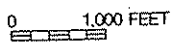


**Rebecca S. Lawson, P.E.**  
Section Manager  
Toxics Cleanup Program  
Southwest Regional Office  
(360) 407-6241

# EXHIBIT A - LOCAL MAP



SCALE 1:24,000



UTM GRID AND 1978 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

Reference: USGS 7.5' topographic quadrangle maps "Ediz Hook, Wash.," and "Port Angeles, Wash.," both photorevised 1978.

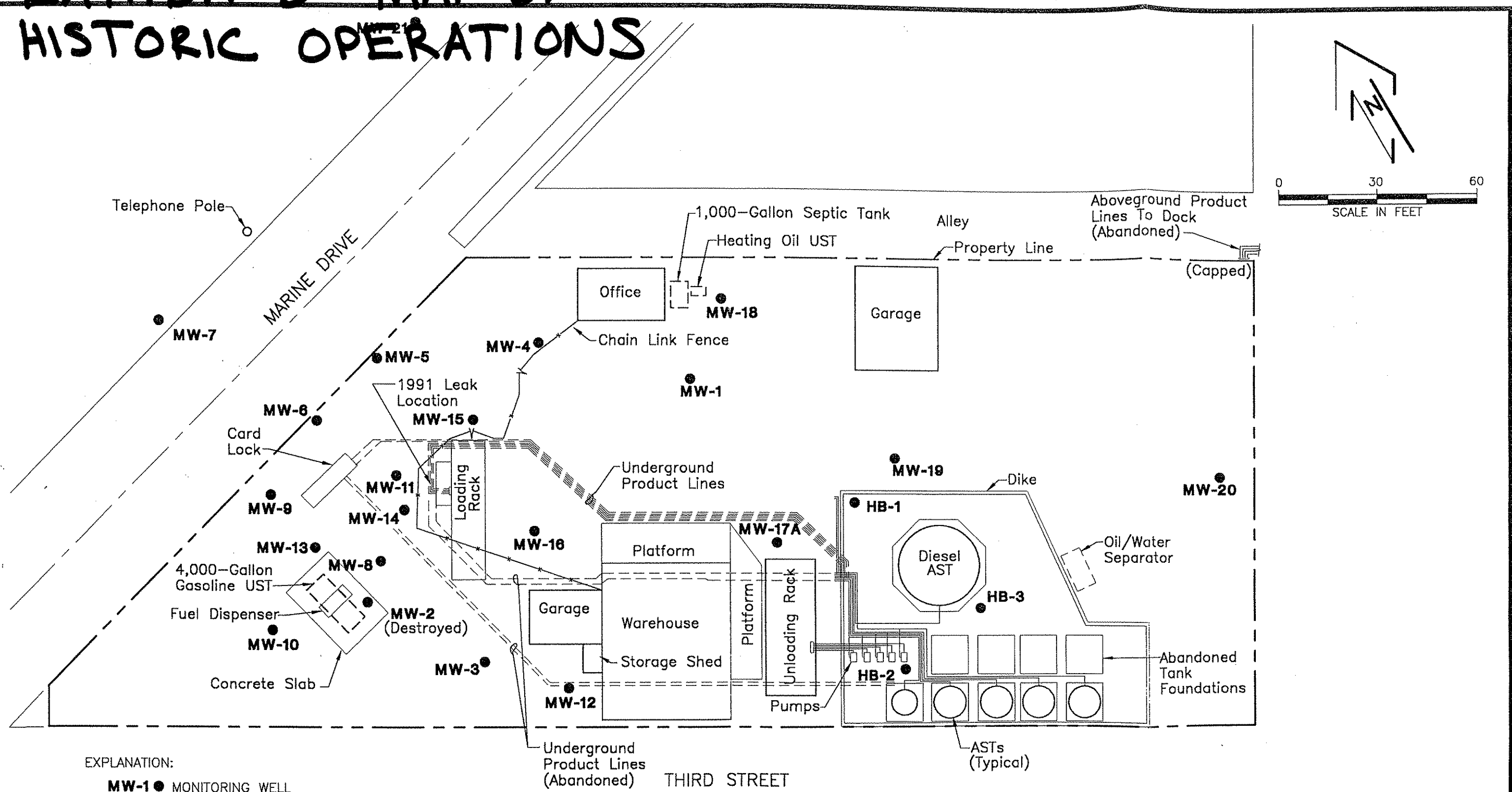
0161-009 ROA(CRW)BDH 9/24/92  
CRW-ANG 92343



VICINITY MAP

FIGURE 1

# EXHIBIT B - MAP OF HISTORIC OPERATIONS



**EXPLANATION:**

- MW-1 ●** MONITORING WELL
- UST** UNDERGROUND STORAGE TANK
- AST** ABOVEGROUND STORAGE TANK

Note: 1. The locations of all features shown are approximate.

Reference: Drawing entitled "General Arrangement, Marine Station, Third & 'A' Streets, Port Angeles, Wash.," by Unocal, revision dated 05/10/90.

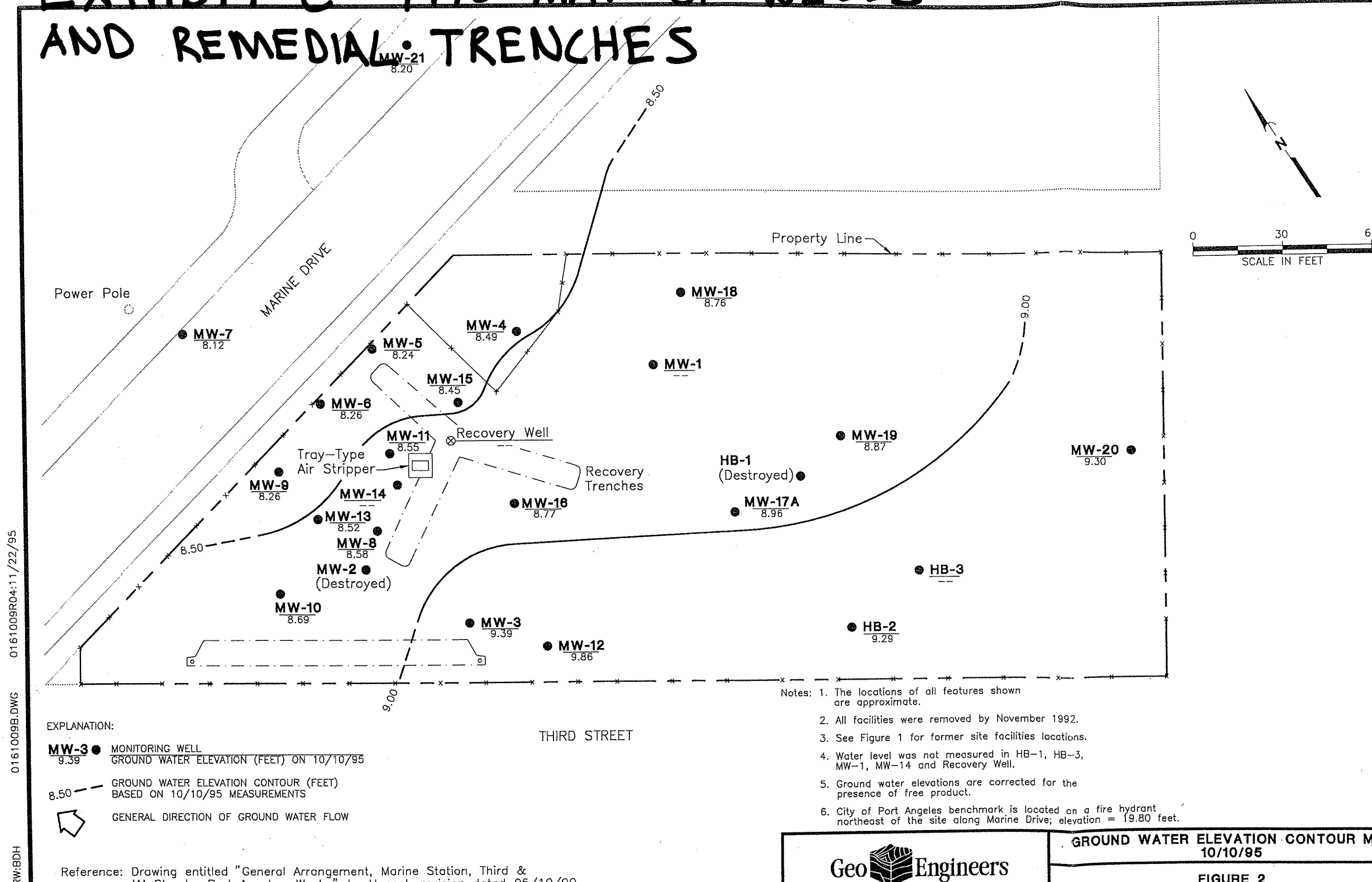


**SITE PLAN (AUGUST 1991)**

**FIGURE 1**

1-6-94

# EXHIBIT C - 1995 MAP OF WELLS AND REMEDIAL TRENCHES



0161009B.DWG 0161009R04:11/22/95 CRW:BDH

**EXPLANATION:**

- MW-3** ● MONITORING WELL  
9.39 GROUND WATER ELEVATION (FEET) ON 10/10/95
- 8.50 --- GROUND WATER ELEVATION CONTOUR (FEET)  
BASED ON 10/10/95 MEASUREMENTS
- ➔ GENERAL DIRECTION OF GROUND WATER FLOW

- Notes:
1. The locations of all features shown are approximate.
  2. All facilities were removed by November 1992.
  3. See Figure 1 for former site facilities locations.
  4. Water level was not measured in HB-1, HB-3, MW-1, MW-14 and Recovery Well.
  5. Ground water elevations are corrected for the presence of free product.
  6. City of Port Angeles benchmark is located on a fire hydrant northeast of the site along Marine Drive; elevation = 19.80 feet.

Reference: Drawing entitled "General Arrangement, Marine Station, Third & 'A' Streets, Port Angeles, Wash.," by Unocal, revision dated 05/10/90.

|  |  |
|--|--|
|  | GROUND WATER ELEVATION CONTOUR MAP<br>10/10/95 |
|  | FIGURE 2                                       |

# EXHIBIT D – SCOPE OF WORK

**1 Data Submittal Period**

A detailed file review and reconciliation of Chevron's and the Department of Ecology's (Ecology) files will occur and Chevron will submit to the Department (Ecology) any environmental data collected to date that is not already on file at the Southwest Regional Office. Ecology and Chevron will identify any data gaps not addressed in previous environmental studies for inclusion in the Remedial Investigation (RI) work plan.

**2 Draft Remedial Investigation Work Plan**

A draft Remedial Investigation (RI) Work Plan will be submitted by Chevron and will address such data gaps identified by Ecology, as necessary, to better characterize the extent, distribution and sources of hazardous substances detected at the Site. The RI work plan will call out specifically the data needed to evaluate the need for and install an interim free product removal system. The RI work plan will also include a schedule for implementing the associated work. The RI work plan will also include provisions for QA/QC, a sampling and analysis plan and a health and safety plan per WAC 173-340-350(7)(c)(iv).

**3 Final Remedial Investigation Work Plan**

Chevron shall submit a final RI Work Plan, for Ecology's approval, addressing Ecology's comments on the draft work plan. (MAY 2007)

Ecology recognizes that more than one phase of the RI may be necessary based on data collected. If additional characterization is needed, Chevron will present work plans for additional investigation to Ecology in draft form. A final work plan will subsequently be submitted with revisions according to Ecology's comments on the draft plan.

**4 Work Plan for Interim Free Product Recovery System**

A draft interim remedial action work plan will be submitted by Chevron proposing the installation of a free product recovery system as negotiated with Ecology and based on data evaluated during work items 1-3.

A final interim action work plan will be submitted for Ecology's approval, addressing Ecology's comments on the draft plan. (JUNE 2007)

**5 Implement the Approved Remedial Investigation**

Chevron will implement the RI according to the approved Final RI Work Plan. (SUMMER 2007)

**6 Draft Remedial Investigation Report**

Chevron will submit a draft RI Report documenting the implementation and results of the RI for Ecology's review and comment.

**7 Final Remedial Investigation Report**

Chevron will submit a final RI report, for Ecology's approval, addressing Ecology's comments on the draft report. (FALL 2007)

**8 Draft Feasibility Study Report**

Using data collected in previous environmental studies as well as the RI, Chevron will perform a Feasibility Study to develop and evaluate cleanup action alternatives. The draft Feasibility Study Report will be developed according to standards in WAC 173-340-350, and will be submitted to Ecology for comment and approval.

The cleanup remedies evaluated shall protect human health and the environment, including terrestrial and aquatic receptors identified in the RI. Cleanup remedies shall eliminate, reduce, or otherwise control risks posed through each exposure pathway and migration route. Residual threats that accompany each alternative shall be evaluated to determine if remedies protective of human health are also protective of ecological receptors. The feasibility study shall include at least one permanent cleanup alternative to serve as a baseline against which other alternatives shall be evaluated.

**9 Final Feasibility Study Report**

Chevron will submit a final Feasibility Study report, for Ecology's approval, addressing Ecology's comments on the draft report. (WINTER 2008)



# **EXHIBIT E- SUBSTANTIVE PERMIT REQUIREMENTS**

At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this Section.

Chevron has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or Chevron determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or Chevron shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Chevron shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Chevron and on how Chevron must meet those requirements. Ecology shall inform Chevron in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Chevron shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.