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DEPARTMENT OF ECOLOGY
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September 3, 2021

Rob Anderson
Scougal Rubber Corporation
6239 Corson Avenue South
Seattle, WA 98108

Re: No Further Action at the following Site:

- **Site Name:** Scougal Rubber Corporation
- **Site Address:** 6239 Corson Avenue South, Seattle, Washington
- **Facility/Site No.:** 93637295
- **VCP Project No.:** NW1707

Dear Rob Anderson:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Scougal Rubber Corporation facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70A.305D RCW.

Issue Presented and Opinion

Is further remedial action necessary to clean up contamination at the Site?

NO. Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70A.305D RCW, and its implementing regulations, Chapter

173-340 WAC (collectively "substantive requirements of MTCA"). The analysis is provided below.

Description of the Site

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following releases:

- Gasoline, diesel, oil, tetrachloroethene, trichloroethene, 1,2-dichloroethene, and vinyl chloride into the soil and groundwater.

Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note a parcel of real property can be affected by multiple sites. At this time, we have no information that the parcel(s) associated with this Site are affected by other sites.

Basis for the Opinion

This opinion is based on the information contained in the following documents:

1. Phase II Environmental Assessment – Scougal Rubber Company – Seattle, Washington by Applied Geotechnology and dated May 21, 1991
2. Independent Remedial Action Report – Scougal Rubber Property – Seattle, Washington by the RETEC Group and dated March 28, 2002
3. Final Remedial Action Plan – Scougal Rubber – Seattle, Washington by Pacific Groundwater Group and dated February 14, 2007
4. Technical-Memorandum - Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated January 22, 2009
5. Technical Memorandum – Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated September 20, 2011
6. Technical Memorandum – Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated December 3, 2012
7. Technical Memorandum – Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated November 13, 2013
8. Technical Memorandum – Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated December 15, 2014

9. Technical Memorandum – Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated December 14, 2015
10. Scougal Rubber Facility Final Remediation Plan by Pacific Groundwater Group and dated November 2016
11. Technical Memorandum – Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated December 15, 2017
12. Technical Memorandum – Scougal Rubber Remedial Action Update by Pacific Groundwater Group and dated August 12, 2019

A number of these documents are accessible in electronic form from the Site webpage https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=6894. The complete records are stored in the Central Files of the Northwest Regional Office of Ecology (NWRO) for review by appointment only. Visit our Public Records Request page [1], to submit a public records request or get more information about the process. If you require assistance with this process, you may contact the Public Records Officer at publicrecordsofficer@ecy.wa.gov or 360-407-6040.

This opinion is void if any of the information contained in those documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that no further remedial action is necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

1. Characterization of the Site.

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action. The Site is described above and in **Enclosure A.**

In January of 1991, five hand augered soil borings and three monitoring wells were installed on site. Soil samples were collected from all five soil borings and one monitoring well and analyzed for gasoline, diesel, total petroleum hydrocarbons, ethylbenzene, toluene, xylene, methylene chloride, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and 1,1,1-trichloroethane. Gasoline was not detected in any of the six soil samples while diesel was detected in one hand-augered soil sample and in the monitoring well soil sample. The former concentration was below the cleanup level while the latter concentration exceeded the cleanup level. The monitoring well soil sample was analyzed for total petroleum hydrocarbons. Total petroleum hydrocarbons were

[1] https://ecology.wa.gov/Footer/Public-records-requests

detected at a concentration above the cleanup level. Ethylbenzene, toluene, xylene, methylene chloride, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and 1,1,1-trichloroethane were not detected in the five hand-augered soil samples except for tetrachloroethene in one sample and trichloroethene in three soil samples. All four concentrations were below the cleanup level. Toluene, xylene, methylene chloride, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and 1,1,1-trichloroethane were all detected in the monitoring well soil sample, with all concentrations below their respective cleanup levels. Ethylbenzene was not detected in the monitoring well soil sample. A groundwater sample was collected from each of the three groundwater monitoring wells and analyzed for petroleum hydrocarbons, acetone, chloroform, 1,2-dichloroethene, ethylbenzene, methylene chloride, toluene, 1,1,1-trichloroethane, trichloroethene, vinyl chloride, xylene, C8-C14 branched hydrocarbons, and butane. None of the analytes were detected in two of the groundwater samples. Only jpetroleum hydrocarbons, ethylbenzene, toluene, xylene, 1,2-dichloroethene, trichloroethene, and vinyl chloride were detected in the third groundwater sample. All seven concentrations exceeded their respective cleanup levels.

In March of 1991, five additional groundwater monitoring wells were installed on site. A groundwater sample was collected from each of the eight wells and analyzed for acetone, chloroform, 1,2-dichloroethene, ethylbenzene, methylene chloride, toluene, 1,1,1-trichloroethane, trichloroethene, vinyl chloride, xylene, C8-C14 branched hydrocarbons, and butane. Four of the samples were analyzed for gasoline and diesel. Gasoline and diesel were detected only in the sample from the same well that had a detection of petroleum hydrocarbons. Both concentrations exceeded their respective cleanup levels. Regarding the other analytes, four groundwater samples had no detections of any analyte. Acetone and butane were detected in one sample, acetone and chloroform were detected in a second, and 1,1,1-trichloroethane and trichloroethene were detected in a third groundwater sample, with the concentration of trichlorethene exceeding the cleanup level. Acetone, 1,2-dichloroethene, ethylbenzene, methylene chloride, toluene, trichloroethene, vinyl chloride, xylene, and C8-C14 branched hydrocarbons were detected in the fourth sample, which had also had the detections of gasoline and diesel. The six volatile organic compound detections for which there was a cleanup level all exceeded their respective cleanup levels.

In October of 1991 and April of 1992, grab groundwater samples were collected from two soil borings and analyzed for petroleum hydrocarbons and volatile organic compounds. Petroleum hydrocarbons were detected in both groundwater samples. Neither concentration exceeded the cleanup level. Xylene, toluene, ethylbenzene, trichloroethene, 1,1,1-trichloroethane, and vinyl chloride were detected in both groundwater samples. Benzene and 2-butanone were detected in one or the other of the two groundwater samples. All concentrations were below cleanup standards.

In April of 1992, one new groundwater monitoring well was installed and a groundwater sample collected. The sample was analyzed for diesel and volatile organic compounds. At the same time, groundwater samples were collected from two existing wells and analyzed for diesel, benzene, ethylbenzene, toluene, and xylene. None of the analytes were detected in the two existing wells. Benzene, ethylbenzene, toluene, xylene, 1,1-dichloroethene, trichloroethene, and vinyl chloride were detected in the new well. All concentrations appeared to exceed their respective cleanup levels.

In December of 1992, three soil borings and a surface soil sample were installed on the site. A soil sample from each was analyzed for petroleum hydrocarbons and volatile organic compounds. Petroleum hydrocarbons were not detected in any of the three soil boring samples. The surface soil sample was not analyzed for petroleum hydrocarbons. Of the volatile organic compounds, trichloroethene was detected in all three soil samples and methylene chloride in two soil samples. Toluene and tetrachloroethene were detected only in the surface soil sample. All concentrations did not exceed the cleanup level.

In July of 1993, two additional groundwater monitoring wells were installed on site. Groundwater samples were collected from both wells and one existing well and analyzed for diesel and volatile organic compounds. Diesel was detected in all three samples. Trichloroethene and vinyl chloride were detected in all three samples. Ethylbenzene, toluene, xylene, and 2-butanone were detected in one sample while tetrachloroethene, 1,1-dichloroethene, 1,1-dichloroethane, and chloroethane were detected in a second sample. All concentrations of trichloroethene and vinyl chloride exceeded the cleanup standards.

In August of 1993, two additional groundwater monitoring wells were installed on site. A groundwater sample was collected from each well and analyzed for volatile organic compounds. One sample was also analyzed for diesel. Only diesel and vinyl chloride were detected in the sample. Both concentrations exceeded the cleanup level. In the other sample, tetrachloroethene, trichloroethene, 1,2-dichloroethene (total), and vinyl chloride were detected. All concentrations in the second sample exceeded the cleanup level.

In October of 1993, two monitoring wells were installed on site and two soil samples were collected from one well. The samples were analyzed for volatile organic compounds. Trichloroethene, 1,2-dichloroethene (total), and 2-butanone were detected in both soil samples. Vinyl chloride, 1,1,1-trichloroethane, and 1,1,2,2-tetrachloroethane were detected in the deeper soil sample but not in the shallower soil sample. Tetrachloroethene was detected in the shallower soil sample but not in the deeper soil sample. All soil concentrations did not exceed the cleanup level. Groundwater samples were collected from both new wells and one existing well. The new

wells were analyzed for volatile organic compounds and the existing well for volatile organic compounds diesel. Diesel was detected in the one sample, with the concentration below the cleanup standard. No volatile organic compounds were detected in one new sample while trichloroethene, 1,2-dichloroethene (total), and vinyl chloride were detected in the other new well and the existing well. Trichloroethene and vinyl chloride concentrations exceeded the cleanup levels.

In February of 1994, one new groundwater monitoring well was installed on site. A groundwater sample was collected and analyzed for diesel, chloroform, 1,1,1-trichloroethane, 1,1-dichloroethane, tetrachloroethene, trichloroethene, 1,1-dichloroethene, 1,2-dichloroethene (total), and vinyl chloride. None of the volatile organic compounds were detected in the sample. Diesel was detected but the concentration was below the cleanup level. At the same time, four existing wells were sampled and the samples analyzed for the same analytes. Two samples had no detections of volatile organic compounds but had detections of diesel while one sample had detections of vinyl chloride and diesel. The fourth sample had detections of tetrachloroethene, trichloroethene, 1,1-dichloroethene, vinyl chloride, 1,1-dichloroethane, and diesel. All diesel concentrations were below the cleanup level.

In June and September of 1994, the same five groundwater monitoring wells were sampled. The June groundwater samples were analyzed for chloroform, 1,1,1-trichloroethane, 1,1-dichloroethane, tetrachloroethene, trichloroethene, 1,1-dichloroethene, 1,2-dichloroethene (total), and vinyl chloride while the September groundwater samples were analyzed for trichloroethene and vinyl chloride only. Chloroform, 1,1,1-trichloroethane, 1,1-dichloroethane, tetrachloroethene, trichloroethene, 1,1-dichloroethene, 1,2-dichloroethene (total), and vinyl chloride were not detected in four of the samples. The fifth sample had detections of trichloroethene and vinyl chloride in both rounds of sampling.

In October of 1994, and March and June of 1995, five existing groundwater monitoring wells were sampled, with the samples being analyzed for trichloroethene and vinyl chloride. Trichloroethene was detected in fourteen of fifteen samples while vinyl chloride was detected in twelve of fifteen samples. In March of 1995, groundwater samples from two additional wells were also analyzed for trichloroethene and vinyl chloride. Vinyl chloride was not detected in either sample while trichloroethene was detected in one of the two samples.

In November of 1995, the six most recent groundwater wells and one earlier groundwater well were sampled and the samples analyzed for volatile organic compounds. Ethylbenzene was not detected in any of the samples. Acetone was detected in one of seven samples and benzene was detected in four of seven samples. Chloroethane was detected in one sample and 2-butanone in two samples. Chloroform was detected in two samples and 1,1-dichloroethane in four samples.

Four samples had detections of 1,1-dichloroethene and six samples had detections of 1,2-dichloroethene (total). Tetrachloroethene was detected in three samples. Toluene was detected in three samples and 1,1,1-trichloroethane in one sample. Trichloroethene was detected in four samples, vinyl chloride in five samples, and toluene in two samples. One sample had not detections of any analyte.

In January of 1996, the most recently installed well (MW-16) was sampled and the sample analyzed for volatile organic compounds. Vinyl chloride, 1,2-dichloroethene (total), and 2-butanone were detected in the sample.

In May of 1996, groundwater samples were collected from the six most recently installed wells and well MW-4. Three samples were analyzed for fifteen volatile organic compounds while the other four samples were analyzed only for trichloroethene and vinyl chloride. In the four samples tested only for trichloroethene and vinyl chloride, trichloroethene was detected in all four samples and vinyl chloride was detected in one sample. In the three samples analyzed for fifteen volatile organic compounds, chloroethane, 1,1-dichloroethane, and 1,2-dichloroethene (total) were detected in one sample while chloroethane, 1,1,1-trichloroethane, acetone, and 2-butanone were detected in a second sample. No detections of any analyte were found in the third groundwater sample.

In August of 1996, monitoring wells MW-11, MW-13, and MW-14 were sampled and the samples analyzed for trichloroethene and vinyl chloride. In October of 1996, MW-14 was re-sampled, with the sample being analyzed for the same two analytes. Trichloroethene was detected in all four samples while vinyl chloride was detected only in both rounds in MW-14.

In February of 1997, monitoring wells MW-4 and MW-11 through MW-16 were sampled, with samples MW-12, MW-15, and MW-16 being analyzed for twelve volatile organic compounds and MW-4, MW-11, MW-13, and MW-14 analyzed only for trichloroethene and vinyl chloride. There were no detections of any analyte in the MW-15 and MW-16 samples. The MW-12 sample had detections only of 1,2-dichloroethene (total) and vinyl chloride. As for the samples analyzed only for trichloroethene and vinyl chloride, trichloroethene was detected in all four samples while vinyl chloride was detected only in the MW-14 sample.

In July of 1997, monitoring wells OW-10 and MW-11 through MW-16 were sampled and the samples analyzed for twelve volatile organic compounds. Benzene was detected in three samples and chloroethane in one sample. Total 1,2-dichloroethene was detected in six samples, 1,1-dichloroethane in four samples, and 1,1-dichloroethene in two samples. Tetrachloroethene was detected in three samples and toluene in one sample. Trichloroethene was detected in four samples, vinyl chloride in three samples, and 1,1,1-trichloroethane in one sample.

In September of 1999 and in January, May, and August of 2000, monitoring wells MW-11 through MW-16 were sampled, with the samples being analyzed for fifteen volatile organic compounds. MW-11 was not sampled in May of 2000. In September of 1999, acetone was detected in five samples and 2-butanone in one sample. 1,1-chloroethane was detected in three samples. 1,2-dichloroethene (total) was detected in four samples while 1,1-dichloroethene was detected in one sample. Tetrachloroethene was detected in one sample. Trichloroethene was detected in three samples and vinyl chloride was detected in three samples. Of the three samples, both analytes were detected in two samples and one of the analytes in each of two other samples. Monitoring wells MW-15 and MW-16 had no detections of any analyte except for acetone.

In January of 2000, benzene was detected in three samples. 1,1-dichloroethane was detected in two samples. 1,2-dichloroethene (total) was detected in five samples while 1,1-dichloroethene was detected in one sample. Tetrachloroethene was detected in three samples and 1,1,1-trichloroethane in one sample. Trichloroethene was detected in three samples and vinyl chloride in one sample.

In May of 2000, acetone was detected in all five samples and benzene in one sample. 1,1-dichloroethane was detected in three samples. 1,2-dichloroethene was detected in four samples while 1,1-dichloroethene was detected in one sample. Tetrachloroethene was detected in two samples. Trichloroethene was detected in two samples while vinyl chloride was detected in four samples.

In August of 2000, benzene was detected in three samples. 1,1-dichloroethane was detected in three samples. 1,2-dichloroethene was detected in five samples while 1,1-dichloroethene was detected in one sample. Tetrachloroethene was detected in two samples. Trichloroethene was detected in four samples while vinyl chloride was detected in three samples. MW-15 had no detections of any analyte in the August sampling.

In August of 2006, six groundwater wells (MW -4, OW-10, MW-11, MW-12, MW-13, and MW-14) were sampled and the samples analyzed for total petroleum hydrocarbons and volatile organic compounds. Gasoline was not detected in any of the six samples while diesel was detected in two of six samples and oil in one sample. One diesel concentration and the oil concentration exceeded their respective MTCA Method A standards. Trichloroethene was detected in all six samples while cis 1,2-dichloroethene was detected in five samples. Four of the trichloroethene concentrations and two of the cis 1,2-dichloroethene concentrations exceeded their respective MTCA Method A or Method B standards. Vinyl chloride and acetone were detected in four of the samples. All four vinyl chloride concentrations exceeded the MTCA Method A standard.

Tetrachloroethene was detected in three samples. 1,1-dichloroethane was detected in two samples while trans 1,2-dichloroethene, 1,1-dichloroethene, benzene, carbon disulfide, and methylene chloride were detected in one of the samples. All of the analytes, except for gasoline, tetrachloroethene, and methylene chloride, were detected in well OW-10. Oil, benzene, carbon disulfide, 1,1-dichloroethene, trans 1,2-dichloroethene were detected only in the sample from well OW-10.

In October of 2006, eight soil borings were installed on site. Eight soil samples were collected and analyzed for volatile organic compounds. Three of the soil samples were also analyzed for gasoline, diesel, and oil. Five groundwater grab samples were collected from five of the soil borings using a temporary screen in saturated soil and analyzed for volatile organic compounds. Two of the groundwater samples were also analyzed for gasoline, diesel, and oil. Gasoline, diesel, and oil were detected in two of the three soil samples analyzed. Both gasoline and diesel concentrations were below their respective MTCA Method A standards. One of the two oil concentrations exceeded the MTCA Method A standard. 1,1-dichloroethene, trans 1,2-dichloroethene, and vinyl chloride were not detected in any of the soil samples. Trichloroethene was detected in all eight soil samples while cis 1,2-dichloroethene was detected in six soil samples. Seven of eight trichloroethene concentrations exceeded the MTCA Method A standard while all six cis 1,2-dichloroethene concentrations were below the MTCA Method B standard. Tetrachlorethene was detected in five soil samples while toluene was detected in four soil samples. Two of the five tetrachloroethene concentrations exceeded the MTCA Method A standard. Xylenes were detected in three soil samples, ethylbenzene in two soil samples, and benzene in one soil sample. Gasoline, diesel, and oil were not detected in either of the groundwater samples analyzed for them. Benzene, ethylbenzene, and xylene were not detected in any of the five groundwater samples. Trichloroethene and cis 1,2-dichloroethene were detected in all five groundwater samples. All five trichloroethene concentrations and one of five cis 1,2-dichloroethene concentrations exceeded their respective MTCA Method A or Method B standards. Tetrachloroethene and toluene were detected in the same sample and, individually, in one other sample. One of two tetrachloroethene concentrations exceeded the MTCA Method A standard. 1,1-dichloroethene and vinyl chloride were detected in one sample (the same sample). The vinyl chloride concentration exceeded the MTCA Method A standard.

In May of 2013, five soil samples were collected in the area of the paint booth and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Cis 1,2-dichloroethene and vinyl chloride were not detected in any of the samples. Trichloroethene was detected in three samples, with all concentrations exceeding the MTCA Method A standard. Tetrachloroethene was detected in two

samples, with one concentration equal to, and the other concentration exceeding, the MTCA Method A standard.

In March of 2015, seven additional soil samples were collected from the Mix Room and the Main Plant and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. None of the analytes were detected in any of the soil samples, with the exception of one detection of trichloroethene at a concentration below the MTCA Method A standard. Grab groundwater samples were collected from six of the seven soil borings and analyzed for the same analytes. Tetrachloroethene and vinyl chloride were not detected in any groundwater sample. Cis 1,2-dichloroethene was detected in three groundwater samples, with all concentrations below the MTCA Method B standard. Trichloroethene was detected in all six groundwater samples, with the concentrations in two samples exceeding the MTCA Method A standard.

In December of 2016, fifteen soil samples were collected in the area of the North Yard and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Tetrachloroethene and vinyl chloride were not detected in any of the soil samples. Cis 1,2-dichloroethene was detected in two soil samples, with both concentrations below the MTCA Method B standard. Trichloroethene was detected in thirteen of fifteen soil samples, with all concentrations exceeding the MTCA Method A standard.

2. Establishment of cleanup standards.

Ecology has determined the cleanup levels and points of compliance you established for the Site meet the substantive requirements of MTCA.

Soil

Gasoline – 100 mg/Kg
Diesel – 2,000 mg/Kg
Oil – 2,000 mg/Kg
Tetrachloroethene – 0.05 mg/Kg
Trichloroethene – 0.03 mg/Kg
Cis 1,2-dichloroethene – 160 mg/Kg (Method B)
Vinyl chloride – 0.67 mg/Kg

Groundwater

Gasoline – 1,000 µg/l
Diesel – 500 µg/l
Oil – 500 µg/l
Tetrachloroethene – 5 µg/l
Trichloroethene – 5 µg/l
Cis 1,2-dichloroethene – 16 µg/l (Method B)
Vinyl chloride – 0.2 µg/l

Note: tetrachloroethene was used as a mold degreasing agent for the molds used to mold rubber.

A standard horizontal point of compliance, the property boundary, was used for soil contamination.

A standard vertical point of compliance, fifteen feet, for soils was established in the soils throughout the site from the ground surface to fifteen feet below the ground surface. Fifteen feet is protective for direct contact with the contaminated soil.

A standard vertical point of compliance, from the uppermost level of the saturated zone to the lowest depth that could potentially be affected, was used for groundwater contamination.

3. Selection of cleanup action.

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA.

The method selected – excavation of the underground storage tanks and contaminated soil and transporting the soil off-site to a permitted facility, followed by soil vapor extraction, followed by in-situ chemical oxidation using ozone, followed by in-situ chemical oxidation using potassium permanganate – meets the minimum requirements for cleanup actions by providing a permanent solution, immediate restoration time frame, provides for confirmation monitoring, and protects human health and the environment.

4. Cleanup.

Ecology has determined the cleanup you performed meets the cleanup standards established for the Site. This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

In December of 1989, five underground storage tanks were excavated and taken off site. In March of 1990, three soil confirmation samples were collected from the sides and bottom of the excavation and analyzed for total petroleum hydrocarbons. One soil sample was analyzed for methyl ethyl ketone. Methyl ethyl ketone was not detected in the soil sample. Total petroleum hydrocarbons were detected in all three soil samples, with one concentration exceeding 1,000 mg/Kg and a second concentration exceeding 3,000 mg/Kg. The high concentrations were attributed to non-petroleum organics. The excavated soil was replaced in the excavation.

In February of 1992, 51 tons of contaminated soil was excavated from the former underground storage tank area and taken off-site to a permitted facility. Nine confirmation soil samples were collected and analyzed for diesel and volatile organic compounds. Six soil samples were also analyzed for oil. Diesel and oil were not detected in any of the soil samples except for one sample beneath a building footing. The concentrations of diesel and oil exceeded the cleanup levels but the soil could not be excavated due to its location. Volatile organic compounds were not detected in five of the soil samples. Trichloroethene was detected in three samples, with two of the concentrations estimated, and tetrachloroethene was detected in one sample, also with an estimated concentration.

From March of 1992 to February of 1994, groundwater was pumped from the above excavation and discharged to the City sewer. Soil vents were installed next to the barrel storage area.

In January of 1994, a soil vapor extraction system, consisting of six air injection wells and a horizontal extraction pipe, was installed on site. The system was shut down in April of 1995, then re-started in December of 1995. The system was again shut down in March of 1997 and re-started in January of 1998. The system was again shut down in June of 1999. Groundwater monitoring showed a rebound in contaminants following each shutdown.

In June of 1995, two hand-augered soil borings were installed next to the barrel storage area and four soil samples were collected. The four samples were analyzed for volatile

organic compounds. Trichloroethene was detected in all four soil samples while 1,2-dichloroethene (total) was detected in two samples and acetone was detected in one sample.

In June of 2007, forty cubic yards of contaminated soil was excavated and taken off site. Ten conformational soil samples were collected from the excavation and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Two soil samples were analyzed for diesel and oil. Three soil samples were analyzed for naphthalene and toluene and one soil sample was analyzed for diphenylamine. Diphenylamine was not detected in the one sample nor were naphthalene and toluene detected in the three samples analyzed. Diesel and oil were detected in one of the two samples analyzed but both concentrations were below their respective MTCA Method A standards. Vinyl chloride and cis 1,2-dichloroethene were not detected in any of the ten soil samples. Tetrachloroethene was detected in two soil samples, with both concentrations above the MTCA Method A standard. Trichloroethene was detected in six soil samples, with all six concentrations above the MTCA Method A standard.

In the same month, a potassium permanganate treatment system was installed, with six distribution pipes beneath the drum storage area and one distribution pipe next to the underground storage tank area. Over the next six months, 11,850 gallons of potassium permanganate solution were applied in six monthly installments. In June of 2008, six soil samples and three groundwater samples (MW-11, MW-12, and MW-14) were collected. The soil samples were analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. There were no detections of any analyte in any of the six soil samples. The three groundwater samples were analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, vinyl chloride, diesel, oil, manganese, and iron. Manganese was detected in all three groundwater samples and iron in two groundwater samples. Diesel was detected in all three groundwater samples and oil in two groundwater samples. All five concentrations were below their respective MTCA Method A standards. Tetrachloroethene was not detected in any of the three groundwater samples. Trichloroethene was detected in two groundwater samples, with both concentrations exceeding the MTCA Method A standard. Cis 1,2-dichloroethene was detected in two groundwater samples, with both concentrations below the MTCA Method B standard, while vinyl chloride was detected in one groundwater sample, with the concentration exceeding the MTCA Method A standard. In September of 2008, groundwater samples were collected from the same three wells. Manganese and iron were detected in all three groundwater samples, with one manganese concentration exceeding the MTCA Method A standard. Diesel was detected in two groundwater samples and oil in one groundwater sample, with all three concentrations below their respective MTCA Method A standards.

Tetrachloroethene was not detected in any of the three samples while trichloroethene was detected in two samples, with both concentrations exceeding the MTCA Method A standard. Cis 1,2-dichloroethene and vinyl chloride were both detected in one sample and, separately, each in one other sample. Both concentrations of cis 1,2-dichloroethene were below the MTCA Method B standard while both concentrations of vinyl chloride exceeded the MTCA Method A standard.

In May of 2009, three soil samples were collected from near the East Warehouse and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Trichloroethene, cis 1,2-dichloroethene, and vinyl chloride were not detected in any of the three soil samples. Tetrachloroethene was detected in one soil sample, with a concentration below the MTCA Method A standard. Six groundwater samples were collected downgradient of the East Warehouse and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Trichloroethene was detected in two samples while cis 1,2-dichloroethene was detected in a third sample. All three concentrations were below their respective MTCA Method A or Method B standards. Tetrachloroethene and vinyl chloride were not detected in any of the six groundwater samples. The top foot of soil near the East Warehouse was then excavated and a perforated pipe installed in the excavation. 450 gallons of potassium permanganate solution was applied to the area through the pipe. In March of 2011, three soil samples were collected from the treated area and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. There were no detections of any of the analytes in any of the three samples.

In May of 2009, an ozone injection system was installed on site, with sixteen injection points, eight in soil and eight in groundwater. Three additional injection points were installed in June of 2010. Operation of the system began in June of 2009 and ended in 2016. In January of 2009, prior to operation of the system, monitoring wells MW-11, MW-12, and MW-14 were sampled, with the samples being analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. None of the analytes were detected in MW-12. Trichloroethene was detected in MW-11 at a concentration exceeding the MTCA Method A standard. All four analytes were detected in MW-14, with the concentrations of trichloroethene and vinyl chloride exceeding their respective MTCA Method A standards. MW-14 was selected as the monitoring well for the ozone injection system. The samples were analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride.
In July of 2009, all four analytes were detected with trichloroethene and vinyl chloride concentrations exceeding their respective MTCA Method A standards. In September of 2009, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride were detected with the

concentrations of trichloroethene and vinyl chloride exceeding their respective MTCA Method A standards.

In December of 2009, all four analytes were detected with only the concentration of vinyl chloride exceeding the MTCA Method A standard. In January and March of 2010, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride were detected with only the concentration of vinyl chloride exceeding the MTCA Method A standard. In April of 2010, only trichloroethene was detected with a concentration below the MTCA Method A standard.

In May of 2010, all three wells (MW-11, MW-12, and MW-14) were sampled. There were no detections of any analytes in MW-11 or MW-12). Trichloroethene and vinyl chloride were detected in MW-14 with only the concentration of vinyl chloride exceeding the MTCA Method A standard.

In September of 2010, only MW-14 was sampled. There were no detections of any analyte in MW-14. In October of 2010 only trichloroethene and vinyl chloride were detected in MW-14 with the concentration of vinyl chloride exceeding the MTCA Method A standard.

In March and May of 2011, all four analytes were detected in MW-14 but none of the concentrations exceeded their respective MTCA Method A or Method B standards.

In July of 2011, only trichloroethene was detected in MW-14 at an estimated concentration below the MTCA Method A standard.

In September of 2011, three groundwater wells (MW-11, MW-12, and MW-14) were sampled. Trichloroethene was detected in MW-11 and MW-14 with both concentrations below the MTCA Method A standard. Vinyl chloride was detected in MW-12 and MW-14 with both concentrations exceeding the MTCA Method A standard.

In November of 2011, four wells (MW-11, MW-12, MW-13, and MW-14) were sampled. Tetrachloroethene was detected in MW-13 and MW-14 with estimated concentrations below the MTCA Method A standard. Trichloroethene was detected in all four groundwater samples with the concentration in MW-13 exceeding the MTCA Method A standard. Cis 1,2-dichloroethene was detected in MW-13 and MW-14 with both concentrations below the MTCA Method B standard. Vinyl chloride was detected in MW-12, MW-13, and MW-14 with all concentrations exceeding the MTCA Method A standard.

In June of 2013, the same four wells were sampled and the samples analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Tetrachloroethene and cis 1,2-dichloroethene were not detected in any of the four samples. Trichloroethene was detected in MW-11, MW-13, and MW-14, with all three concentrations exceeding the MTCA Method A standard. Vinyl chloride was detected in MW-13 and MW-14 with both concentrations exceeding the MTCA Method A standard.

In November of 2014, the same four wells were sampled and the samples analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Tetrachloroethene was not detected in any of the four samples. Trichloroethene was detected in MW-13 and MW-14, with the concentration in MW-13 exceeding the MTCA Method A standard. Cis 1,2-dichloroethene and vinyl chloride were detected in MW-13, with the concentration of vinyl chloride exceeding the MTCA Method A standard.
In December of 2016, five groundwater monitoring wells (MW-11, MW-12, MW-13, MW-14, and MW-17) were sampled and the samples analyzed for tetrachloroethene, trichloroethene, cis1,2-dichloroethene, and vinyl chloride. Tetrachloroethene was not detected in any sample. Cis 1,2-dichloroethene was detected in MW-17, with a concentration below the MTCA Method B standard. Vinyl chloride was detected in MW-14, with a concentration exceeding the MTCA Method A standard. Trichloroethene was detected in MW-11, MW-13, MW-14, and MW-17, with all concentrations above the MTCA Method A standard.

In April of 2017, 450 cubic yards of contaminated soil were excavated from the North Yard and taken off site to a permitted facility. Seventeen confirmation soil samples were collected from the excavation and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Tetrachloroethene, cis 1,2-dichloroethene, and vinyl chloride were not detected in any of the soil samples. Trichloroethene was detected in five of the seventeen soil samples, with all five concentrations exceeding the MTCA Method A standard. An in-situ chemical oxidation system was installed in the excavation before it was backfilled. In October and November of 2017, 3000 gallons of potassium permanganate were injected into the soil.
In August of 2017, the five wells (MW-11, MW-12, MW-13, MW-14, and MW-17) were sampled and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Tetrachloroethene was not detected in any of the five groundwater samples. Cis 1,2-dichloroethene was detected in MW-12, MW-13, MW-14, and MW-17, with all concentrations below the MTCA Method B standard. Trichloroethene was detected in MW-11, MW-13, MW-14, and MW-17, with all concentrations above the MTCA Method A standard. Vinyl chloride was detected in MW-12, MW-13, MW-14, and MW-17, with all concentrations above the MTCA Method A standard.
In October of 2017, three wells (MW-12, MW-13, and MW-14) were analyzed for the same analytes. Tetrachloroethene was not detected in any of the three samples. Cis 1,2-dichloroethene was detected in all three samples, with all three concentrations below the MTCA Method B standard. Trichloroethene was detected in MW-13 and MW-14, with both concentrations above the MTCA Method A standard. Vinyl chloride was detected in all three samples, with all three concentrations above the MTCA Method A standard.

In January, April, and June of 2018, and in February of 2019, additional injections of potassium permanganate – 3000 gallons per date – were made.

In April of 2018, five wells (MW-11, MW-12, MW-13, MW14, and MW-17) were sampled and the samples analyzed for tetrachloroethene, trichloroethene, cis 1m2-dichloroethene, and vinyl chloride. Tetrachloroethene was not detected in any of the samples. Cis 1,2-dichloroethene was detected in MW-12, with a concentration below the MTCA Method B standard. Vinyl chloride was detected in MW-12 and MW-14, with both concentrations above the MTCA Method A standard. Trichloroethene was detected in MW-11, MW-13, MW-14, and MW-17, with all four concentrations above the MTCA Method A standard.

In June of 2018, three groundwater wells (MW-13, MW-17, and OP-4D) were sampled and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Tetrachloroethene was not detected in any of the three samples. Cis 1,2-dichloroethene was detected in MW-13 and OP-4D, with both concentrations below the MTCA Method B standard. Vinyl chloride was detected in the same two wells, with both concentrations exceeding the MTCA Method A standard. Trichloroethene was detected in the same two wells, with the concentration in MW-13, exceeding the MTCA Method A standard.

In August of 2018, two groundwater wells (MW-11 and MW-13) were sampled and the samples analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Cis 1,2-dichloroethene was detected in MW-13, with a concentration below the MTCA Method B standard while vinyl chloride was detected in the same well with a concentration exceeding the MTCA Method A standard. Trichloroethene was detected in both MW-11 and MW-13, with both concentrations exceeding the MTCA Method A standard.

In February of 2019, five groundwater monitoring wells (MW-11, MW-12, MW-13, MW-14, and MW-7) were sampled and the samples analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, and vinyl chloride. Tetrachloroethene was not detected in any of the five samples. Cis 1,2-dichloroethene was detected in MW-13 and MW-17, with both concentrations below the MTCA Method B standard. Vinyl chloride was detected in MW-12, MW-13, and MW-14, with all three concentrations exceeding the MTCA Method A standard. Trichloroethene was detected in MW-11, MW-13, MW-14, and MW-17, with the concentrations in MW-14 and MW-17 exceeding the MTCA Method A standard.

In July of 2019, the same five groundwater wells were sampled and analyzed for the same analytes. Tetrachloroethene was not detected in any of the five samples. Cis 1,2-dichloroethene was detected in MW-13, MW-14, and MW-17, with all three concentrations below the MTCA Method B standard. Vinyl chloride was detected in MW-13 and MW-14, with both concentrations exceeding the MTCA Method A standard. Trichloroethene was detected in MW-11, MW-13, MW-14, and MW-17, with all four concentrations exceeding the MTCA Method A standard.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. Compliance with institutional controls.

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances. The following institutional control is necessary at the Site:

- INSTITUTIONAL CONTROL #1 – restriction on property groundwater use.
- INSTITUTIONAL CONTROL #2 – restriction on adjoining property groundwater use

To implement those controls, Environmental Covenants have been recorded on the following parcels of real property in King County:

- 202404-9044 – Scougal Rubber
- 5367203760 – adjoining property (LaBossier)

Ecology approved the recorded Covenants. A copy of each Covenant is included in **Enclosure B**.

2. Performance of confirmational monitoring.

Confirmational monitoring is necessary at the Site to confirm the long-term effectiveness of the cleanup. The monitoring data will be used by Ecology during periodic reviews of post-cleanup conditions. Ecology has approved the monitoring plan you submitted. A copy of the plan is included in **Enclosure C**.

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will remove the Site from our Confirmed and Suspected Contaminated Sites List.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70A.305.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you

performed is substantially equivalent. Courts make that determination. *See* RCW 70A.305.080 and WAC 173-340-545.

3. State is immune from liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70A.305.170(6).

Termination of Agreement

Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (NW 1707).

For more information about the VCP and the cleanup process, please visit our VCP webpage [2]. If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at 360 – 407 - 7223 or e-mail at cmau461@ecy.wa.gov.

Sincerely,

Christopher Maurer

Christopher Maurer, P.E.
HQ - Toxics Cleanup Program

Enclosures (3): A – Site Description and Diagrams
B – Environmental Covenants for Institutional Controls
C– Confirmational Monitoring Plan

cc: Janet Knox, PGG
Tra Thai, Ecology

[2] http://www.ecy.wa.gov/vcp

Enclosure A

Site Description and Diagrams

POR SE 1/4 OF SEC 20-24-4 & OF NE 1/4 OF SEC 29-24-4 & POR OF L M COLLINS D C #46 & POR OF ABANDONED BED OF DUWAMISH RIVER DESIGNATED AS TRACTS 41 THRU 44 & TRS 65 THRU 69 OF COMMERCIAL WATERWAY NO 1 FIRST ADD MORE PARTICULARLY DAF - BEG SW COR TR 9 BLK A OF GEORGETOWN (VOL 6 PG 9) TH N 77-44-23 W 60 FT TH N 12-15-37 E PLW W LN OF SD BLK A 560 FT TO TPOB TH CONTG N 12-15-37 E 100 FT TO SLY LN OF TR OF LAND CONVEYED UNDER REC #8312300229 TH N 77-44-23 W ALG SD SLY LN 45.11 FT M/L TO E LN TR 67 TH CONTG N 77-44-23 W 73.84 FT TH N 03-32-43 W 98.66 FT TO NW COR OF TR OF LAND CONVEYED TO WESTERN BOWLING INC BY DEED REC UNDER AF #4771877 TH N 74-40-55 E ALG NLY LN SD TR 32.67 FT TH S 86-26-54 E 0.96 FT ALG NLY LN TO ANGLE PT OF SD TR TH N 25-13-16 W ALG WLY LN OF TR OF LAND CONVEYED TO EDWIN J CHURCH REC UNDER AF #7204100271 158.07 FT TO SLY LN S MICHIGAN ST TH S 68-33-17 W ALG SD SLY MGN OF S MICHIGAN ST 161.30 FT TO NE COR LOT 1 BLK 28 J R MCLAUGHLIN WATERFRONT ADD (VOL 13 PG 28) (SD PT ALSO BEING NWLY COR OF SD TR 44) TH S 16-07-33 E 40.17 FT TO SWLY COR SD TR 44 TH S 08-34-07 E 85.20 FT ALG WLY LNS OF SD TRS 43 & 42 TO NWLY COR SD TR 41 TH S 03-47-48 W 94.42 FT ALG WLY LN OF SD TR 41 TO SW COR THOF (SD PT AKA NE COR LOT 5 BLK 28 OF SD J R MCLAUGHLINS WATERFRONT ADD TH S 89-59-47 E ALG NLY LN OF SD LOT 5 PRODUCED ELY 115.03 FT TO WLY LN OF SD TR 68 SD PRODUCTION BEING S LN OF SD TR 41 TH S 01-13-00 E 63.07 FT ALG WLY LNS SD TRS 68 & 69 TO SW COR OF SD TR 69 TH S 77-44-23 E ALG SLY LN SD TR 69 & SD LN PRODUCED ELY 160.42 FT TO TPOB

Plat Block:

Plat Lot:

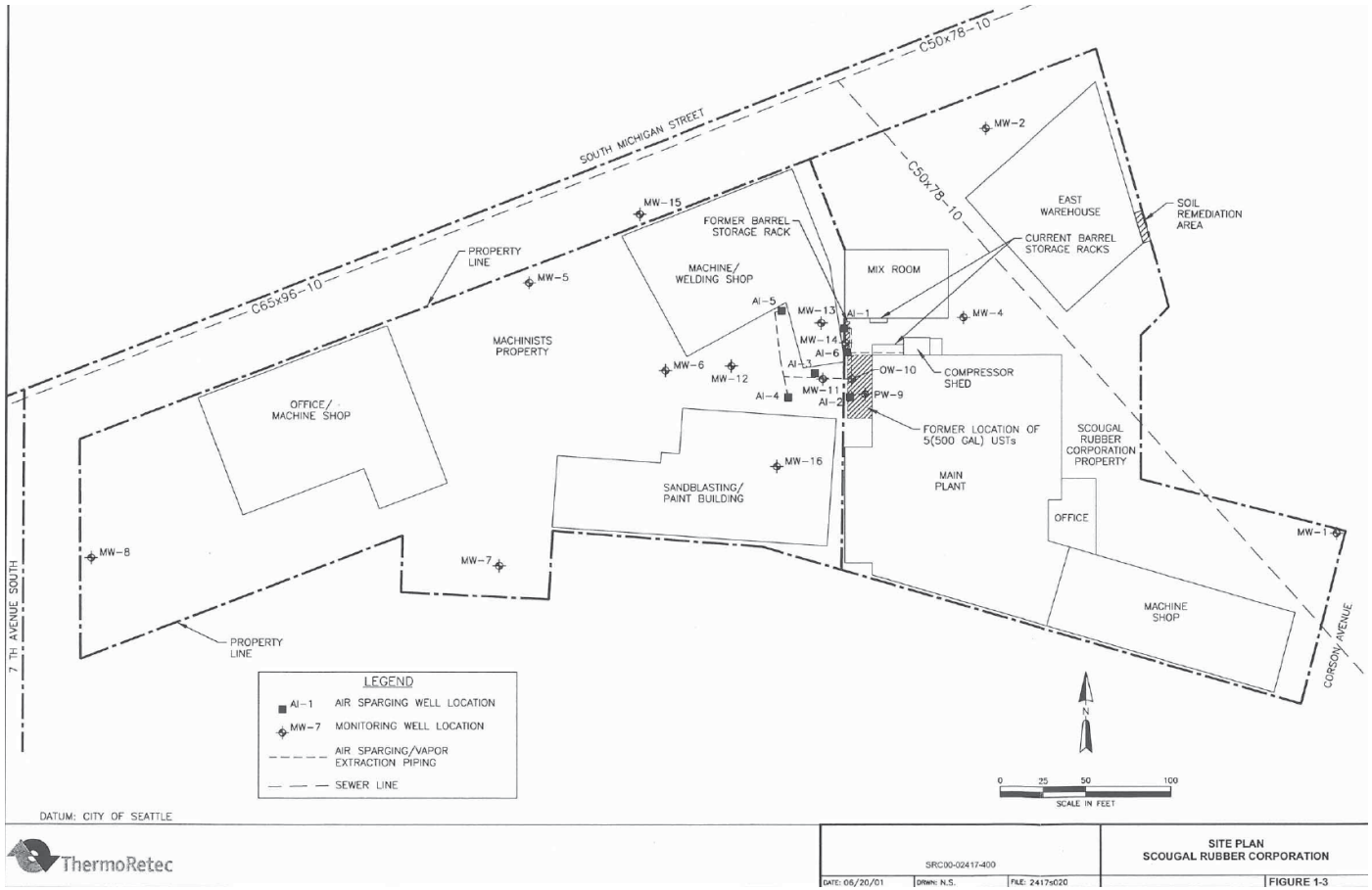
FIGURE 1
Regional
Location Map

PgG

JK0605

ThermoRetec

SCOUGAL RUBBER CORPORATION SEATTLE, WA SRC00-02417-400			VICINITY MAP FOR THE SCOUGAL RUBBER SITE
DATE: 06/25/01	DRWN: N.S.	FILE: Drawing2	FIGURE 1-1



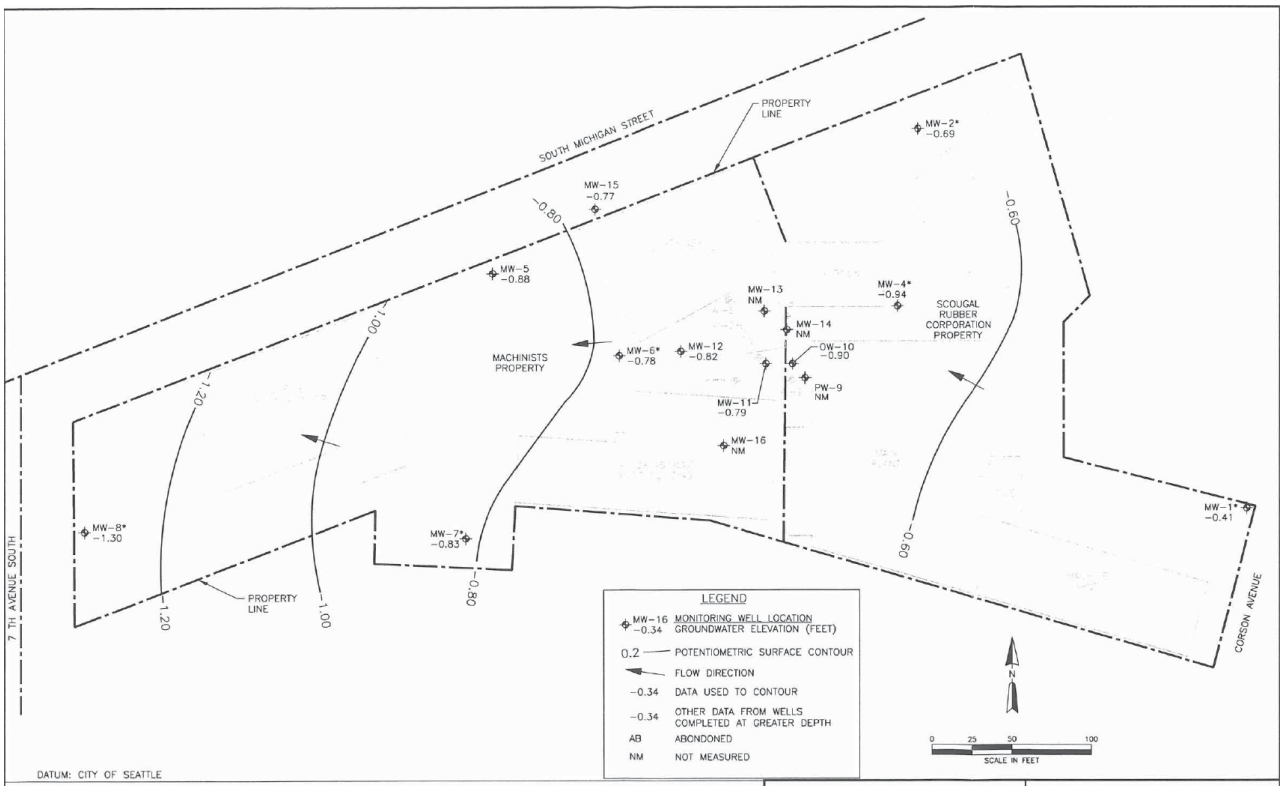
ThermoRetec

SRC00-02417-400

DATE: 06/20/01 | DRWN: N.S. | FILE: 2417s020

SITE PLAN
SCOUGAL RUBBER CORPORATION

FIGURE 1-3



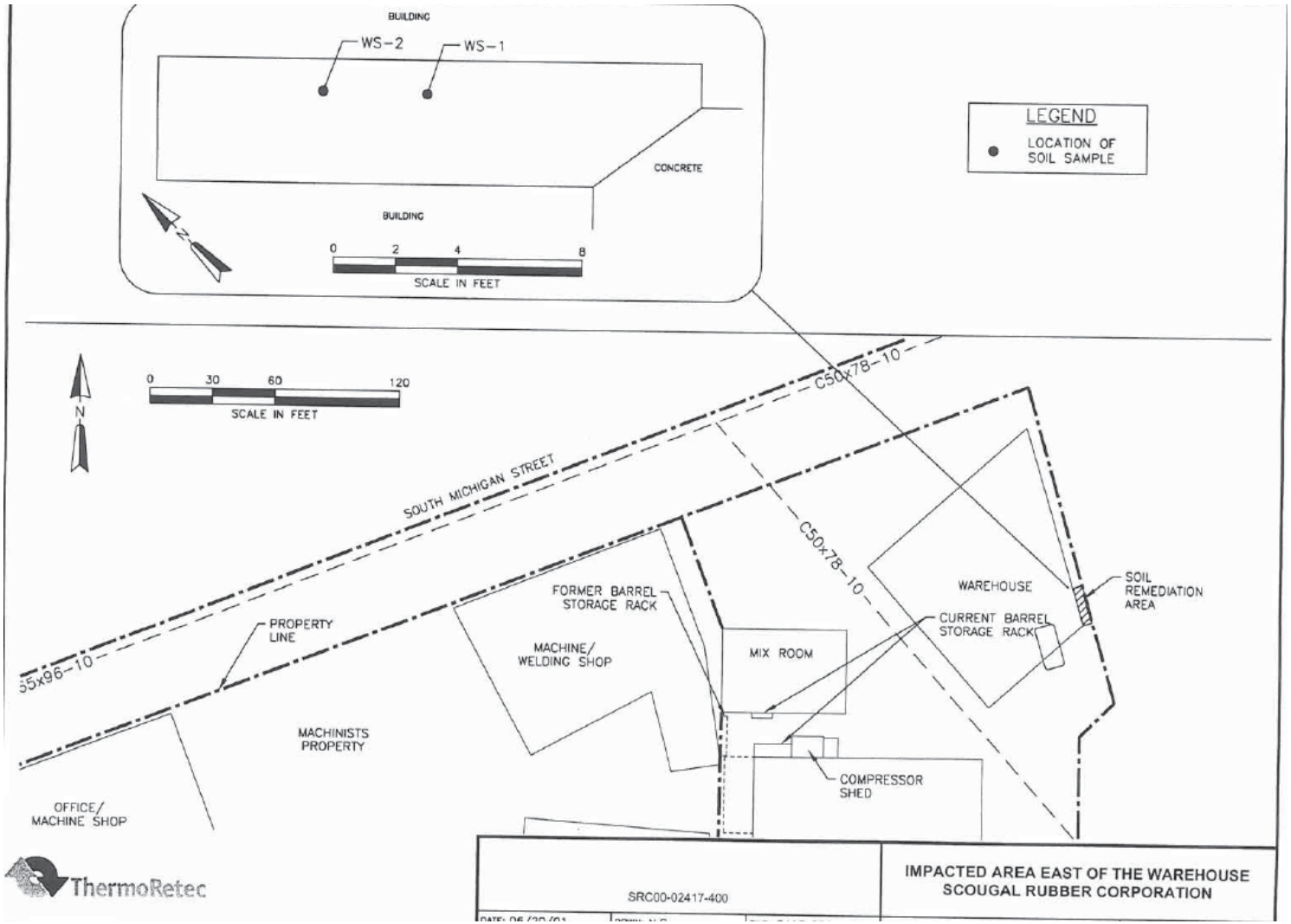
ThermoRetec

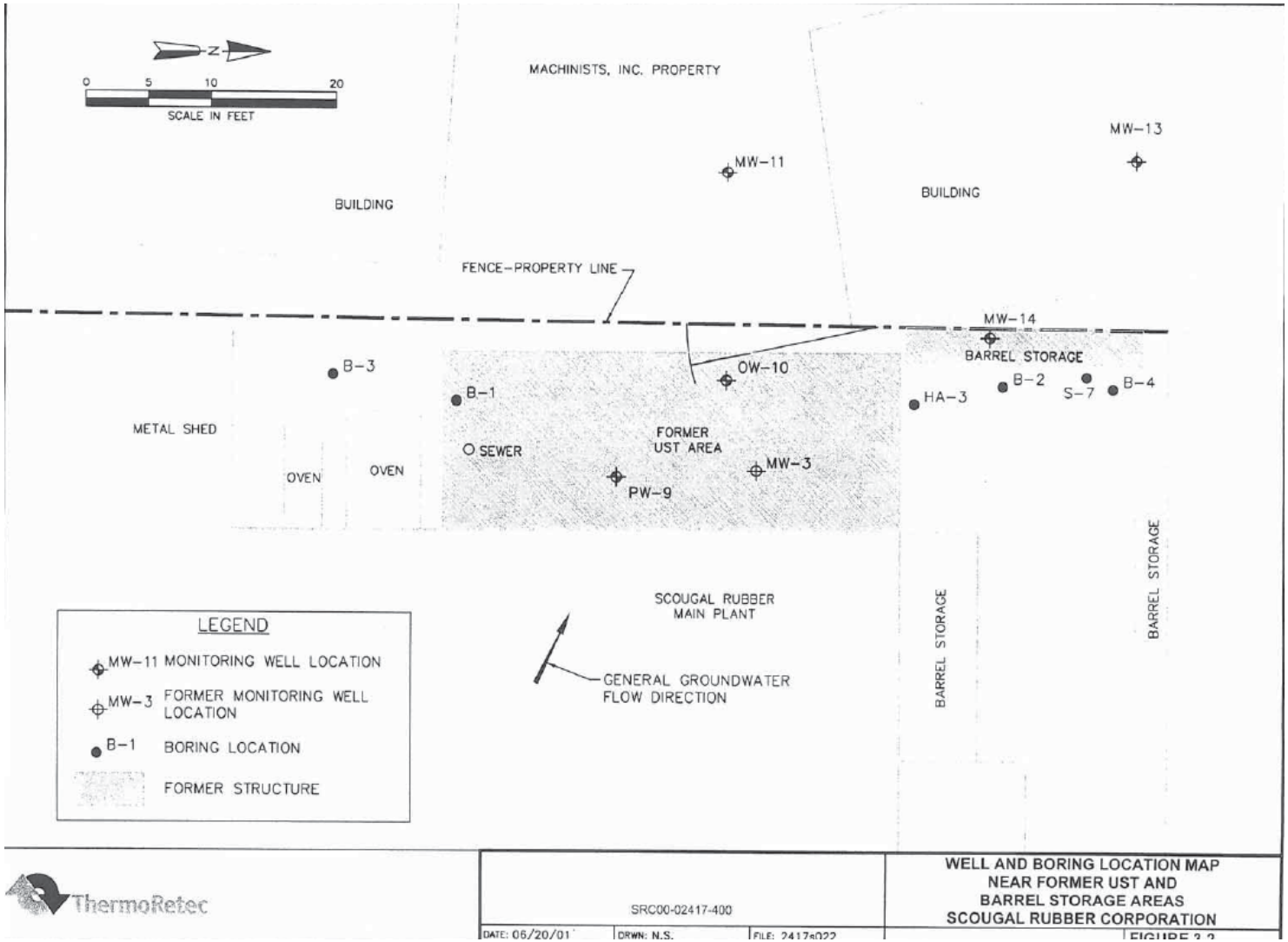
SRC00-02417-400

DATE: 06/20/01 | DRWN: N.S. | FILE: 2417s015e

GROUNDWATER CONTOUR MAP - HIGHWATER (JANUARY 26, 1994)

FIGURE 2-1


BUILDING
WS-2
WS-1
CONCRETE
BUILDING
0 2 4 8
SCALE IN FEET
LEGEND
LOCATION OF SOIL SAMPLE
N
0 30 60 120
SCALE IN FEET
C50x78-10
SOUTH MICHIGAN STREET
C50x78-10
C55x96-10
PROPERTY LINE
FORMER BARREL STORAGE RACK
MACHINE/ WELDING SHOP
MIX ROOM
WAREHOUSE
SOIL REMEDIATION AREA
CURRENT BARREL STORAGE RACK
MACHINISTS PROPERTY
COMPRESSOR SHED
OFFICE/ MACHINE SHOP
ThermoRetec
SRC00-02417-400
IMPACTED AREA EAST OF THE WAREHOUSE
SCOUGAL RUBBER CORPORATION



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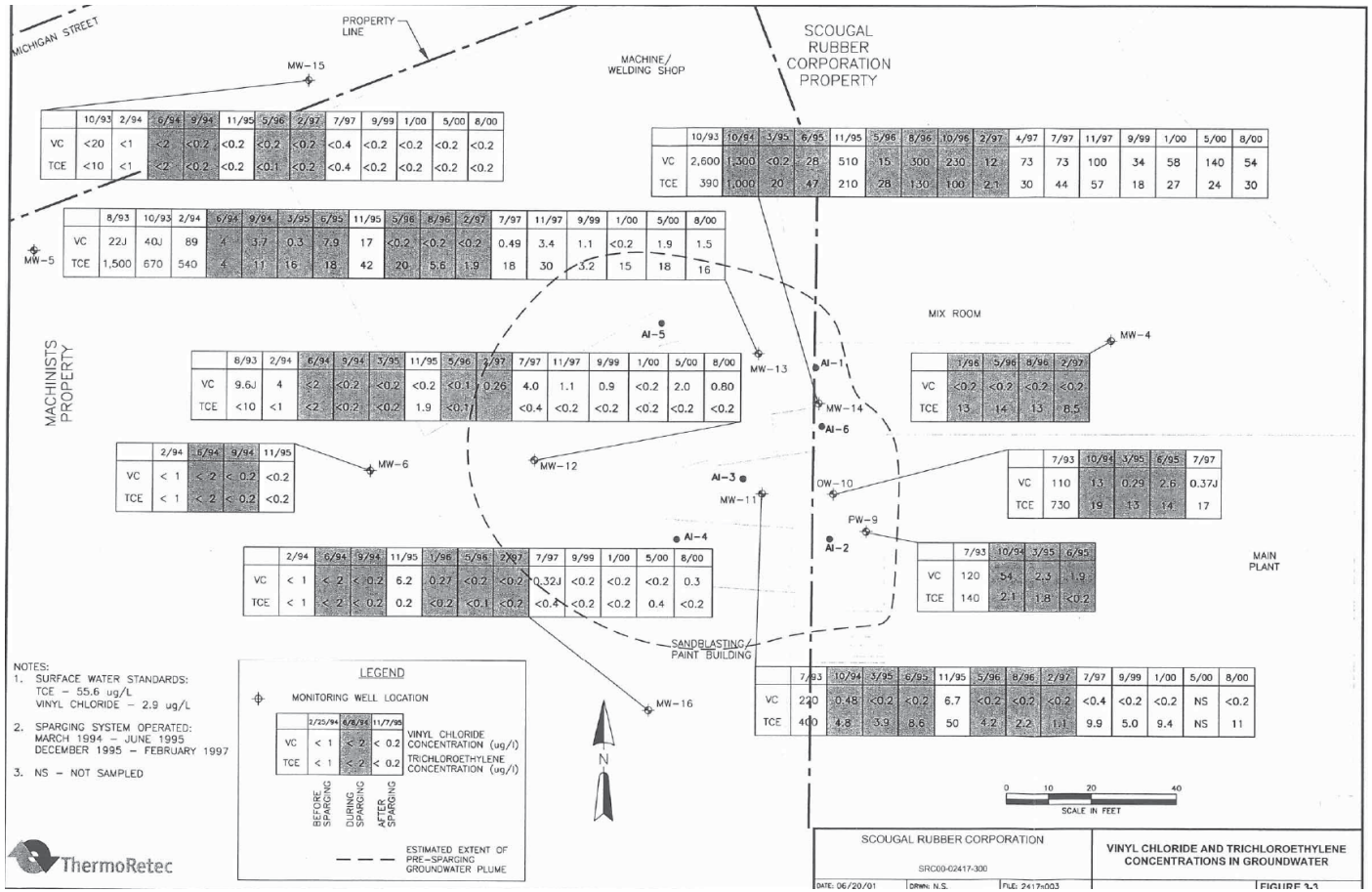
SRC00-02417-400

DATE: 06/20/01 | DRWN: N.S. | FILE: 2417s022

WELL AND BORING LOCATION MAP
NEAR FORMER UST AND
BARREL STORAGE AREAS
SCOUGAL RUBBER CORPORATION

FIGURE 2-2



	10/93	2/94	6/94	9/94	11/95	5/96	2/97	7/97	9/99	1/00	5/00	8/00
VC	<20	<1	<2	<0.2	<0.2	<0.2	<0.2	<0.4	<0.2	<0.2	<0.2	<0.2
TCE	<10	<1	<2	<0.2	<0.2	<0.1	<0.2	<0.4	<0.2	<0.2	<0.2	<0.2

	10/93	10/94	3/95	6/95	11/95	5/96	8/96	10/96	2/97	4/97	7/97	11/97	9/99	1/00	5/00	8/00
VC	2,600	1,300	<0.2	28	510	15	300	230	12	73	73	100	34	58	140	54
TCE	390	1,000	20	47	210	28	130	100	2.1	30	44	57	18	27	24	30

	8/93	10/93	2/94	6/94	9/94	3/95	6/95	11/95	5/96	8/96	2/97	7/97	11/97	9/99	1/00	5/00	8/00
VC	22J	40J	89	4	1.7	0.3	7.9	17	<0.2	<0.2	<0.2	0.49	3.4	1.1	<0.2	1.9	1.5
TCE	1,500	670	540	4	11	16	18	42	20	5.6	1.9	18	30	3.2	15	18	16

	8/93	2/94	6/94	9/94	3/95	11/95	5/96	2/97	7/97	11/97	9/99	1/00	5/00	8/00
VC	9.6J	4	<2	<0.2	<0.2	<0.2	<0.1	0.26	4.0	1.1	0.9	<0.2	2.0	0.80
TCE	<10	<1	<2	<0.2	<0.2	1.9	<0.1		<0.4	<0.2	<0.2	<0.2	<0.2	<0.2

	1/96	5/96	8/96	2/97
VC	<0.2	<0.2	<0.2	<0.2
TCE	13	14	13	8.5

	2/94	6/94	9/94	11/95
VC	< 1	< 2	< 0.2	<0.2
TCE	< 1	< 2	< 0.2	<0.2

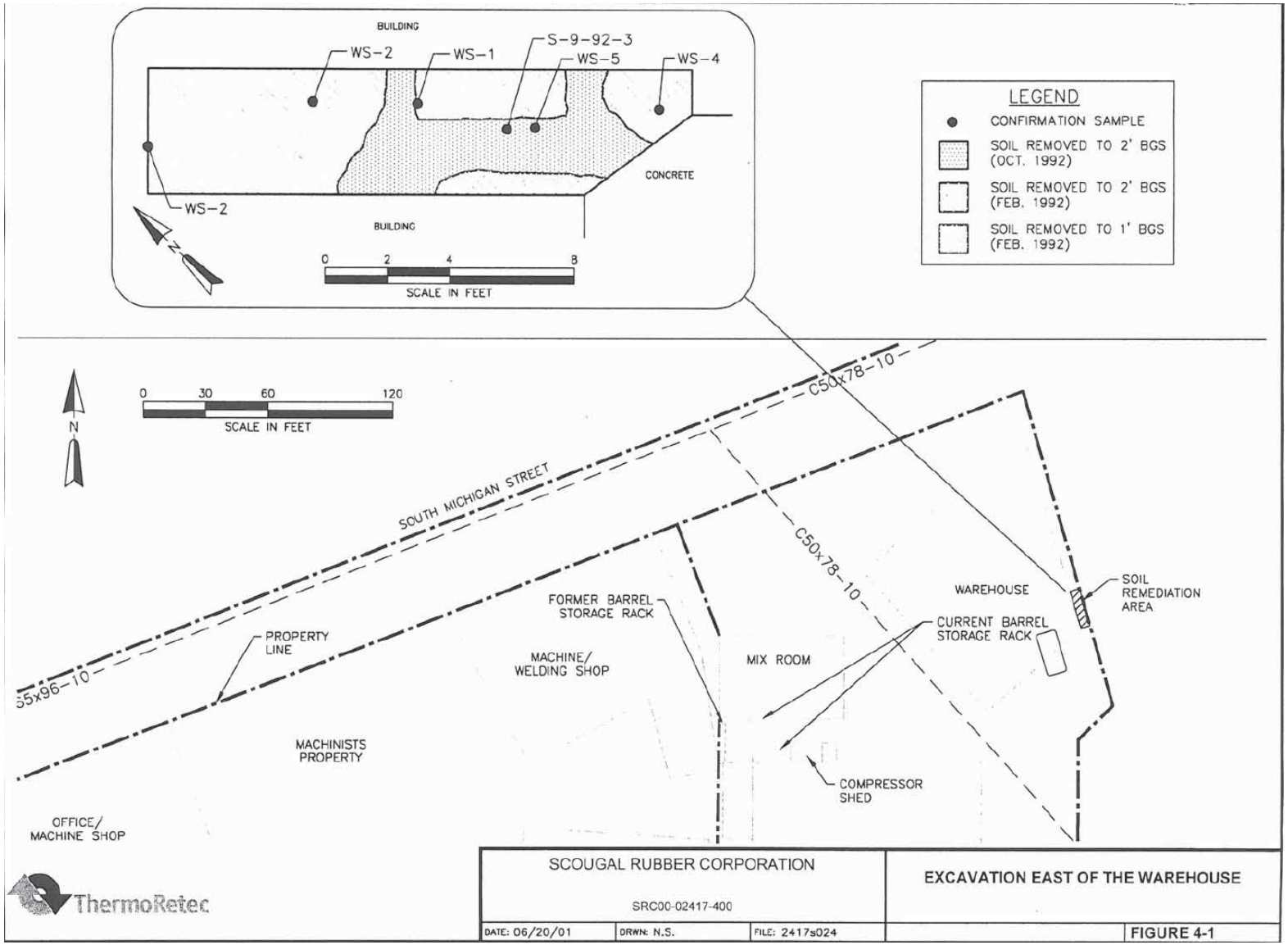
	7/93	10/94	3/95	6/95	7/97
VC	110	13	0.29	2.6	0.37J
TCE	730	19	13	14	17

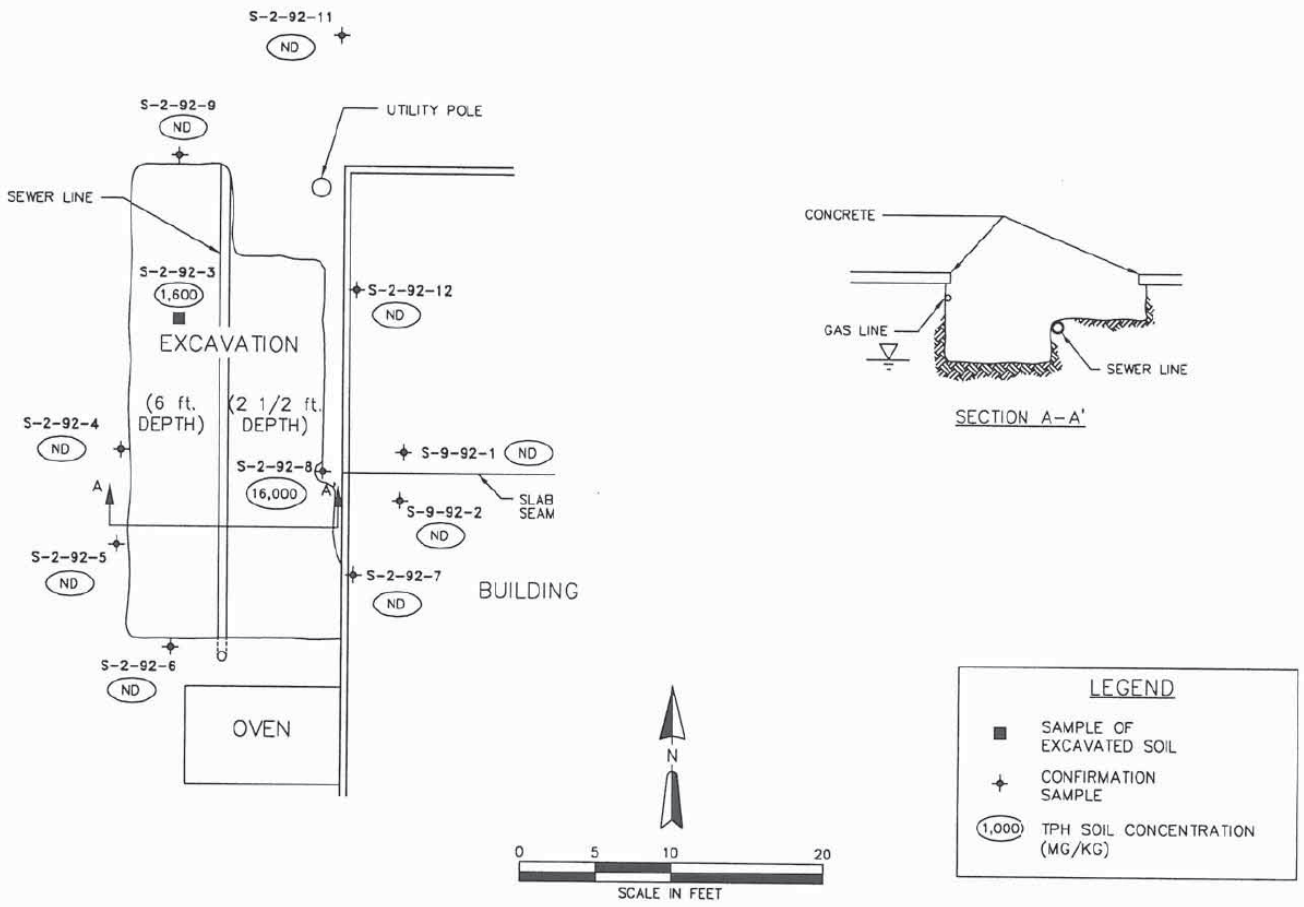
	2/94	6/94	9/94	11/95	1/96	5/96	2/97	7/97	9/99	1/00	5/00	8/00
VC	< 1	< 2	< 0.2	6.2	0.27	<0.2	<0.2	0.32J	<0.2	<0.2	<0.2	0.3
TCE	< 1	< 2	< 0.2	0.2	<0.2	<0.1	<0.2	<0.4	<0.2	<0.2	0.4	<0.2

	7/93	10/94	3/95	6/95
VC	120	54	2.3	1.9
TCE	140	2.1	1.8	<0.2

	7/93	10/94	3/95	6/95	11/95	5/96	8/96	2/97	7/97	9/99	1/00	5/00	8/00
VC	220	0.48	<0.2	<0.2	6.7	<0.2	<0.2	<0.2	<0.4	<0.2	<0.2	NS	<0.2
TCE	400	4.8	3.9	8.6	50	4.2	2.2	1.1	9.9	5.0	9.4	NS	11

	2/25/94	6/8/94	11/7/95
VC	< 1	< 2	< 0.2
TCE	< 1	< 2	< 0.2


BUILDING
WS-2
WS-1
S-9-92-3
WS-5
WS-4
CONCRETE
WS-2
BUILDING
N
0 2 4 8
SCALE IN FEET
LEGEND
CONFIRMATION SAMPLE
SOIL REMOVED TO 2' BGS (OCT. 1992)
SOIL REMOVED TO 2' BGS (FEB. 1992)
SOIL REMOVED TO 1' BGS (FEB. 1992)
N
0 30 60 120
SCALE IN FEET
C50x78-10
SOUTH MICHIGAN STREET
C50x78-10
C55x96-10
PROPERTY LINE
FORMER BARREL STORAGE RACK
MACHINE/ WELDING SHOP
MIX ROOM
WAREHOUSE
SOIL REMEDIATION AREA
CURRENT BARREL STORAGE RACK
MACHINISTS PROPERTY
COMPRESSOR SHED
OFFICE/ MACHINE SHOP
ThermoRetec
SCOUGAL RUBBER CORPORATION
SRC00-02417-400
DATE: 06/20/01
DRWN: N.S.
FILE: 2417s024
EXCAVATION EAST OF THE WAREHOUSE
FIGURE 4-1



SECTION A–A'

LEGEND

- SAMPLE OF EXCAVATED SOIL
- CONFIRMATION SAMPLE
- (1,000) TPH SOIL CONCENTRATION (MG/KG)

ThermoRetec

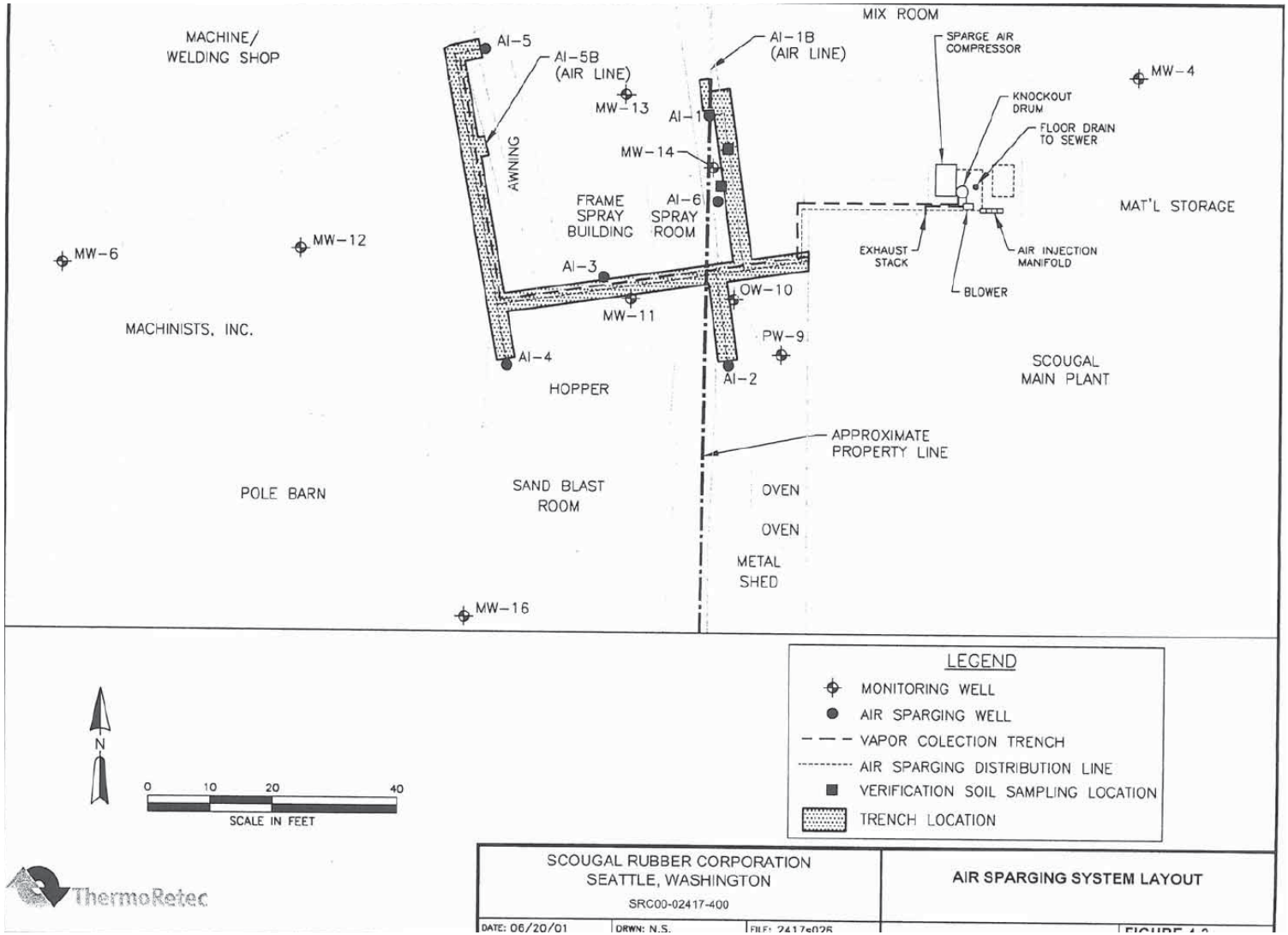
SCOUGAL RUBBER CORPORATION

SRC00-02417-400

DATE: 06/20/01 | DRWN: N.S. | FILE: 2417s025

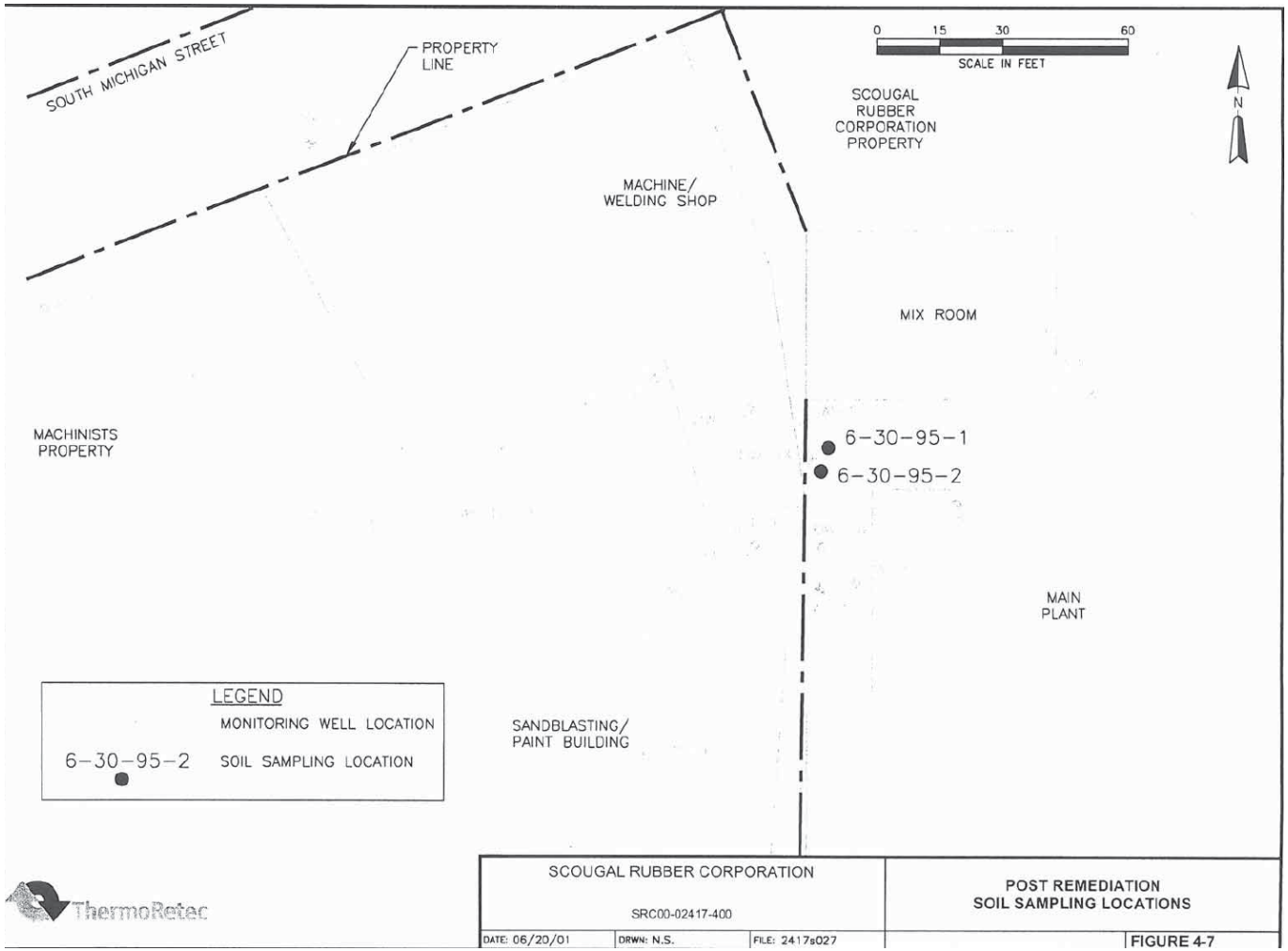
EXCAVATION FROM UST AREA

FIGURE 4-2



ThermoRetec

SCOUGAL RUBBER CORPORATION SEATTLE, WASHINGTON SRC00-02417-400	AIR SPARGING SYSTEM LAYOUT
DATE: 06/20/01 | DRWN: N.S. | FILE: 2417s025	FIGURE 4-2


SOUTH MICHIGAN STREET
PROPERTY LINE
0 15 30 60
SCALE IN FEET
N
SCOUGAL RUBBER CORPORATION PROPERTY
MACHINE/ WELDING SHOP
MIX ROOM
MACHINISTS PROPERTY
6-30-95-1
6-30-95-2
MAIN PLANT
SANDBLASTING/ PAINT BUILDING
LEGEND
MONITORING WELL LOCATION
6-30-95-2 SOIL SAMPLING LOCATION
ThermoRetec
SCOUGAL RUBBER CORPORATION
SRC00-02417-400
DATE: 06/20/01
DRWN: N.S.
FILE: 2417s027
POST REMEDIATION
SOIL SAMPLING LOCATIONS
FIGURE 4-7

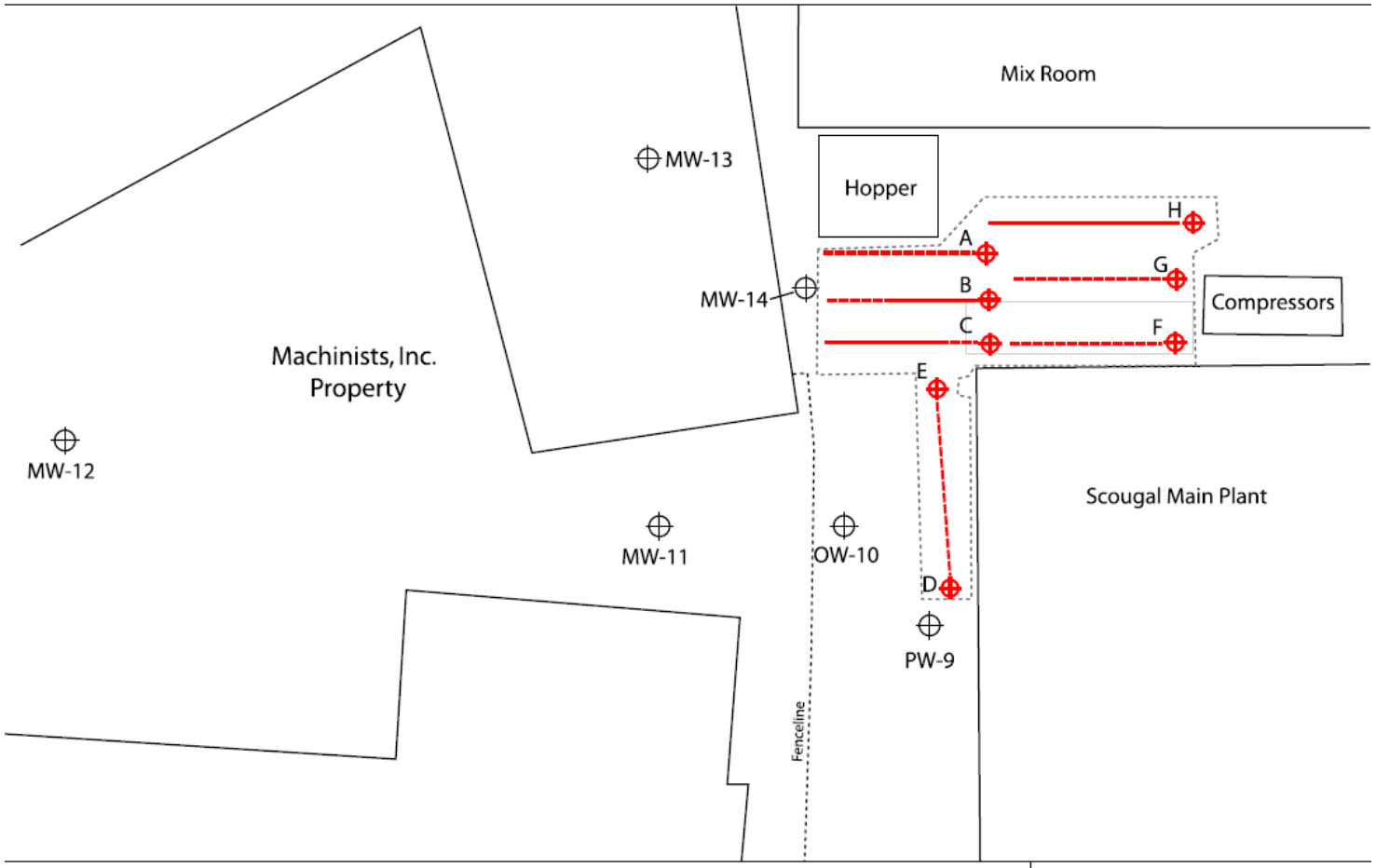


Figure 2. Permanganate Application System
Scougal Rubber, Seattle, WA

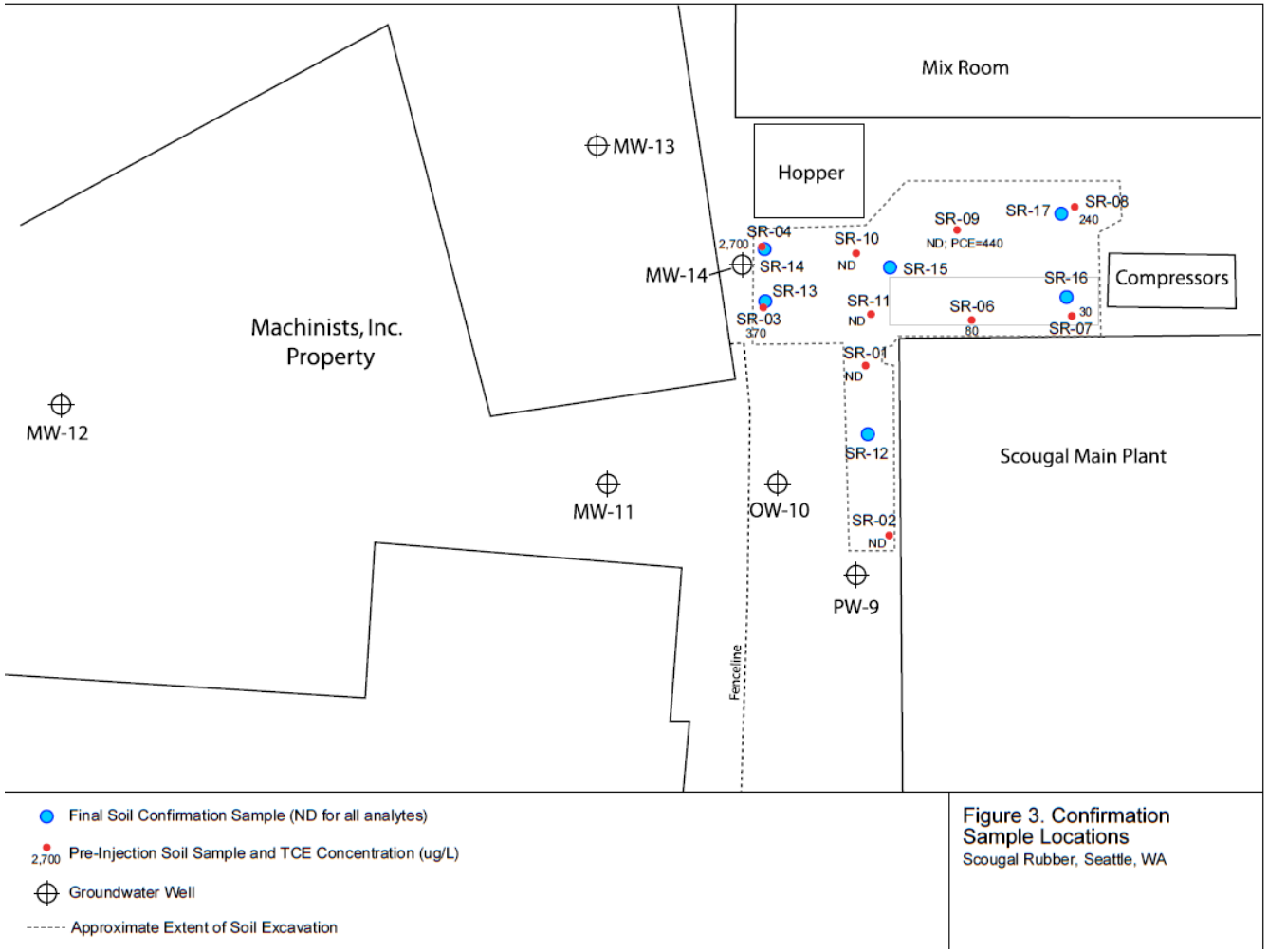
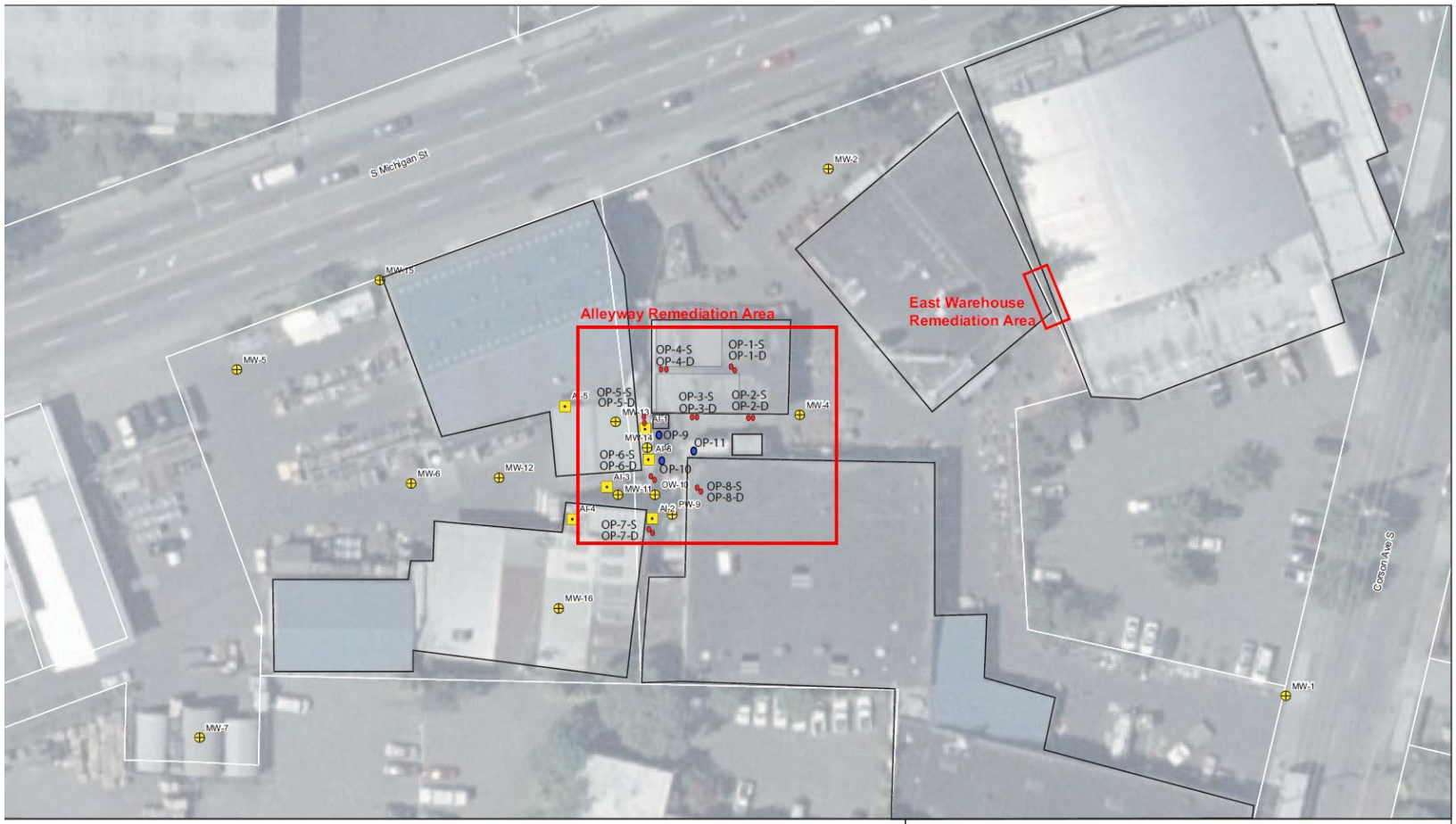


Figure 3. Confirmation Sample Locations

Scougal Rubber, Seattle, WA



Well

- Air Sparging Well
- Monitoring Well
- Ozone Sparge Points (June 2009)
- Ozone Sparge Points (June 2010)

0 Feet 100

N

Figure 1. Site Map and Ozone Sparge Point Locations
Scougal Rubber Corporation
Seattle, Washington

JK0605 / 2-27-09

PgG

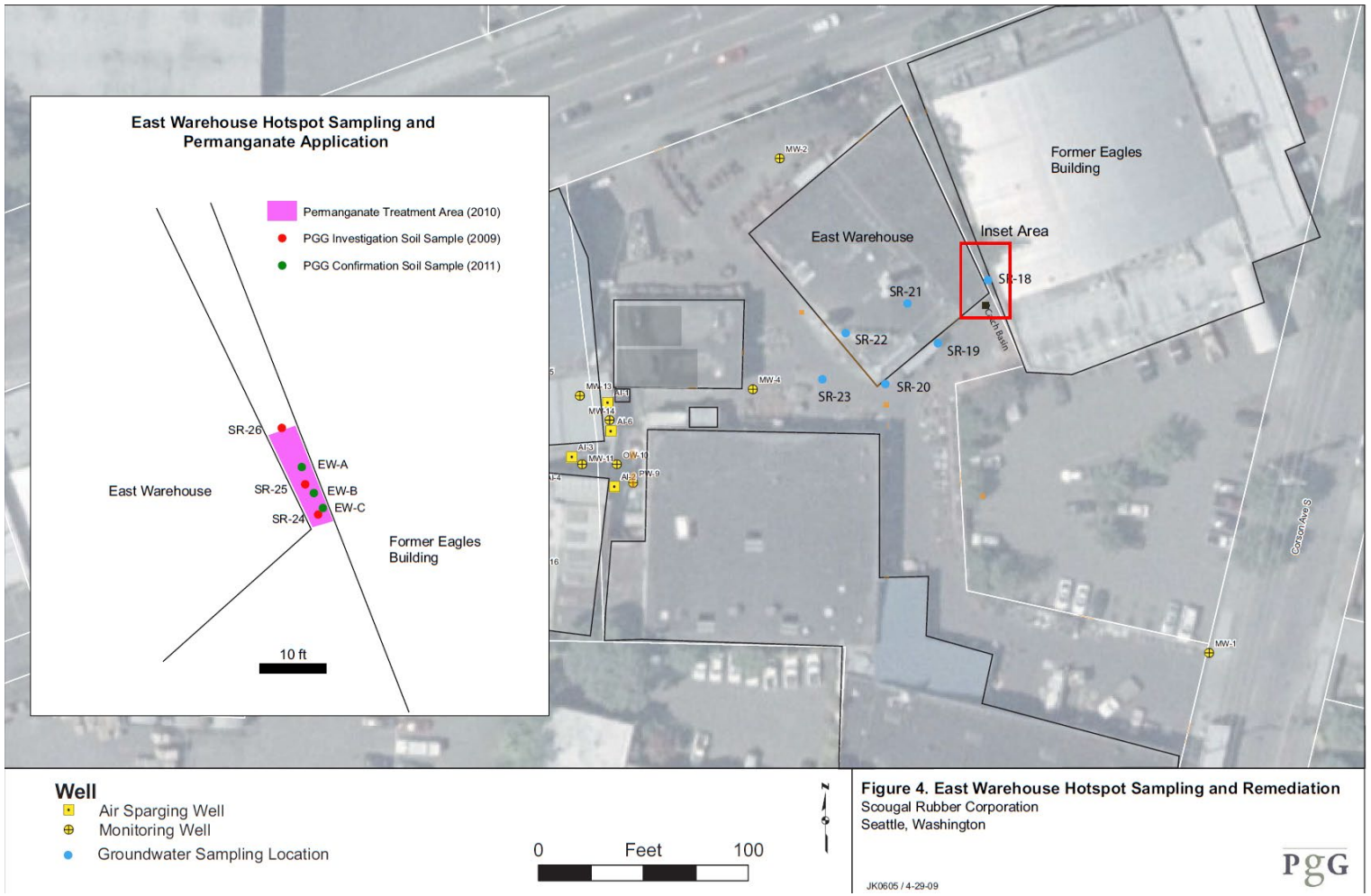


Figure 4. East Warehouse Hotspot Sampling and Remediation
Scougal Rubber Corporation
Seattle, Washington

JK0605 / 4-29-09

PgG

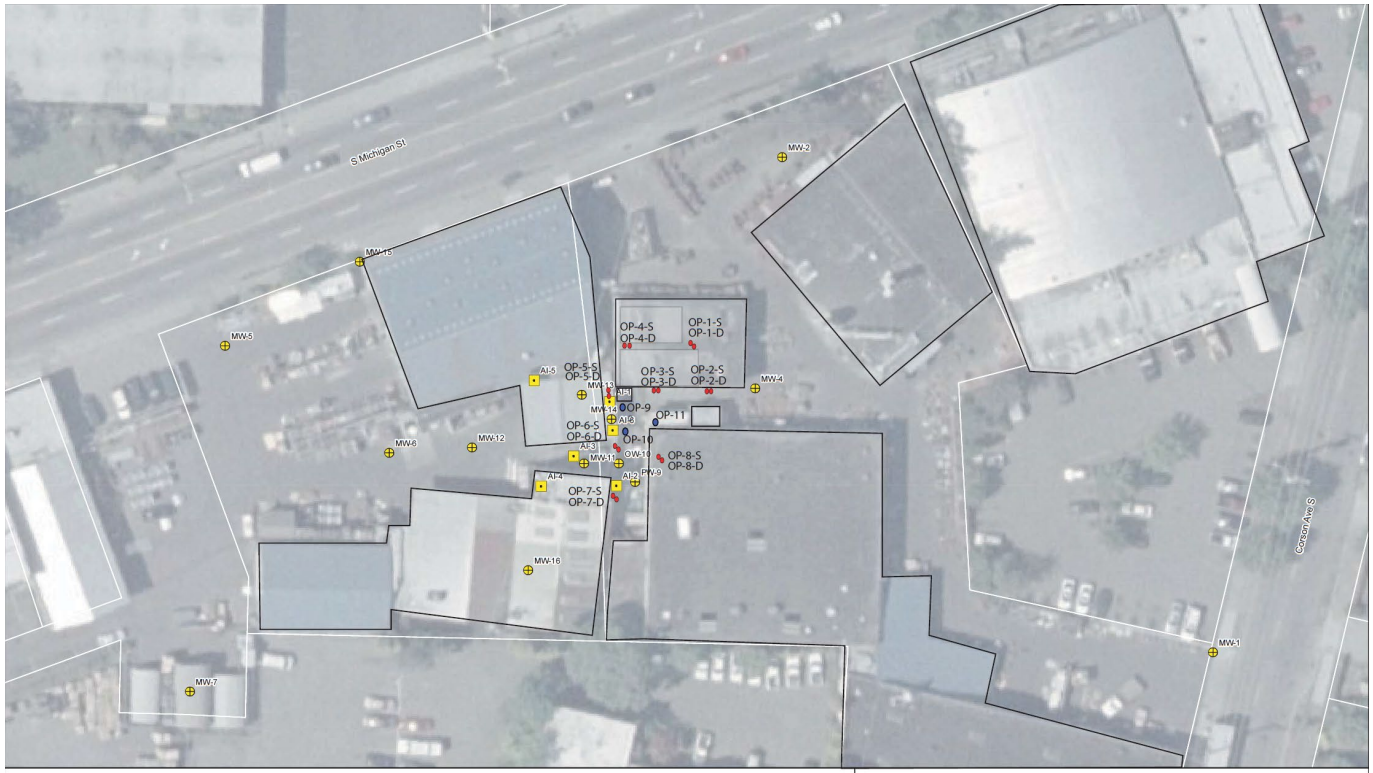


Figure 1. Site Map and Ozone Sparge Point Locations
Scougal Rubber Corporation
Seattle, Washington

JK0605 / 2-27-09

PgG

Location	Media	Units	Depth (ft)	PCE	TCE	VC
SR-27	GW	ug/l	10	1 U	2.7	0.2 U
SR-28	GW	ug/l	10	1 U	**5.9**	0.2 U
SR-29	GW	ug/l	–	–	--	–
SR-30	GW	ug/l	–	–	--	–
SR-31	GW	ug/l	10	1 U	3.5	0.2 U
SR-27	Soil	mg/kg	5.1	0.025 U	0.03 U	0.05 U
SR-28	Soil	mg/kg	5.45	0.025 U	0.03 U	0.05 U
SR-29	Soil	mg/kg	2.5	0.025 U	**0.29**	0.05 U
SR-30	Soil	mg/kg	2.74	**0.05**	**0.67**	0.05 U
SR-31	Soil	mg/kg	5.08	**0.081**	**0.23**	0.05 U

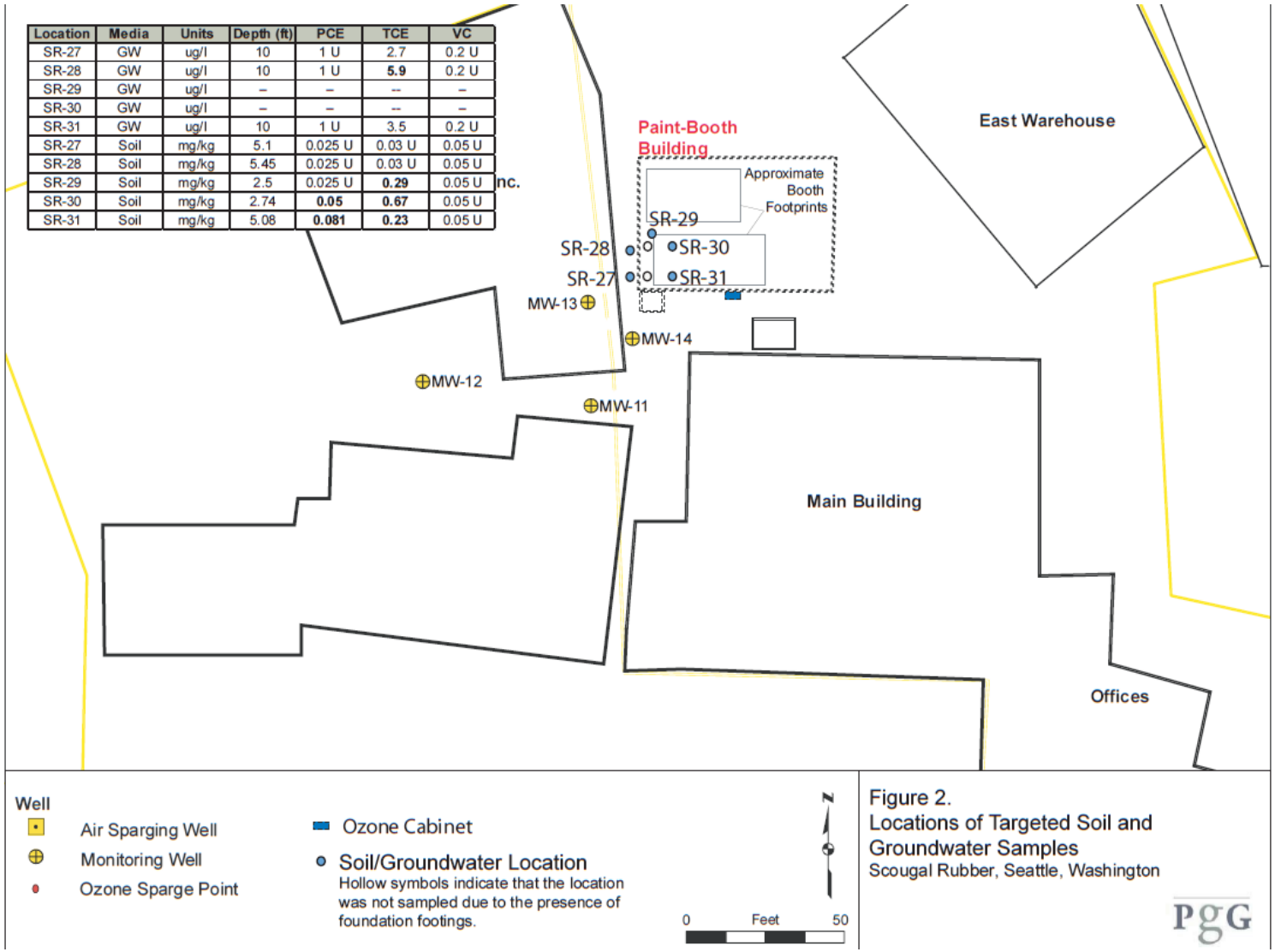


Figure 2.
Locations of Targeted Soil and Groundwater Samples
Scougal Rubber, Seattle, Washington

PgG

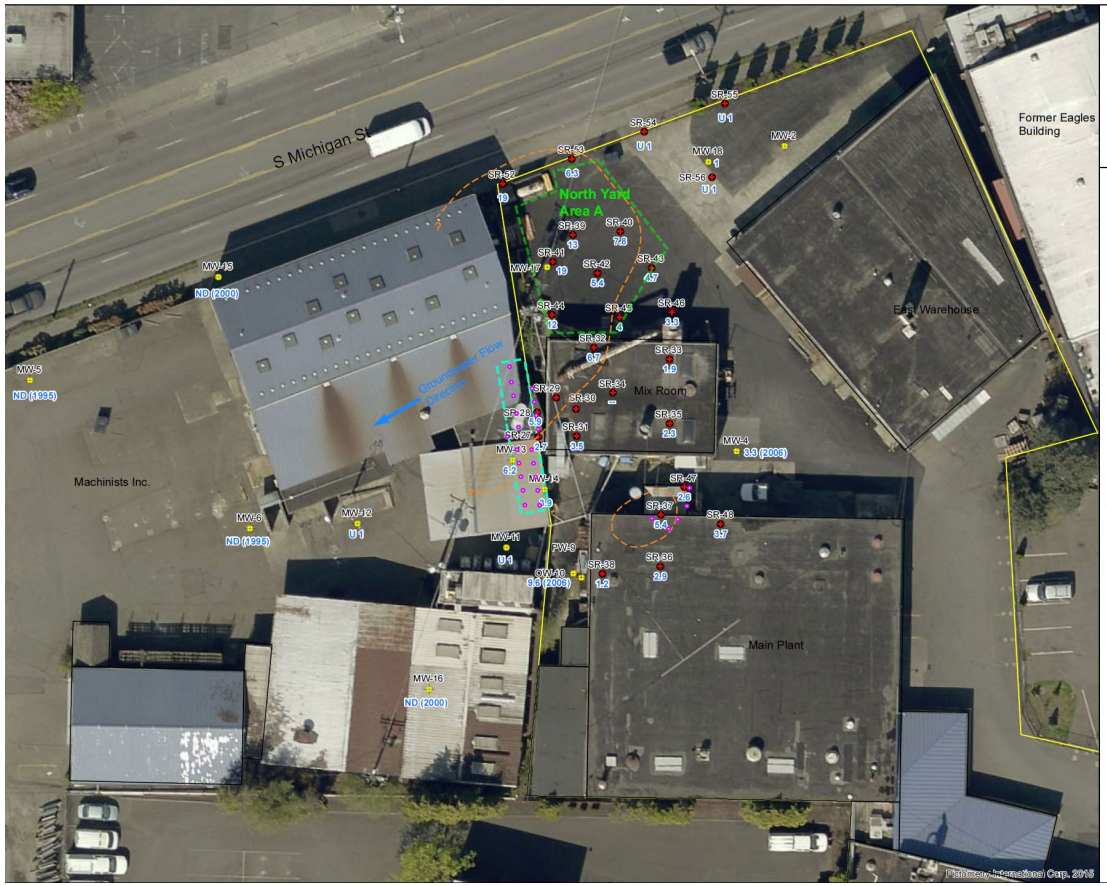


Figure 1
Site Map

PgG

- Monitoring Well
- Sample Locations
- Proposed Injection Area
- Building Outlines
- Scougal Parcel

3.9 Most Recent TCE Concentrations (Sample from 2014, 2015, 2016 unless otherwise noted) (ug/L)

- Approximate Area A Excavation Extent *(subject to adjustement based on field conditions)*
- ISCO Injection Location *(subject to adjustment based on field conditions)*
- Approximate Extent of TCE Exceedances in Groundwater

0 Feet 30

N

Figure 3.
Excavation Area and
Confirmation Sampling
Locations

PgG

Figure 4.
In Situ Chemical Oxidation Trench and Sump Locations

PGG

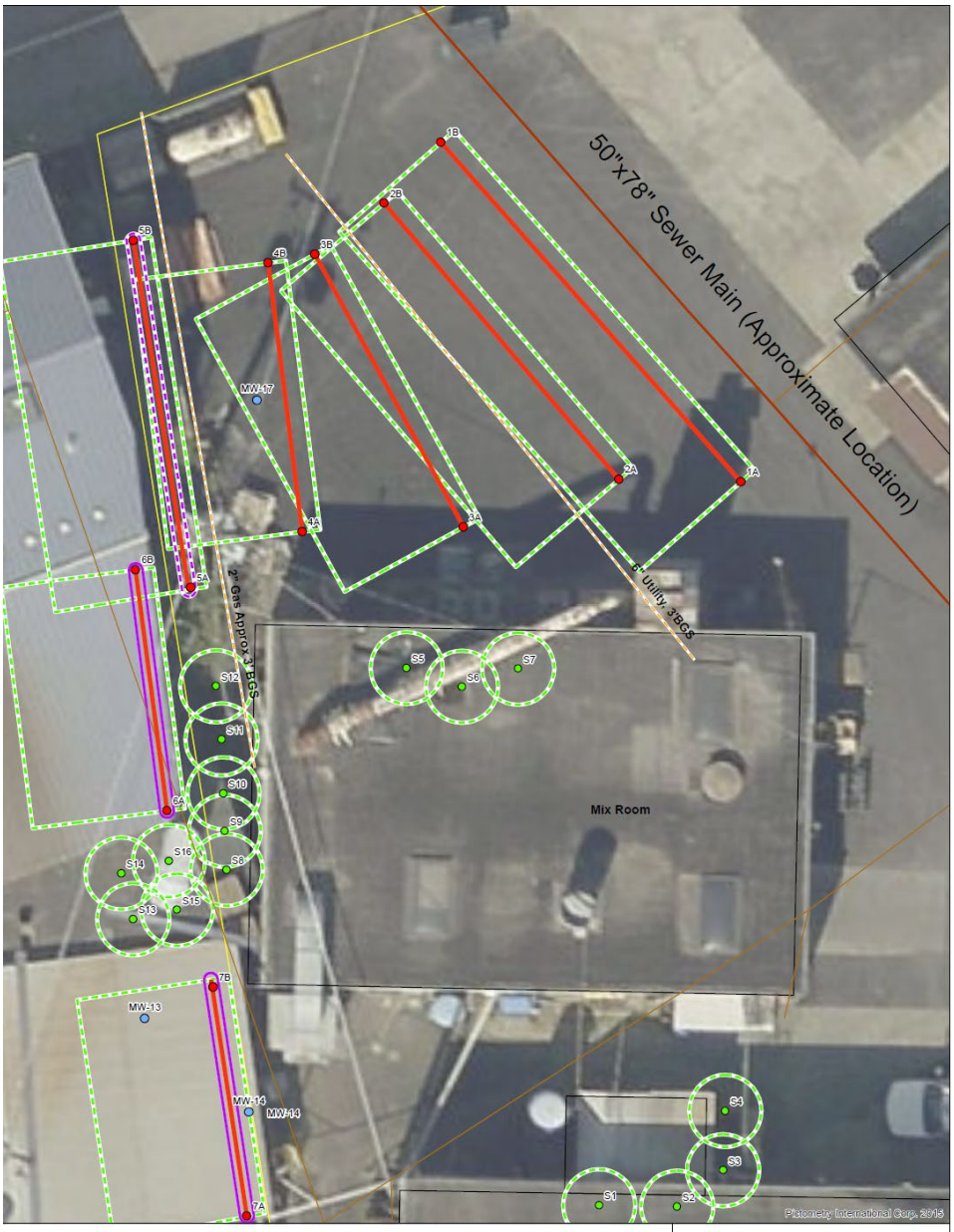


Figure 1
Potassium Permanganate ($KMnO_4$) Delivery Points

PgG

Enclosure B

Environmental Covenants for Institutional Controls

DATE

Chris Maurer
Washington State Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

Re: Machinists, Inc. Tax Parcel No. 5367203760, Property Adjacent to Washington Dept. of Ecology Facility Site No. 93637295, Scougal Rubber Corp

Dear Mr. Maurer,

I am the owner of the Machinists, Inc. property (Tax Parcel No. 5367203760) that adjoins the Scougal Rubber Corp. Site. The purpose of this letter is to convey agreement to accept an environmental covenant on my property as part of closure and No Further Action for the Scougal Rubber Corp Site.

Sincerely,

SIGNATURE
Machinists Landowner

Whereas, Scougal and the LaBossiers must sign separate covenants with Ecology to be placed on their respective property deeds before Ecology will issue the NFA Letter for the Site; and

NOW, THEREFORE, **for good and valuable consideration,** the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as terms and conditions of this Agreement.

2. Payment.

For and in full consideration of Scougal's payment of Fifty Thousand Dollars ($50,000.00) (the "Payment") to the LaBossiers within thirty (30) days of the full execution of this Agreement, the LaBossiers shall:

(1) execute Ecology's environmental covenant, attached hereto as Exhibit A; and

(2) with immediate effect upon receipt of the Payment, hereby release all past, present and future claims, whether statutory, regulatory or under common law, including, but not limited to, the MTCA, which the LaBossiers could assert against Scougal and arising from the environmental contamination described in the environmental covenant attached as Exhibit A.

3. Entire Agreement.

Effective Only Upon Signing by both Parties, this writing constitutes the entire agreement between Scougal and the LaBossiers and may not be modified except by another written agreement signed by the Parties. The Parties acknowledge that no other person has made any promise, representation, or warranty whatsoever concerning the subject matter of this Agreement that is not contained herein.

4. Authority to Sign.

Each Party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

5. Counterparts.

This agreement may be signed in any number of counterparts. Each counterpart is an original. Together, all counterparts form one single document.

6. Representation by Counsel.

Each of the Parties agrees that it has been represented by independent counsel of its choice during the negotiation and execution of this Agreement, and that it has executed the same upon the advice of such independent counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement, and any and all drafts relating thereto shall be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Therefore, the Parties waive the application of any Law providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

HEREBY ASSENTED AND AGREED TO:

For Scougal

Patrick Thomas Foley

Date 3/29/21

For the LaBossiers

Larry LaBossier

Date 1/26/21

3-9-2021

Instrument Number: 20210818000560 Document:COV Rec: $215.50 Page-1 of 13
Record Date:8/18/2021 8:56 AM
King County, WA

Return Address:
Robert Anderson
Scougal Rubber Corporation
6239 Corson Avenue South
Seattle, WA 98108
206-890-4294

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. __Environmental Covenant 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _1_____ of document

Grantor(s) Exactly as name(s) appear on document

1. _LaBossier Family, L.L.C._____, _____

2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. _State of Washington Department of Ecology, _____

2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range) _ Additional legal is on page __1 of document.

MC LAUGHLINS WATER FRONT ADD, Plat Block: 28. Plat Lot: 1-2-3-4 Seattle, King County, Washington

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet

5367203760

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

_____ Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

After Recording Return
Original Signed Covenant to:
Christopher Maurer
Toxics Cleanup Program
Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503
PO Box 47600
Olympia, WA 98504-7600

Environmental Covenant

Grantor: LaBossier Family, L.L.C., a Washington limited liability company

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: MC LAUGHLINS WATER FRONT ADD, Plat Block: 28, Plat Lot: 1-2-3-4, Seattle, King County, Washington

Tax Parcel Nos.: 5367203760

Cross Reference: Washington Dept. of Ecology Facility Site No. 93637295, Scougal Rubber Corp

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Grantor's Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

c. Grantor's Property is located to the west of neighbouring real property owned by Scougal Rubber Corporation, a Washington corporation ("Scougal" or alternatively the "Scougal Property). Scougal is party to a Voluntary Clean-up Program with the Washington Department of Ecology, Facility Site # 93637295. Grantor is not a party to the Scougal Voluntary Clean-up program; however, as a neighbouring property owner, Scougal has approached Grantor and requested access to Grantor's Property to remediate portions of Grantor's Property, at Scougal's cost and expense, as part of Scougal's Voluntary Clean-up program with Ecology.

d. The Scougal Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Groundwater	Trichloroethene, vinyl chloride

e. It is the purpose of this Covenant to restrict certain activities and uses of the Grantor's Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology.

f. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

COVENANT

LaBossier Family, L.L.C as Grantor and owner of the Grantor's Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. Interference with Remedial Action. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. Protection of Human Health and the Environment. The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

c. Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. Preservation of Reference Monuments. If brought to Grantor's attention as to the location of markers and monuments, then Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the area to the extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed neighbouring property owner Scougal is responsible replace the damaged or destroyed monument or marker.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, so long as this Covenant is in place, the following additional specific restrictions and requirements shall apply to the Property.

a. Vapor/gas controls. The residual contamination on the Property includes trichloroethene in vapor below ground surface. As such, the following restrictions shall apply near the residual groundwater contamination within the area of the Property illustrated in Exhibit C to minimize the potential for exposure to these vapors:

1. No building or other enclosed structure shall be constructed within this area unless approved by Ecology. The existing building is an open warehouse type with positive pressure heating system in offices.

2. If a building or other enclosed structure is approved, it shall be constructed with a sealed foundation and a vapor control system that is operated and maintained to prevent the migration of vapors into the building or structure, unless an alternative approach is approved by Ecology.

b. Groundwater Use. The groundwater within the area of the Property illustrated in Exhibit C remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon prior written notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any fee interest within the area of the Property described and illustrated on Exhibit C, will:

i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.

ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) Scougal is responsible to take any actions to protect and secure the Grantor's Property.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

LaBossier Family, LLC	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Clean-up Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov

Section 5. Modification or Termination.

a. When when groundwater monitoring data shows that the covenant is no longer needed, Ecology will work with Scougal and the LaBossier Family to have the covenant removed.

b. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

c. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

d. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

a. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

b. Grantor and Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

c. Scougal shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Scougal, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

d. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

e. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the fee title to the Property and has authority to execute this Covenant.

EXECUTED this 5th day of August, 2021.

LABOSSIER FAMILY, L.L.C.,
a Washington limited liability company

By: Larry LaBossier
Larry LaBossier
Its: Manager

STATE OF WA
COUNTY OF KING

On this 5th day of August, 2021 I certify that Larry LaBossier personally appeared before me, acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

Notary Public in and for the State of Washington [15]
Residing at Seattle
My appointment expires 4/24/2022

ANDREA M GARCIA
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
04/24/2022

[ECOLOGY'S SIGNATURE BLOCK]

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____ [SIGNATURE] Barry Rogowski

by: _____ [PRINTED NAME] Barry Rogowski

Title: Section Manager

Dated: 4/14/21

STATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Thurston

On this 14 day of April, 2021, I certify that Barry Rogowski personally appeared before me, acknowledged that **he/she** is the section manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.

Jillian Carr
Notary Public in and for the State of Washington

Residing at Thurston County

My appointment expires October 26, 2022

Exhibit A

LEGAL DESCRIPTION

MC LAUGHLINS WATER FRONT ADD, Plat Block: 28,
Plat Lot: 1-2-3-4, Seattle, King County, Washington

Exhibit B

PROPERTY MAP

(Attached)

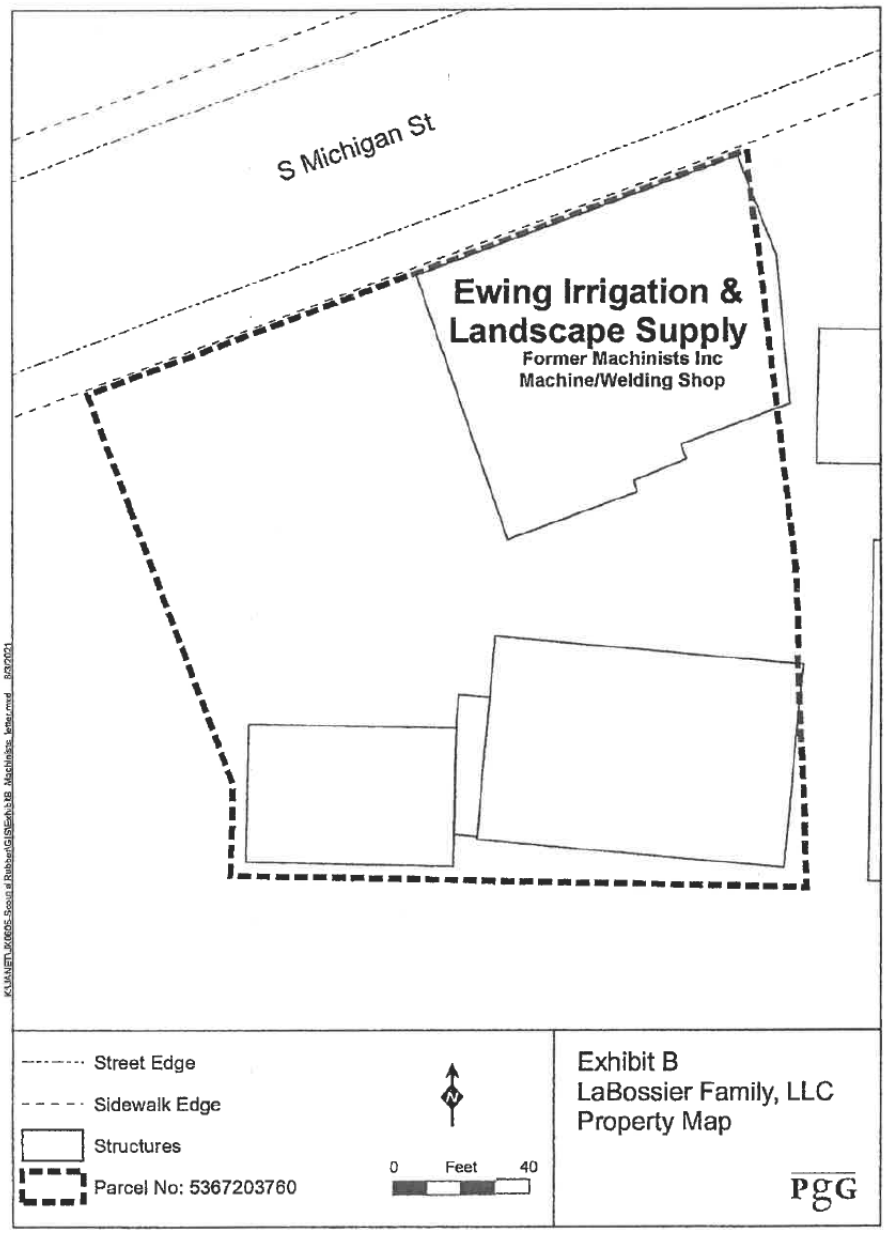
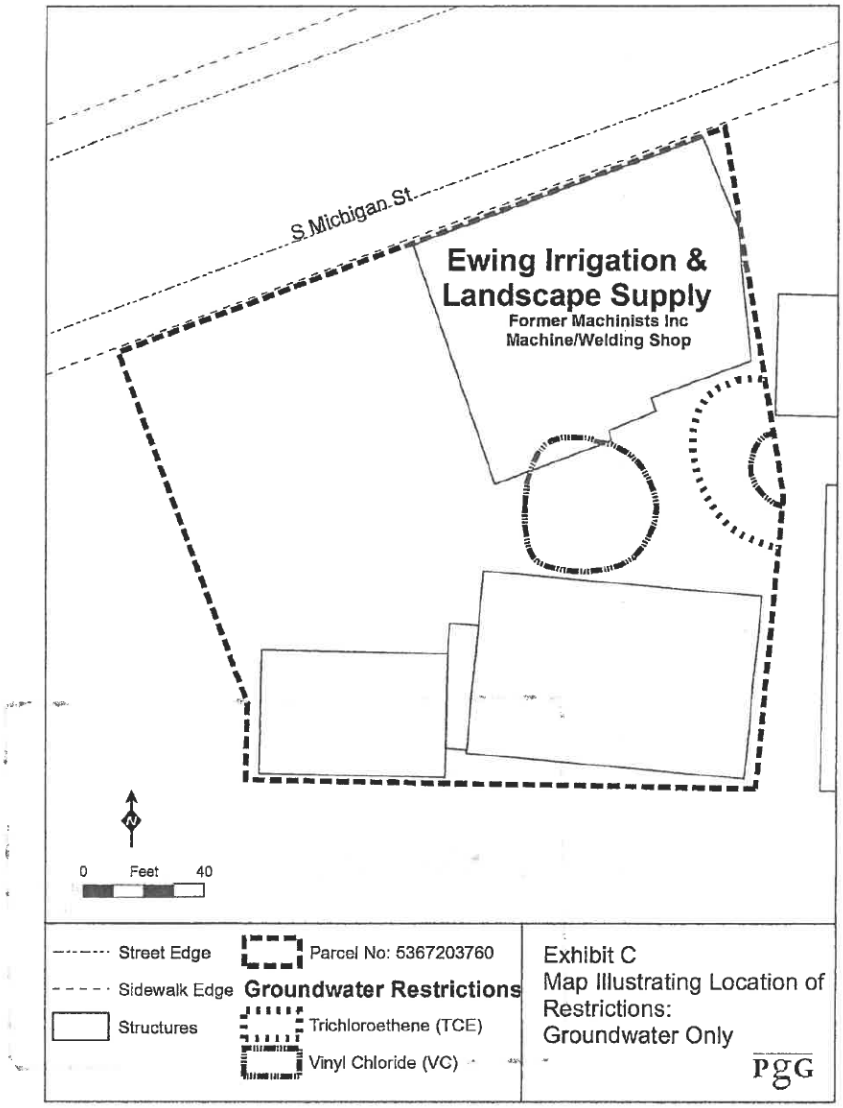

S Michigan St
Ewing Irrigation &
Landscape Supply
Former Machinists Inc
Machine/Welding Shop
Street Edge
Sidewalk Edge
Structures
Parcel No: 5367203760
0
Feet
40
Exhibit B
LaBossier Family, LLC
Property Map
PgG

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

(Attached)


S Michigan St
Ewing Irrigation &
Landscape Supply
Former Machinists Inc
Machine/Welding Shop
N
0
Feet
40
Street Edge
Sidewalk Edge
Structures
Parcel No: 5367203760
Groundwater Restrictions
Trichloroethene (TCE)
Vinyl Chloride (VC)
Exhibit C
Map Illustrating Location of
Restrictions:
Groundwater Only
PgG

Instrument Number: 20210818000453 Document:COV Rec: $214.50 Page-1 of 12
Record Date:8/18/2021 8:29 AM
King County, WA

Return Address:
Robert Anderson
Scougal Rubber Corporation
6239 Corson Avenue S.
Seattle, WA 98108

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Environmental Covenant 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Scougal Rubber Corporation, _____

2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. State of Washington, Department of Ecology, _____

2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

SE-20-24-4

Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned 202404-9044

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

_____ Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

After Recording Return
Original Signed Covenant to:
Christopher Maurer
Toxics Cleanup Program
Department of Ecology
300 Desmond Drive SE Lacey,
WA 98503
PO Box 47600
Olympia, WA 98504-7600

Environmental Covenant

Grantor: Scougal Rubber Corp

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: POR SE 1/4 OF SEC 20-24-4 & OF NE 1/4 OF SEC 29-24-4 & POR OF L M COLLINS D C #46 & POR OF ABANDONED BED OF DUWAMISH RIVER DESIGNATED AS TRACTS 41 THRU 44 & TRS 65 THRU 69 OF COMMERCIAL WATERWAY NO 1 FIRST ADD MORE PARTICULARLY DAF - BEG SW COR TR 9 BLK A OF GEORGETOWN (VOL 6 PG 9) TH N 77-44-23 W 60 FT TH N 12-15-37 E PLW W LN OF SD BLK A 560 FT TO TPOB TH CONTG N 12-15-37 E 100 FT TO SLY LN OF TR OF LAND CONVEYED UNDER REC #8312300229 TH N 77-44-23 W ALG SD SLY LN 45.11 FT M/L TO E LN TR 67 TH CONTG N 77-44-23 W 73.84 FT TH N 03-32-43 W 98.66 FT TO NW COR OF TR OF LAND CONVEYED TO WESTERN BOWLING INC BY DEED REC UNDER AF #4771877 TH N 74-40-55 E ALG NLY LN SD TR 32.67 FT TH S 86-26-54 E 0.96 FT ALG NLY LN TO ANGLE PT OF SD TR TH N 25-13-16 W ALG WLY LN OF TR OF LAND CONVEYED TO EDWIN J CHURCH REC UNDER AF #7204100271 158.07 FT TO SLY LN S MICHIGAN ST TH S 68-33-17 W ALG SD SLY MGN OF S MICHIGAN ST 161.30 FT TO NE COR LOT 1 BLK 28 J R MCLAUGHLIN WATERFRONT ADD (VOL 13 PG 28) (SD PT ALSO BEING NWLY COR OF SD TR 44) TH S 16-07-33 E 40.17 FT TO SWLY COR SD TR 44 TH S 08-34-07 E 85.20 FT ALG WLY LNS OF SD TRS 43 & 42 TO NWLY COR SD TR 41 TH S 03-47-48 W 94.42 FT ALG WLY LN OF SD TR 41 TO SW COR THOF (SD PT AKA NE COR LOT 5 BLK 28 OF SD J R MCLAUGHLINS WATERFRONT ADD TH S 89-59-47 E ALG NLY LN OF SD LOT 5 PRODUCED ELY 115.03 FT TO WLY LN OF SD TR 68 SD PRODUCTION BEING S LN OF SD TR 41 TH S 01-13-00 E 63.07 FT ALG WLY LNS SD TRS 68 & 69 TO SW COR OF SD TR 69 TH S 77-44-23 E ALG SLY LN SD TR 69 & SD LN PRODUCED ELY 160.42 FT TO TPOB

Tax Parcel Nos.: 202404-9044

Cross Reference: LaBossier Family, L.L.C. Environmental Covenant, Tax Parcel No. 5367203760

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as Scougal Rubber Corp 93637295. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Groundwater	Trichloroethene, vinyl chloride

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

COVENANT

Scougal Rubber Corp, as Grantor owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. Interference with Remedial Action. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. Protection of Human Health and the Environment. The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

c. Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Groundwater Use. The groundwater within the area of the Property illustrated in Exhibit C remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any fee interest within the area of the Property described and illustrated on Exhibit C, will:

i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.

ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE]

AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Corson Foley, LLC 5700 Third Avenue South PO Box 80286 Seattle WA 98108	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov

Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. When monitoring data shows that the covenant is no longer needed, Ecology will work with Grantor to have the covenant removed. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Grantor and Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 6th day of August, 20 21

by: _____

Title: President

On this 6 day of AUGUST, 2021, I certify that Tom Foley personally appeared before me, acknowledged that **he/she** is the PRESIDENT of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

NOTARY PUBLIC
Commission No. 21013014
Scott Robert Nelson
My Appt Expires 03/23/2025
STATE OF WASHINGTON

_____
Notary Public in and for the State of Washington [15]
Residing at 6345 39th Ave SW, Seattle, WA 98136
My appointment expires 3/23/25

[ECOLOGY'S SIGNATURE BLOCK]

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____ [SIGNATURE] Barry Rogowski

by: _____ [PRINTED NAME] Barry Rogowski

Title: Section Manager

Dated: 4/14/21

STATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Thurston

On this 14 day of April, 2021, I certify that Barry Rogowski personally appeared before me, acknowledged that **he/she** is the Section Manag of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.

Jillian Carver
Notary Public in and for the State of Washington

JILLIAN CARVER NOTARY PUBLIC STATE OF WASHINGTON Commission # 203609 MY APPOINTMENT EXPIRES OCTOBER 26, 2022

Residing at Thurston County

My appointment expires October 26, 2022

Exhibit A

LEGAL DESCRIPTION

POR SE 1/4 OF SEC 20-24-4 & OF NE 1/4 OF SEC 29-24-4 & POR OF L M COLLINS D C #46 & POR OF ABANDONED BED OF DUWAMISH RIVER DESIGNATED AS TRACTS 41 THRU 44 & TRS 65 THRU 69 OF COMMERCIAL WATERWAY NO 1 FIRST ADD MORE PARTICULARLY DAF - BEG SW COR TR 9 BLK A OF GEORGETOWN (VOL 6 PG 9) TH N 77-44-23 W 60 FT TH N 12-15-37 E PLW W LN OF SD BLK A 560 FT TO TPOB TH CONTG N 12-15-37 E 100 FT TO SLY LN OF TR OF LAND CONVEYED UNDER REC #8312300229 TH N 77-44-23 W ALG SD SLY LN 45.11 FT M/L TO E LN TR 67 TH CONTG N 77-44-23 W 73.84 FT TH N 03-32-43 W 98.66 FT TO NW COR OF TR OF LAND CONVEYED TO WESTERN BOWLING INC BY DEED REC UNDER AF #4771877 TH N 74-40-55 E ALG NLY LN SD TR 32.67 FT TH S 86-26-54 E 0.96 FT ALG NLY LN TO ANGLE PT OF SD TR TH N 25-13-16 W ALG WLY LN OF TR OF LAND CONVEYED TO EDWIN J CHURCH REC UNDER AF #7204100271 158.07 FT TO SLY LN S MICHIGAN ST TH S 68-33-17 W ALG SD SLY MGN OF S MICHIGAN ST 161.30 FT TO NE COR LOT 1 BLK 28 J R MCLAUGHLIN WATERFRONT ADD (VOL 13 PG 28) (SD PT ALSO BEING NWLY COR OF SD TR 44) TH S 16-07-33 E 40.17 FT TO SWLY COR SD TR 44 TH S 08-34-07 E 85.20 FT ALG WLY LNS OF SD TRS 43 & 42 TO NWLY COR SD TR 41 TH S 03-47-48 W 94.42 FT ALG WLY LN OF SD TR 41 TO SW COR THOF (SD PT AKA NE COR LOT 5 BLK 28 OF SD J R MCLAUGHLINS WATERFRONT ADD TH S 89-59-47 E ALG NLY LN OF SD LOT 5 PRODUCED ELY 115.03 FT TO WLY LN OF SD TR 68 SD PRODUCTION BEING S LN OF SD TR 41 TH S 01-13-00 E 63.07 FT ALG WLY LNS SD TRS 68 & 69 TO SW COR OF SD TR 69 TH S 77-44-23 E ALG SLY LN SD TR 69 & SD LN PRODUCED ELY 160.42 FT TO TPOB

Exhibit B

PROPERTY MAP

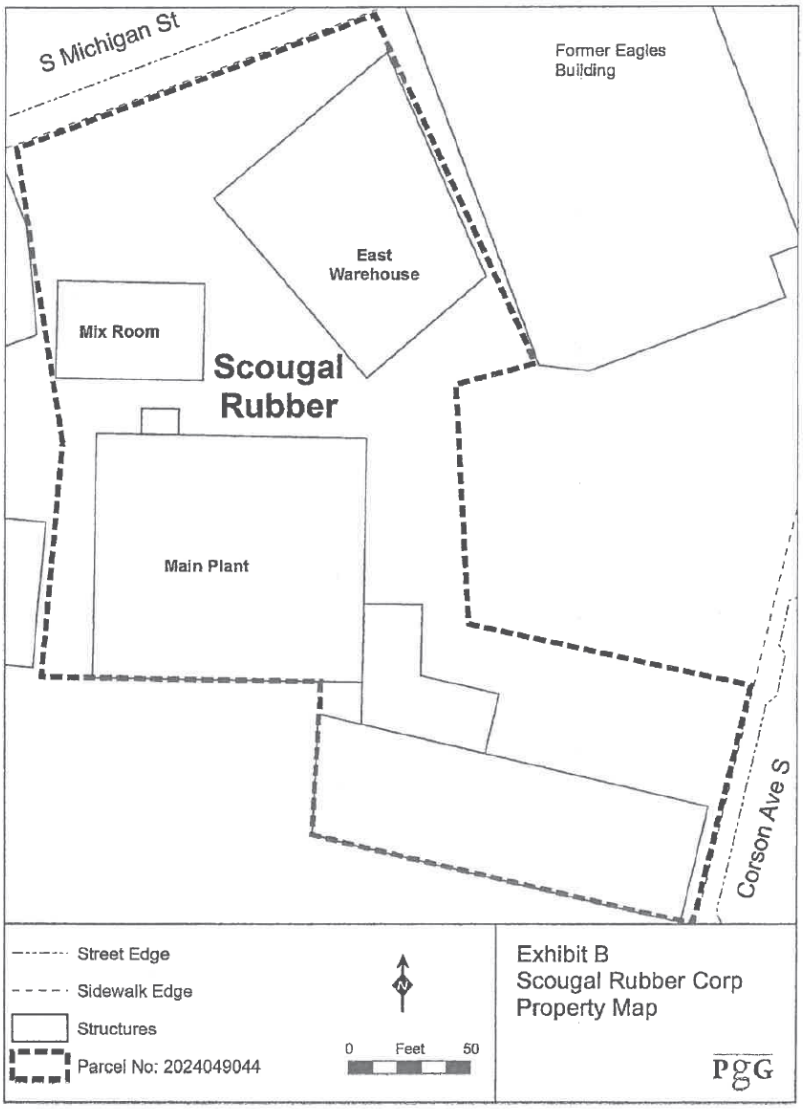
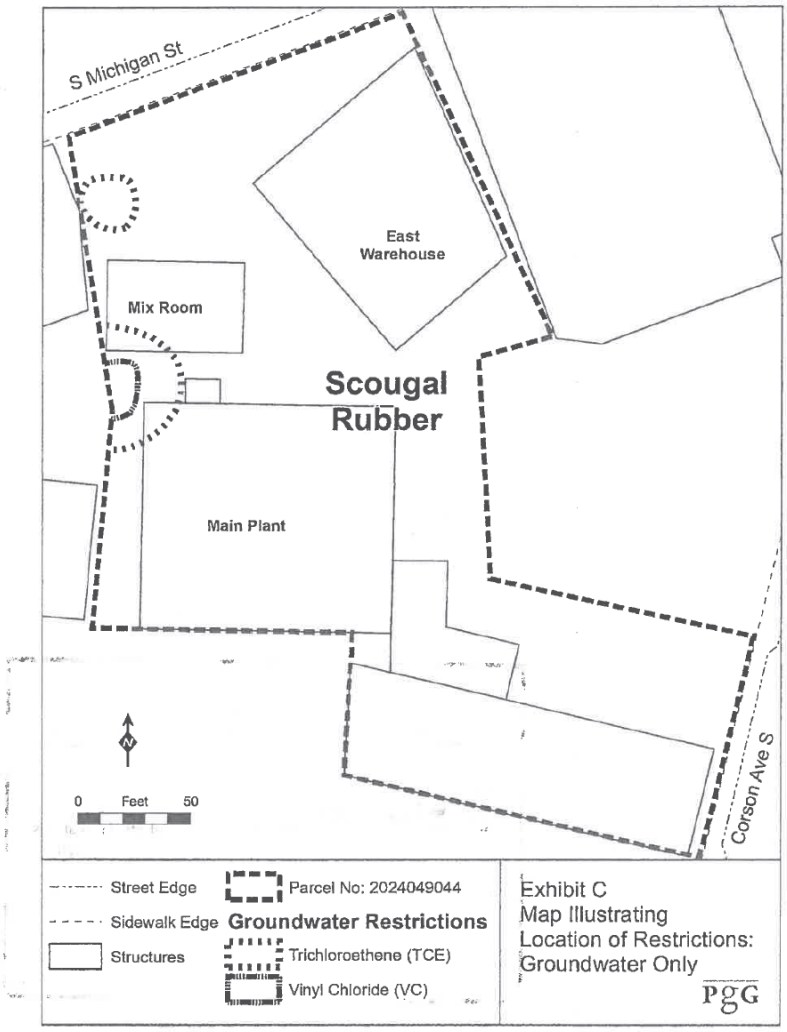

S Michigan St
Former Eagles Building
East Warehouse
Mix Room
Scougal Rubber
Main Plant
Corson Ave S
Street Edge
Sidewalk Edge
Structures
Parcel No: 2024049044
N
0 Feet 50
Exhibit B
Scougal Rubber Corp
Property Map
PgG

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS


S Michigan St
East Warehouse
Mix Room
Scougal Rubber
Main Plant
Corson Ave S
N
0 Feet 50
Street Edge
Sidewalk Edge
Structures
Parcel No: 2024049044
Groundwater Restrictions
Trichloroethene (TCE)
Vinyl Chloride (VC)
Exhibit C
Map Illustrating
Location of Restrictions:
Groundwater Only
PgG

Enclosure C

Confirmational Monitoring Plan

PACIFIC groundwater GROUP

SCOUGAL RUBBER CORP
POST-CLOSURE MONITORING PLAN

SUBMITTED TO
WASHINGTON STATE DEPARTMENT OF ECOLOGY
FEBRUARY 11, 2021

SCOUGAL RUBBER CORP
POST-CLOSURE GROUNDWATER MONITORING PLAN

Prepared for:

Corson Foley, LLC
5700 Third Avenue South
PO Box 80286
Seattle WA 98108

Prepared by:

Pacific Groundwater Group
2377 Eastlake Avenue East, Suite 200
Seattle, Washington 98102
206.329.0141
www.pgwg.com

February 11, 2021

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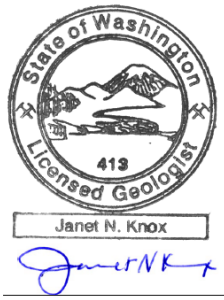
FIGURES

Figure 1: Groundwater Monitoring Well Locations

SIGNATURE

This report, and Pacific Groundwater Group's work contributing to this report, were reviewed by the undersigned and approved for release.



Janet Knox
Principal Environmental Geochemist
Washington State Geologist No. 413

1.0 INTRODUCTION AND PURPOSE

The purpose of this document is to plan post-closure groundwater monitoring for the Site known as Scougal Rubber Corp (Scougal). Scougal is former Voluntary Cleanup Site NW1707 and Washington State Department of Ecology (Ecology) Facility Site #93637295. Scougal's address is 6239 Corson Ave S, Seattle, WA 98108.

As of 2020, Scougal has completed soil and groundwater investigation and remediation to Model Toxics Control Act (MTCA) standards, except localized areas of residual groundwater contamination. This plan describes post-closure groundwater monitoring that will commence with the receipt from Ecology's No Further Action with Environmental Covenant closure documentation to monitor these areas.

This plan maintains the groundwater monitoring activities required to support post-closure.

2.0 HYDROGEOLOGIC SETTING

The Scougal property overlies fine to medium silty sands with scattered, discontinuous silt and gravel stringers. These soils are commonly observed throughout the lower Duwamish area. Depth to groundwater at the site is between 7 and 9 feet. The regional groundwater flow direction is to the southwest toward the Duwamish River, approximately 0.5 miles away. Soil cores collected in 2009 identified a 6- to 12-inch thick silt layer at approximately 16 feet below ground surface (bgs) that appears to be laterally continuous.

3.0 REMEDIATION HISTORY

Petroleum- and chlorinated solvent-impacted soil was identified on the Scougal property in the late 1980s. This discovery led to remedial action at the Site including removal of underground storage tanks, hotspot excavation, hydraulic containment, and operation of an air sparging soil vapor extraction (SVE) system. The SVE system was designed to reduce contaminant concentrations in soil and groundwater behind the Scougal main plant and beneath the adjacent Ewing Irrigation and Landscape Supply Building (former Machinists Inc., a former auto wrecking yard, property owned by LaBossier Family, L.L.C.) property to the west. The SVE system was operated intermittently from 1994 through 1999.

Operation of the SVE system reduced groundwater concentrations by approximately 90 percent and had some effectiveness in soil. In 1994, trichloroethene (TCE) (1,000 ug/L) and vinyl chloride (VC) (1,300 ug/L) concentrations at MW-14 exceeded cleanup levels. The SVE system was effective at reducing contaminant mass, but soil and groundwater concentrations remained above cleanup levels.

Scougal contacted Pacific Groundwater Group (PGG) in 2006 to develop a plan to further reduce contaminant concentrations to below cleanup levels. PGG performed additional site investigation in 2006 as the basis for further remediation.

PGG developed a Final Remedial Action Plan to address residual contamination, submitted to Ecology in 2007. With that plan, Scougal entered Ecology's Voluntary Cleanup Program (VCP) to receive Ecology's approval of the cleanup approach and to obtain a No Further Action (NFA) letter once the cleanup goals are achieved.

Upon review of the existing site documents and the Final Remedial Action Plan, Ecology provided approval of the plan on April 12, 2007. PGG then implemented the planned removal of shallow impacted soil, in-situ chemical oxidation with potassium permanganate (KMnO4), and confirmation sampling.

All confirmation soil samples within the treatment area were non-detect for chlorinated sol-

vents. Groundwater petroleum compound concentrations were reduced to below cleanup levels. Groundwater chlorinated ethene concentrations were reduced an additional 90 percent to approximately 1 percent of the pre-remediation (1993) levels. However, TCE and vinyl chloride concentrations remained above MTCA Method A groundwater cleanup values at the end of 2008.

In 2009, PGG developed and implemented a targeted ozone injection system to further reduce concentrations. Briefly, between 2,500 and 3,000 pounds of ozone were delivered to groundwater sparge points during ozone operations through November 2015. Ozone treatment was discontinued in 2016. In 2017, the north yard was excavated, and low level TCE-contaminated soils were removed. Prior to replacement with clean fill, a subsurface oxidant infiltration system was installed for additional in-situ chemical oxidation. Injections of KMnO4 began in June 2017 with six injections occurring through February 2019.

4.0 GROUNDWATER MONITORING PLAN

This plan defines the groundwater monitoring tasks that will take place during the post-closure period after the receipt of the No Further Action with Environmental Covenant from Ecology.

4.1 OBJECTIVES AND DATA NEEDS

Groundwater monitoring will address two project objectives:

- Groundwater monitoring to observe long-term trends that concentrations are generally stable or decreasing, with minor fluctuations in concentrations expected.
- In the future, when groundwater concentrations are below appropriate cleanup levels, Scougal may request Ecology's concurrence to cease monitoring when one of the following conditions are met: 1) if TCE and VC are not detected for two quarters, monitoring may cease; or 2) if TCE and VC are below Method A cleanup levels for four quarters, monitoring may cease. If either of these conditions are met, Scougal may request Ecology's concurrence to end groundwater monitoring, remove the Site from the Confirmed or Suspected Contaminated Sites List, and remove the deed restriction from Scougal Site parcels.

The proposed groundwater monitoring program is summarized in subsequent sections.

4.2 GROUNDWATER MONITORING WELL LOCATIONS

The locations of post-closure groundwater monitoring wells are shown on Figure 1, as well as the areas where groundwater concentrations exceed MTCA Method A cleanup levels. As shown on Figure 1, the following wells will be sampled:

- MW-12,
- MW-13,
- MW-14, and
- MW-17.

4.3 MONITORING PROGRAM SCHEDULE

Starting with the receipt of the completed No Further Action and Environmental Covenant, the four wells will be sampled every six months for two years. After that time, if concentrations do not increase by more than 100 percent, the frequency of groundwater monitoring will decrease to once per year until five years after receipt of the No Further Action with Environmental Covenant from Ecology.

At five years after the receipt of the No Further Action with Environmental Covenant, the fre-

quency of longer-term monitoring will be proposed. It is anticipated that longer-term monitoring would reduce the number of wells and frequency.

The groundwater monitoring program consists of three components:

- Well condition inspection
- Routine water level monitoring
- Groundwater quality sampling

4.3.1 Well Inspection

An inspection of the condition of each in-service monitoring well will be completed on the same frequency as the monitoring program (described below). Field personnel will take note of the condition of the monument seal and casing and identify required maintenance.

4.3.2 Water Levels

Water levels will be collected with each sampling round during the post-closure monitoring period. Water levels will be recorded to the nearest 0.01 ft.

4.3.3 Groundwater Sampling

Groundwater quality sampling will be conducted using standard low flow methods. Field water quality instruments will be calibrated at the beginning (prior to sampling) of the day. Calibration data will be recorded in field notes.

Groundwater samples will be collected with a peristaltic pump using dedicated tubing stored in the well, according to standard low-flow sampling protocols. After purging and stabilizing field parameters, samples will be collected from all four wells.

Standard field procedures will be used to maintain data quality and consistency throughout the duration of groundwater sampling. As sampling equipment will not be reused, no rinseate field blank is required. For the post-closure monitoring period, no field quality assurance/quality control (no field blanks or duplicates) samples are proposed.

4.3.4 Sample Handling and Custody

Following collection, groundwater samples will be handled in the manner described below.

- Place sample bottles in clean, insulated containers (ice chests) containing frozen gel, ice, or another compound to maintain temperature near, but not at or below, freezing. Use sufficient cooling materials to maintain temperature near freezing during the entire time of transport to the lab.
- Maintain custody of samples from time of sampling to receipt at the laboratory. "Custody" means that samples remain in direct possession of a person who is recorded on the Chain-of-Custody form or locked in secure vehicles or offices.
- Complete the appropriate Chain-of-Custody forms and any other pertinent sampling/shipping documentation to accompany the samples.
- Samples will be transferred to the analytical laboratory, accompanied by Chain-of-Custody forms and any other pertinent shipping/sampling documentation. One set of Chain-of-Custody forms will be used per laboratory shipment. Sample container custody seals will be used for all shipped containers not delivered directly to the lab by PGG personnel. Seals will consist of breakable tape (such as paper masking tape) signed in ink by the person relinquishing the sample. The tape will be placed in such manner that the tape must be broken in order to open the sample container.

4.3.5 Laboratory Analyses

Samples will be submitted for analysis by a Washington-certified laboratory using U.S. Environmental Protection Agency Method 8260 to report concentrations of the following analytes with the MTCA Method A (or Method B for

DCE) cleanup levels (micrograms per liter or ug/L) listed:

- Trichloroethylene 5 ug/L
- 1,2-Dichloroethylene 72 ug/L
- Vinyl Chloride 0.2 ug/L

4.3.6 Field Documentation

Prepared field forms will be used to document observations and data collected under this groundwater monitoring program. Water level measurements and well condition inspection notes will both be recorded.

Groundwater sampling activities will be documented using a Groundwater Sampling Form. Details included in the sampling form include field parameters, purge measurements, sample bottle inventory, and a listing of equipment used.

4.3.7 Quality Assurance and Quality Control Procedures

A Washington-accredited laboratory will perform analyses for the project per WAC 173-50, Accreditation of Environmental Laboratories. EPA Contract Laboratory Program (CLP) QA/QC procedures or similar efforts will be used for the analyses.

QA/QC samples processed with collected groundwater samples are:

- One method blank per batch. The method blank is used to assess the preparation batch for possible contamination during the preparation and processing steps. It is processed along with and under the same conditions as the associated samples. The goal for the method blank is no detected contaminants. If contaminants are detected in the method blank, the nature of the interference and the effect on the analysis of each sample collected will be evaluated.
- Matrix specific QA/QC samples indicate the effect of the sample matrix on the precision and accuracy of the results generated using the selected method. The information from these controls is sample/matrix specific and is not normally used to determine the validity of an entire batch of samples. Matrix spike results are expressed as percent recovery, and compared to established acceptance criteria, from 65% to 135%.
- Matrix duplicates are replicate aliquots of the same sample taken through the entire analytical procedure. The results from this analysis indicate the precision of the results for the specific sample using the selected method. One duplicate sample is analyzed with each preparation batch. If sufficient sample is provided, this will be either a matrix spike duplicate or a matrix duplicate. If not, a laboratory control sample duplicate will be analyzed. The acceptance criteria for matrix duplicate analyses is a relative percent difference of 35%.

4.4 MANAGEMENT OF INVESTIGATION-DERIVED WASTE

Purge water from the monitoring wells will be collected and returned to the Scougal facility where it will be secured and consolidated for disposal. During purging, water will be field screened for signs of contamination (odor, sheen, etc.) and notes will be recorded on the Groundwater Sampling Forms. Disposition of development/purge water will be determined based on groundwater analytical data from that well. Purge water will be disposed of at an appropriate disposal facility, such as Marine Vacuum Service or Emerald Services.

4.5 DATA REVIEW AND VALIDATION

The data generated from field and laboratory measurements will be reviewed for data quality objectives using Contract Laboratory Program level 3 validation (CLP 2017).

Following verification and validation of the data, the data will be assessed for usability. Data validation will be summarized in the final report.

4.6 REPORTING

Groundwater monitoring results will be reported annually as data reports with sampling documentation, data summary, and analytical laboratory reports. Field observations and analytical data will be documented in a data summary report after four quarters of sampling. Analytical data will be uploaded to the Ecology Environmental Information Management (EIM) database.

5.0 LIMITATIONS

Work for this project was performed and this report prepared in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities, at the time the work was performed. It is intended for the exclusive use of Scougal Rubber for specific application to the referenced property. No other warranty, express or implied, is made.

Figure 1
Groundwater Monitoring Well Locations
Scougal Rubber Site

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