



Navy regarding the Norseland Site are identical. The Norseland Public Participation Plan referenced in this Enforcement Order is the same as the Norseland Public Participation Plan referenced in the Agreed Order between Ecology and the Navy and the Consent Decree between Ecology and Kitsap County and the Port of Bremerton.

5. The City of Bremerton was invited to join in the Consent Decree with Kitsap County and the City of Bremerton, but declined to do so.

II.

Jurisdiction

This Enforcement Order is issued pursuant to the authority of RCW 70.105D.050(1).

III.

Statement of Facts

Ecology makes the following finding of facts without any express or implied admissions by the City of Bremerton.

1. The Navy generated, transported, and disposed of waste material in a landfill on the Norseland Site in the 1950's (See Ecology Files, Norseland/SIT8.7).

2. Kitsap County owned the property currently known as Norseland Mobile Estates from 1948 until 1963. From 1951 to 1961 Kitsap County leased the Site, or portions thereof, to Puget Service Company for use as a garbage disposal Site. In 1962 a lease for the Site was entered into by Kitsap County, a municipal corporation, the lessor, and Omar B. and Shirley M. Nesham, the lessees. The lease was signed by the Kitsap County Airport Board on behalf of Kitsap County. (See letter from Ron Franz dated July 16, 1993, with attached copy of lease, in Norseland file SIT1.2). The Neshams developed the first phase of Norseland Mobile Estates.

3. The City of Bremerton contracted Puget Service Company to collect and transport all waste from property owned or operated within the City to the landfill operated by Puget Service Company on the Norseland Site. Hence, the City of Bremerton arranged for waste disposal at the Site. This disposal began in 1951 and continued until 1961, and possibly later. Hazardous substances released at the Site are consistent with substances found in waste streams from municipal property owners.

4. The Port of Bremerton acquired the property from Kitsap County in 1963 and currently owns the Site.

5. The Port of Bremerton, through lease and approved assignment of lease, has leased the Site to a succession of mobile home park operators. The successive mobile home park operators owned/own the mobile home park improvements at the Site, but not the real property.

6. The land surrounding this Site is used primarily for commercial and industrial purposes, and has been since development of the mobile home park began in 1962. The Port of Bremerton operates a wastewater treatment plant less than one-half mile north of the Site. This plant services the Port's Industrial Park, located northeast of Norseland Mobile Estates, and airport, located across State Highway 3, southeast of Norseland Mobile Estates. The Olympic View Landfill is located within one mile to the northwest of the Site. The City of Bremerton sprays a forested area with wastewater treatment plant sludge within one mile of the Site. Each of these activities represents a potential source of odors in the vicinity of the Site. Exhibit A contains a map showing the location of some of these potential odor sources with respect to the Norseland Site.

7. Olympic View Sanitary Landfill holds a permit from the Bremerton/Kitsap County Health District to receive soil contaminated with up to 3% by weight petroleum hydrocarbons for use as daily and intermediate cover material. Olympic View Sanitary Landfill also accepts sewage sludge under permit from the Bremerton/Kitsap County Health District.

8. In September 1991 Ecology received reports that transitory odors at the mobile home park were detected by residents and that various health effects were attributed to the odors by some mobile home park residents.

9. In February and March 1992 the Washington State Department of Health conducted a health survey of residents at Norseland Mobile Estates. Washington State Department of Health recommended continued investigation and characterization of the Site to attempt to identify compounds which could be causing the reported odors and alleged health effects. (See "Norseland Mobile Estates Health Survey" by Washington State Department of Health dated June 1992 in Ecology file Norseland/SIT2.4)

10. The Port of Bremerton and Kitsap County conducted an independent study to investigate complaints of odors and environmental concerns at Norseland Mobile Estates. Hazardous substances were detected in soil vapors in the subsurface and in ambient air at Norseland. The investigation concluded that ample evidence exists which indicates portions of Norseland Mobile Estates have been used for waste management and disposal activities and that it is likely that both off-site and on-site odor sources exist. (See "Final Report for the Site Investigation at Norseland Mobile Estates, Port Orchard, Washington", prepared by Science Applications International Corporation (SAIC) for the Port of Bremerton, dated July 1992 in Ecology file Norseland/SIT2.5.)

11. Interviews of residents by Ecology personnel in October 1992 indicated that transitory odor episodes were continuing. Odor levels and frequency were reported to be increasing. Some residents continued to report health effects which they attributed to the odors.

#### IV.

##### Ecology Determinations

1. The Navy is a "generator" as defined at RCW 70.105D.040(1)(c).

2. The City of Bremerton arranged for disposal of hazardous substances as defined at RCW 70.105D.040(1)(c).

3. Kitsap County is a former "owner" as defined by RCW 70.105D.040(1)(b) of a "facility" as defined in RCW 105D.020(3).

4. The Port of Bremerton is an "owner" as defined at RCW 70.105D.020(6) and RCW 70.105D.040(1)(a) of a "facility" as defined in RCW 70.105D.020(3).

5. The facility is known as Norseland Mobile Estates and is located at 8651 State Highway 3 Southwest, Port Orchard, Washington 98366.

6. The substances found at the facility as described above are "hazardous substances" as defined at RCW 70.105D.020(5).

7. Based on the presence of these hazardous substances at the facility and all factors known to the Ecology, there is a release or threatened release of hazardous substances from the facility, as defined at RCW 70.105D.020(10).

8. By letters dated August 3, 1992, Ecology notified Kitsap County and the Port of Bremerton of their status as "potentially liable persons" under RCW 70.105D.040 after notice and opportunity for comment. By letters dated January 12, 1993, Ecology notified the Navy and the City of Bremerton of their status as "potentially liable persons" under RCW 70.105D.040 after notice and opportunity for comment.

9. Pursuant to RCW 70.105D.030(1) and .050, Ecology reserves the authority to require potentially liable persons to investigate or conduct other remedial actions under subsequent orders or decrees with respect to the release or threatened release of hazardous substances, whenever it believes such action to be in the public interest.

10. Based on the foregoing facts, Ecology believes the RI/FS required by this Enforcement Order is in the public interest.

V.

Work to be Performed

Based on the foregoing Facts and Determinations, it is hereby ordered that the City of Bremerton take the following remedial actions and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein.

1. Prepare a work plan for a State Remedial Investigation/Feasibility Study (RI/FS) of the nature and extent of contamination in groundwater, surface water, soil, sediments, and air at Norseland Mobile Estates and determine on-site sources of contaminants. The RI/FS shall be conducted in accordance with the scope and contents specified in WAC 173-340-350(5) and (6).

2. The RI/FS shall delineate the nature and extent of landfill material underlying the Site using an appropriate combination of test pits, borings, geophysical surveys, and/or other appropriate methods.

3. The RI/FS shall include air quality investigations sufficient to evaluate the nature and extent of intermittent odors at the Site and to evaluate on-site sources of such odors. The RI/FS shall assess the relative contribution of on-site sources to odors at Norseland Mobile Estates.

4. Delineation of the nature and extent of potential lead contamination in blue clay and of petroleum-contaminated soils identified during the Site hazard assessment are specifically excluded from the RI/FS required under this Enforcement Order (See "Site Hazard Assessment, Norseland Site, 8651 State Highway 3 Southwest, Port Orchard, Washington", by Washington Department of Ecology, Northwest Regional Office, Toxics Cleanup Program, in Ecology File Norseland/SIT2.3). Areas in which these soils occur shall be investigated if necessary to delineate the nature and extent of underlying landfill material.

5. The RI/FS shall include installation and sampling of monitoring wells to assess groundwater quality.

6. The need for surface water and/or sediment sampling to assess water and sediment quality shall be evaluated during the course of the RI/FS.

7. The RI/FS may be performed in phases, with a separate work plan prepared for each phase. The first work plan submitted shall contain a draft outline for the final RI/FS report, specify the portions of the RI/FS report for which investigations are being conducted, be attached as Exhibit A of this Enforcement Order, and be an integral part of this Enforcement Order. Subsequent work plans shall be prepared for Ecology approval. Upon approval by Ecology such work plans shall be performed under this Enforcement Order. All work plans shall contain a schedule and specify deliverable items. Deliverable items shall include monthly progress reports, data packages containing quality assured data collected during the investigations, and reports describing the results of investigations conducted under the work plan. Draft interim reports shall be prepared at the end of each phase and submitted to Ecology for Ecology approval. A final RI/FS report will be prepared at the completion of the final work plan describing the results of investigations conducted under all work plans and incorporating the findings presented in all interim reports. The final report shall stand alone as a comprehensive report of the RI/FS. The final RI/FS report shall follow the draft outline contained in the work plan as revised during the course of work. Revision of the outline shall require approval of Ecology's project coordinator. Draft interim reports shall follow relevant portions of the draft outline and be prepared in such a manner that they may be readily incorporated into the final report.

8. Draft interim reports shall be made available for public review in accordance with the Norseland Public Participation Plan. Subsequent work plans and the final report shall be subject to public comment and hearings in accordance with the Norseland Public Participation Plan. Modifications to work plans that Ecology determines are not significant will not be subject to public comment.

9. Although a phased approach may be used by the City of Bremerton, Ecology intends the RI/FS investigations to be conducted in a timely and expeditious manner. Ecology expects the City of Bremerton to exercise good faith in designing a thorough Phase I work plan.

10. The City of Bremerton shall not to perform any remedial actions outside the scope of this Enforcement Order unless the parties agree to amend the scope of work to cover these actions. All work conducted under this Enforcement Order shall be done in accordance with ch. 173-340 WAC unless otherwise provided herein.

VI.

Terms and Conditions of Enforcement Order

1. Definitions

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

A. Site: The Site, referred to variously as Norseland Mobile Estates and as the Norseland Site is located at 8651 State Highway 3 Southwest, Port Orchard, Washington. The Site is more particularly described in Exhibit A to this Enforcement Order.

B. Parties: Refers to the Washington State Department of Ecology and the City of Bremerton.

C. Enforcement Order: Refers to this Enforcement Order and Exhibit A of this Enforcement Order. Exhibit A is an integral and enforceable part of this Enforcement Order.

D. Potentially Liable Person (PLP): For the purposes of this Enforcement Order, the terms Potentially Liable Person and PLP refer to the City of Bremerton.



2. Public Notice

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

3. Remedial Action Costs.

The City of Bremerton shall pay to Ecology costs incurred by Ecology in overseeing and conducting remedial activities at the site. Remedial action costs are costs reasonably attributable to the Site and may include costs of direct activities, support costs of direct activities, and interest charges for delayed payments. As used in this Enforcement Order, costs of direct activities and support costs of direct activities mean the following:

(a) Costs of direct activities are direct staff costs and other direct costs. Direct staff costs are the costs of hours worked directly on a contaminated site, including salaries, retirement plan benefits, Social Security benefits, health care benefits, leave and holiday benefits, and other benefits required by law to be paid to, or on behalf of, employees. Other direct costs are costs incurred as a direct result of Ecology staff working on a contaminated site including, for example, costs of: Travel related to the site, printing and publishing of documents about the site, purchase or rental of equipment used for the site, and contracted work for the site.

(b) Support costs of direct activities are agency support costs and program support costs, each expressed as a multiplier of the direct staff costs and described as follows:

(i) Agency support costs are the costs of facilities, communications, personnel, fiscal, and other state-wide and agency-

wide services. The multiplier used shall be the agency indirect rate approved by the agency's federal cognizant agency (which, as of July 1, 1993, was the United States Department of the Interior) for each fiscal year.

(ii) Program support costs are the costs of administrative time spent by site managers and other staff that work directly on sites and the cost of management, clerical, policy, computer, financial, and other support provided by other program staff to site managers and other staff that work directly on sites. The multiplier used shall be calculated by dividing actual support costs by the direct staff costs of all hours charged to site related work. The multiplier shall be revised at least biennially and any changes published in at least two publications of the Site Register. The multiplier shall not exceed 1.0 (one).

(c) Request for payment. When Ecology requests payment of remedial action costs it shall provide an itemized statement documenting the costs incurred.

(d) Interest charges. A minimum of twelve percent interest shall accrue on all remedial action costs not paid within ninety days of the billing date, or within another longer time period designated by Ecology.

4. Designated Project Coordinators.

The project coordinator for Ecology is:

Name: David L. South  
Address: Toxics Cleanup Program  
Washington State Department of Ecology  
3190 160th Avenue SE  
Bellevue, Washington 98008-5452  
Telephone: (206) 649-7200  
FAX: (206) 649-7098

The Project Coordinator for the City of Bremerton shall be specified in writing in a letter to Ecology's project coordinator within 15 days of receipt of this Enforcement Order.

Each project coordinator shall be responsible for overseeing the implementation of this Enforcement Order. The Ecology project coordinator will be Ecology's designated representative at the Site. To the maximum extent possible, communications between Ecology and the City of Bremerton and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Enforcement Order, shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the remedial work required by this Enforcement Order. The project coordinators may agree to minor modifications to the work to be performed without formal amendments to this Enforcement Order. Minor modifications will be documented in writing by Ecology.

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

5. Performance. All work performed pursuant to this Enforcement Order shall be under the direction and supervision, as necessary, of a professional engineer or hydrogeologist, or similar expert, with appropriate training, experience and expertise in hazardous waste site investigation and cleanup.

The City of Bremerton shall notify Ecology as to the identity of such engineer(s) or hydrogeologist(s), and of any contractors and subcontractors to be used in carrying out the terms of this Enforcement Order, in advance of their involvement at the Site. The City of Bremerton shall provide a copy of this Enforcement Order to all agents, contractors and subcontractors retained to perform work required by this Enforcement Order and shall ensure that all work

undertaken by such agents, contractors and subcontractors will be in compliance with this Enforcement Order.

Except when necessary to abate an emergency situation, the City of Bremerton shall not perform any remedial actions at the Site outside that required by this Enforcement Order unless Ecology concurs, in writing, with such additional remedial actions.

6. Access

Ecology or any Ecology authorized representative shall have the authority to enter and freely move about all property at the Site at all reasonable times for the purposes of, inter alia: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Enforcement Order; reviewing the progress in carrying out the terms of this Enforcement Order; conducting such tests or collecting samples as Ecology or the project coordinator may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Enforcement Order; and verifying the data submitted to Ecology by the City of Bremerton. When entering the Site under ch. 70.105D RCW, Ecology shall provide reasonable notice prior to entering the Site unless an emergency prevents notice. Ecology shall allow split or replicate samples to be taken by the City of Bremerton during an inspection unless doing so would interfere with Ecology's sampling. The City of Bremerton shall allow split or replicate samples to be taken by Ecology and shall provide Ecology seven (7) days notice before any sampling activity.

7. Public Participation

Public Participation will be accomplished by implementing the Norseland Public Participation Plan. Ecology shall maintain the responsibility for implementing the Public Participation Plan in accordance with WAC 173-340-600(8)(g).

8. Retention of Records

The City of Bremerton shall preserve in a readily retrievable fashion, during the pendency of this Enforcement Order and for ten (10) years from the date of completion of the work performed pursuant to this Enforcement Order, all records, reports, documents, and underlying data, or the electronic equivalent, in its possession relevant to this Enforcement Order. Should any portion of the work performed hereunder be undertaken through contractors or agents of the City of Bremerton, a record retention requirement meeting the terms of this paragraph shall be required of such contractors and/or agents.

9. Dispute Resolution

The City of Bremerton may request Ecology to resolve factual or technical disputes which may arise during the implementation of this Enforcement Order. Such request shall be in writing and directed to the signatory, or his/her successor(s), of this Enforcement Order. Ecology resolution of the dispute shall be binding and final. The City of Bremerton is not relieved of any requirement of this Enforcement Order during the pendency of the dispute and remains responsible for timely compliance with the terms of the Enforcement Order unless otherwise provided by Ecology in writing.

10. Reservation of Rights

Ecology reserves all rights to issue additional orders or take any action authorized by law in the event or upon the discovery of a release or threatened release of hazardous substances not addressed by this Enforcement Order, upon discovery of any factors not known at the time of issuance of this Enforcement Order, in order to abate an emergency, or under any other circumstances deemed appropriate by Ecology.

Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances from the Site.

In the event Ecology determines that conditions at the Site are creating or have the potential to create a danger to the health or welfare of the people on the Site or in the surrounding area or to the environment, Ecology may order the City of Bremerton to stop further implementation of this Enforcement Order for such period of time as needed to abate the danger.

11. Compliance With Other Applicable Laws

All actions carried out by the City of Bremerton pursuant to this Enforcement Order shall be done in accordance with all applicable federal, state, and local requirements.

VII.

Satisfaction of this Enforcement Order

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

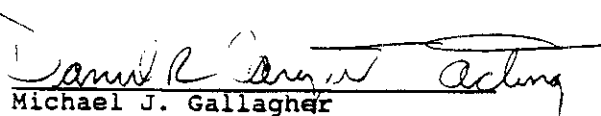
VIII.

Enforcement

1. Pursuant to RCW 70.105D.050, this Enforcement Order may be enforced as follows:
  - A. The Attorney General may bring an action to enforce this Enforcement Order in a state or federal court.
  - B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

- C. In the event the City of Bremerton refuses, without sufficient cause, to comply with any term of this Enforcement Order, the City of Bremerton will be liable for:
- (1) up to three times the amount of any costs incurred by the State of Washington as a result of its refusal to comply; and
  - (2) civil penalties of up to \$25,000 per day for each day it refuses to comply.
- D. This Enforcement Order is not appealable to the Washington Pollution Control Hearings Board. This Enforcement Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Enforcement Order: March 15, 1994.

  
Michael J. Gallagher  
Section Manager, Toxics Cleanup  
Program, Northwest Regional Office