



70.105D.020(3).

2. Alcoa is an "owner or operator" of the Site as defined in RCW 70.105D.020(6).
3. Trichloroethene is a "hazardous substance" as defined in RCW 70.105D.020(5).
4. The presence of Trichloroethene in the ground water at the Site constitutes a "release" as defined in RCW 70.105D.020(10).
5. By letters of February 14, 1989 and June 13, 1990, Ecology notified Alcoa of its status as a "potentially liable person" under RCW 70.105D.040.
6. Pursuant to RCW 70.105D.030(1) and .050, Ecology may require potentially liable parties to investigate or conduct remedial actions with respect to the release or threatened release of hazardous substances.

Based on the foregoing facts and in the best interests of the public, Ecology has determined that Alcoa must take remedial actions, as set forth below, on the site.

#### WORK TO BE PERFORMED

Based on the foregoing Facts and Determinations, it is hereby Ordered and Agreed that Alcoa perform the remedial action set forth below. The required remedial action is more fully described in the work plan labeled "Remedial Investigation Plan, Former ALCOA Facility, Vancouver, Washington", prepared by Hart Crowser, dated April 16, 1990 and attached to this Order as Exhibit A. Exhibit A is incorporated by this reference and is an integral and enforceable part of this Agreed Order.

The remedial action plan that will be implemented at the site is a two phase plan. The first phase of the plan will involve a fairly extensive sampling of existing onsite wells to assess both the vertical and horizontal extent of TCE contamination. Concurrently, a more through investigation of the site history relating to potential releases of ICE will be conducted. Phase Two of the plan will be focused on addressing the data gaps indicated during the phase One work. Phase Two activities will be to complete the site characterization sufficient to support a risk assessment and permit a feasibility study of various remediation alternatives. Prior to initiating the Phase Two work, Ecology will review and approve the plan.

#### TERMS AND CONDITIONS OF ORDER

Public Notice. RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any

provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that the Order is inadequate or improper in any respect.

Remedial Action Costs. Alcoa agrees to pay to Ecology costs incurred by Ecology pursuant to this Agreed Order. These costs shall include work performed by Ecology or its contractors for investigations, remedial actions, and Order preparation, negotiations, oversight and administration. Ecology costs shall include costs of direct activities; e.g., employee salary, laboratory costs, contractor fees, and employee benefit packages; and agency indirect costs of direct activities. Alcoa agrees to pay the required amount within 90 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. Failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges.

Designated Project Coordinators. The Project coordinator for Ecology is:

Mr. Paul Skyllingstad  
Department of Ecology  
Mail Stop PV-11  
Olympia, WA 98504-8711

The project coordinator for Alcoa is:

Mr. Steve Myers  
Aluminum Company of America  
P.O. Box 970  
Vancouver, WA 98666

The project coordinators shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communications between Ecology and Alcoa, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be directed through the project coordinators. Should Ecology or Alcoa change project coordinators, written notification shall be provided to Ecology or Alcoa at least ten (10) calendar days prior to the change.

Performance. All work performed pursuant to this 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. Alcoa 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 Order, in advance of their involvement at the Site.

Access. Ecology or any Ecology authorized representative shall have the authority to enter and freely move about 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 Order; reviewing the

progress in carrying out the terms of this 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 Order; and verifying the data submitted to Ecology by Alcoa. By signing this Agreed Order, Alcoa agrees that this Order constitutes reasonable notice of access, and agrees to allow access to the Site at all reasonable times for the purposes of overseeing work performed under this Order. Ecology shall provide Alcoa an opportunity to split any samples taken during an inspection unless doing so interferes with Ecology's sampling.

Retention of Records. Alcoa shall preserve in a readily retrievable fashion, during the pendency of this Order and for ten (10) years from the date of completion of the work performed pursuant to this Order, all records, reports, documents, and underlying data in its possession relevant to this Order. Should any portion of the work performed hereunder be undertaken through contractors or agents of Alcoa, then Alcoa agrees to include in their contract with such contractors or agents a record retention requirement meeting the terms of this paragraph.

Dispute Resolution. Alcoa may request Ecology to resolve disputes which may arise during the implementation of this Order. Such request shall be in writing. Ecology resolution of the dispute shall be binding and final. Alcoa is not relieved of any requirement of this Order during the pendency of the dispute and remains responsible for timely compliance with the terms of the Order unless otherwise provided by Ecology in writing.

Reservation of Rights/No Settlement. This Agreed Order is not a settlement under the Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority. Ecology will not, however, bring an action against Alcoa to recover remedial action costs paid to and received by Ecology under this Agreed Order. In addition, Ecology will not take additional enforcement actions against Alcoa to require those remedial actions required by this Agreed Order, provided Alcoa complies with this Agreed Order. Ecology reserves the right, however, to require additional remedial action at the Site should it deem such actions necessary.

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 condition of the environment, Ecology may Order Alcoa to stop further implementation of this Order for such period of time as needed to abate the danger.

Compliance with Other Applicable Laws. All actions carried out by Alcoa pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements.

Modification. Ecology and Alcoa may modify this Order by mutual written agreement.

SAISFACTION OF THIS ORDER

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

ENFORCEMENT

In the event Alcoa refuses, without sufficient cause, to comply with any term of this Order, this Order may be enforced as follows:

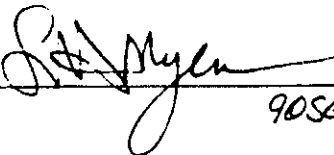
1. The Attorney General may bring an action to enforce this Order in state court.
2. In any such action, Alcoa may be liable for up to three times the amount of any costs incurred by the State of Washington as a result of the refusal to comply.
3. Additionally, in any such action, Alcoa may be liable for civil penalties of up to \$25,000 per day for each day they refuse to comply.
4. Should Ecology conduct or provide for conducting the remedial action, the Attorney General will bring an action to recover all costs incurred by the state for such action.
5. This Order is not appealable to the Pollution Control Hearings Board.

Effective date of this Order: SEP 21 1990

Aluminum Company of America

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

By   
90SEPT 21

By 