



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

May 27, 2009

Mr. Mick Gamlam  
Housing Authority of Seattle  
PO Box 19028  
Seattle, WA 98109

Dear Mr. Gamlam:

**Re: Opinion pursuant to WAC 173-340-515(5) on Groundwater Compliance Monitoring Report, dated May 6<sup>th</sup> 2009, prepared by GeoEngineers for the following Hazardous Waste Site:**

- Name: C Miller Property (12<sup>th</sup> Avenue Brownfield Cleanup Site)
- Address: 109 through 117 12<sup>th</sup> Avenue, Seattle
- VCP No.: NW1733
- Facility/Site No.: C.Miller Property F/S# 1203357  
Turner Beatty Property F/S# 2949013  
Former NuWay Cleaners F/S# 3520941

Thank you for submitting documents regarding your interim remedial actions for the C Miller Property (12<sup>th</sup> Avenue Brownfield Cleanup Site) facility (Site) for review by the Washington State Department of Ecology (Ecology) under the Voluntary Cleanup Program (VCP). Ecology appreciates your initiative in pursuing this administrative option for cleaning up hazardous waste sites under the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

This letter constitutes an advisory opinion regarding a review of submitted documents/reports pursuant to requirements of MTCA and its implementing regulations, Chapter 70.105D RCW and Chapter 173-340 WAC, for characterizing and addressing the following release(s) at the Site:

- Diesel range petroleum hydrocarbons & Stoddard Solvent in Soil;
- Tetrachloroethene, Trichloroethene, 1,1 Dichloroethene, (cis) 1,2- Dichloroethene, 1,2 Dichloropropane, Vinyl Chloride & Xylenes in Soil;
- Diesel range petroleum hydrocarbons & Stoddard Solvent in groundwater;
- Tetrachloroethene, Trichloroethene, 1,1 Dichloroethene, (cis) 1,2- Dichloroethene, 1,2 Dichloropropane, Vinyl Chloride & Xylenes in groundwater

Ecology is providing this advisory opinion under the specific authority of RCW 70.105D.030(1)(i) and WAC 173-340-515(5).



The properties are located in a mixed commercial & residential area near the southeast portion of downtown Seattle.

Based on a review of supporting documentation listed above, pursuant to **requirements contained in MTCA and its implementing regulations, Chapter 70.105D RCW and Chapter 173-340 WAC, for characterizing and addressing the following release(s) at the Site, Ecology has determined:**

- During the soil remediation action as described in the "Draft Final Cleanup Action Report", approximately 6,081 tons of contaminated soil and approximately 105,000 gallons of groundwater were removed from the Site. Confirmation soil samples were obtained from the final limits of the 2008 remedial excavation. All chemicals of concern as listed above were either not detected in the samples or were detected at concentrations less than MTCA Method A (Unrestricted land use) cleanup levels;
- From the report "Draft Final Cleanup Action Report" dated January 23<sup>rd</sup> 2009" it appears that the remedial action performed during the 2008 Interim Action has met the substantive requirements of MTCA for soil;
- On April 10<sup>th</sup> 2009, following the procedures as described in the report "Proposed Groundwater Compliance Monitoring Plan", three groundwater monitoring wells were installed. The first groundwater sampling event occurred on April 13<sup>th</sup> 2009. Analytical results from this event indicated all contaminants of concern as listed above were either not detected or were detected at concentrations less than MTCA Method A (Unrestricted land use) cleanup levels;
- In order for groundwater to meet the substantive requirements of MTCA, four consecutive quarterly groundwater monitoring events must occur with analytical results from each event indicating concentrations for all contaminants of concern as less than MTCA Method A (Unrestricted land use) cleanup levels.
- Additionally, under Policy 840 Data Submittal Requirements Environmental Information Management (EIM) must be completed prior to the issuance of the No Further Action required (NFA) letter. The direct link to the EIM web page is; <http://www.ecy.wa.gov/eim/> for the user study ID, please use VCNW1733.

**This opinion does not represent a determination by Ecology that a proposed remedial action will be sufficient to characterize and address the specified contamination at the Site or that no further remedial action will be required at the Site upon completion of the proposed remedial action.** To obtain either of these opinions, you must submit appropriate documentation to Ecology and request such an opinion under the VCP. **This letter also does not provide an opinion regarding the sufficiency of any other remedial action proposed for or conducted at the Site.**

Mr. Mick Gamlam  
May 27, 2009  
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Please note that this opinion is based solely on the information contained in the documents listed above. Therefore, if any of the information contained in those documents is materially false or misleading, then this opinion will automatically be rendered null and void.

The state, Ecology, and its officers and employees make no guarantees or assurances by providing this opinion, and no cause of action against the state, Ecology, its officers or employees may arise from any act or omission in providing this opinion.

Again, Ecology appreciates your initiative in conducting independent remedial action and requesting technical consultation under the VCP. As the cleanup of the Site progresses, you may request additional consultative services under the VCP, including assistance in identifying applicable regulatory requirements and opinions regarding whether remedial actions proposed for or conducted at the Site meet those requirements.

If you have any questions regarding this opinion, please contact me at 425.649.4446.

Sincerely,



Dale R. Myers  
Site Manager Toxics Cleanup Program

dm/kp

cc: Ms. Dana Carlisle  
GeoEngineers  
8410 154<sup>th</sup> Ave NE  
Redmond, WA 98052

RECEIVED

MAY 11 2012

DEPT OF ECOLOGY  
TCP - NWRO

City of Bothell™

May 10, 2012

Bob Warren  
Toxics Cleanup Program  
Department of Ecology  
3190 160th Avenue SE  
Bellevue, WA 98008-5452

Re: Northshore School District, Downtown Properties – Bothell  
18421 98<sup>th</sup> Ave NE, Bothell, WA  
Facility Site ID 95211555 / Cleanup Site ID 4385  
Termination of VCP Agreement

Dear Bob:

As you know, the City of Bothell acquired a substantial portion of the above site from the Northshore School District in August 2010. In March 2007, the District enrolled the site in Ecology's Voluntary Cleanup Program and signed a VCP Agreement (attached). It is our understanding the Department of Ecology reviewed and commented on an RI Work Plan and an RI Report, at the District's request, in 2007 or 2008, but that nothing further has occurred under the VCP Agreement since that time, and that Ecology's costs have been paid by the District.

Under the circumstances, the City hereby terminates the VCP Agreement with respect to the City's property. If you have any questions, please do not hesitate to call me.

Sincerely,

Robert S. Stowe  
City Manager

Enclosure

# VCP AGREEMENT

- Facility/Site Name: Northshore School District Downtown Properties
- Facility/Site No.: 95211555
- VCP Project No: \_\_\_\_\_

MAY 11 2012

DEPT OF ECOLOGY

For Office Administrative Use Only



This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and Northshore School District (Client) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified above and associated with the following address: 18421 98<sup>th</sup> Avenue NE, Bothell, WA 98011

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern.

## Services Provided by Ecology

Upon request, Ecology agrees to provide the Client informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Client with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Client provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

## Payment for Services by Client

The Client agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Client consistent with WAC 173-340-515(6) and 173-340-515(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Client a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Client shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold any requested opinions and notify the Client by certified mail that the debt is past due. If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW. The Client agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

### Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site[0].

### Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Client. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

### Termination of Agreement

Either party may terminate this Agreement without cause by sending written notice to the other party by certified mail, return receipt requested. The effective date of termination shall be the date Ecology sends notice to the Client or the date Ecology receives notice from the Client, whichever occurs first.

Under this Agreement, the Client is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

### Representations and Signatures

The undersigned representative of the Client hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Client to comply with the Agreement.

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Section Manager, \_\_\_\_\_  
Toxics Cleanup Program                      Section

Date: \_\_\_\_\_

Northshore School District

\_\_\_\_\_  
Name of Client

Dan Vaught  
\_\_\_\_\_  
Signature of Client or Client Representative

Dan Vaught  
\_\_\_\_\_  
Printed Name of Signatory

Executive Director | Support Services  
\_\_\_\_\_  
Title of Signatory

Date: March 2, 2007

**Instructions:** Please submit this Agreement to Ecology as part of the VCP application. Before submitting the Agreement, please provide the Client's name and the Site's address on the first page and complete the Client's portion of the signature block on the second page. If the application is accepted, Ecology will sign the Agreement and send the Client an acceptance letter that will include the completed Agreement as an enclosure.