



Electronic Copy

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Northwest Region Office  
PO Box 330316, Shoreline, WA 98133-9716 • 206-594-0000

May 31, 2024

Chris Phillips  
Public Works Department  
1024 Cleveland Avenue  
Mount Vernon, WA 98273  
([cphillips@mountvernonwa.gov](mailto:cphillips@mountvernonwa.gov))

**Re: No Further Action opinion for the following contaminated Site**

**Site name:** Mount Vernon Library Commons  
**Site address:** 800 S 2<sup>nd</sup> St Mount Vernon, 98273. Skagit  
**Facility/Site ID:** 21539662  
**Cleanup Site ID:** 16879  
**VCP Project No.:** NW3382

Dear Chris Philips:

The Washington State Department of Ecology (Ecology) received your request on September 26, 2023 for an opinion regarding the sufficiency of your independent cleanup of the Mount Vernon Library Commons facility (Site) under the [Voluntary Cleanup Program \(VCP\)](#).<sup>1</sup> This letter provides our opinion and analysis. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter [70A.305](#) RCW.<sup>2</sup>

## Opinion

---

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

This opinion depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter and in the environmental covenant in **Enclosure A**.

---

<sup>1</sup> <https://ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Voluntary-Cleanup-Program>

<sup>2</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

Ecology bases this opinion on an analysis of whether the remedial action meets the substantive requirements of MTCA and its implementing regulations, which are specified in Chapter 70A.305 RCW and Chapter [173-340](https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340) WAC<sup>3</sup> (collectively called “MTCA”).

## Site Description

---

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

- Diesel-range Total Petroleum Hydrocarbons (TPH-D) into soil.

**Enclosure B** includes Site description, history, and diagrams.

Please note that releases from multiple sites can affect a parcel of real property. One of the property parcels that comprise the Mount Vernon Library Commons Site (parcel P54139) was the former location of the Chevron 90498 cleanup site ([Cleanup Site ID 5687](https://apps.ecology.wa.gov/cleanupsearch/site/5687)<sup>4</sup>), which received a No Further Action (NFA) opinion from Ecology dated September 17, 2001. At this time, Ecology has no information that other sites affect the parcels associated with this Site.

## Basis for the Opinion

---

Ecology bases this opinion on information in the documents listed in **Enclosure C**. You can request these documents by filing a [records request](https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests).<sup>5</sup> For help making a request, contact the Public Records Officer at [recordsofficer@ecy.wa.gov](mailto:recordsofficer@ecy.wa.gov) or call (360) 407-6040. Before making a request, check if the documents are available on the [Site webpage](https://apps.ecology.wa.gov/cleanupsearch/site/16879).<sup>6</sup>

This opinion is void if information in any of the listed 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. Ecology bases its conclusion on the following analysis:

### Characterizing the Site

Ecology has determined your completed Site characterization is sufficient for setting cleanup standards and selecting a cleanup action. **Enclosure B** describes the Site.

Site characterization activities conducted since 2022 have defined the nature and extent of contamination.

---

<sup>3</sup> <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340>

<sup>4</sup> <https://apps.ecology.wa.gov/cleanupsearch/site/5687>

<sup>5</sup> <https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests>

<sup>6</sup> <https://apps.ecology.wa.gov/cleanupsearch/site/16879>

- Soil samples taken during the remedial activities in 2022 and 2023 confirm the lateral and vertical extent of petroleum contamination on the site.
- Confirmation sampling of the excavation sidewalls documents the absence of TPH contamination at the lateral extent of the remedial excavation.

### **Setting cleanup standards**

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

### **Cleanup Levels**

#### ***Soil***

The soil cleanup standard selected for this Site is the Method B direct contact generic level of 1,500 mg/kg. The soil-to-groundwater leaching pathway has been shown to be incomplete through the use of an empirical demonstration, as discussed in **Enclosure B**.

The Site meets the terrestrial ecological evaluation (TEE) exclusion criteria in accordance with WAC 173-340-7491(1)(c). Less than 1.5 acres of contiguous undeveloped land are located on or within 500 feet of the Site. Therefore, soil cleanup levels do not require downward adjustment for protection of plants or animals.

#### ***Groundwater***

Drinking water is the highest beneficial use for groundwater under MTCA, unless it can be demonstrated that the groundwater is not potable. MTCA Method A groundwater cleanup levels are protective of potable use and are selected as the cleanup levels for groundwater at the Site. Method A groundwater cleanup levels are available in WAC 173-340-900 Table 720-1.

#### ***Air***

Air cleanup levels are applicable to protect against Vapor Intrusion (VI) into the existing building at the Site. However, none of the petroleum compounds detected in Site groundwater exceeded MTCA Method B VI screening levels. Therefore, the air exposure pathway for Site contaminants is incomplete.

### **Point of Compliance**

#### ***Soil***

The point of compliance for direct contact is soil to a depth of 15 feet bgs. The presence of residual contamination above 15 ft bgs, at approximately 9,000 mg/kg, necessitates the implementation of an environmental covenant on the property to eliminate the potential for exposure.

### ***Groundwater***

The point of compliance for groundwater is throughout the Site, from the uppermost level of the saturated zone extending vertically to the lowest depth that could potentially be affected.

### **Air**

The point of compliance for air is ambient air throughout the Site.

## **Selecting the cleanup action**

---

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

The selected cleanup action included the following elements:

- Removal of four USTs and associated petroleum-contaminated soil;
- Collection of soil samples to delineate the residual soil contamination; and
- Construction of engineering controls to prevent exposure of residual contamination to human health and environment.

## **Implementing the cleanup action**

---

Ecology has determined your cleanup meets the standards set for the Site. This determination depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter.

The Site cleanup consisted of the following:

- Removal of four USTs (250-gallon, 440-gallon, 1,200-gallon, and 3,200-gallon capacities) from November 2022 through February 2023;
- Excavation and off-Site disposal of approximately 200 cubic yards of PCS;
- Collection of soil samples from 2022 to 2023 to define the lateral and vertical extents of residual soil contamination below the southwest portion of the current building;
- Installation of an engineered structure to continuously act as a cap over the in-place PCS and restriction of groundwater use near the in-place PCS to demonstrate compliance with MTCA cleanup levels; and
- Recording of an environmental covenant to assure continuing protection of human health and the environment, including the new building that acts as a cap to minimize the potential for contacting, leaching from, and exposure to the residual soil contamination.

The Site cleanup meets the requirements for Soil Model Remedy 5, in accordance with [\*Model Remedies for Sites with Petroleum Impacts to Soil, Ecology Publication No. 1-09-057, Revised December 2017\*](#)<sup>7</sup>. Therefore, a Feasibility Study and Disproportionate Cost Analysis are not required to document the remedy selection.

The requirements of Soil Model Remedy 5 are:

- A release of petroleum has been confirmed and Ecology notification of the release has been completed.
- Petroleum hydrocarbons consisting of gasoline, middle distillates/oils, or heavy fuels/oils and their constituents are the only contaminants present in soil.
- An adequate Site characterization has been completed to confirm that groundwater, surface water, or sediments have not been impacted by the petroleum release.
- Emergency or interim actions are not required due to the lower risk nature of the Site.
- The Site meets the criteria for a Terrestrial Ecological Evaluation (TEE) exclusion, or a simplified TEE that can be ended without the need to apply adjusted soil cleanup standards.
- The primary remedy consists of source removal, including free product and contaminated soil, to the greatest extent practicable.
- Soil does not meet the 1,500 mg/kg generic TPH Method B cleanup level throughout the Site.
- An empirical demonstration was used at the Site.
- An environmental covenant has been recorded to ensure that the remedy applied to the residual contaminated soil remains protective of human health and the environment.

## Post-Cleanup Controls and Monitoring

---

Post-cleanup controls and monitoring are remedial actions performed to ensure compliance with cleanup standards. Ecology is issuing this No Further Action opinion based on the continued performance and effectiveness of the following post-cleanup remedial actions at the Site. Ecology may rescind this opinion if these remedial actions are not performed or do not effectively maintain the cleanup standards.

### Compliance with institutional controls

Institutional controls prohibit or limit activities that may interfere with the integrity of engineering controls or result in exposure to contamination.

---

<sup>7</sup> <https://apps.ecology.wa.gov/publications/SummaryPages/1509043.html>

The following site-specific institutional controls are needed on the two property parcels that comprise the Site:

- Containment of soil: The remedial action for the Site is based on containing contaminated soil under a cap consisting of the new building. Therefore, restrictions apply within area of the property where the residual contaminated soil is located, to ensure that containment of the soil is maintained.
- Stormwater facilities: No stormwater infiltration facilities or ponds shall be constructed on the property, to minimize the potential for mobilization of contaminants remaining in soil at the Site.
- Groundwater use: The groundwater beneath the property shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring, or remediation.

To implement the controls, you recorded an environmental covenant on the following parcels of real property in Skagit County:

- P54139
- P54141

Ecology approved the recorded environmental covenant (see **Enclosure A**). To amend or terminate the covenant, you must request additional review under the VCP, per [Toxics Cleanup Program Procedure 440C](#).<sup>8</sup>

### **Operation and maintenance of engineering controls**

Engineering controls prevent or limit movement of, or exposure to, contamination. The Site needs the following engineering controls:

- Containment of soil: The cap that consisting of the new multi-use community space building structure and concrete floor prevents contact with, leaching from, and exposure to the underlying contaminated soil.

Ecology has determined the operation and maintenance provisions for these engineering controls described in the environmental covenant meet the substantive requirements of MTCA.

### **Periodic review of post-cleanup conditions**

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to evaluate if they remain protective of human health and the environment. Based on a periodic review, if Ecology determines the Site needs further remedial action, Ecology will rescind this opinion.

---

<sup>8</sup> [Toxics Cleanup Program Procedure 440C: Releasing Environmental Covenants under the Model Toxics Control Act \(wa.gov\)](#)

## **Listing of the Site**

---

Based on this opinion, Ecology will initiate the process of removing the Site from the Contaminated Sites List. The Site will be added to the No Further Action sites list.

Based on this opinion, Ecology will initiate the process of removing the Site from the Leaking Underground Storage Tank (LUST) list.

## **Limitations of the Opinion**

---

### **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).<sup>9</sup>

### **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 if the action you performed is substantially equivalent. Courts make that determination. See RCW [70A.305.080](#)<sup>10</sup> and WAC [173-340-545](#).<sup>11</sup>

### **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).<sup>12</sup>

---

<sup>9</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.040>

<sup>10</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.080>

<sup>11</sup> <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340-545>

<sup>12</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.170>

## Termination of Agreement

---

Thank you for cleaning up the Site under the VCP. This opinion terminates the VCP Agreement governing VCP Project No. NW3382.

## Questions

---

If you have any questions about this opinion or the termination of the Agreement, please feel free to contact me by phone at 206-594-0116 or by email at [olu.akeroro@ecy.wa.gov](mailto:olu.akeroro@ecy.wa.gov).

Sincerely,



Olu Akeroro  
VCP Site Manager  
Toxics Cleanup Program, NWRO

### Enclosures (3):

- A – Environmental Covenant for Institutional Controls
- B – Site Descriptions, History, and Diagrams
- C – Basis for the Opinion: List of Documents

cc: Carolyn Wise, Maul Foster Alongi, Inc. ([cwise@maulfoster.com](mailto:cwise@maulfoster.com))  
Amanda Bixby, Maul Foster Alongi, Inc. ([abixby@maulfoster.com](mailto:abixby@maulfoster.com))  
Sonia Fernandez, VCP coordinator ([sonia.fernandez@ecy.wa.gov](mailto:sonia.fernandez@ecy.wa.gov))  
Fiscal, VCP Fiscal Analyst ([ecyrevcp@ECY.WA.GOV](mailto:ecyrevcp@ECY.WA.GOV))



## Enclosure A

---

### Environmental Covenants for Institutional Controls

## LETTER OF TRANSMITTAL

To: Olu Akeroro, Toxics Cleanup Program  
Dept of Ecology NW Region Office  
PO Box 330316  
Shoreline, WA 98133-9716

From: Sherri Pritchard for Chris Phillips  
Project: Mount Vernon Library Commons  
Reference: Environmental Covenant VCP Site #NW3382  
Date: April 25, 2024

**WE ARE SENDING YOU:**

☒ Enclosed    ☐ Via Fax    ☐ Hard Copy to follow via:    ☐ Under separate cover via:

**THE FOLLOWING ITEMS:**

☐ Prints    ☐ Change Order    ☐ Drawings    ☐ Plans  
☐ Specifications    ☐ Copy of Document    ☒ Other: (See description below)

Description

Enclosed please find the original "Environmental Covenant", fully executed and recorded at Skagit County - AFN 202404240039 for the Library Commons project.

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

<input type="checkbox"/> For Signature	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Submit	copies for distribution
<input checked="" type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Return	corrected prints
<input type="checkbox"/> For review/comment	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Resubmit	copies for approval

Copy to: \_\_\_\_\_

Signed: \_\_\_\_\_

  
Sherri Pritchard, Administrative Assistant

*(If enclosures are not as noted, please notify us at once)*



202404240039

04/24/2024 12:32 PM Pages: 1 of 15 Fees: \$317.50  
Skagit County Auditor

After Recording Return  
Original Signed Covenant to:

Olu Akeroro  
Toxics Cleanup Program  
Department of Ecology  
Northwest Region Office  
PO Box 330316,  
Shoreline, WA 98133-9716

### Environmental Covenant

**Grantor:** City of Mount Vernon

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

**Brief Legal Description:** See Exhibit A. Lot 1 Ptn Lot 2 Bl 2 Riverside Add

**Tax Parcel Nos.:** P54139 and P54141; Skagit County, Washington

**Cross Reference:** VCP Site # NW3382 - Site No Further Action Opinion Letter, Cleanup Site  
ID 16879, Facility Site ID 21539662

### RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 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 Mount Vernon Library Commons, 800 S 2<sup>nd</sup> Street, Mount Vernon, WA 98273, Facility Site ID 21539662, Cleanup Site ID 16879, Voluntary Cleanup Program #NW3382. 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
Soil	Diesel Range-Organics
Groundwater	None
Sediments	None

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 at [Mount Vernon Site web page](#). These include the following documents:

1. Maul Foster Alongi, Inc., 2022. Re: Site Assessment for Permanent Closure of Two Underground Storage Tanks Mount Vernon Library Commons Report, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for Underground Storage Tank Unit, Washington State Department of Ecology. Olympia, WA, 98504-7655. December 8, 2022.
2. Maul Foster Alongi, Inc., 2023. Re: Site Assessment for Permanent Closure of a 1,200-Gallon Underground Storage Tank Mount Vernon Library Commons Report, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for Underground Storage Tank Unit, Washington State Department of Ecology. Olympia, WA, 98504-7655. February 2, 2023.
3. Maul Foster Alongi, Inc., 2023. Re: Site Assessment for Permanent Closure of a 440-Gallon Underground Storage Tank Mount Vernon Library Commons Report, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for Underground Storage Tank Unit, Washington State Department of Ecology. Olympia, WA, 98504-7655. March 16, 2023.
4. Maul Foster Alongi, Inc., 2023. Technical Empirical Demonstration Memo, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for City of Mount Vernon, Mount Vernon Library Commons. 208 W Kincaid Street, Mount Vernon, WA. 98273. December 4, 2023.

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

City of Mount Vernon, as Grantor and fee simple 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. Containment of Soil/Waste Materials.**

The remedial action for the Property is based on containing contaminated soil under a cap consisting of concrete and building foundation located as illustrated in Exhibit B/C. The primary purpose of this cap is to prevent direct contact of the soil and prevent infiltration of precipitation. As such, the following restrictions shall apply within the area illustrated in Exhibit B/C:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation;

installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit B/C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the building and report within thirty (30) days of the inspection the condition of the building and any changes to the building that would impair its performance.

**b. Stormwater facilities.**

To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

**c. Groundwater Use.**

The groundwater beneath the Property remains potentially 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 from the Property 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 interest in any part of the Property described and illustrated in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:

- 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 SKAGIT 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.

Director, Public Works Department City of Mount Vernon 1024 Cleveland Ave Mount Vernon WA 98273 (360) 336-6204 <a href="mailto:mvengineering@mountvernonwa.gov">mvengineering@mountvernonwa.gov</a>	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 <a href="mailto:ToxicsCleanupProgramHQ@ecy.wa.gov">ToxicsCleanupProgramHQ@ecy.wa.gov</a>
--	---



## **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.** 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.
- c.** 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.** 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.** 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.



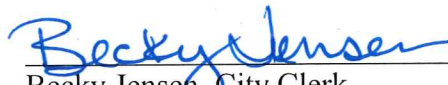
**g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

## GRANTOR'S SIGNATURE BLOCK


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

EXECUTED this 12<sup>th</sup> day of April, 2024,

  
\_\_\_\_\_  
PETER DONOVAN, Mayor

  
\_\_\_\_\_  
Becky Jensen, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Kevin Rogerson, City Attorney

-----

## 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

Kimberly Wooten

by: Kimberly Wooten

Title: Section Manager, Toxics Cleanup Program, Northwest Region

Dated: 4/22/24

## **Exhibit A**

### **LEGAL DESCRIPTION**

For APN/Parcel ID(s): P54139 / 3755-002-002-0005, P54141 / 3755-002-003-0004, P54142 / 3755-002-004-0003 and P54147 / 3755-003-001-0004

#### **PARCEL A:**

LOT 1 AND WEST 22 FEET OF LOT 2, BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH PORTION OF ALLEY VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

#### **PARCEL B:**

THE EAST 32 FEET OF LOT 2; LOT 3, EXCEPT THE EAST 16 FEET THEREOF, BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH PORTION OF ALLEY VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

#### **PARCEL C:**

LOT 4 AND THE EAST 16 FEET OF LOT 3, BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THE FEE TITLE UNDERLYING PLATTED 3RD STREET, BLOCKS 2 AND 3 ABUTTING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;  
THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOTS 3 & 4 NORTH 88°04'59" EAST A DISTANCE OF 70.01 FEET;  
THENCE SOUTH 01°54'09" WEST A DISTANCE OF 128.01 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOTS 3 AND 4 SOUTH 88°05'20" EAST A DISTANCE OF 70.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;  
THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF SAID LOT 4 EXTENDED SOUTH 88°05'20" EAST A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID PLATTED 3RD STREET; THENCE ALONG THE SOUTH LINE EXTENDED OF LOT 1, BLOCK 3 OF SAID PLAT SOUTH 87°58'47" EAST A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 NORTH 01°54'07" EAST A DISTANCE OF 118.06 FEET;  
THENCE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 3 NORTH 88°05'57" WEST A DISTANCE OF 30.00 FEET TO THE PLATTED CENTERLINE OF 3RD STREET; THENCE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 2 NORTH 88°04'59" WEST A DISTANCE OF 30.00 FEET TO THE EAST LINE OF SAID LOT 4;  
THENCE NORTHERLY ALONG SAID EAST LINE NORTH 01°54'07" EAST A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING;  
TOGETHER WITH PORTION OF ALLEY AND STREET VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

PARCEL D:

THAT PORTION OF LOT 1, BLOCK 3, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;  
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT SOUTH 87°58'46" EAST A DISTANCE OF 9.82 FEET; THENCE NORTH 30°42'23" EAST A DISTANCE OF 13.99 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 59°17'37" WEST A DISTANCE OF 270.00 FEET;  
THENCE NORTHERLY ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°45'27" AN ARC DISTANCE OF 88.39 FEET TO A POINT OF TANGENCY;  
THENCE NORTH 43°05'57" WEST A DISTANCE OF 32.29 FEET;  
THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 NORTH 88°05'36" WEST A DISTANCE OF 23.00 FEET TO THE WEST LINE OF SAID LOT 1;  
THENCE SOUTHERLY ALONG SAID WEST LINE SOUTH 01°54'07" WEST A DISTANCE OF 118.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 3, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE WESTERLY RIGHT-OF-WAY MARGIN OF THE NEW 3RD STREET ALIGNMENT DESCRIBED IN AND DEPICTED ON QUIT CLAIM DEED AND BOUNDARY LINE ADJUSTMENT, RECORDED JULY 11, 2022 UNDER RECORDING NO. 202207110143;

ALSO TOGETHER WITH ANY INTEREST IN FEE TITLE UNDERLYING THE EAST HALF OF PLATTED 3RD STREET, BLOCK 3 ABUTTING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10;  
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT SOUTH 87°58'46" EAST A DISTANCE OF 2.13 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 3RD STREET;  
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 4.42 FEET TO THE WEST LINE OF SAID LOT 10;  
THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 47.27 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 330.00 FEET;  
THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT THROUGH CENTRAL ANGLE OF 02°43'22" AN ARC DISTANCE OF 15.68 FEET TO THE CENTERLINE OF THE PLATTED 3RD STREET RIGHT OF WAY;  
THENCE NORTHERLY ALONG SAID PLATTED CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 59.28 FEET  
TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 10;  
THENCE EASTERLY ALONG SAID NORTH LINE EXTENDED SOUTH 87°58'46" EAST A DISTANCE OF 30.00 FEET TO SAID NORTHWEST CORNER OF LOT 10 AND THE POINT OF BEGINNING;

ALSO TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 3, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EAST OF THE EASTERLY RIGHT-OF-WAY MARGIN OF THE NEW 3RD STREET ALIGNMENT, WHICH RIGHT-OF-WAY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

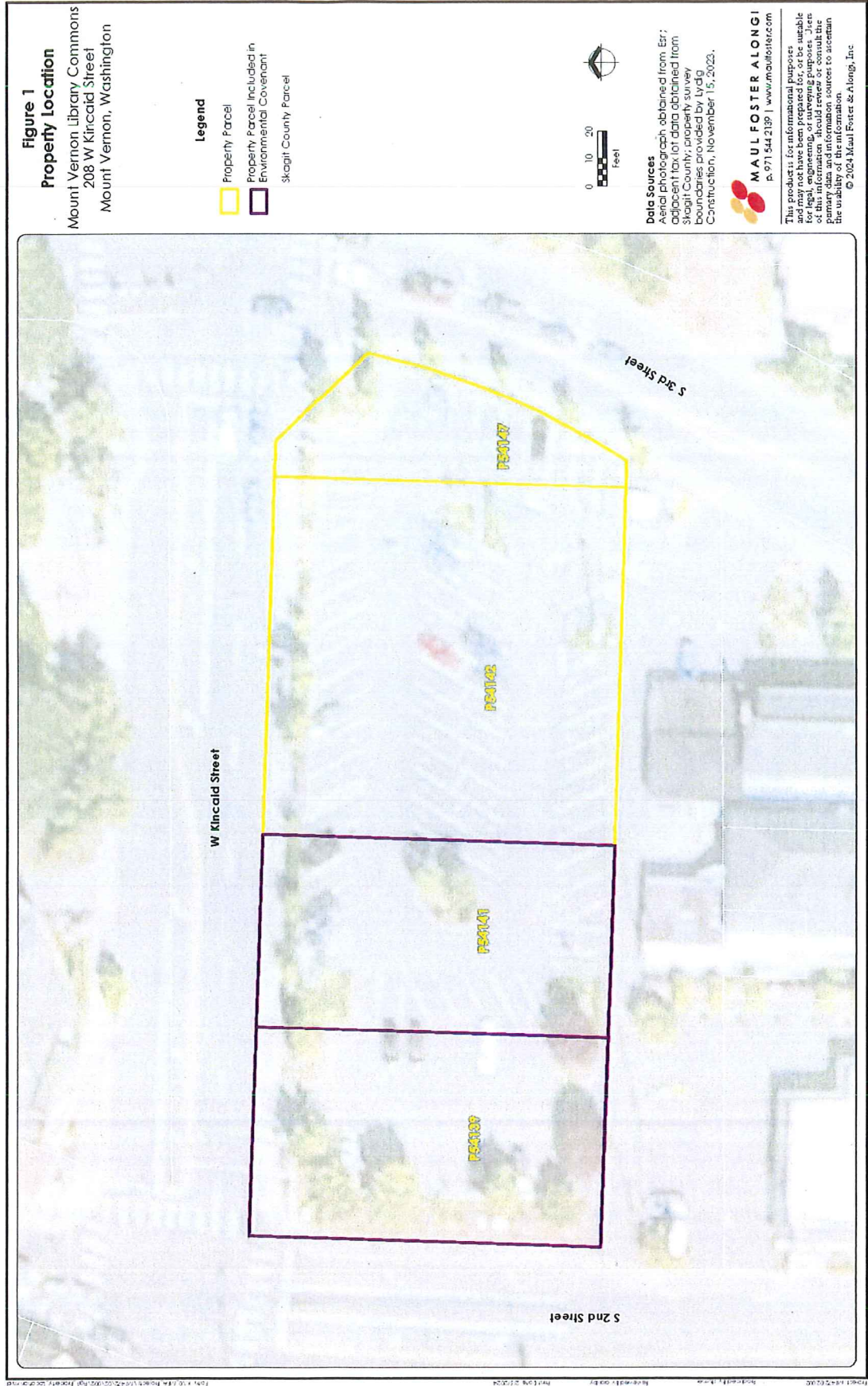
BEGINNING AT THE INTERSECTION OF THE SOUTH MARGIN OF WEST KINCAID STREET WITH THE WEST MARGIN OF PLATTED 3RD STREET, SAID INTERSECTION ALSO BEING THE NORTHEAST CORNER OF BLOCK 2, RIVERSIDE ADDITION TO MOUNT VERNON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78;

THENCE ALONG SAID SOUTH MARGIN AND EXTENSION THEREOF, SOUTH 88°04'59" EAST A DISTANCE OF 30.00 FEET, TO THE CENTERLINE OF PLATTED 3RD STREET;  
THENCE CONTINUING ALONG SAID MARGIN AND EXTENSION THEREOF, SOUTH 88°05'57" EAST A DISTANCE OF 140.06 FEET, TO THE NORTHEAST CORNER LOT 2, BLOCK 3 OF SAID PLAT;  
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 SOUTH 01°52'46" WEST A DISTANCE OF 28.62 FEET;  
THENCE SOUTH 46°54'03" WEST, A DISTANCE OF 4.74 FEET, TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 80°02'31" WEST A DISTANCE OF 330.00 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°44'54" AN ARC DISTANCE OF 119.50 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 30°42'23" WEST A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 270.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'33" AN ARC DISTANCE OF 20.93 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 63°44'10" EAST A DISTANCE OF 25.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°07'26" AN ARC DISTANCE OF 49.80 FEET TO A POINT ON THE NORTH MARGIN OF BROADWAY STREET;  
THENCE ALONG SAID MARGIN AND EXTENSION THEREOF, NORTH 87°51'36" WEST A DISTANCE OF 73.11 FEET TO THE CENTERLINE OF PLATTED 3RD STREET;  
THENCE NORTHERLY ALONG SAID CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 68.72 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 62°00'59" EAST A DISTANCE OF 330.00 FEET;  
THENCE DEPARTING SAID CENTERLINE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'22" FOR AN ARC DISTANCE OF 15.6850 FEET TO A POINT OF TANGENCY; THENCE CONTINUING NORTH 30°42'23" EAST, A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 59°17'37" WEST AN ARC DISTANCE OF 270.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'27" A DISTANCE OF 88.39 FEET TO THE POINT OF TANGENCY;  
THENCE NORTH 43°05'57" WEST A DISTANCE OF 32.29 FEET;  
THENCE PARALLEL WITH SAID SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°05'57" WEST A DISTANCE OF 53.00 FEET TO THE CENTERLINE OF PLATTED 3RD STREET; THENCE PARALLEL WITH THE SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°04'59" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST MARGIN OF PLATTED 3RD STREET;  
THENCE ALONG SAID MARGIN NORTH 01°54'07" EAST A DISTANCE OF 10.00 FEET TO SAID NORTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING;

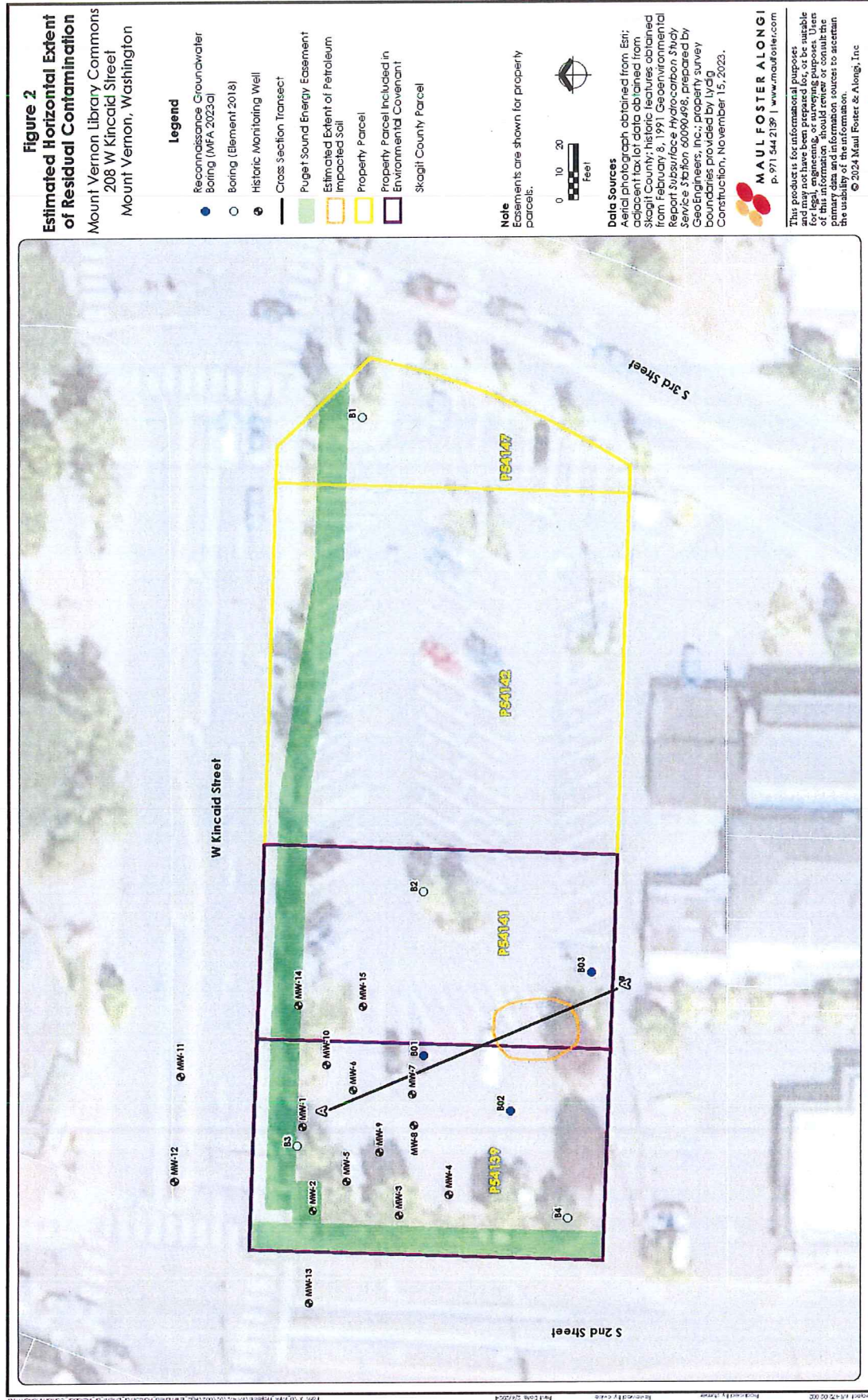
TOGETHER WITH PORTION OF ALLEY AND STREET VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

# Exhibit B - PROPERTY MAP

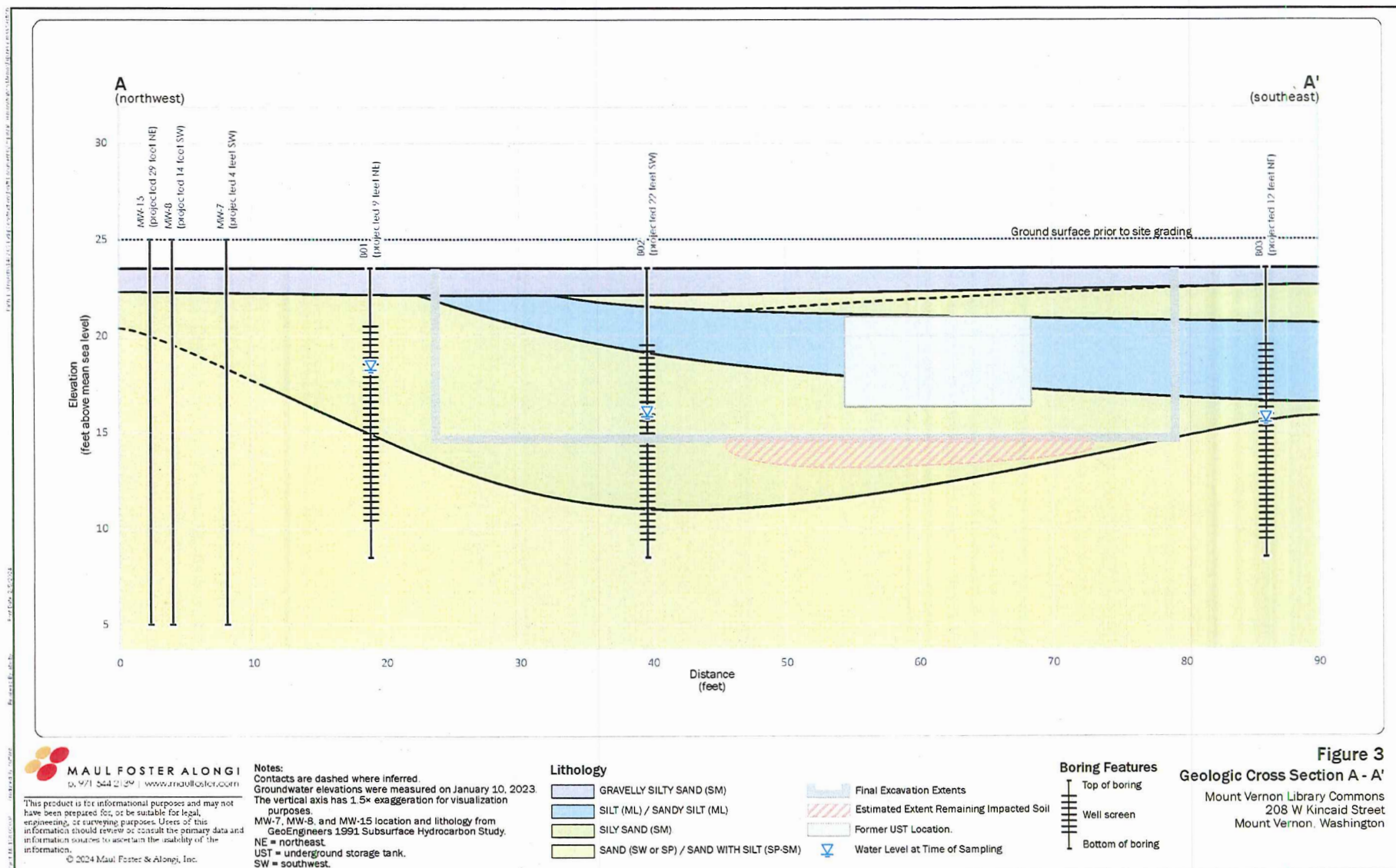




# Exhibit C - MAP ILLUSTRATING LOCATION OF RESTRICTIONS







## Enclosure B

---

Site Description, History, and Diagrams

## Site Description

---

This section provides Ecology's understanding and interpretation of Site conditions and is the basis for the opinion expressed in the body of the letter.

### Site

The Site is defined as diesel range-organics released to soil. The Site, on 0.75-acre Skagit County parcel numbers P54139, P54141, P54142, and P54147, is located in section 19, township 34 north, and range 4 east of the Willamette Meridian (Property, **Figure 1**). The Property is bordered by West Kincaid Street to the North, South 2<sup>nd</sup> Street to the East, South 3<sup>rd</sup> Street to the east, and an unnamed alley to the south. The current street address associated with the Property is 208 Kincaid Street, Mount Vernon, Washington, 98273; the former street address is 800 S 2nd St Mount Vernon, 98273.

### Area and Property Description

The Property is located in the City of Mount Vernon Downtown neighborhood, in an area zoned as Public.

The Property is owned by City of Mount Vernon, 910 Cleveland Avenue, Mount Vernon, WA 98273, and it is currently being redeveloped as Mount Vernon Library Commons, transit center, and multi-use community edifice (**Figure 2**). The Property is bordered by West Kincaid Street to the North, South 2<sup>nd</sup> Street to the East, South 3<sup>rd</sup> Street to the east, and an unnamed alley to the south.

### Property History and Current Use

Prior to 1948 the Property was developed as a petroleum products service station and operated by Chevron. In August 1990, ten USTs, two hydraulic lifts, two fuel service islands, and associated product lines were removed from the Chevron service station (Site name Chevron 90498; Cleanup Site ID 5687; VCP NW0724). Ecology issued a No Further Action opinion for this site on 9/17/2001 and the Property was converted to a parking lot. **Figure 3** depicts the former Property layout, including the locations of the USTs and the parking lot.

The current redevelopment of the Site into Mount Vernon Library Commons, transit center, and multi-use community space led to the discovery and decommissioning of four undocumented underground storage tanks (USTs) the following capacities: 250-gallon, 440-gallon, 1, 200-gallon, and 3,200-gallon.

### Source of Contamination

The contamination on this site originated from the four undocumented USTs. Notably, these newly discovered USTs were not recorded in Ecology's UST database nor were they mentioned in the NFA opinion letter previously issued for the Chevron 90498 site.

## **Physiographic Setting**

The Site is at an elevation of approximately 22 feet above mean sea level. The land surface in the vicinity of the Property is relatively flat.

## **Surface and Storm Water System**

The nearest surface water body is the Skagit River located approximately 593 feet west of the Site (**Figure 1**). The Skagit River flows generally northeast to southwest, splitting into several forks then draining into Skagit Bay approximately 7.28 miles southwest of the Site.

Storm water runoff on and in the vicinity of the Property disperses via sheet flow to catch basins connected to the City of Mount Vernon stormwater system located around the Property. In most of Mount Vernon, the storm drains discharge directly to creeks or streams and then into the Skagit River.<sup>13</sup>

## **Ecological Setting**

The Site is zoned Public, and it is located in downtown of the City of Mount Vernon. The Site is currently occupied by the Mount Vernon Library Commons building that covers the entire Site. The surrounding downtown properties are covered by pavement or buildings, except for limited planting strips.

## **Geology**

The Property is mostly underlain by alluvial deposits of the Skagit River, described as well-sorted, stratified sand, silt, and gravel. Subsurface investigations indicate that the soil at the Site consists of 0 to 1 foot of gravely silty sand, followed by 2 to 8 feet of silty sand and approximately 9 to 15 feet bgs of sand. This layer is interpreted as alluvium.

## **Groundwater**

Groundwater is present within the permeable sand and alluvium deposit at an approximate depth of 9 feet bgs. Fifteen monitoring wells (MW-1 through MW-15) were installed in 1990 during the investigation of the Chevron 90498 site (Figure 3). Three reconnaissance groundwater borings (B01 through B03) were advanced in 2023 to characterize the Mount Vernon Library Commons Site. Data from historical and recent explorations indicate a groundwater flow in a north to northwest direction and an approximate hydraulic gradient between 0.02 and 0.08 feet per foot.

## **Water Supply**

Drinking water for the area is supplied by the Skagit Public Utility District (PUD). Skagit PUD's principal sources of supply source are the Cultus Mountain streams and the Skagit River.

---

<sup>13</sup> [City of Mount Vernon Washington Surface Water](#)

## Release, Extent of Contamination, and Cleanup Action

Environmental assessments were conducted following the discovery of four additional USTs at the Site between September 2022 and February 2023. During the decommissioning of these four USTs, the surrounding soil was observed to be contaminated with TPH-D. Approximately 900 cubic yards of petroleum-contaminated soil (PCS) were excavated, approximately 200 cubic yards of which were above Method A cleanup levels and transported for off-Site disposal.

However, due to challenging soil conditions, including wet soil and unstable excavation sidewalls, deeper excavation in the vicinity of the decommissioned 1,200-gallon UST was not feasible. Consequently, an estimated 30 cubic yards of residual PCS containing a TPH-D concentration of 9,000 milligrams per kilogram (mg/kg), exceeding the Model Toxics Control Act (MTCA) 1,500 mg/kg generic TPH Method B direct contact cleanup level. The plan view and the cross-sectional view of the PCS remaining in place PCS are depicted in Figure 4 and Figure 5, respectively.

Three borings (B01 through B03), one upgradient and two downgradient of the excavation area, were advanced to assess potential groundwater impacts related to the residual PCS identified during USTs decommissioning activities (**Figure 6**). Three groundwater samples were collected from temporary monitoring wells installed in these borings and analyzed for petroleum hydrocarbons. Chemical concentrations from all three groundwater samples were below MTCA Method A cleanup levels.

Estimated groundwater flow velocities confirmed that sufficient time has passed for the residual contaminated soil to cause groundwater contamination. The groundwater samples collected from borings B01 through B03 indicate the absence of naphthalene and TPH-D concentrations above MTCA cleanup levels. These findings empirically demonstrate that residual soil contamination at the Site does not adversely impact groundwater quality, in accordance with Ecology [Implementation Memorandum No. 15, Frequently Asked Questions \(FAQs\) Regarding Empirical Demonstrations and Related Issues](https://apps.ecology.wa.gov/publications/SummaryPages/1609047.html)<sup>14</sup>. The empirical demonstration also documents that the residual soil contamination does not pose a risk of future contamination to groundwater and is protective of human health and the environment if the impermeable surface cap is maintained.

An environmental covenant (Enclosure A to this opinion letter) was recorded on the two Property parcels where the residual contaminated soil is present. The covenant specifies prohibitions and requirements to ensure the integrity of the cleanup.

---

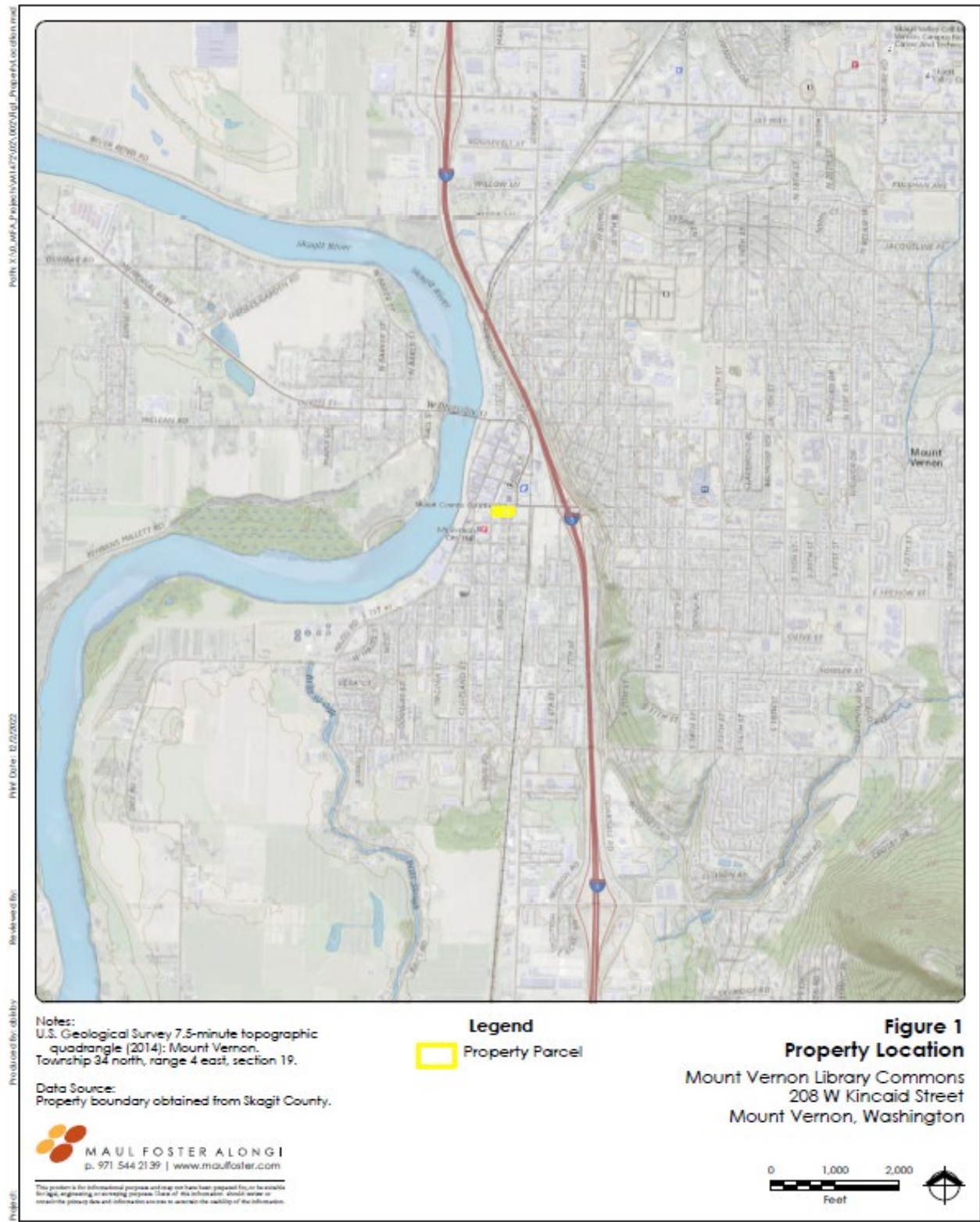
<sup>14</sup> <https://apps.ecology.wa.gov/publications/SummaryPages/1609047.html>

## Site Diagrams

---



Enclosure B: Figure 1

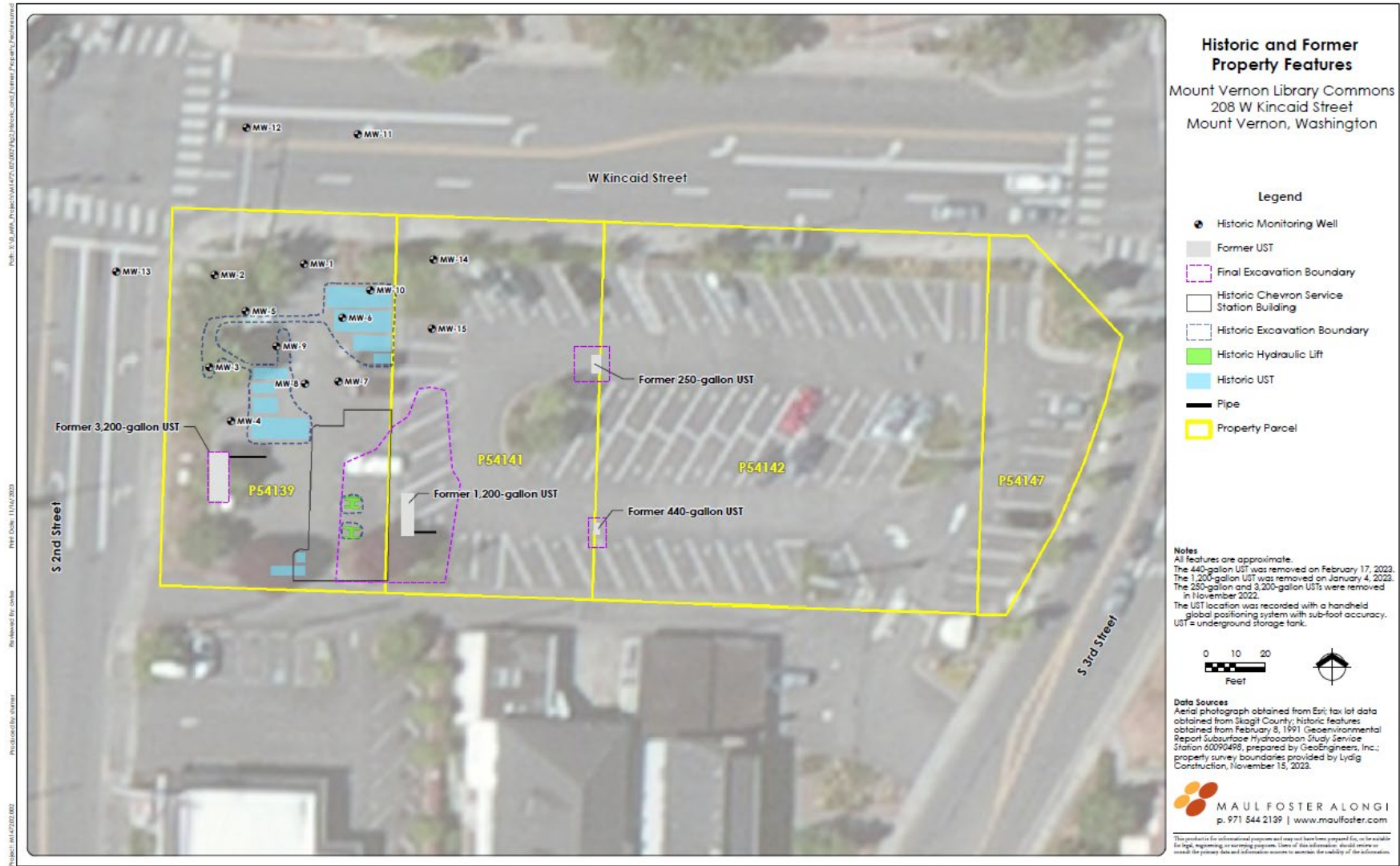


Enclosure B: Figure 2

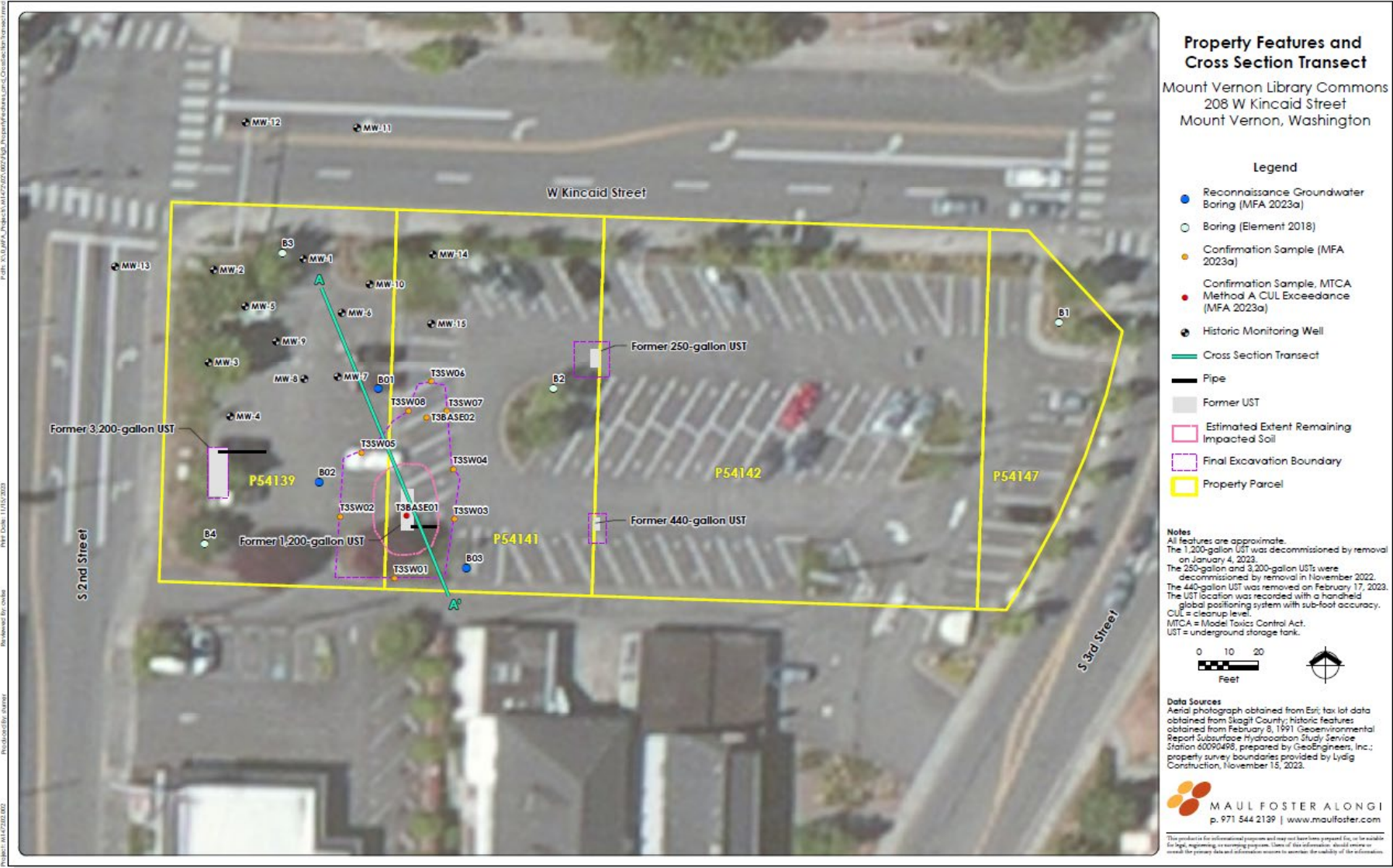




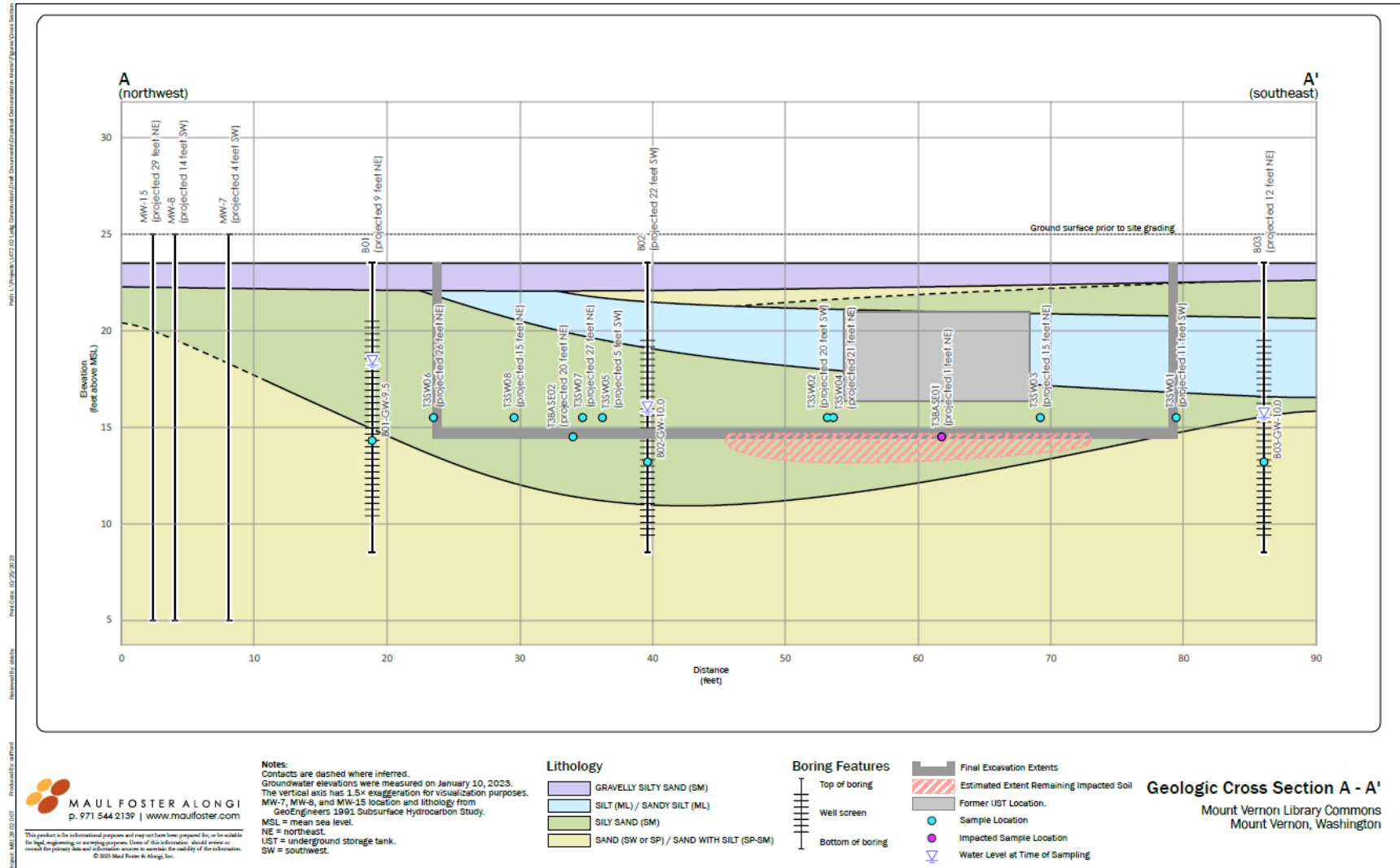
## Enclosure B: Figure 3



Enclosure B: Figure 4



Enclosure B: Figure 5





Enclosure B: Figure 6



## Enclosure C

---

Basis for the Opinion: List of Documents

1. Department of Ecology, *No Further Action at the following Site Former Chevron Service Station #9-0498, Mount Vernon, WA, September 17, 2001.*
2. Certified Sanborn Map Report, Library Site, 208 W Kincaid Street, Mount Vernon, Washington 98273, April 12, 2018
3. Maul Foster Alongi, Inc., *Site Assessment for Permanent Closure of Two Underground Storage Tanks Report, Mount Vernon Library Commons, 208 W Kincaid Street, Mount Vernon, Washington, December 8, 2022.*
4. Department of Ecology, *UST Inspection Checklist, Former Chevron Service Station #9-0498, 800 2<sup>nd</sup> Avenue, Mount Vernon, WA, January 4, 2023.*
5. Maul Foster Alongi, Inc., *Site Assessment for Permanent Closure of a 1,200-Gallon Underground Storage Tank Report, Mount Vernon Library Commons, 208 W Kincaid Street, Mount Vernon, Washington, February 2, 2023.*
6. Maul Foster Alongi, Inc., *Site Assessment for Permanent Closure of a 440-Gallon Underground Storage Tank Report, Mount Vernon Library Commons, 208 W Kincaid Street, Mount Vernon, Washington, March 16, 2023.*
7. Maul Foster Alongi, Inc., *Data Summary and Empirical Demonstration Report, Mount Vernon Library Commons, 208 W Kincaid Street, Mount Vernon, Washington, December 4, 2023*
8. Maul Foster & Alongi, Inc., *Terrestrial Ecological Evaluation Memo, Mount Vernon Library Commons, 208 W Kincaid Street, Mount Vernon, WA, May 10, 2024*