



# City of Clarkston

City Hall: (509) 758-5541 • Police: (509) 758-1680 • Fire: (509) 758-8681 • Fax: (509) 769-6018

829 5th Street • Clarkston, WA 99403 • [www.clarkston-wa.com](http://www.clarkston-wa.com)

April 11, 2023

Washington Dept. of Ecology  
Eastern Regional Office  
4601 North Monroe St.  
Spokane, WA 99205-1295

Attn: Elizabeth Kercher  
LUST Project Manager

Re: City of Clarkston Street Shop  
1455 Bridge St., Clarkston, WA 99403  
FSI 41379712  
CSI 9040  
UST ID 100255

Elizabeth,  
Enclosed please find a copy of the executed Access Agreement for the above site.

Please contact me if you require any additional information.

Respectfully,

Kevin Poole P.E.  
Public Works Director/Building Official

RECEIVED  
APR 13 2023  
Department of Ecology  
Eastern Washington Office



TREE CITY USA.



**ACCESS AGREEMENT**  
Between the  
Washington State Department of Ecology  
And  
City of Clarkston Public Works

The Washington State Department of Ecology (Ecology) and City of Clarkston Public Works ("Party") agree to the following terms and conditions of this Access Agreement:

1. Ecology is responsible for the investigation and remediation of hazardous waste sites in Washington pursuant to the Model Toxics Control Act (MTCA), Chapter 70.105D RCW and Chapter 173-340 WAC.
2. Upon reasonable notice (unless an emergency prevents such notice), Ecology may exercise the power to enter upon any property to conduct investigations of a release of a hazardous substance, and to conduct remedial actions (including investigations) to remedy releases of hazardous substances. RCW 70.105D.030(1)(a) & (b); WAC 173-340-800.
3. City of Clarkston ("Property Owner") is the owner of real property located at 1455 Bridge Street, Clarkston, Washington ("Property").
4. The Property is either known to be, or has the potential to be, impacted by petroleum contaminated soil. Petroleum contaminated soil was documented at this site during the removal of one underground fuel storage tanks in 1992. The report which documents these tank removals indicates that soil contamination remained in the excavation above cleanup action levels. A 1992 release reported to Ecology resulted in a subsurface release currently occupied by the underground storage tanks. This assessment will serve to determine if contaminant levels have naturally attenuated below cleanup levels.
5. By signing this Access Agreement, Property Owner grants full access rights to Ecology, and/or any authorized representative(s) of Ecology, for the purpose of investigating the release or threatened release of hazardous substances. This includes, but is not limited to: locating and marking of underground utilities; drilling of borings using a truck mounted drill rig; sample collection; site restoration including the patching of each boring. On-site work will likely be completed in one to two days. Any waste material or debris associated with drilling and sampling will be stored and secured in 55-gallon drums. These drums will be stored on-site at a location agreeable to the owner pending an evaluation of appropriate disposal options.
  - Property Owner requests a duplicate of any samples(s) collected at the above property address during the time of access. Property Owner will supply the container(s) to receive the duplicate sample(s), and will pay all laboratory costs associate with the sample(s).
  - Property Owner does not request a duplicate of any sample(s) collected at the Property address during the time of access.

Ecology will attempt to provide reasonable advance notice of entry by calling Property Owner at telephone number (509) 758-1662 or notifying Property Owner in person at least 24 hours in advance of entry on the Property.

6. The term of this Access Agreement shall be for the time period necessary for Ecology to complete all investigative actions involving the release or threatened release of hazardous substances at the Property that is impacted or is potentially impacted by the Site or for the period of April 1, 2023 to June 30, 2025, whichever time period is shorter. The initial work will commence within four weeks from Ecology's receipt of the signed Access Agreement.
7. Each Party shall defend, protect, and hold harmless the other Parties from and against all claims, suits or actions arising from the negligent acts or omissions of its employees and/or authorized representatives while performing under the terms of this Access Agreement.
8. The Parties may mutually amend this Access Agreement. Any amendments shall not be binding on any party unless such amendments are in writing and signed by an authorized representative of each party.
9. The Access Agreement between the Parties contains all terms and conditions agreed upon by and between the parties. No other understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be enforceable on any of the parties.

Department of Ecology



Date: 3/30/2023

Nicholas M. Acklam

Section Manager, Eastern Region Toxics Cleanup Program

Department of Ecology

Property Owner Representative



Date: 4/11/23

Kevin Poole, Director of Public Works

City of Clarkston

