



# Application for Standard & Expedited VCP Processes

Washington State Department of Ecology  
Toxics Cleanup Program

Under the [Voluntary Cleanup Program](#)<sup>1</sup> (VCP), Ecology offers free site-specific, technical consultations for independent remedial actions for both the Standard VCP process and the Expedited VCP process.

Check the process you want to apply to:

☒ **Standard VCP**

☐ **Expedited VCP**

[Reset Form](#)

## Applying to the Standard VCP Process

There is no fee to apply to the Standard VCP Process. Submit application materials to the VCP Coordinator of the region where your site is located. Your application materials **must** include the following.

1. This **VCP application form** — completed and signed by the applicant.
2. [VCP Agreement](#)<sup>2</sup> form — signed by the applicant.
3. [Eligibility Form](#)<sup>3</sup> — completed.

See the report requirements at [Working with the Voluntary Cleanup Program](#).<sup>4</sup>

Then based on your site's county, email your completed application to the **regional contact** listed here.

### Northwest Region

Island, King, Kitsap, San Juan, Skagit,  
Snohomish, Whatcom

[VCP-NWRO@ecy.wa.gov](mailto:VCP-NWRO@ecy.wa.gov)

### Central Region

Benton, Chelan, Douglas, Kittitas,  
Klickitat, Okanogan, Yakima

[VCP-CRO@ecy.wa.gov](mailto:VCP-CRO@ecy.wa.gov)

### Southwest Region

Clallam, Clark, Cowlitz,  
Grays Harbor, Jefferson,  
Mason, Lewis, Pacific, Pierce,  
Skamania, Thurston, Wahkiakum

[VCP-SWRO@ecy.wa.gov](mailto:VCP-SWRO@ecy.wa.gov)

### Eastern Region

Adams, Asotin, Columbia,  
Ferry, Franklin, Garfield,  
Grant, Lincoln, Pend Oreille  
Spokane, Stevens, Walla Walla, Whitman

[VCP-ERO@ecy.wa.gov](mailto:VCP-ERO@ecy.wa.gov)



## Applying to the Expedited VCP Process

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We accept applications to the Expedited VCP Process during specific periods. Please contact the [Expedited VCP Planner](#)<sup>5</sup> for more information. Subscribe to the [Expedited VCP email list](#)<sup>6</sup> to be notified when we open or close application periods.

Unlike the Standard VCP Process, applying to the Expedited VCP Process requires a nonrefundable application fee. You **must pay that fee** within seven calendar days of receiving our invoice for the fee. After receiving your completed application, we will email our invoice to your project billing contact you list in [Part 1-C](#). We won't process your application until we receive payment. Send your application to [vcp-exp@ecy.wa.gov](mailto:vcp-exp@ecy.wa.gov). Your complete Expedited VCP application must contain all of the following:

1. This **VCP application form** — completed and signed by the applicant.
2. [Expedited VCP Agreement](#)<sup>7</sup> — signed by the applicant.
3. [Eligibility Form](#)<sup>8</sup> — completed.
4. A remedial investigation report that meets our [remedial investigation checklist](#)<sup>9</sup> requirements and is ready for our review.
5. Documentation of other remedial actions, investigations, or interim cleanup actions.
6. An automatically generated email as confirmation that all your site environmental data have been uploaded to our [Environmental Information Management](#)<sup>10</sup> (EIM) system.
7. A project cleanup schedule.

To send us large files, please use your preferred file transfer service to share files with [vcp-exp@ecy.wa.gov](mailto:vcp-exp@ecy.wa.gov) or contact us for assistance on using our file transfer service.

To **request an opinion** on a planned or completed remedial action, you **must** complete [Part 2-C](#). See our [Guidance for the Expedited VCP Process](#)<sup>11</sup> for more information.

## Part 1 – Administration

### 1-A Site information

**Enter** site information as noted in Ecology's [What's in My Neighborhood](#),<sup>12</sup> or suggest a name (if a new site).

**Full site name:** [Modutech Marine](#)

**Ecology ERTS#, if any:**

**Street address or location:** [2218 Marine View Dr, Tacoma, WA 98422](#)

### 1-B Applicant

The applicant is the person or organization applying to a VCP process. The applicant is responsible for paying Ecology's incurred costs. **Enter** the applicant's name.

**Applicant's full name:** [Pearson Metal Salvage \(Michael Pearson\)](#)

**Identify** the applicant's entity type (check one). ☐ person ☒ organization

If the applicant is a **person** they **must** also be the project billing contact, as identified in both [Part 1-D](#) and [Part 1-E](#). If the applicant is an **organization**, the project manager **must** be identified in [Part 1-B](#) and the project billing contact in [Part 1-D](#). **Both** the project manager and the billing contact **must be direct employees** of the organization.

**Identify** the applicant's involvement with the site (check all that apply).

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> property owner        | <input checked="" type="checkbox"/> business owner/operator | <input type="checkbox"/> agent of property owner     |
| <input type="checkbox"/> past property owner   | <input type="checkbox"/> mortgage holder                    | <input type="checkbox"/> private person/organization |
| <input type="checkbox"/> future property owner | <input type="checkbox"/> consultant                         | <input type="checkbox"/> public agency/organization  |
| <input type="checkbox"/> property lessee       | <input type="checkbox"/> attorney                           | <input type="checkbox"/> other – specify             |

The **Expedited VCP** applicant must have an ownership interest in the facility, or operate the facility, or have a contractual right to purchase, redevelop, or reuse the facility. Agents for the property owner, such as a consultant, **may not apply** to the Expedited VCP process.

Is the applicant **authorized** to grant us property access? ☐ yes ☐ no

### 1-C Project manager

We will send the project manager all official correspondence. The project manager **must** be either the applicant or employed by the applicant. The project manager may not be a hired independent contractor.

**Enter** the project manager information.

**Project manager's full name:** [Nicholas Gerkin](#)

**Title:** [VP](#)

**Organization:** [Aerotech Environmental Consulting, Inc.](#)

**Full mailing address:** [17837 1st Ave S, #556, Normandy Park, WA 98148](#)

**Email address:** [nick@dirtydirt.us](mailto:nick@dirtydirt.us)

**Phone number:** [206 482 2287](#)

## 1-D Project billing contact

We will send our monthly invoices to the project billing contact. The project billing contact **must** be either the applicant or employed by the applicant. The project billing contact may **not** be a hired independent contractor. **Enter** the billing contact information.

**Billing contact's full name:** Michael Pearson

**Title:** President

**Organization:** Pearson Metal Salvage

**Full mailing address:** 10403 Portland Ave E, Tacoma, WA 98445

**Email address:** mikepearson12@yahoo.com

**Phone number:** 253 318 5045

## 1-E Project consultant

If you have retained a consultant to conduct independent remedial action, but they aren't the applicant, **enter** the consultant's information here. Otherwise, skip to [Part 1-F](#).

**Project consultant's full name:** Nicholas Gerkin

**Title:** VP

**Organization:** Aerotech Environmental Consulting, Inc.

**Full mailing address:** 17837 1st Ave S, #556, Normandy Park, WA 98148

**Email address:** nick@dirtydirt.us

**Phone number:** 206 482 2287

Do you want us to contact the project consultant?

☒ yes ☐ no

## 1-F Property owner

**Check** the property owner type (check one).

- ☒ private ☐ tribal ☐ federal ☐ state ☐ county ☐ municipal  
☐ public school ☐ mixed ☐ other – specify

If the applicant is the property owner, skip to [Part 2](#). Otherwise, **enter** their information here.

**Property owner's full name:** Darrin Swindahl

**Title:** Governor

**Organization:** SWINDAHL PROPERTIES, LLC

**Full mailing address:** 6201 BOCK AVE SUMNER, WA 98390-2661

**Email address:** darrin@modutechmarine.com

**Phone number:** 253 405 2190

## Part 2 – Reporting requirements

When requested, we can provide written opinions on reports sent to us with this application. However, your reports first **must** meet our [Part 2-A](#) and [Part 2-B](#) reporting requirements.

### 2-A Professional licensing

Documents submitted containing geology, hydrogeology, or engineering geology interpretation or work **must** be stamped by of an appropriately licensed geologist, hydrogeologist, or engineering geologist, respectively, as required by chapter [18.220 RCW](#).<sup>13</sup>

Documents submitted containing engineering work **must** be stamped by an appropriately licensed professional engineer, as required by chapter [18.43 RCW](#).<sup>14</sup>

### 2-B Submit environmental data to Ecology's EIM system

You must upload all site environmental sampling and analysis data to our EIM system and meet its [submittal requirements](#).<sup>15</sup> Set up an account if you don't have one. **We won't issue** a no further action opinion unless you have satisfied these requirements.

**For Expedited VCP applications only**, enter the study ID and CSV file names. **Both** must begin with "XVC".

EIM study ID (no hyphens or spaces)      CSV file name (no hyphens/spaces)

### 2-C Request a written opinion

After meeting the [Part 2-A](#) and [Part 2-B](#) reporting requirements, you can request a written opinion on reports we receive. If you want a written opinion now, list the reports below that you're sending for review. We'll base our opinion on your submitted reports and any site information in our database.

Are you requesting a written opinion at this time?      ☒ yes      ☐ no

**List all reports you want reviewed for our opinion.**

Cleanup Action Plan, Swindahl Properties, LLC (Modutech Marine, Inc.) 06/30/21  
Phase II Limited & Targeted Subsurface Investigation (Northern Oil AOC),  
Modutech Marine, 02/14/25  
Email Correspondence with Former VCP PM Chris Maurer

## Part 3 – Describe your site

### 3-A Source property location

The “source property” is where contaminants were released into the environment, such as from an underground storage tank (UST) that leaked. **Enter** the source property location, if known.

Latitude: 47 16' 13.69

Longitude: 122 22' 41.48

List all parcel numbers of the source property:

0321264056

### 3-B Affected and adjacent properties

An “affected property” is one that is impacted by the contaminants released on a source property. Briefly describe whether and how any source property releases have impacted adjacent or other property. An example might include property affected by area-wide impacted from elevated lead and arsenic levels.

Describe releases to affected and/or adjacent property:

N/A

### 3-C Rights-of-way

Briefly describe if, and how, any of the releases have affected a right-of-way (e.g., roadway, sidewalk, easement).

Describe releases to any right-of-way:

N/A

### 3-D Area-wide smelter emissions

Is the site affected by area-wide **smelter emissions** (e.g., [Tacoma Smelter Plume area](#))?<sup>16</sup>

☐ yes ☒ no ☐ unknown

### 3-E Former fruit orchards

Is the site in a **former fruit orchard** that operated before 1947? ☐ yes ☒ no ☐ unknown

### 3-F Affected media

List known and suspected contaminants and the environmental media affected before cleanup actions.\*

Type or select contaminant	soil	groundwater	surface water/sediment	indoor air
Metals	C	B	U	N
Petroleum	C	C	U	U

\*B = below cleanup level

N = not suspected

S = suspected

C = above cleanup level

O = confirmed not present

U = unknown

## Part 4 – Site operations

### 4-A Current use of source property

The facility on the **source property** is a (check all that apply):

- ☐ waste treatment, storage, or disposal facility ☐ solid waste facility  
☐ hazardous waste generator ☒ other – specify [Deconstructing Decommissioned Submarines](#)

### 4-B Storage tank information

**Identify** all aboveground storage tanks\* and USTs that have ever stored chemicals on the source property.  
**Type or select** contaminant type. Leave blank where unknown.

Contaminant	AST/UST Tank ID	Size	In Use?	Install date	Closure date	Closure method	Releases?
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\*Removed or closed in place. AST = aboveground storage tank. UST = underground storage tank.

### 4-C Redevelopment plans as part of cleanup

Will any source or affected properties, or portions of those properties, be **redeveloped** as part of the cleanup?

- ☒ yes ☐ no ☐ unknown

If “**yes**”, check all proposed land uses that apply.

- ☐ residential ☐ school ☐ commercial ☒ industrial ☐ childcare facility  
☐ agricultural ☐ park ☐ other – specify

**Briefly describe activities proposed for the planned land use(s).**

[Buildings will remain. The Site will be paved as part of the redevelopment, which will serve as the impervious surface for metals and possibly oil \(Covenant\). The Site is used to receive decommissioned submarines from the Navy that cut into large pieces. The facility is \(and will\) break down the sections and sort metals for recycling.](#)

Part 5 – Independent remedial actions

5-A Scope of remedial actions

Do you plan to **characterize and investigate** all site contamination, including contamination on affected adjacent properties, as part of your cleanup project? ☒ yes ☐ no ☐ unknown

If “no”, describe in your cleanup project work scope that you **don’t** plan to characterize or investigate all site contamination as part of a Standard VCP or Expedited VCP project. **Describe** the contamination on properties, portions of a property, environmental media affected, and contaminants to be cleanup up.

**Briefly describe your cleanup project work scope.** Excavate soil with TPHo above cleanup. Install more GWMW to confirm that oil is below in GW Pave Site Covenant (soil) to cover metals

5-B Status of remedial actions (check all that apply)

	Planned	Ongoing	Completed	Not applicable
Remedial action	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initial response (UST only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interim action	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remedial investigation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Feasibility study	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleanup action	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5-C Independent remedial action documentation

Title	Preparer	Date	Sent to Ecology?	Date Sent
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## Part 6 – Affirmation and signature

The undersigned **affirms** that the information provided in this application is true and accurate to the best of the applicant's knowledge. Someone other than the **applicant** may sign this application form.

**Name:** Nicholas Gerkin

**Title:** VP

**Organization:** Aerotech Environmental Consulting, Inc.

**Full mailing address:** 17837 1st Ave S, #556

**Email address:** [nick@dirtydirt.us](mailto:nick@dirtydirt.us)

**Phone number:** 206 482 2287

**Signature**

**Date** 3/24/25

**Identify** the signatory's involvement at the site (check all that apply).

☐ applicant ☒ consultant ☐ property owner ☐ attorney ☐ other – specify

**Expedited VCP note:** While anyone may sign the **application form**, only certain types of applicants are eligible to join the **Expedited VCP process** and sign the **Expedited VCP agreement**. To sign the agreement, the applicant **must** have an ownership interest in the facility, or operate the facility, or have a contractual right to purchase, redevelop, or reuse the facility. If the applicant is a corporation, a representative authorized to bind the corporation **must** sign the **Expedited VCP agreement**.

Ecology commits to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act, and Washington State Policy #188. To request an Americans with Disabilities Act accommodation, contact Ecology at 360-407-6831 or [ecyadacoordinator@ecy.wa.gov](mailto:ecyadacoordinator@ecy.wa.gov).<sup>17</sup> For Washington Relay Service or teletypewriter (TTY), call 711 or 877-833-6341. Visit Ecology's accessibility & equity webpage for more information.

<sup>1</sup> <https://www.ecy.wa.gov/VCP>

<sup>2</sup> <https://apps.ecology.wa.gov/publications/SummaryPages/ecy070324.html>

<sup>3</sup> <https://apps.ecology.wa.gov/publications/summarypages/ECY070689.html>

<sup>4</sup> <https://ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Voluntary-Cleanup-Program/Working-with-VCP>

<sup>5</sup> [vcp-exp@ecy.wa.gov](mailto:vcp-exp@ecy.wa.gov)

<sup>6</sup> [https://public.govdelivery.com/accounts/WAECY/subscriber/new?topic\\_id=WAECY\\_88](https://public.govdelivery.com/accounts/WAECY/subscriber/new?topic_id=WAECY_88)

<sup>7</sup> <http://ecyapfaff/Biblio2/SummaryPages/ECY070633.html>

<sup>8</sup> <https://apps.ecology.wa.gov/publications/SummaryPages/ECY070689.html>

<sup>9</sup> <https://apps.ecology.wa.gov/publications/summarypages/2009053.html>

<sup>10</sup> <https://ecology.wa.gov/Research-Data/Data-resources/Environmental-Information-Management-database/EIM-submit-data>

<sup>11</sup> <https://apps.ecology.wa.gov/publications/summarypages/2009053.html>

<sup>12</sup> <https://apps.ecology.wa.gov/neighborhood/?lat=47.500000&lon=-121.000000&zoom=7&radius=false>

<sup>13</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=18.220&full=true>

<sup>14</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=18.43&full=true>

<sup>15</sup> <https://apps.ecology.wa.gov/eim/help/HelpDocuments/OpenDocument/14>

<sup>16</sup> <https://apps.ecology.wa.gov/dirtalert/>

<sup>17</sup> <mailto:ecyadacoordinator@ecy.wa.gov>



## Voluntary Cleanup Program Agreement

Washington State Department of Ecology - Toxics Cleanup Program

For completion  
by  
Ecology only  
Instructions

Facility/Site Name:  
Facility/Site No.:  
VCP Project No.:

Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page, and sign the Agreement on the third page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the Washington State Department of Ecology (Ecology) and Pearson Metal Salvage (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address: Modutech Marine, 2218 Marine View Dr, Tacoma, WA

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 70A.305 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 Customer 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 Customer 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 Customer provides Ecology with prior written authorization.

In accordance with RCW 70A.305.170, 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 Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(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 Customer 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 Customer 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 Customer 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 Customer 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 70A.305.040(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.

#### 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 Customer. 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 by email or U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer 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.

Voluntary Cleanup Program Agreement  
Washington State Department of Ecology - Toxics Cleanup Program

Representations and Signatures

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

Washington State Department of Ecology

Signature

Printed name

Section Manager, TCP

Date

Customer signatory



Signature

Michael Pearson

Printed name of signatory

President

Title of signatory

8-25-25

Date

If you need this publication in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing impairment can call 711 for Washington Relay Service. Persons with a speech disability may call 877-833-6341.