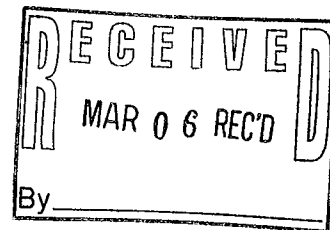




STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

4601 N Monroe Street • Spokane, Washington 99205-1295 • (509)329-3400



March 2, 2009

Ashley Lunde
AECOM Environmental
9521 Willows Road NE
Redmond, WA 98052

Dear Ms. Lunde:

Re: Acceptance of VCP Application for the following Site:

- **Site Name:** Chevron USA Inc Tekoa
- **Site Address:** State Route 274, Tekoa, WA
- **Facility/Site No.:** 8414694
- **VCP Project No.:** EA0190

The Department of Ecology (Ecology) has accepted your Voluntary Cleanup Program (VCP) application for the Chevron USA Inc Tekoa facility (Site). We applaud your initiative and welcome your interest in the VCP. This letter confirms your entry into the VCP and provides important information on how we will manage the Project.

Agreement

Ecology has completed and signed the VCP Agreement governing the Project. The effective date of the Agreement is **February 27, 2009**, which is the date Ecology signed the Agreement. **Enclosure A** includes a copy of the Agreement. Please review it carefully.

Identification

Ecology has assigned a unique name and number to the **Site**. We have also assigned a unique number to your **Project** at the Site. You can find this information in the box at the bottom of the first page of the Agreement. When contacting us, please use this information to identify your Project.

Designated Managers

Communications between Ecology and AECOM Environmental should be directed through their designated managers to the maximum extent possible.

- **Ecology**

We have designated the following site manager to respond to your requests:

Patti Carter
WA Department of Ecology
Toxic Cleanup Program, ERO
4601 N. Monroe Street
Spokane, WA 99205
Phone: 509/329-3522
E-mail: paca461@ecy.wa.gov

- **Ashley Lunde**

The application designated you as the project manager for AECOM Environmental. We will therefore respond only to your requests. If someone replaces you as the project manager or your contact information changes, please submit a Change of Contact Form. You may download the Form from our VCP web site:
www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm.

Requests for Written Opinions

In your application, you requested a written opinion on the sufficiency of your completed Remedial Investigation reports. Ecology will review the documents you submitted and provide you a written opinion within about 90 days.

Reporting Requirements

When requesting written opinions on planned or completed remedial actions, please comply with the following reporting requirements:

1. **Licensing.** Documents submitted containing geologic, hydrologic, or engineering work must be under the seal of an appropriately licensed professional, as required by Chapters 18.43 and 18.220 RCW.
2. **Data Submittal.** Environmental sampling data must be submitted in both a printed form and an electronic form capable of being transferred into our data management systems. For an overview of data submittal requirements, please refer to **Enclosure B**, which includes a copy of Toxics Cleanup Program Policy 840. For instructions on how to submit data, please refer to the following web site: www.ecy.wa.gov/programs/tcp/data_submittal/data_requirements.htm.

Failure to comply with these requirements may result in unnecessary delays.

Payment

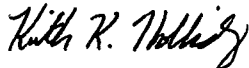
Ecology will send monthly invoices to the billing contact designated in the Application Form. If someone replaces the billing contact or their contact information changes, please submit a Change of Contact Form. The Form is available on the VCP web site.

The invoice will include a summary of the costs incurred, payments received, identity of staff involved, and the amount of time spent on the Project during the previous month. Payment is due within thirty days of the invoice date. For more information on the billing system, please refer to the VCP web site.

Contact Information

We are committed to working with you to accomplish the prompt and effective cleanup of the Site. Again, if you have any questions about the VCP or your Project, please contact Patti Carter at 509/329-3522.

Sincerely,



Keith K. Holliday
VCP Unit Manager
Toxics Cleanup Program, ERO

Enclosures (2): A – Copy of VCP Agreement
 B – Toxics Cleanup Program Policy 840

cc: Brett Hunter, Chevron

Enclosure A

Copy of VCP Agreement

RECEIVED

VCP AGREEMENT

DEPARTMENT OF ECOLOGY
EASTERN REGIONAL OFFICE



INSTRUCTIONS: 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 second 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 State of Washington Department of Ecology (Ecology) and Chevron

(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:

Former Standard Oil Bulk Plant No. 1001152, State Highway 274, Tekoa, 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 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 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 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 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

FOR COMPLETION BY ECOLOGY ONLY	Facility / Site Name: <u>Chevron USA Inc. Tekoa</u>
	Facility / Site No.: <u>8414694</u>
	VCP Project No.: <u>EA0190</u>

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 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.

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 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.

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.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Keith K. Holliday
Signature

Keith K. Holliday
Printed Name

Section Manager, ERO
Toxics Cleanup Program Section

Date: 2-27-09

B Chevron Environmental Mgmt. Co.
Name of Customer

Brett L. Hunter
Signature

Brett L. Hunter
Printed Name of Signatory

Project Manager
Title of Signatory

Date: 1-26-09

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

Enclosure B

Toxics Cleanup Program Policy 840 Data Submittal Requirements



Toxics Cleanup Program Policy

Policy 840

Resource Contact: Policy and Technical Support Staff *Effective:* August 1, 2005
References: WAC 173-340-840(5) *Revised:* March 31, 2008
<http://www.ecy.wa.gov/eim/>
<http://www.ecy.wa.gov/programs/tcp/smu/sedqualfirst.htm>
<http://www.ecy.wa.gov/biblio/0309043.html>
Replaces: Procedure 840

Policy 840: Data Submittal Requirements

Purpose: Contaminated site investigations and cleanups generate a large volume of environmental monitoring data that need to be properly managed to facilitate regulatory decisions and access to this data by site owners, consultants, and the general public. The purpose of this policy is to describe the requirements for submitting environmental monitoring data generated/collected during the investigation and cleanup of contaminated sites under the Model Toxics Control Act (MTCA) and the Sediment Management Standards.

Application: This policy applies to Ecology staff, potentially liable parties, prospective purchasers, state and local agencies, and Ecology contractors that investigate or manage the cleanup of contaminated sites.

- 1. Unless Otherwise Specified by Ecology, All Environmental Monitoring Data Generated during Contaminated Site Investigations and Cleanups Shall Be Required to be Submitted to Ecology in both a Written and Electronic Format.**

Environmental monitoring data include biological, chemical, physical, and radiological data generated during site investigations and cleanups under the Model Toxics Control Act Cleanup Regulation (WAC 173-340) and the Sediment Management Standards (WAC 173-204).

Data generated/collected during site investigations and cleanups conducted under an order, agreed order or consent decree, permit, grant, loan, contract, interagency agreement, memorandum of understanding or during an independent remedial action, are considered environmental monitoring data under this policy.

Data generated/collected for non site-specific studies, site hazard assessments that result in no further action and initial site investigations are not considered environmental monitoring data under this policy.

- 2. Orders, Agreed Orders, Consent Decrees, or Permits Issued After the Effective Date of this Policy Shall Include a Condition that Site-Specific Data Be Submitted in Compliance with this Policy.**

Reports on such work that do not include documentation that the data have been submitted in compliance with this policy shall be deemed incomplete and a notice of such provided to the

Policy 840 Data Submittal Requirements

submitter. These reports generally should not be reviewed until that information is provided. The assistant attorney general assigned to the site should be consulted in these situations.

3. Opinions on Independent Remedial Actions Submitted for Review Under Ecology's Voluntary Cleanup Program Shall Not Be Issued Until Sampling Data Have Been Submitted in Compliance with this Policy.

Ecology will not issue No Further Action (NFA) opinions under the Voluntary Cleanup Program if environmental sampling data have not been submitted in the required Environmental Information Management System (EIM) format. To avoid unreasonable delays, sampling data should be submitted in the required EIM format along with the cleanup report.

4. Grants, Contracts, Interagency Agreements or Memoranda of Understanding Issued After the Effective Date of this Policy Shall Include a Condition that Site-Specific Data Be Submitted in Compliance with this Policy.

Reports on such work shall not be accepted as complete until the data have been submitted in compliance with this policy. If a payment or transfer of funds is involved in the transaction, the relevant payment or transfer shall be withheld until this requirement has been met.

Example language to include in these documents is attached in Appendix A.

5. Data Generated During Upland Investigations and Cleanups Shall Be Submitted Electronically Using Ecology's Environmental Information Management System (EIM).

EIM is Ecology's main database for environmental monitoring data. Proper submission of data through this system meets the requirement of submitting such data in an electronic format. Electronic data shall be submitted to Ecology simultaneously with the accompanying printed report.

Additional information on EIM, including instructions for data submittal, can be found on Ecology's EIM web site at <http://www.ecy.wa.gov/eim/>. Toxic Cleanup Program's (ICP) EIM Coordinator also is available for technical assistance to site managers and consultants using EIM.

6. Data Generated During Sediment Investigations and Cleanups Shall Be Submitted Electronically Using Ecology's Environmental Information Management System (EIM).

Effective March 1, 2008, EIM is Ecology's data management system for sediment-related data. Proper submission of data through this system meets the requirement of submitting such data in an electronic format. Electronic data should be submitted to Ecology simultaneously with the accompanying printed report.

SEDQUAL was Ecology's data management system for sediment-related data. For a limited time, Ecology will accept electronic data in SEDQUAL format if the approved Sampling and Analysis Plan requires data submittal in that format. Beginning September 1, 2008, data submitters must contact the site manager to obtain approval to submit electronic data in SEDQUAL format.

Additional information on EIM, including instructions for data submittal, can be found on Ecology's EIM web site at <http://www.ecy.wa.gov/eim/>. Toxic Cleanup Program's (TCP) EIM Coordinator also is available for technical assistance to site managers and consultants using EIM.

For additional information on sediment sampling and analysis plan requirements, see Ecology publication 03-09-043 "Sediment Sampling and Analysis Plan Appendix", February, 2008. A copy of this document can be obtained from Ecology's publication office or downloaded from the following web site: <http://www.ecy.wa.gov/biblio/0309043.html>

TCP's EIM Aquatic Land Cleanup Unit (ALCU) Sediment Data Coordinator is also available for technical assistance.

7. Data Submitted Electronically Using EIM Shall be Checked by the Toxics Cleanup Program's (TCP) EIM Coordinator Prior to Loading the Data into EIM.

Normally, notice that data have been submitted through EIM will come to TCP's EIM Coordinator. Upon receipt of such a notice the EIM Coordinator should notify the site manager. Similarly, if the Ecology site manager receives a notice of an EIM submittal, they should notify TCP's EIM Coordinator. Upon receipt of the data, TCP's EIM Coordinator reviews the submittal for quality control and officially loads the data into the system.

Approved:



James J. Pendowski, Program Manager
Toxics Cleanup Program

Policy Disclaimer: This policy is intended solely for the guidance of Ecology staff. It is not intended, and cannot be relied on, to create rights, substantive or procedural, enforceable by any party in litigation with the state of Washington. Ecology may act at variance with this policy depending on site-specific circumstances, or modify or withdraw this policy at any time.

APPENDIX A: MODEL GRANT AND PERMIT CONDITION

The following condition is to be inserted in permits, grants, loans, contracts, interagency agreements, memorandum of understandings where site-specific environmental monitoring data is expected to be generated:

All sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with WAC 173-340-840(5) and Ecology Toxics Cleanup Program Policy 840: Data Submittal Requirements. Electronic submittal of data is not required for site hazard assessments that result in no further action and initial site investigations. (FOR GRANTS & CONTRACTS ADD: Failure to properly submit sampling data will result in Ecology withholding payment and could jeopardize future grant funding.)