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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Southwest Region Office
PO Box 47775 • Olympia, WA 98504-7775 • 360-407-6300

July 15, 2025

Kelli Jo Norris
Shirley Tacoma LLC
601 S. Shirley St
Tacoma, WA 98406
knorris@goodmanre.com

Re: Application acceptance – Voluntary Cleanup Program

Site name:	Shirley Tacoma LLC
Site address:	5132 6th Ave, Tacoma, WA 98406
Facility/Site ID:	48168
Cleanup Site ID:	17126
VCP Project ID:	SW1864

Dear Kelli Jo Norris:

The Department of Ecology (Ecology) accepted your application to the Standard process of the Voluntary Cleanup Program (VCP) for the Shirley Tacoma LLC facility (Site). We applaud your initiative and welcome your interest in the VCP. This letter provides important information on how we will review your VCP cleanup project (project) at the Site.

Agreement

We completed and signed your Standard VCP agreement for the project on **July 11, 2025**. This date is the effective date of the agreement. A copy or your signed agreement is enclosed.

Identification numbers

We have assigned a unique name and number to your Site. This information is listed on the first page of your Standard VCP agreement (enclosed). When contacting us, please reference this information to identify your project.

Communications

Unless otherwise requested, we will communicate directly with you, the project manager, as listed on your VCP application form. If you replace your project manager, or their contact information changes, please submit a completed change of contact form.[1]

We have assigned the following site manager as our point of contact for your project:

Tim Mullin
Toxics Cleanup Program, Southwest Region Office
PO Box 47775
Olympia, WA 98504-7775
Phone: 360-999-9589
E-mail: tim.mullin@ecy.wa.gov

Request for written opinion

In your application, you requested a written opinion on the sufficiency of your Cleanup Action Report dated September 29, 2022. We will review your submitted document(s) and our goal is to provide a written response within approximately 90 days.

Reporting requirements

When requesting written opinions, you must comply with the following reporting requirements to avoid unnecessary delays in the VCP process:

- **Licensing.** You must submit documents containing geologic and hydrogeologic work and engineering work under the seal of an appropriately licensed professional, as required in chapters 18.220[2] and 18.43[3] RCW, respectively.

- **Data submittal**. You must submit environmental data to our Environmental Information Management (EIM) system.[4] The Toxics Cleanup Program Policy 840[5] describes data submittal requirements. Please visit the EIM Submit Data webpage for data submittal instructions.

[1] https://apps.ecology.wa.gov/publications/summarypages/ECY070218.html
[2] https://apps.leg.wa.gov/RCW/default.aspx?cite=18.220
[3] https://apps.leg.wa.gov/RCW/default.aspx?cite=18.43
[4] https://ecology.wa.gov/eim
[5] https://apps.ecology.wa.gov/publications/SummaryPages/1609050.html

Payment

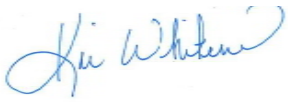
We will send monthly invoices to the billing contact listed in your VCP application form. Payment is due within 30 calendar days from the date of each invoice. Our invoices include a summary of costs incurred, payments received, names of staff billing to the project, and the time spent on the project during the previous month.

If you replace your billing contact, or their contact information changes, you must submit a completed change of contact form.

Contact information

We are committed to working with you to reach the prompt and effective Site cleanup. If you have any questions, please contact Tim Mullin at 360-999-9589 or tim.mullin@ecy.wa.gov.

Sincerely,



Kim Whitener
VCP Administrative Coordinator
Toxics Cleanup Program
Southwest Region Office

Enclosure: Copy of signed Standard VCP Agreement

cc by email: Levi Fernandes, SoundEarth Strategies, Inc., lfernandes@soundearthinc.com
Tim Mullin, LHG, Ecology, tim.mullin@ecy.wa.gov
TCP Operating Budget Analyst, Ecology, rachel.homchick@ecy.wa.gov
Ecology Fiscal Office – VCP Budget Analyst, ecyrevcp@ecy.wa.gov
Ecology Site File

Enclosure

Copy of Signed Standard VCP Agreement

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Voluntary Cleanup Program Agreement

Washington State Department of Ecology - Toxics Cleanup Program

For completion by Ecology only

Facility/Site Name: Shirley Tacoma LLC

Facility/Site No.: 48168

VCP Project No.: SW1864

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 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 Shirley Tacoma LLC (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: 5132 6th Ave, Tacoma, WA 98406

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.

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

Marian L. Abbett

Signature

Marian L. Abbett

Printed name

Section Manager, TCP

7/11/2025

Date

Customer signatory

Signature

Kelli Jo Norris
Authorized Signatory

Printed name of signatory

Title of signatory

7/11/2025

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.