



## **RESPONSIVENESS SUMMARY**

**Olympia Dry Cleaners**

**September 18 – October 17, 2014 Public Comment Period**

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*Remedial Investigation Report, Feasibility Study,  
Draft Cleanup Action Plan,  
State Environmental Policy Act (SEPA) Checklist and Determination,  
Public Participation Plan, and Consent Decree*

**Prepared by  
Washington State Department of Ecology  
Southwest Regional Office  
Toxics Cleanup Program  
Lacey, Washington**

**November 2014**

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## Site Information

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**Address:** 606 Union Ave SE, Olympia

**Site Manager:** Steve Teel

**Public Involvement Coordinator:** Diana Smith

From September 18 – October 17, 2014, the Department of Ecology held a public comment period on a draft remedial investigation (RI) report, feasibility study (FS), draft cleanup action plan (draft CAP), State Environmental Policy Act (SEPA) review and determination, public participation plan, and consent decree (legal agreement) for the Olympia Dry Cleaners site. The consent decree requires the Estate of Katherine G. Burleson (the estate) and GJG, LLC to clean up the site. Public comments and Ecology's responses for these comment periods are summarized in this document.

## Site Location

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Olympia Dry Cleaners site  
606 Union Ave SE  
Olympia, WA

## Site Background

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In 1970, Frank Burleson bought the Olympia Dry Cleaners property and built a dry cleaning facility. He ran the dry cleaners until 1981. Since then, the property has been rented to many different tenants and mostly used for dry cleaning.

Past dry cleaning operations released tetrachloroethylene (PCE) to the environment. Studies showed that concentrations of PCE and its breakdown chemicals are above state cleanup levels in soil, groundwater, and in an above-ground seep (water that reaches the surface).

The property owner did interim cleanup actions to address contamination in soil and groundwater. In 2006, they removed a total of 311 tons of contaminated soil and disposed of it at an approved facility. In 2007, they built a system to collect and treat a contaminated groundwater seep that had found its way to the surface. The system prevents the seep water from flowing away from the site and into nearby stormwater drains.

## **Comment #1: Rhonda Foster and Stephanie Neil, Squaxin Island Tribe**

**From:** Rhonda Foster  
**Sent:** Thursday, September 18, 2014 9:28 AM  
**To:** Smith, Diana (ECY)  
**Subject:** Re: Olympia Dry Cleaners Public Comment Period

Thank you for notifying the Squaxin Island Tribe's Cultural Resources Department concerning, "Olympia Dry Cleaners cleanup project. Please provide me with your plan which addresses any inadvertent discovery of cultural resources. As the Tribal Historic Preservation Officer for the tribe, I am requesting to consult with the Department of Ecology about this project.

Thank you,

Rhonda Foster, CR Director, THPO  
Squaxin Island Tribe

**From:** Rhonda Foster  
**Sent:** Friday, September 19, 2014 4:28 PM  
**To:** Smith, Diana (ECY)  
**Subject:** RE: Olympia Dry Cleaners Public Comment Period

As the THPO for the Squaxin Island Tribe, I concur with DAHP recommendations. If during the project inadvertent discoveries are made please notify me immediately.

**From:** Stephanie Neil  
**Sent:** Friday, October 17, 2014 9:17 AM  
**To:** Teel, Steve (ECY); Smith, Diana (ECY)  
**Subject:** RE: Olympia Dry Cleaners Public Comment Period

Thank you for contacting the Squaxin Island Tribe regarding the Olympia Dry Cleaners Cleanup project.

In a review of the SEPA checklist we noted that under 13c the methods used to assess the potential impacts to cultural and historic resources on or near the project site is listed as "Not applicable". Was DAHP consulted on this project?

Stephanie Neil  
Archaeologist, Squaxin Island Tribe

## **Ecology Response**

Thank you for your comments. Ecology will send the Unanticipated Discovery and Monitoring Plan to the Squaxin Island Tribe for review and comment as soon as we receive

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it. Ecology is requiring that an Unanticipated Discovery and Monitoring Plan be included with the Remedial Action Work Plan. The Consent Decree requires that the Remedial Action Work Plan be submitted to Ecology for review within 30 days of Ecology's issuance of the final CAP. Ecology issued the final CAP on October 29, 2014.

Ecology will notify the Squaxin Island Tribe if any unanticipated discoveries are found. The Department of Archaeology and Historic Preservation (DAHP) was not consulted on this project at the time the SEPA Checklist was written. This was because cultural resources were not observed at the Site during work by two previous consultants and the planned activities under the CAP are essentially within the same study area. Therefore, there is likely a very low possibility of encountering cultural resources. The current consultant has completed a DAHP Washington Information System for Architectural and Archaeological Records Data (WISAARD) database review and no archaeological sites were identified on the property and/or within close proximity.

## **Comment #2: Marian Norlund**

**From:** Marian Norlund

**Sent:** Friday, September 26, 2014 11:57 AM

**To:** Teel, Steve (ECY); Smith, Diana (ECY); Baxter, Susan (ECY)

**Subject:** Olympia Dry Cleaners Cleanup #1446

To Whom It May Concern:

It appears to me that the Washington State Department of Ecology is expert in knowing how to make it unnecessarily expensive for businesses to survive, all the while filling your own pockets with high income that the rest of us pay. Absolutely ridiculous and unnecessary the money being spent on this.

Mag Nordlund

## **Ecology Response**

Thank you for your comment. Past dry cleaning operations at the Olympia Dry Clearers site released tetrachloroethylene (PCE) to the environment. Studies have found PCE and its breakdown chemicals at levels above state cleanup standards in soil, groundwater, and in an above-ground seep (water that reaches the surface).

PCE and its breakdown chemicals can be harmful to human health and the environment, so cleanup is important. PCE, also known as perchloroethylene, is a manufactured chemical that was widely used for dry cleaning fabrics and for metal degreasing. It evaporates easily into the air. High concentrations of PCE can cause health effects like dizziness, headache, sleepiness, and nausea. You can learn more about PCE here [www.atsdr.cdc.gov/substances/toxsubstance.asp?toxid=48](http://www.atsdr.cdc.gov/substances/toxsubstance.asp?toxid=48).

The Washington State cleanup law, called the Model Toxics Control Act (MTCA), requires potentially liable persons (PLPs) to assume responsibility for cleaning up contaminated sites. In 1988, Washington voters passed MTCA into law as Initiative 97. In addition to requiring PLPs to assume financial responsibility for cleanup, MTCA authorized funding for a broad range of toxic cleanup, management and prevention purposes and anticipated the need to respond to new threats from toxic materials.

### Comment #3: Michael W. Mayberry, Owens Davies

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## OWENS DAVIES

ATTORNEYS AT LAW

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October 14, 2014

**VIA EMAIL & USPS**

Mr. Steve Teel  
Washington State Department of Ecology  
SWRO Toxics Cleanup Program  
P.O. Box 47775  
Olympia, WA 98504-7775  
Steve.Teel@ecy.wa.gov

RE: Comments of Adjoining Property Owner Cherry Street Q-Tip Trust regarding the draft Clean-up Action Plan and Consent Decree for the Olympia Dry Cleaners Site, 606 Union Avenue SE, Olympia; Facilities Site ID No. 1446

Dear Mr. Teel:

I represent the Cherry Street Q-Tip Trust (Trust), the adjoining property owner to the Olympia Drycleaners Cleanup Site property at 606 Union Avenue SE, Olympia, Washington. We have provided comment on prior occasions (RI, FS, etc.) and we do so again now in reference to the draft Clean-up Action Plan and the proposed Consent Decree.

**1. Draft Clean-up Action Plan (CAP)**

- a. As stated in the CAP, "the selected clean-up action will remove almost all of the known and reasonably accessible residual source mass soil from the Site." However, the selected clean-up action will only remove contaminated soil outside of the building footprint of the Trust building; and will leave contaminated soil beneath the building. While we understand the process that took place for the selection of that chosen remedy, that remedy unnecessarily and unreasonably leaves contaminated soil (and groundwater) underneath my client's building to my client's detriment and injury (see also comments below).
- b. The PCE concentration in soil as shown on Figure 4 confirms that concentration of PCE in soil exceeds clean-up levels beneath the southwest corner of the Trust building which will not be removed by the selected clean-up action.
- c. As shown on Figure 4 of the RI Revised Draft Remedial Investigation Report dated October 9, 2009 (RI Report), there were no soil samples collected within the southwest

corner of the Trust building, and; therefore the nature and extent of PCE in soil beneath the building is projected and not well defined. Concentrations of PCE well above the clean-up levels were detected in soil in boring B-10, B-11, and S-3, all located on the building edge and may extend further than shown on Figure 4.

- d. As shown in Cross-section B-B (Figure 9 of the RI Report), concentrations of PCE in soil above the clean-up levels extends to depths of at least fifteen (15) feet below ground surface beneath the southwest corner of the Trust building.
- e. Environmental covenants are proposed or required for the Trust property (with institutional controls). Such restrictions and requirements may include:
  - i. No activities take place that will interfere with remedial action and operation, maintenance, inspection and monitoring remedial action without prior written approval from Ecology;
  - ii. No activities will occur that will affect the continued protection of human health and the environment (prohibiting any activity that results in the release of exposure);
  - iii. Notifications to Ecology if the properties are sold or transferred;
  - iv. Notification to and approval by Ecology for any proposed use that is inconsistent with the covenant;
  - v. Restrictions on groundwater use and restrictions on the handling of soil from beneath the Trust building during any future development; and
  - vi. Consent to continued access to the property for groundwater, soil, vapor, and seep monitoring.

These restrictions are overly burdensome and affect the Trust's ownership rights and the Trust's right to quiet enjoyment of its property. The Trust is not responsible for the clean-up of this contamination which was/is caused by the owners and operators of the Olympia Drycleaner property. The existence of continued contaminated soils and groundwater will affect and impede the future use of the Trust property and there is no guarantee that the proposed CAP and Consent Decree work will, in fact, to clean up the Trust property.

By Ecology and the PLPs agreement for such a limited clean-up, they do so at the expense of an innocent property owner, the Trust, and leave it in a condition that impairs and impedes the value of its property. An Environmental Covenant should not be imposed on the Trust property. If such a covenant or institutional controls are imposed, it should identify continuing legal responsibility for all acts to be that of the PLPs—the Estate and GJG, LLC.

## 2. Consent Decree

- a. The Consent Decree includes a new PLP, GJG, LLC, which was formed by the Personal Representative of The Estate of Katherine Burleson in an attempt to avoid certain beneficiaries (including himself) from taking title to this real property and due to their fears of becoming personally liable for the Burleson family's contaminated property. The Trust requests to see what assurances have been provided to Ecology that The Estate of Katherine Burleson and GJG, LLC have the finances available to conduct the planned clean-up of the property. Such assurances should be specified in and made part of the Consent Decree.
- b. The Consent Decree identifies as part of the Site the real property owned by the Trust. In Paragraph V(C) of the Consent Decree, we believe that it is inaccurate to say that The Estate of Katherine Burleson is the sole owner of GJG, LLC. It is our understanding that GJG, LLC was formed by Gary Burleson as Personal Representative of The Estate of Katherine Burleson and that Gary Burleson as Personal Representative is the sole member of GJG, LLC.
- c. The Consent Decree, Paragraph V(E), identifies that the CAP includes monitoring for the presence of seeps and sampling of all seeps, collection and treatment of seep discharge, and institutional controls in the form of Environmental (Restrictive) Covenants for each of the parcels that comprise the Former Olympia Drycleaner property. I note that the Consent Decree requires the Defendants to make good faith effort to obtain an Environmental Restrictive Covenant on the Trust property. To date, the Defendants have not done so.

In addition, the Consent Decree/CAP reference for monitoring ground water and also for the compliance monitoring plan regarding inspection for seeps is not adequate in that it does not go far enough. The Consent Decree should specifically require these Defendants to have a continuing and un-ending responsibility to remedy/clean-up any and all seeps that appear during the CAP work and thereafter, whether those seeps appear on Olympia Drycleaner's property, the property owned by the Trust, or other adjoining property.

- d. The Consent Decree at Paragraph VI(C) specifically advises and obligates the Defendants to be responsible for "all necessary containment treatment and dispose of all contaminated soil and groundwater from such work, as determined by Ecology." An additional paragraph should be added to the Consent Decree that specifically identifies that following the clean-up action, contaminated soils and groundwater will remain beneath the Trust building. And that while the concentrations are expected to decline with time, that in the event contaminated soil and groundwater from the Site is encountered beneath the Trust building during any subsequent work or disturbance by the current owners of the Trust property or successor owners, that the Defendants shall be responsible for all necessary containment, treatment, and disposal of all contaminated soil and groundwater. In the absence of such a provision, these Defendants are potentially escaping legal responsibility for contaminating the Trust property and shifting clean-up responsibility to the innocent adjoining property owners and/or future owners.

- e. Consent Decree Paragraph IX requires that the Defendants make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the Defendants, where remedial activities or investigations will be performed (for example, the Trust property). Be advised that the Defendants have made no effort to secure access rights to the Trust property to perform the required work under the CAP or the Consent Decree.
- f. Consent Decree Paragraph XIII. The restrictions on transfer and the requirement of notice to Ecology should also apply to affected adjoining property owners like the Trust. It is requested that the Trust also be identified as a beneficiary of the notice provisions of any attempt to transfer property by the Defendants. The Personal Representative of The Estate of Katherine Burleson did not provide notice to creditor Ecology or to the creditor Trust of the suspicious transfer of the Olympia Drycleaner's Site property by Quit Claim Deed by the Personal Representative to GJG, LLC in February, 2014.
- g. Consent Decree Paragraph XVIII(b), Re-openers. To protect adjoining property owners' interests, including the Trust, Ecology should reserve the right to institute legal or administrative action under additional circumstances, including (1) the failure of the remedial action to clean up the soils and/or groundwater underneath the Trust building; (2) should the remedial action taken by Defendants cause real property damage to the Trust building or building foundation or structures; and (3) should the work under the CAP cause seeps (whether contaminated or not) to develop or to cause a release on the Trust property.
- h. Consent Decree Paragraph XIX, Contribution Protection. The Defendants should not be protected by the contribution protection provisions of Paragraph XIX and should be denied such protections from the Trust or its successors by virtue of the fact that there will be remaining contaminated soil and groundwater on the Trust property.

We will look forward to Ecology's careful consideration of these comments and its appropriate meaningful responses, both to the Trust and in changes in the Consent Decree and CAP in response to these comments.

OWENS DAVIES, P.S.



Michael W. Mayberry

MWM/ao  
cc: Client  
Lee Overton

## Ecology Response

Thank you for your comments. Individual comments and responses are broken down below.

### Comment #3.1

As stated in the CAP, "the selected clean-up action will remove almost all of the known and reasonably accessible residual source mass soil from the Site." However, the selected clean-up action will only remove contaminated soil outside of the building footprint of the Trust building; and will leave contaminated soil beneath the building. While we understand the process that took place for the selection of that chosen remedy, that remedy unnecessarily and unreasonably leaves contaminated soil (and groundwater) underneath my client's building to my client's detriment and injury (see also comments below).

## Ecology Response

As stated in WAC 173-340-120(4)(b) of Washington's Model Toxics Control Act (MTCA), the purpose of the feasibility study is to develop and evaluate alternatives for the site cleanup. The Cleanup Action Plan (CAP) then presents the selected cleanup action that protects human health and the environment and is based on the remedy selection criteria in WAC 173-340-350 through 173-340-390. Ecology is satisfied that the selected cleanup action for the Site meets MTCA requirements and is sufficiently protective of human health and the environment. Soil and groundwater contamination that will remain at the Site after the soil excavation is completed will be managed through institutional controls as required by WAC 173-340-440. These institutional controls will ensure the continued protection of human health and the environment at the Site. Ecology disagrees that the selected action is unreasonable in any way.

Sometimes sites with contamination cannot be fully cleaned up or returned to pristine condition. This can be due to location of the contamination (under a building or other structure), the prohibitive cost, or the current technical ability or science to address the contamination. In these cases, institutional controls may be implemented as part of the remedy. For the Olympia Dry Cleaners Site, the contamination that remains behind following soil excavation will be contained until it naturally attenuates within a reasonable timeframe.

Institutional controls include use restrictions, fencing, or long-term monitoring. They are implemented by recording an environmental covenant (also referred to as a deed restriction) in local land records and binding future owners of the property to the restrictions. These restrictions are intended to protect human health and the environment. The restrictions can only be removed if and when the contamination is cleaned up to levels protective of human health and the environment.

### **Comment #3.2**

The PCE concentration in soil as shown on Figure 4 confirms that concentration of PCE in soil exceeds clean-up levels beneath the southwest corner of the Trust building which will not be removed by the selected clean-up action.

### **Ecology Response**

See response to Comment 3.1

### **Comment #3.3**

As shown on Figure 4 of the RI Revised Draft Remedial Investigation Report dated October 9, 2009 (RI Report), there were no soil samples collected within the southwest corner of the Trust building, and; therefore the nature and extent of PCE in soil beneath the building is projected and not well defined. Concentrations of PCE well above the clean-up levels were detected in soil in boring B-10, B-11, and S-3, all located on the building edge and may extend further than shown on Figure 4.

### **Ecology Response**

Comments noted. Ecology has reviewed the data from the RI Report and believes that CAP Figures 4 and 5 that show tetrachloroethylene (PCE) concentrations in soil and groundwater are reasonably accurate. As shown in RI Report Figure 4 and Table 1, maximum soil concentrations of PCE in borings B-10 (2.2 milligrams per kilogram, mg/kg), B-11 (6.0 mg/kg), and S-3 (4.58 mg/kg) are significantly less than the maximum soil concentration from the interim action confirmation samples (sample 5/21-8, 96 mg/kg) or stockpile samples (sample E02, 650 mg/kg).

### **Comment #3.4**

As shown in Cross-section B-B (Figure 9 of the RI Report), concentrations of PCE in soil above the clean-up levels extends to depths of at least fifteen (15) feet below ground surface beneath the southwest corner of the Trust building.

### **Ecology Response**

Comment noted.

### **Comment #3.5**

Environmental covenants are proposed or required for the Trust property (with institutional controls). Such restrictions and requirements may include:

- i. No activities take place that will interfere with remedial action and operation, maintenance, inspection and monitoring remedial action without prior written approval from Ecology;

- ii. No activities will occur that will affect the continued protection of human health and the environment (prohibiting any activity that results in the release of exposure);
- iii. Notifications to Ecology if the properties are sold or transferred;
- iv. Notification to and approval by Ecology for any proposed use that is inconsistent with the covenant;
- v. Restrictions on groundwater use and restrictions on the handling of soil from beneath the Trust building during any future development; and
- vi. Consent to continued access to the property for groundwater, soil, vapor, and seep monitoring.

These restrictions are overly burdensome and affect the Trust's ownership rights and the Trust's right to quiet enjoyment of its property. The Trust is not responsible for the clean-up of this contamination which was/is caused by the owners and operators of the Olympia Drycleaner property. The existence of continued contaminated soils and groundwater will affect and impede the future use of the Trust property and there is no guarantee that the proposed CAP and Consent Decree work will, in fact, to clean up the Trust property.

By Ecology and the PLPs agreement for such a limited clean-up, they do so at the expense of an innocent property owner, the Trust, and leave it in a condition that impairs and impedes the value of its property. An Environmental Covenant should not be imposed on the Trust property. If such a covenant or institutional controls are imposed, it should identify continuing legal responsibility for all acts to be that of the PLPs-the Estate and GJG, LLC.

### **Ecology Response**

Ecology has found that institutional controls are an efficient, effective way to allow a property or a business to return to its intended use. Results from our periodic reviews indicate that, while not perfect, institutional controls are serving their intended purpose. These properties are becoming productive, and residual contamination is not posing a threat to human health or the environment.

### **Comment #3.6**

The Consent Decree includes a new PLP, GJG, LLC, which was formed by the Personal Representative of The Estate of Katherine Burleson in an attempt to avoid certain beneficiaries (including himself) from taking title to this real property and due to their fears of becoming personally liable for the Burleson family's contaminated property. The Trust requests to see what assurances have been provided to Ecology that The Estate of Katherine Burleson and GJG, LLC have the finances available to conduct the planned clean-up of the property. Such assurances should be specified in and made part of the Consent Decree.

### **Ecology Response**

Financial assurance requirements are discussed in Section XXI of the Consent Decree.

### **Comment #3.7**

The Consent Decree identifies as part of the Site the real property owned by the Trust. In Paragraph V(C) of the Consent Decree, we believe that it is inaccurate to say that The Estate of Katherine Burleson is the sole owner of GJG, LLC. It is our understanding that GJG, LLC was formed by Gary Burleson as Personal Representative of The Estate of Katherine Burleson and that Gary Burleson as Personal Representative is the sole member of GJG, LLC.

### **Ecology Response**

According to information provided to Ecology, the Estate of Katherine Elizabeth Burleson owns a 100% interest GJG, LLC. Gary Burleson is the Manager of the LLC but is not a member and owns no membership interest.

### **Comment #3.8**

The Consent Decree, Paragraph V(E), identifies that the CAP includes monitoring for the presence of seeps and sampling of all seeps, collection and treatment of seep discharge, and institutional controls in the form of Environmental (Restrictive) Covenants for each of the parcels that comprise the Former Olympia Drycleaner property. I note that the Consent Decree requires the Defendants to make good faith effort to obtain an Environmental Restrictive Covenant on the Trust property. To date, the Defendants have not done so.

### **Ecology Response**

Comment noted.

### **Comment #3.9**

In addition, the Consent Decree/CAP reference for monitoring ground water and also for the compliance monitoring plan regarding inspection for seeps is not adequate in that it does not go far enough. The Consent Decree should specifically require these Defendants to have a continuing and un-ending responsibility to remedy/clean-up any and all seeps that appear during the CAP work and thereafter, whether those seeps appear on Olympia Drycleaner's property, the property owned by the Trust, or other adjoining property.

### **Ecology Response**

Section VI.A.5 of the Consent Decree requires that the following actions are performed:

- The Site and nearby adjacent areas shall be inspected for the presence of seeps.
- All seeps that are observed shall be sampled and analyzed for the Site contaminants of concern.
- Seeps with concentrations that exceed cleanup levels shall be captured and contained, treated as necessary, and then disposed of appropriately (such as an authorized discharge to the sanitary sewer).

- All necessary actions shall be conducted, as determined by Ecology, to control contaminated seeps.
- Uncontaminated seeps that appear as a result of the remedial action shall also be contained and controlled as necessary to protect structures and property.

### **Comment #3.10**

The Consent Decree at Paragraph VI(C) specifically advises and obligates the Defendants to be responsible for "all necessary containment treatment and dispose of all contaminated soil and groundwater from such work, as determined by Ecology." An additional paragraph should be added to the Consent Decree that specifically identifies that following the clean-up action, contaminated soils and groundwater will remain beneath the Trust building. And that while the concentrations are expected to decline with time, that in the event contaminated soil and groundwater from the Site is encountered beneath the Trust building during any subsequent work or disturbance by the current owners of the Trust property or successor owners, that the Defendants shall be responsible for all necessary containment, treatment, and disposal of all contaminated soil and groundwater. In the absence of such a provision, these Defendants are potentially escaping legal responsibility for contaminating the Trust property and shifting clean-up responsibility to the innocent adjoining property owners and/or future owners.

### **Ecology Response**

As stated in Section 5.1.4 of the CAP, following the removal of the accessible contaminated soil, institutional controls, including an environmental covenant, shall be implemented to prevent the exposure to remaining contaminated soil, groundwater, and soil vapors at the Site. The environmental covenant will include the requirement that the existing structures on the Site shall not be altered or removed in any manner that would expose contaminated soil, groundwater, or soil vapor, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. In the event that Ecology does approve of such an action, the environmental covenant will also include a provision that requires the estate and GJG, LLC to contain, treat, or remove the accessible contaminated soil, groundwater, or soil vapor.

### **Comment #3.11**

Consent Decree Paragraph IX requires that the Defendants make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the Defendants, where remedial activities or investigations will be performed (for example, the Trust property). Be advised that the Defendants have made no effort to secure access rights to the Trust property to perform the required work under the CAP or the Consent Decree.

### **Ecology Response**

A draft access agreement was sent to Mr. Mayberry by Mr. Bradley Jones on October 16, 2014.

### **Comment #3.12**

Consent Decree Paragraph XIII. The restrictions on transfer and the requirement of notice to Ecology should also apply to affected adjoining property owners like the Trust. It is requested that the Trust also be identified as a beneficiary of the notice provisions of any attempt to transfer property by the Defendants. The Personal Representative of The Estate of Katherine Burleson did not provide notice to creditor Ecology or to the creditor Trust of the suspicious transfer of the Olympia Drycleaner's Site property by Quit Claim Deed by the Personal Representative to GJG, LLC in February, 2014.

### **Ecology Response**

Although WAC 173-340-440(9)(c) requires notice to Ecology of any transfer of ownership of property on which a restrictive covenant has been placed pursuant to MTCA, it does not require notice to adjacent land owners of such property transfers.

### **Comment #3.13**

Consent Decree Paragraph XVIII(b), Re-openers. To protect adjoining property owners' interests, including the Trust, Ecology should reserve the right to institute legal or administrative action under additional circumstances, including (1) the failure of the remedial action to clean up the soils and/or groundwater underneath the Trust building; (2) should the remedial action taken by Defendants cause real property damage to the Trust building or building foundation or structures; and (3) should the work under the CAP cause seeps (whether contaminated or not to develop or to cause a release on the Trust property.

### **Ecology Response**

See responses to Comments 3.1, 3.5, and 3.9. The referenced section in the Consent Decree is adequate and does not need to be changed.

### **Comment #3.14**

Consent Decree Paragraph XIX, Contribution Protection. The Defendants should not be protected by the contribution protection provisions of Paragraph XIX and should be denied such protections from the Trust or its successors by virtue of the fact that there will be remaining contaminated soil and groundwater on the Trust property.

### **Ecology Response**

Ecology disagrees. This is a standard provision in a consent decree. As stated in the referenced section from the Revised Code of Washington, RCW 70.105D.040(4)(d): "A party who has resolved its liability to the state under this section shall not be liable for claims for contribution regarding matters addressed in the settlement."

#### **Comment #4: Amy Tousley, Puget Sound Energy**

**From:** Amy Tousley  
**Sent:** Friday, October 17, 2014 4:49 PM  
**To:** Teel, Steve (ECY)  
**Subject:** Olympia Dry Cleaners - 606 Union Avenue

Good afternoon,

Unfortunately I have been unable to construct comments regarding the relocation of PSE 's natural gas facilities in relation to this deadline today.

However, I want to emphasize that it is important to include these facilities in the scope of the impacted area involved in the remediation site at the above.

On behalf of PSE, I would like to include additional comments when the final scope of work is defined for the relocation of the natural gas main and service.

Thank you.  
Amy Tousley

#### **Ecology Response**

Thank you for your comment. Ecology will ensure that the potentially liable parties (PLPs) address Puget Sound Energy's natural gas main and service in their engineering design report. We have added you to our email list for the site.