

Attachment 1 (Work Plan) not enclosed Ballard Mill

Champion Remedial Action  
Order No. DE 89-N162

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August 28, 1989

MODEL TOXICS CONTROL ACT

In the Matter of )  
Champion International Corp.)  
Ballard Mill Site )  
4025 13 Ave. W. )  
Seattle, Wash. 98119 )

Remedial Action Order  
on Consent

Order No. DE 89-N162

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DEPARTMENT OF ECOLOGY  
NORTHWEST REGION

I.

Jurisdiction

This Order is issued pursuant to the authority of Sections 3(1) and 5(1) of the Model Toxics Control Act (MTCA or Act).

II.

Statement of Facts

Based upon the information available to it, the Department of Ecology (Ecology) makes the following statements of facts:

1. Ecology is an agency of the State of Washington vested with the power to investigate releases or threatened releases of hazardous substances or to require potentially liable persons to investigate releases or threatened releases of hazardous substances. Ecology also has the power to conduct remedial actions to remedy said releases or to require potentially liable persons to conduct remedial actions to remedy said releases.
2. On the basis of testing and analysis described below in this section and upon review of Ecology files and records, Ecology has determined that hazardous

substances, as defined at Section 2(5) of the MTCA, are present at the Ballard Mill Site (the Site), formerly owned by Champion International Corporation (Champion). The Site is located at 4025 13<sup>th</sup> Avenue West, Seattle, Washington.

3. Champion is a former owner/operator of the Site as defined at Section 2(6) of the Act.
4. The Site is a "facility" as defined at Section 2(3) of the MTCA.
5. Past, present, and potential entry and migration of hazardous substances from the facility into the environment constitute an actual or potential "release" as defined at Section 2(10) of the MTCA.
6. A map of the Site is presented in Attachment 1. The Site is bordered on the north by Salmon Bay and the Lake Union Ship Canal; on the other three sides it is bordered by light industry. The property covers 13.7 acres, and estimated two-thirds of which is water or marginal shoreline. The exact shoreline varies with seasonal water level fluctuations. Several buildings on the site are supported by concrete foundations and pilings near or beyond the water line.
7. Background: The property has been the site of plywood manufacturing for over 75 years. In 1905 and 1906 portions of the Seattle Tideland Property were sold by the Smith Cove Land Company to James Mullen. In 1909 two lots were sold to Queen City Lumber Company. After a series of transactions, in 1910, Queen City sold two lots to Gould-McMullen Lumber Company. In 1918 lots adjacent to 13<sup>th</sup> Avenue West were also sold to the Gould-McMullen Lumber Company by the Oregon and

Washington Railroad Company. In 1929 the Gould Lumber Company deeded all property to the Aircraft Plywood Corporation. U.S. Plywood of New York took over mortgages in 1937 and in 1952 the property was deeded to U.S. Plywood of Washington. In 1967 U.S. Plywood and Champion merged. The plywood mill ceased operations in January, 1985.

Ecology has been informed that Salmon Bay Terminals, Inc. has purchased the Ballard Mill Site. Ecology has also been informed that Salmon Bay Terminals, Inc., with its lessee Coastal Transportation, Inc., and Peter and Leslie Strong, is voluntarily assisting Champion in implementing the Order and in investigation and cleaning up the Ballard Mill Site.

Washington State Department of Natural Resources (DNR) is concerned that aquatic land north of the Champion property may have become contaminated either from activities on Champion's site or from activities that have occurred on or in the water over the state's submerged lands.

In the plywood manufacturing process veneer was cut, dried, glued, pressed, trimmed, and sanded. Processes included debarking and peeling logs, cutting veneer, heating of the veneer by driers to remove the moisture, and gluing in steam presses. The glues used were urea-formaldehyde resins or phenolic resins. Leftover bark, sawdust, and trim pieces were burned in three boiler units to generate steam and electricity.

Known wastes generated at the facility through the years include normal wastes resulting from a plywood operation such as: wood product wastes; resin sludges and wastewater; fly ash and bottom slag from the burning of

wood fuel; and residual paints, solvents, stains, and oils.

8. Results of Previous Sampling and Analysis: Data has been collected by Champion and several consultants to evaluate environmental conditions at the facility. Existing data is reported in Kennedy/Jenks/Chilton Preliminary Remedial Investigation/Feasibility Study/Remedial Action report dated December 1988. The report references the following relevant documents:

Parametrix, Inc., 1985, "Champion Property Environmental Audit".

Parametrix, Inc., March 1987, "Champion International Preliminary Site Assessment".

Kennedy/Jenks/Chilton, June 1987, "Supplemental Environmental Assessment, Ballard Mill, Seattle, Washington".

Kennedy/Jenks/Chilton, March 1988, "Predesign Investigation, PCP Storage Area".

Kennedy/Jenks/Chilton, April 1988, "Remedial Alternative Evaluation, Glue Press Waste, Ballard Mill, Seattle, Washington".

Response Actions/Investigations related to solvent release in the solvent tank area. Three letter reports submitted to Ecology on 4 October, 10 October, and 27 October, 1988.

Chemical Analysis report for ground water and solvent tank excavation area following two pumping operations.

Bioassay testing of ground water following initial ground-water pumping operation in solvent tank area.

Sediment sampling and analysis by Laucks Testing Lab for Jay Spearman, consultant to Coastal Transportation, Inc.

Geotechnical investigation of proposed cargo facility by Rittenhouse, Zeman, & Associates for Jay Spearman.

III

Ecology Determinations

1. The site described above is a "facility" as defined at Sec. 2(3) of the Act.
2. The substances found at the facility are "hazardous substances" as defined at Sec. 2(5) of the Act.
3. Based on the presence of these hazardous substances at the facility and all factors known to Ecology, there is a release or threatened release of hazardous substances from the facility, as defined at Sec. 2(10) of the Act.
4. Ecology has found Champion to be a potentially liable party under Sec. 2(8) and Sec. 4 of the Act, after notice and opportunity for comment.
5. On the basis of findings from investigations and all other information available, Ecology has determined that the releases at the Champion site have resulted in soil, sediment, ground water, and surface water contamination and that said release will continue to cause contamination unless abated or mitigated.
6. Pursuant to Sections 3 and 5 of the MTCA, if there is a reasonable basis to believe that a release or threatened release of a hazardous substance may exist, Ecology may require potentially liable persons to conduct remedial actions, including investigations, to remedy releases or threatened releases of hazardous substances.
7. The nature of the hazardous substances, which include methane, anthracene, carbon disulfide, carbon tetrachloride, chloroform, tetrachloroethylene, and

heavy metals, require remedial investigation to define their concentration and extent, risk assessment to define the health and environmental hazards posed by the contaminants, and feasibility studies to evaluate alternative remedial measures to mitigate the hazards. Such remedial action is in the public interest.

8. Champion does not admit the foregoing Ecology determinations.

IV.  
Order

Based on the foregoing facts and determinations, it is hereby ordered that Champion take the following remedial actions.

1. Perform a remedial investigation, risk assessment, and feasibility study to assess the following concerns:
  - Glue press waste piles,
  - Hydrogeology, soil chemistry, and ground-water chemistry related to the two underground storage tanks discovered on site.
  - Characterization and disposal of containers containing unknown products/waste materials,
  - Boiler ash,
  - Methane production,
  - Migration of contaminants via surface water drainage,
  - Offshore sediments.

The work shall be carried out according to the work plan attached as Attachment 1 to this Order, including the schedules included therein.

All work described in the work plan must be carried out in accordance with a written Health and Safety Plan and a written Quality Assurance/Quality Control Plan. These plans shall be submitted to Ecology for review in accordance with the work plan schedule.

2. Submit a final report to Ecology in accordance with the work plan schedule.
3. Submit to Ecology brief written monthly progress reports which describe the actions Champion has taken during the previous month to implement the requirements of this Order. Progress reports shall also describe the activities scheduled to be taken during the next month. The progress reports shall include a detailed statement of the manner and extent to which the requirements and time schedules set out in work plan are being met. All progress reports shall be submitted by the tenth (10<sup>th</sup>) day of the month following the month which the report covers, commencing after the effective date of this Order. The progress reports will be written according to the following outline:

1. Progress Made During Reporting Period
2. Problems Resolved
3. Problem Areas and Recommended Solutions
  - 3.1 New Problems
  - 3.2 Outstanding Problems
4. Deliverables Submitted
5. Task Items Planned for Next Month
6. Key Personnel Changes
7. Data Generated
8. Schedule

Discussions within each section should be arranged according to work plan tasks. Legible copies of original data sheets generated during the reporting period shall be included in Section 7.

4. With respect to the implementation of this Order, Champion shall make the results of all sampling, laboratory reports, and/or test results generated by it, or on its behalf, available to Ecology and shall submit these results in progress reports and in a final report submitted in accordance with the work plan.

At the request of Ecology, Champion shall allow split or duplicate samples to be taken by Ecology and/or its authorized representatives of any samples collected by Champion pursuant to the implementation of this Order. Except in the event of an emergency, Champion shall notify Ecology five (5) working days in advance of any sample collection activity. To the extent practicable and without limitation on Ecology's rights under Section V.6, "Access", Ecology shall endeavor to notify Champion before any sample collection activity. Ecology shall allow split or duplicate samples to be taken by Champion, or its authorized representatives, of any samples collected by Ecology pursuant to the implementation of this Order, unless, upon reasonable notice, Champion fails to make available a representative for this purpose.

5. Unless otherwise specified, progress reports and any other documents submitted pursuant to this Order shall be sent to Ecology's project coordinator at the following address:

David L. South  
Department of Ecology  
Northwest Regional Office  
4350 150<sup>th</sup> Avenue, NE  
Redmond, WA 98052-5301

V.

Terms and Conditions of Order

1. Unless otherwise specified, the definitions set forth in the MTCA shall control the meanings of the terms used in this Order.
2. Public Notice: The MTCA requires that, at a minimum, this Order be subject to concurrent public notice. Sec. 3(2)(a). Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of the Order should public comment disclose facts or considerations which indicate to Ecology that the Order is inadequate or improper in any respect. Champion's consent is limited to the terms of this Order and shall not be deemed to extend to any modification or withdrawal by Ecology without Champion's further written consent.
3. Oversight Costs Champion shall pay to Ecology all costs incurred by Ecology pursuant to the Model Toxic Control Act. These costs shall include, but not be limited to, work performed for investigations, remedial actions, order preparation, and order oversight and administration. Champion shall pay the required amount within 30 days of receiving summary statements of Ecology's expenses. Summary statements will be invoiced quarterly. Payments shall be made payable to the State of Washington Toxic Control Account and sent to:

Washington Department of Ecology  
P.O. Box 5128  
Olympia, Washington  
98504-5128

4. Designated Project Coordinators Within ten (10) days of the effective date of this Order, Champion shall designate a project coordinator. The project coordinator shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communications between Ecology and Champion, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be directed through the project coordinators. Should Champion change its project coordinator, written notification shall be given to Ecology at least ten (10) calendar days prior to the change.

The Ecology project coordinator is David L. South, WA Dept. of Ecology, Northwest Regional Office, 4350 150<sup>th</sup> Ave. NE, Redmond, WA 98052. Telephone: (206) 867-7200.

5. Performance: All remedial work performed pursuant to this Order shall be under the direction and supervision, as necessary, of a professional engineer or certified hydrogeologist, or equivalent, with experience and expertise in hazardous waste site investigation and cleanup. Champion shall notify Ecology as to the identity of such engineer(s) or hydrogeologist(s), and of any contractors and subcontractors to be used in carrying out the terms of this Order, in advance of their involvement at the site. Selection of such person or contractor shall be subject to Ecology approval.
6. Access: Ecology or any Ecology authorized representative shall have the authority to enter and freely move about all property at the site at all reasonable times for the purposes of, inter alia:

inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the progress in carrying out the terms of this Order; conducting such tests or collecting samples as Ecology or the project coordinator may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Champion. Ecology shall provide reasonable notice before entering property unless an emergency prevents notice. Ecology shall split any samples taken during an inspection unless, upon reasonable notice, Champion fails to make available a representative for the purpose of splitting samples.

7. Community Relations: Ecology shall maintain the responsibility for community relations at the site. Champion shall help coordinate and implement community relations for the site. Ecology shall allow Champion to review fact sheets, press releases, and public notices, and accommodate where possible Champion's concerns prior to release of such information. These documents will be submitted to Champion for review one week prior to their release.

In the event of disagreement over the contents of any document prepared by Ecology for the purposes of community relations, Ecology shall make the final decision about its content. Champion reserves the right to issue its own community relations documents.

8. Retention of Records: Champion shall preserve in a readily retrievable fashion, during the pendency of this Order and for five (5) years from the date of completion of the work performed pursuant to this Order, all records, reports, documents, and underlying data in its

possession relevant to this Order. Should any portion of the work performed hereunder be undertaken by contractors or agents of Champion, a record retention requirement meeting the terms of this paragraph shall be required of such contractors and/or agents.

9. Reservation of Rights: Ecology reserves all rights to issue additional orders or take any action authorized by law in the event or upon the discovery of a release or threatened release of hazardous substances not addressed by this Order and/or upon discovery of any factors not known at the time of issuance of this Order or in order to abate an emergency.
10. Endangerment: In the event Ecology determines or concurs in a determination by another local, state, or federal agency that activities implementing or in noncompliance with this Order, or any other circumstances or activities, are creating or have the potential to create a danger to the health or welfare of the people on the site or in the surrounding area or to the environment, Ecology may order Champion to stop further implementation of this Order for such period of time as needed to abate the danger. In the event that Ecology issues such an order, all deadlines under this Consent Order are suspended and time periods shall be extended for such periods of time as Ecology determines is reasonable.
11. Transference of Property: No voluntary or involuntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the site shall be consummated by Champion without provision for continued implementation of all requirements of this

Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to transfer of any legal or equitable interest that Champion may have in the property, or any portion thereof, Champion shall serve a copy of this Order upon any prospective purchaser, lessee, transferee, assignee, or other successor in such interest. At least thirty (30) days prior to finalization of any transfer, Champion shall notify Ecology of said contemplated transfer.

At the time of issuance of this Order, Ecology has been informed that Salmon Bay Terminals has purchased Champion's Ballard Mill Site.


12. Compliance With Other Applicable Laws: All actions carried out by Champion pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary state or local permits.
  
13. Amendments: Any changes to the Work Plan, Health and Safety Plan, or Quality Assurance/Quality Control Plan governing this work shall be documented in writing and approved by Ecology. Initial proposal by Champion of any changes to these plans may be done either verbally or in writing. Proposals for changes must include justification for the proposed changes. If initial contact is verbal, both Champion's request and Ecology's approval or disapproval must be documented in writing.

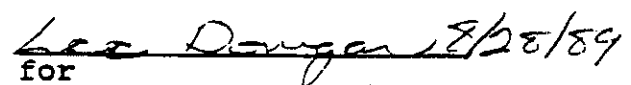
VI.

Enforcement

1. In the event Champion refuses, without sufficient cause, to comply with any term of this Order, this Order will be enforced as follows:
  - a. The Attorney General will bring an action to enforce this Order in state or federal court.
  - b. In any such action, Champion may be liable for up to three times the amount of any costs incurred by the State of Washington as a result of Champion's refusal to comply.
  - c. Additionally, in any such action, Champion may be liable for civil penalties of up to \$25,000 per day for each day Champion refuses to comply.
  - d. Should Ecology conduct or provide for conducting the remedial action, the Attorney General will bring an action to cover all costs incurred by the state for such action.
  - e. This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided for at Section 6 of the Act.

Effective date of Order: October 1, 1989  
Dated this 15th day of September, 1989

  
for  
Champion International  
Corporation

  
for  
Washington Department of  
Ecology