

Wyco- Longview
Chlor-Alkali FST 28
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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

AIR
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In the Matter of Remedial Action by;)
Weyerhaeuser Paper Company)
Post Office Box 188)
Longview, Washington 98632)

TO: Mr. Gary Healea
Mill Manager
Weyerhaeuser Paper Company
Post Office Box 188
Longview, WA 98632

JURISDICTION

This Agreed Order ("Order") is issued pursuant to the authority of RCW 70.105D.050(1).

FINDINGS OF FACT

Ecology makes the following Findings of Fact without admission of any such facts by the Weyerhaeuser Company (also referred to as Weyerhaeuser).

1. Weyerhaeuser presently owns property at Longview, Washington. A portion of this property is known as the Chlor-alkali facility. The number one cell room is located within the chlor-alkali facility.
2. Weyerhaeuser conducted an independent demolition of the #1 mercury cell room and clean up of mercury contamination in and around the #1 mercury cell room site during 1990 and 1991.
3. Studies conducted at the facility have found mercury contamination remaining in soils and ground water after the independent remedial actions.
4. The mercury contamination is found in the local aquifer that is found adjoining the Columbia River.
5. The soil remaining on the mercury cell room site averages 38 ppm mercury.

ECOLOGY DETERMINATIONS

1. The Weyerhaeuser chlor-alkali plant in Longview, Washington is a "facility" as defined in RCW 70.105D.020(3)
2. Weyerhaeuser is an "owner or operator" of the Site as defined in RCW 70.105D.020(6).
3. Mercury is a "hazardous substance" as defined in RCW 70.105D.020(5).
4. The presence of mercury in the ground water and in surface soils ~~at the Site constitutes a "release" as defined in RCW 70.105D.020(10)~~
5. By letter of August 27, 1991 Ecology notified Weyerhaeuser of its status as a "potentially liable person" under RCW 70.105D.040.
6. Pursuant to RCW 70.105D.030(1) and .050, Ecology may require potentially liable persons to investigate or conduct remedial actions with respect to the release or threatened release of hazardous substances.

Based on the foregoing facts and in the best interests of the public, Ecology has determined that Weyerhaeuser must take remedial actions, as set forth below, on the site.

WORK TO BE PERFORMED

The interim remedial action plan that will be implemented at the site is a result of an independent clean up of the #1 mercury cell room. The original final cover for the cleanup project did not provide for ground water protection and monitoring. This interim action modifies the final independent cover plans to include monitoring and design changes that will adequately protect ground water from further contamination. Final cleanup of contaminated ground water will be addressed in a remedial investigation and feasibility study currently being negotiated with Weyerhaeuser.

Based on the foregoing Facts and Determinations, it is hereby Ordered and Agreed that Weyerhaeuser perform the interim remedial action set forth below. The required interim remedial action is more fully described in the work plan labeled Grading and Paving Specifications for the No. 1 Cell Room Site Cover System prepared by Weyerhaeuser Paper Company on 9/20/91 and attached to this Order as Exhibit A. Exhibit A is incorporated by this reference and is an integral and enforceable part of this Agreed Order.

Final cover for the cell room site shall be a polymer-modified asphalt cement. Vadose zone monitoring shall be initiated after the asphalt cover is in place. A lysimeter sampling/monitoring plan shall be submitted to Ecology for approval by December 31, 1991.

TERMS AND CONDITIONS OF ORDER

Definitions. Unless otherwise specified, the definitions set forth in ch. 70.105D RCW and ch. 173-340 WAC shall control the meanings of the terms used in this Order.

Public Notice. WAC 173-340-600(10)(c) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that the Order is inadequate or improper in any respect.

Remedial Action Costs. Weyerhaeuser agrees to pay to Ecology costs incurred by Ecology pursuant to this Agreed Order. These costs shall include work performed by Ecology or its contractors for investigations, remedial actions, and Order preparation, negotiations, oversight and administration. Ecology costs shall include costs of direct activities; e.g., employee salary, laboratory costs, contractor fees, and employee benefit packages; and agency indirect costs of direct activities. Weyerhaeuser agrees to pay the required amount within 90 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. Failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges.

Designated Project Coordinators. The Project coordinator for Ecology is:

Mr. Paul Skyllingstad
Department of Ecology
Mail Stop PV-11
Olympia, WA 98504-8711

The project coordinator for Weyerhaeuser is:

Mr. Jim Sims
Weyerhaeuser Paper Company
Post Office Box 188
Longview, WA 98632

The project coordinators shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communications between Ecology and Weyerhaeuser, 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 Ecology or Weyerhaeuser change project coordinators, written notification shall be provided to Ecology or Weyerhaeuser at least ten (10) calendar days prior to the change.

Performance. All work performed pursuant to this Order shall be under the direction and supervision, as necessary, of a professional engineer or hydrogeologist, or similar expert, with appropriate training, experience and expertise in hazardous waste Site investigation and cleanup. Weyerhaeuser 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.

Access. Ecology or any Ecology authorized representative shall have the authority to enter and freely move about 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 Weyerhaeuser. By signing this Agreed Order, Weyerhaeuser agrees that this Order constitutes reasonable notice of access, and agrees to allow access to the Site at all reasonable times for the purposes of overseeing work performed under this Order. Ecology shall provide Weyerhaeuser an opportunity to split any samples taken during an inspection unless doing so interferes with Ecology's sampling.

Public Participation. Ecology shall maintain the responsibility for the public participation at the site. Ecology shall assist Weyerhaeuser in preparing a public participation plan for the site. Weyerhaeuser shall help coordinate and implement public participation for the site.

Retention of Records. Weyerhaeuser shall preserve in a readily retrievable fashion, during the pendency of this Order and for ten (10) 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 through contractors or agents of Weyerhaeuser, then Weyerhaeuser agrees to include in their contract with such contractors or agents a record retention requirement meeting the terms of this paragraph.

Dispute Resolution. Weyerhaeuser may request Ecology to resolve disputes which may arise during the implementation of this Order. Such request shall be in writing. Ecology resolution of the dispute shall be binding and final. Weyerhaeuser is not relieved of any requirement of this Order during the pendency of the dispute and remains responsible for timely compliance with the terms of the Order unless otherwise provided by Ecology in writing.

Reservation of Rights/No Settlement. This Agreed Order is not a settlement under the Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority. Ecology will not, however, bring an action against Weyerhaeuser to recover remedial action costs paid to and received by Ecology under this Agreed Order. In addition, Ecology will not take additional enforcement actions against Weyerhaeuser to require those remedial actions required by

this Agreed Order, provided Weyerhaeuser complies with this Agreed Order. Ecology reserves the right, however, to require additional remedial action at the Site should it deem such actions necessary.

In the event Ecology determines that conditions at the Site 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 condition of the environment, Ecology may Order Weyerhaeuser to stop further implementation of this Order for such period of time as needed to abate the danger.

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 Weyerhaeuser without the 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 Weyerhaeuser may have in the site or any portions thereof, Weyerhaeuser 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, Weyerhaeuser shall notify Ecology of the contemplated transfer.

Compliance with Other Applicable Laws. All actions carried out by Weyerhaeuser pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements.

Modification. Ecology and Weyerhaeuser may modify this Order by mutual written agreement. Public notice and opportunity for comment on substantial modifications will be governed by the public participation plan.

SATISFACTION OF THIS ORDER

The provisions of this Order shall be deemed satisfied upon Weyerhaeuser's receipt of written notification from Ecology that Weyerhaeuser has completed the remedial activity required by this Order, as amended by any modifications, and that all other provisions of this Agreed Order have been complied with.

ENFORCEMENT

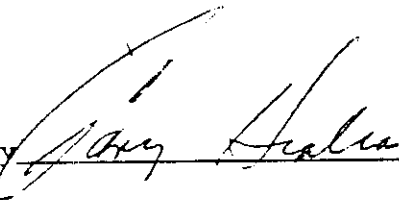
Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

1. The Attorney General may bring an action to enforce this Order in a state or federal court.
2. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the site.

3. In the event Weyerhaeuser refuses, without sufficient cause, to comply with any term of this Order, Weyerhaeuser will be liable for:
- a. up to three times the amount of any costs incurred by the state of Washington as a result of its refusal to comply; and
 - b. civil penalties up to \$ 25,000 per day for each day it refuses to comply
4. This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70 105D.060.

Effective date of this Order: October 8, 1991.


WEYERHAEUSER COMPANY

By 

Mr. Gary Healea
Mill Manager

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

By 

Mr. Richard A. Burkhalter, P.E.
Supervisor, Industrial Section