



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

December 19, 2016

Mr. Paul W. Stemen  
Stemen Environmental Inc.  
PO. Box 3644  
Lacey, WA 98509

**Re: Acceptance of VCP Application for the following Contaminated Site:**

- **Site Name:** Flintstone Fuel Inc.
- **Site Address:** 2840c Black Lake Blvd Olympia, WA 98509 Thurston Co.
- **Cleanup Site ID:** 12354
- **Facility/Site ID:** 79995945
- **VCP Project ID:** SW1563

Dear Mr. Stemen:

The Department of Ecology (Ecology) has accepted your Voluntary Cleanup Program (VCP) application for the Flintstone Fuel Inc. 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 VCP Cleanup Project (Project) and the Site.

**Agreement**

Ecology has completed and signed the VCP Agreement governing the Project on December 19th, 2016. This is the effective date of 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**

Please direct communications between Ecology and John Meek through the designated managers to the maximum extent possible.

- **Ecology**

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

**Carol Johnston**  
Department of Ecology  
Toxic Cleanup Program, SWRO  
PO. Box 47775  
Olympia, WA 98504-7775  
Phone: 360-407-6263  
E-mail: [carol.johnston@ecy.wa.gov](mailto:carol.johnston@ecy.wa.gov)

- **John Meek**

The application designated you, Paul W. Stemen, as the project manager for John Meek. 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 can download the Form from our VCP web site:  
[www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm](http://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 UST removal and groundwater monitoring. Ecology will review the documents you submitted and provide you a written response within about 90 days.

### **Reporting Requirements**

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

- **Licensing.** You must submit documents containing geologic, hydrologic, or engineering work under the seal of an appropriately licensed professional, as required by Chapters 18.43 and 18.220 RCW.
- **Data Submittal.** You must submit environmental sampling data in both a printed form and an electronic form capable of being transferred into our Environmental Information Management (EIM) system. 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](http://www.ecy.wa.gov/programs/tcp/data_submittal/data_requirements.htm).

Mr. Paul W Stemen  
December 19, 2016  
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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. You can find the Form 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 Carol Johnston at 360-407-6263.

Sincerely,



Nicholas Acklam  
VCP Unit Manager  
Toxics Cleanup Program, Southwest Regional Office

NMA: hd

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

By certified mail: [91 7199 9991 7037 0221 7959]

cc:     Mike Parsons, Black Lake Quarry LLC.  
          Mr. John Meek, Property Owner  
          Matthew Alexander, Ecology  
          Carol Johnston, Ecology

**Enclosure A**

**Copy of VCP Agreement**

RECEIVED

DEC 14 2016

RECEIVED

DEC 12 2016

**VCP AGREEMENT**

WA State Department  
of Ecology (SWRO)

WA State Department  
of Ecology (SWRO)



**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 X John M. Bick (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:

FLINTSTONE FUEL SITE - 28400 BLACK LAKE BLVD SW, TUMWATER, 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>Flintstone Fuel Inc.</u>
	Facility / Site No.:	<u>79995945</u>
	VCP Project No.:	<u>SW 1563</u>

SW1563

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

Rebecca Lawson  
Signature

REBECCA LAWSON  
Printed Name

Section Manager, SWRD  
Toxics Cleanup Program

Section

Date: 12/19/16

John E Meek  
Name of Customer

John E. Meek  
Signature

John E Meek  
Printed Name of Signatory

Site manager  
Title of Signatory

Date: \_\_\_\_\_

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.



# RECEIVED Voluntary Cleanup Program

DEC 12 2016

WA State Department  
of Ecology (SWRO)

Washington State Department of Ecology  
Toxics Cleanup Program

## APPLICATION FORM

Under the Voluntary Cleanup Program (VCP), the Department of Ecology (Ecology) may provide informal site-specific technical consultations to persons conducting independent remedial actions at a hazardous waste site. Ecology may provide such consultations under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC.

To enter the VCP, complete and submit to the Department of Ecology (Ecology) a VCP Application. The Application consists of the following two documents:

1. Application Form (including required attachments). ← THIS DOCUMENT
2. Agreement.

For guidance on how to complete your Application, please refer to the Application Instructions, which are available separately on the VCP web site: [www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm](http://www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm).

### Part 1 - ADMINISTRATION

**A. Customer Information.** The Customer is the person or organization requesting services from Ecology under the VCP, and is responsible for paying the costs incurred by Ecology. The authority and duty of the Customer are explained in the Agreement.

Name of Customer: John Meek

What type of entity is the Customer?

☒ Person

*If the Customer is a "person," then the Customer shall serve as both the Manager and Billing Contact for the Project. When identifying the Project Manager below, please enter the name of the Customer and his or her contact information.*

☐ Organization

*If the Customer is an "organization," then please identify below both a Manager and Billing Contact for the Project. Those persons must be employed by the organization.*

What is the Customer's involvement at the Site? Please check all that apply.

☐

Property owner

☐

Past property owner

☐

Future property owner

☐

Property lessee

☐

Other – please specify: \_\_\_\_\_

☐

Business owner (operator)

☒

Mortgage holder

☐

Consultant

☐

Attorney

If not the current property owner, is the Customer acting as the agent for the property owner?

☐

Yes

☐

No

If not the current property owner, is the Customer authorized to grant access to the property?

☐

Yes

☐

No

**Part 1 – ADMINISTRATION continued**

**B. Project Manager Information.** Ecology will send this person all official correspondence. Please enter the required information below.

Name: Paul W. Stemen		Title: Consultant
Mailing address: PO Box 3644		
City: Lacey	State: WA.	Zip: 98509
Phone: 360 438 9521	Fax: 360 412 1225	E-mail: stemenenvironmental@msn.com

**C. Project Billing Contact Information.** Ecology will send this person monthly invoices.

Is the Project Billing Contact the same as the Project Manager?

☐ Yes     *If you answered "YES," then skip to the next question.*

☒ No     *If you answered "NO," then please enter the required information below.*

Name: John Meek		Title: Property Owner
Mailing address: 3748 80th Avenue SE		
City: Olympia	State: WA.	Zip: 98501
Phone: 360 491 6976	Fax:	E-mail:

**D. Project Consultant Information.**

Is the Customer a consultant?

☐ Yes     *If you answered "YES," then skip to the next question.*

☒ No     *If you answered "NO" and the Customer hired a consultant to conduct the independent remedial action, then enter the required information below.*

Name: Paul Stemen		Title: Vice Pres.
Organization: Stemen Environmental Inc.		
Mailing address: PO Box 3644		
City: Lacey	State: WA.	Zip: 98509
Phone: 360 438 9521	Fax: 360 412 1225	E-mail: STEMENENVIRONMENTAL@MSN.COM

Do you want Ecology to contact the Project Consultant?

☒ Yes   ☐ No

**E. Property Owner Information.**

Is the Customer the owner of the property where independent remedial action is being conducted?

☒ Yes     *If you answered "YES," then enter the type of entity and skip to the next question.*

☒ No     *If you answered "NO," then please enter all of the required information below.*

Name: Mike Parsons		Title: Property Owner
Organization: Black Lake Quarry LLC		
Mailing address: 2840 Black Lake BLVD SW		



City: Tumwater	State: WA.	Zip: 98512
Phone: 360 915 6121	Fax: 360 915 6160	E-mail: head1@blacklakerock.com