

After Recording Return
 Original Signed Covenant to:
 Mr. Aaren Fiedler
 Toxics Cleanup Program
 Department of Ecology
 P.O. Box 47775
 Olympia, WA 98504-7775

3563718
 03/10/2017 04:20:38 PM Pages: 20
 Covenants ASSOCIATED ENVIRONMENTAL GROUP 92.00
 Cowlitz County Washington



Environmental Covenant

Grantor: Richard & Cynthia Chin
Grantee: State of Washington, Department of Ecology
Brief Legal Description: Kelso Old Town Lot 5,6 BLK 11
Tax Parcel No.: 20086.

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as **Holt's Quik Chek, Facility Site I.D. 87376683**. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principle contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Gasoline-range Total Petroleum Hydrocarbons (TPH), benzene, toluene, ethylbenzene, total xylenes (BTEX)
Groundwater	Gasoline-range TPH, Diesel-range TPH, toluene, ethylbenzene, total xylenes

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology. **This includes the following documents:**

- EMCON, Phase I Environmental Site Assessment Report, Holt's Quik Chek Market, Kelso, December 5, 1997.
- EMCON, Phase II Site Investigation Report, Holt's Quik Chek Market, Kelso, September 4, 1997.
- EMCON, Additional Phase II Site Investigation, 2nd Quarter Groundwater Sampling and Soil Vapor Extraction Pilot Test Report, Holt's Quik Chek Market, Kelso, September 26, 1997.
- EMCON, Quarterly Groundwater Sampling Report, December 1997, Holt's Quik Chek Market, Kelso, April 28, 1998.
- Farallon Consulting LLC. Site Closure Report, Holt's Quik Chek Site, 400 North Pacific Avenue, Kelso, Washington, March 9, 2007.
- Farallon Consulting LLC. Final Quarter of Groundwater Monitoring, Holt's Quik Chek Site, 400 North Pacific Avenue, Kelso, Washington, May 24, 2007.
- Washington State Department of Ecology, Further Action Opinion Letter, June 18, 2007.
- Associated Environmental Group LLC, Holt's Quik Chek Quarterly Groundwater Sampling Results Summary, Holts Quik Chek, Kelso, Washington, December 3, 2014.
- Associated Environmental Group LLC, January 2015 Holt's Quik Chek Quarterly Groundwater Sampling Results Report, Holt's Quik Chek, Kelso, Washington, February 4, 2015.
- Associated Environmental Group LLC, April 2015 Holt's Quik Chek Quarterly Groundwater Sampling Results Report, Holt's Quik Chek, Kelso, Washington, May 19, 2015.
- Associated Environmental Group LLC, Subsurface Investigation, Holt's Quik Chek, 400 North Pacific Avenue, Kelso, Washington, July 31, 2015.
- Associated Environmental Group LLC, Work Plan for Final Closure, Holt's Quik Chek, 400 North Pacific Avenue, Kelso, Washington, July 31, 2015.
- Washington State Department of Ecology, Further Action Opinion Letter dated June 25, 2015, Paul Turner.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

Richard & Cynthia Chin, as Grantor and fee simple owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter “Ecology”) the following covenants. Furthermore, it is the intent of the Grantor that such

covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Containment of Soil Materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of asphalt parking area and cement cover, and located as illustrated in **Exhibit B**. The primary purpose of this cap is to restrict access to the residual soil contamination to prevent direct contact exposure. As such, the following restrictions shall apply within the area illustrated in **Exhibit B**:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

b. Groundwater Use.

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

c. Monitoring.

Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. Monitoring shall be conducted and reported in accordance with the *Groundwater Monitoring and Contingency Plan* enclosed in **Exhibit C**. Monitoring and reporting shall also include an inspection of the condition of the cap. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest in any part of the Property described/illustrated in Exhibit B₂ including but not limited to title, easement, leases, and security or other interests, must:

- i.** Notify Ecology at least thirty (30) days in advance of the conveyance.
- ii.** Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE COWLITZ COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. **Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Richard & Cynthia Chin 400 N. Pacific Avenue Kelso, WA 98626 soriyuri@yahoo.com	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
--	---

Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. ¹ For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site: ²

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

¹ Example of inconsistent uses are using the Property for a use not allowed under the covenant (i.e. mixed residential and commercial use on a property restricted to industrial uses), OR drilling a water supply well when use of the groundwater for water supply is prohibited by the covenant.

² An example of an activity that is unlikely to be considered a permanent modification is a proposal to disturb a cap to repair an existing underground utility that passes through the site. However, installing a new underground utility within a capped area would be a permanent change.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including Chapter 70.105D RCW and Chapter 64.70 RCW. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the property and has authority to execute this Covenant.

EXECUTED this 27th day of February, 2017.

Richard & Cynthia Chin

[Handwritten Signature]

Property Owner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Cowlitz

On this 27th day of February, 2017, I certify that Richard & Cynthia Chin personally appeared before me, acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.

[Handwritten Signature]
Notary Public in and for the State of Washington
Residing at Castle Rock
My appointment expires 9/5/2019



The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca S. Lawson

Rebecca S. Lawson, P.E., LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office

Dated: 3/9/2017

STATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Thurston

On this 9th day of March, 2017, I certify that Rebecca S. Lawson personally appeared before me, acknowledged that he/she is the Toxics Cleanup Section Mgr. of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.

Lorna L. Gadwa

Notary Public in and for the State of Washington

Residing at Olympia, WA

My appointment expires 9-17-19

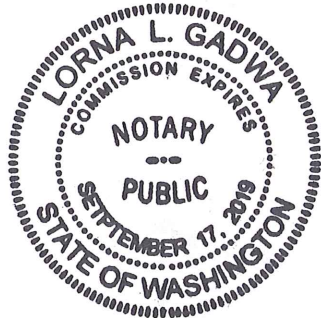


Exhibit A

LEGAL DESCRIPTION

PARCEL 20086:

Lots 5 and 6, Block 11, Original Town of Kelso, as recorded in Volume 3 of Plats, Pages 11 and 12, records of Cowlitz County, State of Washington.

EXCEPT that portion conveyed to the State of Washington by deed recorded under Auditor's File No. 840221034.

Situate in the County of Cowlitz, State of Washington.



Exhibit B

PROPERTY MAP & LOCATION OF RESTRICTIONS



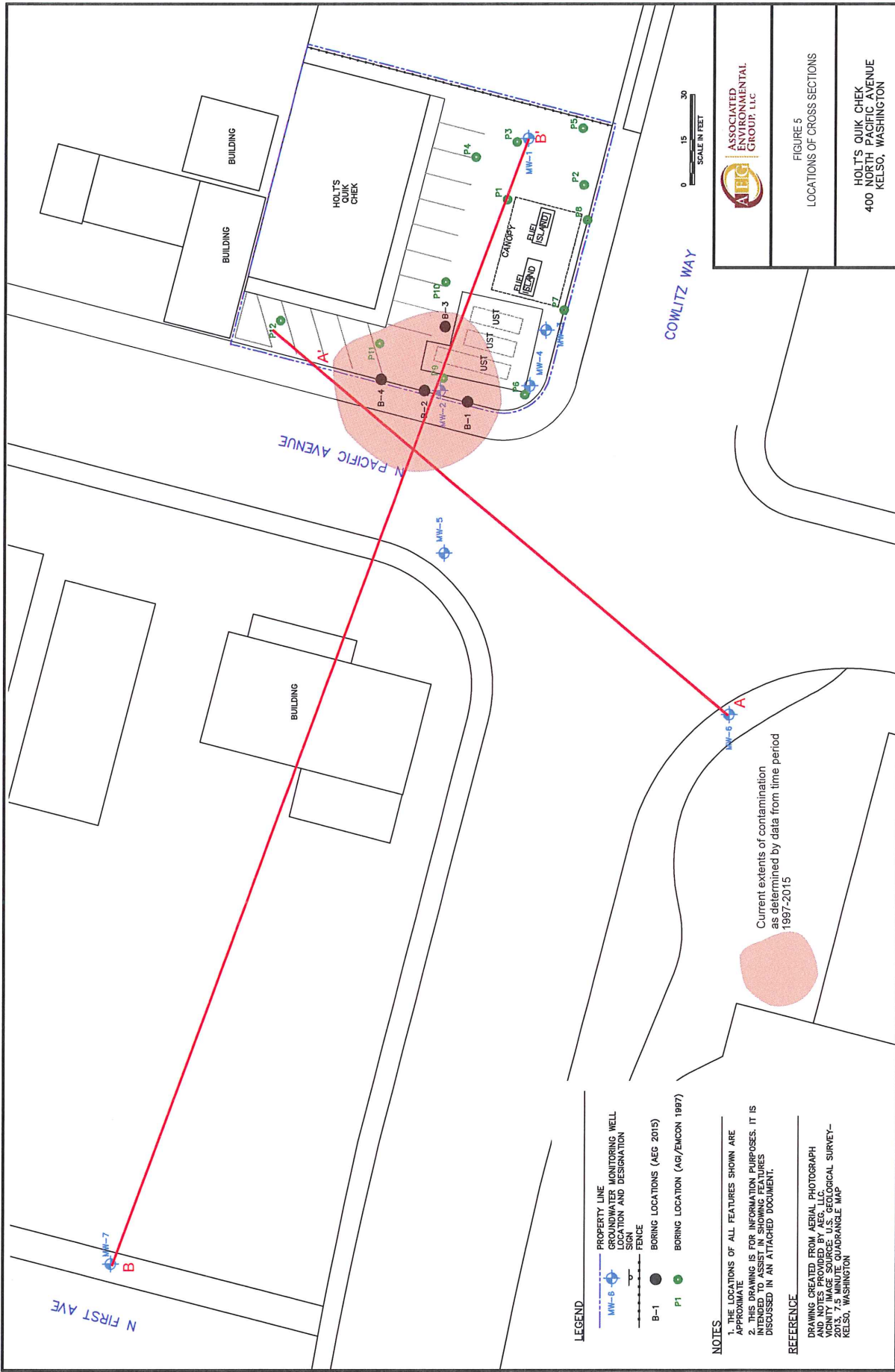


FIGURE 5
LOCATIONS OF CROSS SECTIONS

HOLTS QUIK CHEK
400 NORTH PACIFIC AVENUE
KELSO, WASHINGTON

LEGEND

- MW-6 [Symbol] PROPERTY LINE
- [Symbol] GROUNDWATER MONITORING WELL LOCATION AND DESIGNATION
- [Symbol] FENCE
- B-1 [Symbol] BORING LOCATIONS (AEG 2015)
- P1 [Symbol] BORING LOCATION (ACI/EMCON 1997)

NOTES

1. THE LOCATIONS OF ALL FEATURES SHOWN ARE APPROXIMATE
2. THIS DRAWING IS FOR INFORMATION PURPOSES. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES DISCUSSED IN AN ATTACHED DOCUMENT.

REFERENCE

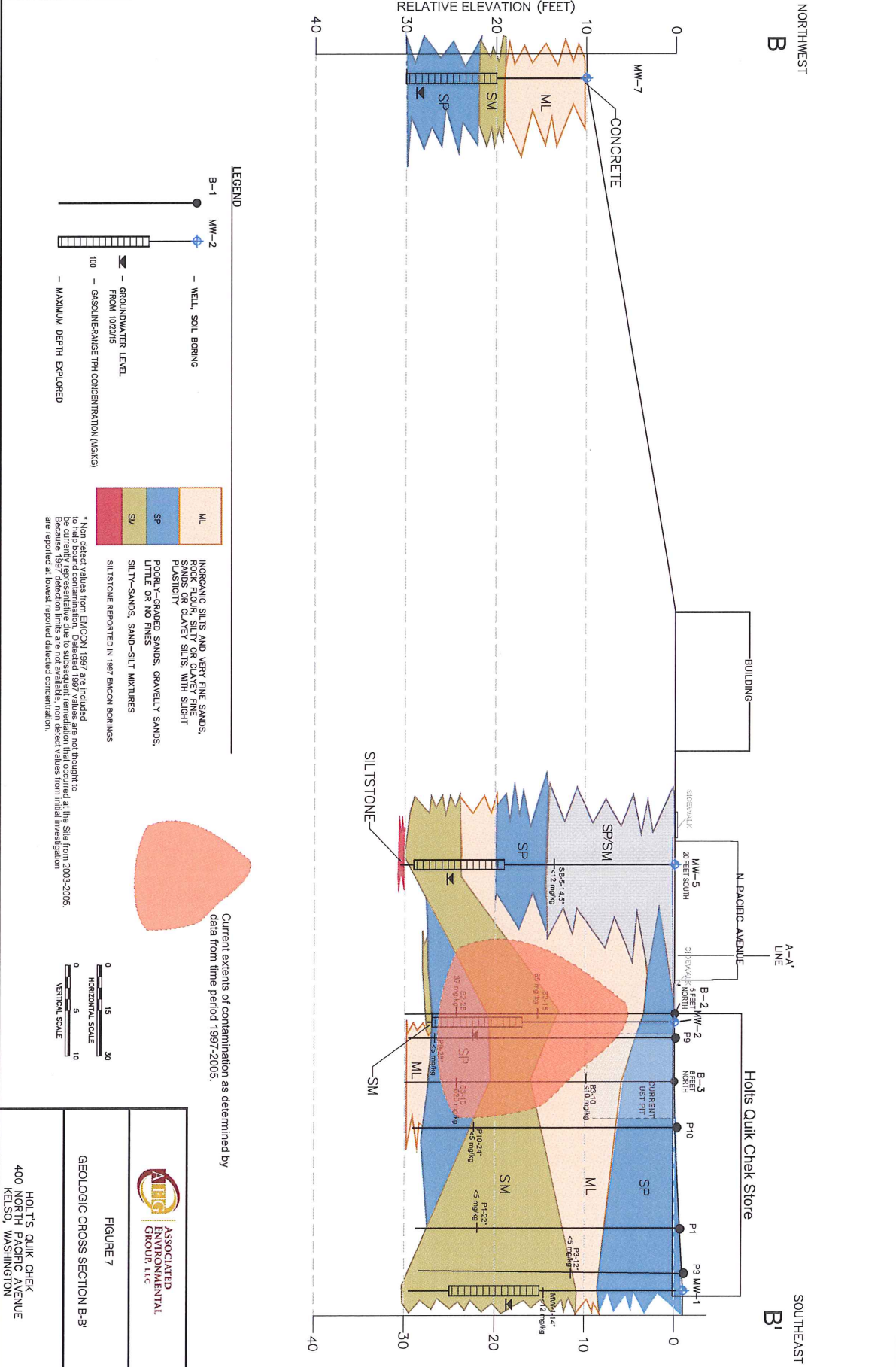
DRAWING CREATED FROM AERIAL PHOTOGRAPH
VICINITY IMAGE SOURCE: U.S. GEOLOGICAL SURVEY-
2013, 7.5 MINUTE QUADRANGLE MAP
KELSO, WASHINGTON

Current extents of contamination
as determined by data from time period
1997-2015

ASSOCIATED ENVIRONMENTAL GROUP, LLC

SCALE IN FEET
0 15 30

FILENAME	DRAWN BY	CHECKED BY	APPROVED BY	PROJECT NUMBER
14-174_XSECTIONS_1.DWG	ICD	12/30/2015	NP	12/30/2015



LEGEND

B-1 ● WELL, SOIL BORING

MW-2 ◆ GROUNDWATER LEVEL FROM 10/20/15

▬ MAXIMUM DEPTH EXPLORED

▬ GROUNDWATER LEVEL FROM 10/20/15

▬ GASOLINE-RANGE TPH CONCENTRATION (MG/KG)

ML INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOORS, SILTY OR CLAYEY FINE SANDS, CLAYEY SILTS, WITH SLIGHT PLASTICITY

SP FORELY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES

SM SILTY-SANDS, SAND-SILT MIXTURES

SILTSTONE REPORTED IN 1997 EMCON BORINGS

* Non detect values from EMCON 1997 are included and not thought to be currently representative due to subsequent remediation that occurred at the site from 2003-2005. Because 1997 detection limits are not available, non detect values from initial investigation are reported at lowest reported detected concentration.

Current extents of contamination as determined by data from time period 1997-2005.

0 15 30
HORIZONTAL SCALE

0 5 10
VERTICAL SCALE

FIGURE 7

ASSOCIATED ENVIRONMENTAL SMOULF, LLC

GEOLOGIC CROSS SECTION B-B'

HOLT'S QUIK CHECK
400 NORTH PACIFIC AVENUE
KELSO, WASHINGTON

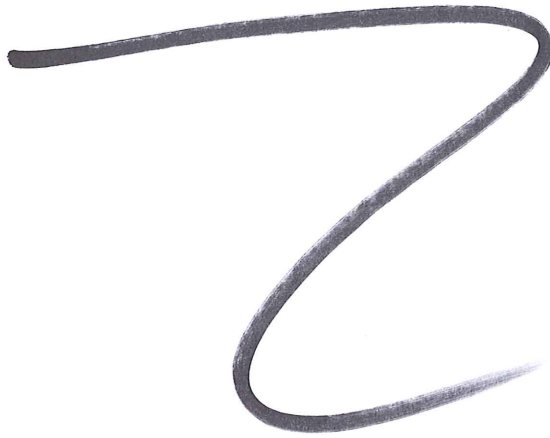
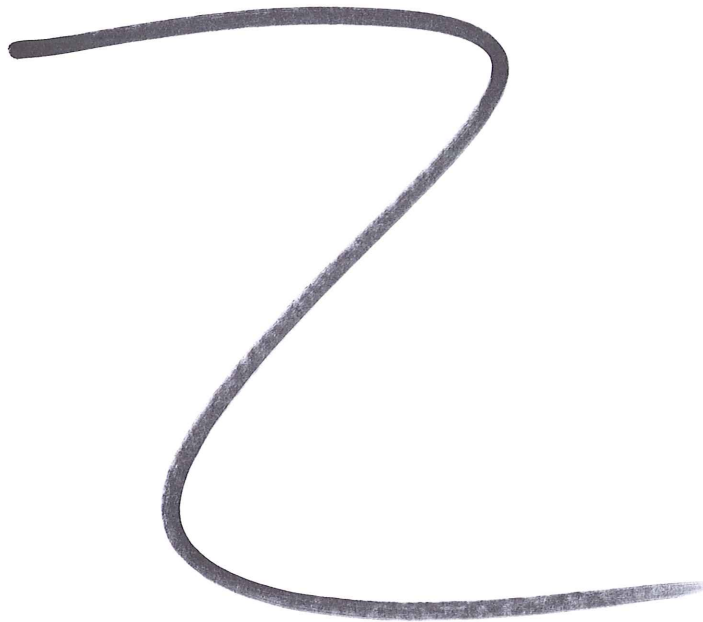


Exhibit C

GROUNDWATER MONITORING & CONTINGENCY PLAN





ASSOCIATED
ENVIRONMENTAL
GROUP, LLC

Groundwater Monitoring and Contingency Plan

Prepared for:

Holt's Quik Chek
400 North Pacific Avenue
Kelso, WA 98626
Facility/Site ID # 87376683
VCP # SW1445

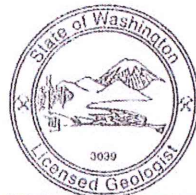
Prepared for:

Richard & Cynthia Chin
400 N. Pacific Avenue
Kelso, WA 98626

Prepared and Reviewed by:

Handwritten signature of Shawn Lombardini in black ink.

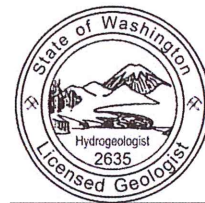
Shawn Lombardini, L.G.
Project Geologist



Shawn Lombardini

Handwritten signature of Scott Rose in black ink.

Scott Rose, L.H.G.
Senior Hydrogeologist



SCOTT I ROSE

Project #05-176
Date of Report: January 10, 2017

Table of Contents

1.0 Introduction 3
 1.1 Site Location and Description 3
2.0 Proposed Groundwater Compliance/Contingency Plan 4
 2.1 Well Sampling Schedule 4
 2.2 Well Sampling Details 4
 2.3 Quality Controls 5
 2.4 Cap Inspection 5
 2.5 Reporting 6
3.0 Contingency Plan 7

Figures:

Figure 1- *Site Map*
AEG Daily Field Report

1.0 INTRODUCTION

Associated Environmental Group, LLC (AEG) has prepared the proposed *Groundwater Monitoring and Contingency Plan* for Holt's Quik Chek, located at 400 N. Pacific Avenue in Kelso, Cowlitz County, Washington (Site). The purpose and objectives of this report are to summarize the plan for ongoing confirmational monitoring selected on-Site wells in support of a request of No Further Action with an Environmental Covenant for the Property.

1.1 Site Location and Description

The Model Toxics Control Act Cleanup Regulation (MTCA) defines a Site/Facility as:

"...any building, structure, installation, equipment, pipe or pipeline...well, pits, pond, lagoon, impoundment, ditch, landfill, storage container...or area where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located." (WAC 173-340-200)

The Site is located at the intersection of North Pacific Avenue and Cowlitz Way, and is positioned on roughly 0.22 acres. The Site is developed as a gas station with a 3,075 square foot convenience store and two associated fueling islands. A retail gasoline service or automotive repair station has operated on Site since the 1960s. Holt's Quik Chek has operated a retail gasoline station and convenience store at the Site since 1981. A petroleum release was discovered in 1997. Since then, subsurface investigations have been performed in the vicinity of the underground storage tank (UST) pad, fuel dispenser area, and in portions of Cowlitz Way and North Pacific Avenue. The immediate vicinity of the Site is residential.

At this Site, remaining soil contamination above MTCA Method A cleanup levels occurs in the vicinity of the UST nest. However, groundwater contamination above MTCA Method A cleanup levels has not been detected in Site monitoring wells over four or more quarters. The direction of groundwater flow has been consistently measured to the west toward the Cowlitz River, located approximately 150 feet west of the Site.

2.0 PROPOSED GROUNDWATER COMPLIANCE/CONTINGENCY PLAN

The Groundwater Compliance/Contingency Plan, based on WAC 173-340-820, includes a list of components as follows:

2.1 Well Sampling Schedule

- Four separate sampling events are included in this plan for a total of approximately 5 years of groundwater monitoring at the Site.
- Monitoring will occur at 18-month intervals. Due to a lack of a seasonal trend in impacts to groundwater, this interval was selected to obtain future seasonal water quality and groundwater elevation information and variability for the Site over a longer term.

2.2 Well Sampling Details

- Four existing Site monitoring wells (MW-1, MW-2, MW-4, and MW-5) will be included at each sampling event. These wells were selected at Ecology's request to ensure a complete picture of Site conditions is obtained over the first five-year period. Following the first five-year Periodic Review by Ecology, a request may be made to reduce the number of wells to be monitored, as well as the frequency of monitoring. The locations of the wells are illustrated on the attached Figure 1.
- Prior to sampling, depth to groundwater will be measured in each of the wells to be sampled using an interface probe accurate to the nearest one-tenth of an inch and recorded.
- Monitoring wells will be sampled via EPA-approved low-flow purging technique using a peristaltic pump at a rate of less than 500 milliliters (mL) per minute.
- Each well will be purged through a flow-through cell and field parameters recorded. Purging parameters to be recorded include temperature, pH, conductivity, total dissolved solids (TDS), dissolved oxygen (DO), and Oxidation/reduction potential (ORP). Field data sheets will be included as part of the monitoring reports.
- The field parameters will be recorded every five minutes until stabilized. Stability by EPA methods includes:

"...Three successive readings should be within ± 0.1 for pH, $\pm 3\%$ for conductivity, ± 10 mv for redox potential, and $\pm 10\%$ for turbidity and DO..."
- Groundwater samples will be collected in method-approved laboratory-provided containers, and submitted for the following analyses:

- Gasoline-range petroleum hydrocarbons (TPH) by Northwest Method NWTPH-Gx.
- Diesel-range TPH by Northwest Method NWTPH-Dx.
- Benzene, toluene, ethylbenzene, and xylene (BTEX) compounds by EPA Method 8260.
- MTCA Table 830-1 constituents (if non-detect after first event, a request may be made to Ecology to discontinue for subsequent events), including the following:
 - Ethylene dibromide (EDB) by EPA Method 8011.
 - 1,2-dichloroethane (EDC) and methyl tert-butyl ether (MTBE) by EPA Method 8260.
 - Total lead by EPA Method 7010.
- Upon collection, the groundwater samples will be placed in a chilled cooler for transport to a Washington State registered analytical laboratory for analysis, using standard chain of custody protocols.

2.3 *Quality Controls*

- All groundwater samples will be collected in accordance with industry protocols for the collection, documentation, and handling of samples.
- New nitrile gloves will be used in handling all sampling containers and sampling devices.
- All non-dedicated sampling equipment will be scrubbed with Alconox detergent and rinsed with distilled water prior to each use.
- The laboratory report will provide quality assurance/quality control (QA/QC), which will include the following as appropriate: surrogate recoveries for each sample, method blank results, duplicate analyses, matrix or blank spiked analyses, and duplicate spike analyses.

2.4 *Cap Inspection*

As part of sampling activities, the area of the UST nest and surrounding surface cover, which is acting as a cap for remaining soil contamination, will be inspected for integrity (such as signs of cracks or other damage) to ensure the cap is properly maintained, preventing exposure to residual contaminated soils. AEG will work with the property owner to repair any cracks or other damage noted during the inspection. Cap inspection observations will be documented in an AEG Daily Field Report form (attached).

2.5 Reporting

Sampling event reports will be prepared following each event documenting the depth to water, field measurements, analytical results summaries of the groundwater monitoring/sampling activities, cap inspection results, and any other activities pertinent to the cleanup at the Site. All reports generated by AEG will be reviewed by a Washington State licensed hydrogeologist. Groundwater monitoring reports will be submitted to Ecology for review within 90 days of obtaining the laboratory analytical results. All data generated will be submitted to Ecology in accordance with WAC 173-340-840(5), in both written and electronic format.

3.0 CONTINGENCY PLAN

Should contaminants of concern (COCs) be detected above MTCA Method A cleanup levels in groundwater, AEG will immediately resample the well to confirm the presence of Site COCs. AEG will notify Ecology and obtain an opinion for further action before initiating any additional activities.

