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# Voluntary Cleanup Program

DEPARTMENT OF  
ECOLOGY  
State of Washington  
TOXICS CLEANUP PROGRAM HQ  
ADMINISTRATIVE

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 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: Pollution Liability Insurance Agency (PLIA)

What type of entity is the Customer?

- Person *If the Customer is a "person," then the Customer shall serve as both the Project Manager and the Project Billing Contact. Please identify this person and their contact information in both Parts 1B and 1C.*
- Organization *If the Customer is an "organization," then please identify the Project Manager in Part 1B and the Project Billing Contact in Part 1C. **Both persons must be employed by the Customer organization.***

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

- |  |  |
|--|--|
| <input type="checkbox"/> Property owner  | <input type="checkbox"/> Business owner (operator) |
| <input type="checkbox"/> Past property owner   | <input type="checkbox"/> Mortgage holder           |
| <input type="checkbox"/> Future property owner   | <input type="checkbox"/> Consultant                |
| <input type="checkbox"/> Property lessee   | <input type="checkbox"/> Attorney                  |
| <input checked="" type="checkbox"/> Other – please specify: <u>Reinsurance carrier</u> |  |

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. This person must either be the Customer or be employed by the Customer. This person may not be an independent contractor hired by the Customer. Please enter the required information below.

Name: Carrie Pederson, PLIA		Title: Agency Planner
Mailing address: 300 Desmond Drive		
City: Lacey	State: WA	Zip: 98504
Phone: 360-407-0519	Fax:	E-mail: carrie.pederson@plia.wa.gov

**C. Project Billing Contact Information.** Ecology will send this person monthly invoices. This person must either be the Customer or be employed by the Customer. This person may not be an independent contractor hired by the Customer. Please enter the required information below.

Name: same as above		Title:
Mailing address:		
City:	State: TX	Zip:
Phone:	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: Matt Miller		Title:
Organization: Antea Group		
Mailing address: 4006 148 <sup>th</sup> Avenue NE		
City: Redmond	State: WA	Zip: 98052
Phone: 425-498-7722	Fax:	E-mail: matt.miller@anteagroup.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:		Title Owner
Organization: Lake Chelan Recreation Inc		
Mailing address: PO Box 186		
City: Chelan	State: WA	Zip: 98816
Phone:	Fax:	E-mail:

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.

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STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

JUL 13 2015

Pollution Liability Insurance Agency (PLIA)

Name of Customer

*Denacee S...*

TOXICS CLEANUP PROGRAM HQ  
ADMINISTRATIVE

*Carrie Pederson*

Signature

Signature

*Nnamdi Madakor*

Carrie Pederson

Printed Name of Signatory

Printed Name

*Statewide RCP Coord*

Section Manager,

Agency Planner

Title of Signatory

Toxics Cleanup Program

Section

Date:

*7/13/15*

Date: 7/10/15

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.

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VCP AGREEMENT

JUL 13 2015



TOXICS CLEANUP PROGRAM HQ
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 Pollution Liability Insurance Agency (PLIA) (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: 1418 W Woodin Ave, Chelan, WA 98816 FS# 93262331 Lake Chelan Boat Company

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 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

Table with 2 columns: FOR COMPLETION BY ECOLOGY ONLY and Facility / Site Name, Facility / Site No., VCP Project No. Handwritten entries: Lake Chelan Boat Co Lady of The Lake II, 93262331 ; Cleanup ID 11738, CE0410

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JUL 13 2015 TOXICS CLEANUP PROGRAM HQ ADMINISTRATION



# Voluntary Cleanup Program

## Washington State Department of Ecology Toxics Cleanup Program

### TERRESTRIAL ECOLOGICAL EVALUATION FORM

Under the Model Toxics Control Act (MTCA), a terrestrial ecological evaluation is necessary if hazardous substances are released into the soils at a Site. In the event of such a release, you must take one of the following three actions as part of your investigation and cleanup of the Site:

1. Document an exclusion from further evaluation using the criteria in WAC 173-340-7491.
2. Conduct a simplified evaluation as set forth in WAC 173-340-7492.
3. Conduct a site-specific evaluation as set forth in WAC 173-340-7493.

When requesting a written opinion under the Voluntary Cleanup Program (VCP), you must complete this form and submit it to the Department of Ecology (Ecology). The form documents the type and results of your evaluation. You still need to submit your evaluation as part of your cleanup plan or report.

If you have questions about how to conduct a terrestrial ecological evaluation, please contact the Ecology site manager assigned to your Site. For additional guidance, please refer to [www.ecy.wa.gov/programs/tcp/policies/terrestrial/TEEHome.htm](http://www.ecy.wa.gov/programs/tcp/policies/terrestrial/TEEHome.htm).

Step 1: IDENTIFY HAZARDOUS WASTE SITE	
Please identify below the hazardous waste site for which you are documenting an evaluation.	
Facility/Site Name: Lake Chelan Boat Company	
Facility/Site Address: 1418 West Woodin Ave. Chelan, WA 98816	
Facility/Site No: 93262331	VCP Project No.:

Step 2: IDENTIFY EVALUATOR		
Please identify below the person who conducted the evaluation and their contact information.		
Name: Jaime L. KC	Title: Project Professional	
Organization: Antea Group		
Mailing address: 148th Ave NE		
City: Redmond	State: WA	Zip code: 98053
Phone: 425-241-1910	Fax: 425-869-1829	E-mail: <a href="mailto:jaime.kc@anteagroup.com">jaime.kc@anteagroup.com</a>

### Step 3: DOCUMENT EVALUATION TYPE AND RESULTS

#### A. Exclusion from further evaluation.

##### 1. Does the Site qualify for an exclusion from further evaluation?

- Yes *If you answered "YES," then answer Question 2.*
- No or Unknown *If you answered "NO" or "UNKNOWN," then skip to Step 3B of this form.*

##### 2. What is the basis for the exclusion? Check all that apply. Then skip to Step 4 of this form.

Point of Compliance: WAC 173-340-7491(1)(a)

- All soil contamination is, or will be,\* at least 15 feet below the surface.
- All soil contamination is, or will be,\* at least 6 feet below the surface (or alternative depth if approved by Ecology), and institutional controls are used to manage remaining contamination.

Barriers to Exposure: WAC 173-340-7491(1)(b)

- All contaminated soil, is or will be,\* covered by physical barriers (such as buildings or paved roads) that prevent exposure to plants and wildlife, and institutional controls are used to manage remaining contamination.

Undeveloped Land: WAC 173-340-7491(1)(c)

- There is less than 0.25 acres of contiguous<sup>#</sup> undeveloped<sup>±</sup> land on or within 500 feet of any area of the Site and any of the following chemicals is present: chlorinated dioxins or furans, PCB mixtures, DDT, DDE, DDD, aldrin, chlordane, dieldrin, endosulfan, endrin, heptachlor, heptachlor epoxide, benzene hexachloride, toxaphene, hexachlorobenzene, pentachlorophenol, or pentachlorobenzene.
- For sites not containing any of the chemicals mentioned above, there is less than 1.5 acres of contiguous<sup>#</sup> undeveloped<sup>±</sup> land on or within 500 feet of any area of the Site.

Background Concentrations: WAC 173-340-7491(1)(d)

- Concentrations of hazardous substances in soil do not exceed natural background levels as described in WAC 173-340-200 and 173-340-709.

\* An exclusion based on future land use must have a completion date for future development that is acceptable to Ecology.

<sup>±</sup> "Undeveloped land" is land that is not covered by building, roads, paved areas, or other barriers that would prevent wildlife from feeding on plants, earthworms, insects, or other food in or on the soil.

<sup>#</sup> "Contiguous" undeveloped land is an area of undeveloped land that is not divided into smaller areas of highways, extensive paving, or similar structures that are likely to reduce the potential use of the overall area by wildlife.

**B. Simplified evaluation.**

**1. Does the Site qualify for a simplified evaluation?**

- Yes *If you answered "YES," then answer Question 2 below.*
- No or Unknown *If you answered "NO" or "UNKNOWN," then skip to Step 3C of this form.*

**2. Did you conduct a simplified evaluation?**

- Yes *If you answered "YES," then answer Question 3 below.*
- No *If you answered "NO," then skip to Step 3C of this form.*

**3. Was further evaluation necessary?**

- Yes *If you answered "YES," then answer Question 4 below.*
- No *If you answered "NO," then answer Question 5 below.*

**4. If further evaluation was necessary, what did you do?**

- Used the concentrations listed in Table 749-2 as cleanup levels. *If so, then skip to Step 4 of this form.*
- Conducted a site-specific evaluation. *If so, then skip to Step 3C of this form.*

**5. If no further evaluation was necessary, what was the reason? Check all that apply. Then skip to Step 4 of this form.**

Exposure Analysis: WAC 173-340-7492(2)(a)

- Area of soil contamination at the Site is not more than 350 square feet.
- Current or planned land use makes wildlife exposure unlikely. Used Table 749-1.

Pathway Analysis: WAC 173-340-7492(2)(b)

- No potential exposure pathways from soil contamination to ecological receptors.

Contaminant Analysis: WAC 173-340-7492(2)(c)

- No contaminant listed in Table 749-2 is, or will be, present in the upper 15 feet at concentrations that exceed the values listed in Table 749-2.
- No contaminant listed in Table 749-2 is, or will be, present in the upper 6 feet (or alternative depth if approved by Ecology) at concentrations that exceed the values listed in Table 749-2, and institutional controls are used to manage remaining contamination.
- No contaminant listed in Table 749-2 is, or will be, present in the upper 15 feet at concentrations likely to be toxic or have the potential to bioaccumulate as determined using Ecology-approved bioassays.
- No contaminant listed in Table 749-2 is, or will be, present in the upper 6 feet (or alternative depth if approved by Ecology) at concentrations likely to be toxic or have the potential to bioaccumulate as determined using Ecology-approved bioassays, and institutional controls are used to manage remaining contamination.

**C. Site-specific evaluation.** A site-specific evaluation process consists of two parts: (1) formulating the problem, and (2) selecting the methods for addressing the identified problem. Both steps require consultation with and approval by Ecology. See WAC 173-340-7493(1)(c).

**1. Was there a problem?** See WAC 173-340-7493(2).

- Yes *If you answered "YES," then answer **Question 2** below.*
- No *If you answered "NO," then identify the reason here and then skip to **Question 5** below:*
- No issues were identified during the problem formulation step.
  - While issues were identified, those issues were addressed by the cleanup actions for protecting human health.

**2. What did you do to resolve the problem?** See WAC 173-340-7493(3).

- Used the concentrations listed in Table 749-3 as cleanup levels. *If so, then skip to **Question 5** below.*
- Used one or more of the methods listed in WAC 173-340-7493(3) to evaluate and address the identified problem. *If so, then answer **Questions 3 and 4** below.*

**3. If you conducted further site-specific evaluations, what methods did you use?**

*Check all that apply. See WAC 173-340-7493(3).*

- Literature surveys.
- Soil bioassays.
- Wildlife exposure model.
- Biomarkers.
- Site-specific field studies.
- Weight of evidence.
- Other methods approved by Ecology. If so, please specify:

**4. What was the result of those evaluations?**

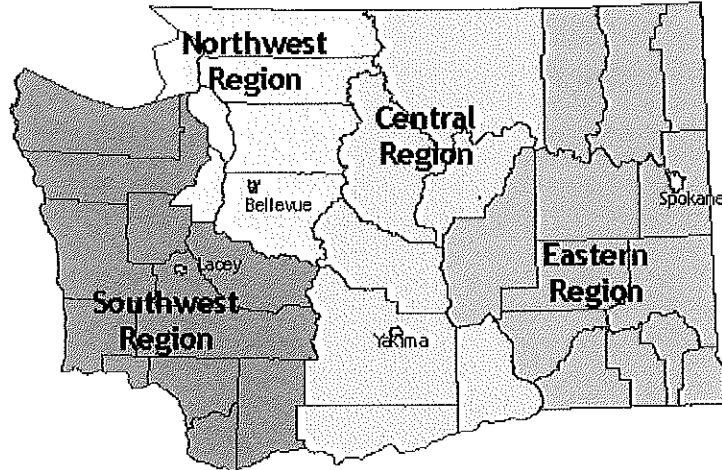
- Confirmed there was no problem.
- Confirmed there was a problem and established site-specific cleanup levels.

**5. Have you already obtained Ecology's approval of both your problem formulation and problem resolution steps?**

- Yes *If so, please identify the Ecology staff who approved those steps:*
- No

## Step 4: SUBMITTAL

Please mail your completed form to the Ecology site manager assigned to your Site. If a site manager has not yet been assigned, please mail your completed form to the Ecology regional office for the County in which your Site is located.



<b>Northwest Region:</b> Attn: Sara Nied 3190 160 <sup>th</sup> Ave. SE Bellevue, WA 98008-5452	<b>Central Region:</b> Attn: Mark Dunbar 15 W. Yakima Ave., Suite 200 Yakima, WA 98902
<b>Southwest Region:</b> Attn: Scott Rose P.O. Box 47775 Olympia, WA 98504-7775	<b>Eastern Region:</b> Attn: Patti Carter N. 4601 Monroe Spokane WA 99205-1295

If you need this publication in an alternate 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.

