



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

September 24, 2014

Ms. Carrie Pederson
PLIA
330 Desmond Drive
Lacey, WA 98504

Re: Acceptance of VCP Application for the following Site:

- **Property Address:** 1208 E. Sunset Dr., Bellingham, WA 98226
- **Facility/Site No.:** 35512578
- **VCP Project No.:** NW2861
- **Cleanup Site ID No.:** 8847

Dear Ms. Pederson:

The Department of Ecology (Ecology) has accepted your Voluntary Cleanup Program (VCP) application for the CHEVRON SUNSET, 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 Project.

Agreement

Ecology has completed and signed the VCP Agreement governing the Project. The effective date of the Agreement is **September 24, 2014**. A copy of the Agreement is enclosed. 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

Communications between Ecology and CHEVRON SUNSET should be directed through their designated managers to the maximum extent possible.

Ms. Carrie Pederson
September 24, 2014
CHEVRON SUNSET, NW2861

Ecology

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

Mr. Nnamdi Madakor
Department of Ecology
Toxic Cleanup Program, Headquarters
300 Desmond Drive SE Lacey, WA 98503
Phone: (360) 407-7244
E-mail: nmad461@ecy.wa.gov

CHEVRON SUNSET

The application designated you as the project manager for the site. 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 may download the Form from our VCP website: <http://www.ecy.wa.gov/programs/tcp/vcp/vcp2008/vcpForms.html>

Requests for Written Opinions

In your application, you requested a written opinion on the sufficiency of your cleanup. Ecology will review the documents you submitted and provide you a written opinion within 90-days.

Reporting Requirements

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

1. Licensing. Documents submitted containing geologic, hydrologic, or engineering work must be under the seal of an appropriately licensed professional, as required by Chapters 18.43 and 18.220 RCW.
2. Data Submittal. Environmental sampling data must be submitted in both a printed form and an electronic form capable of being transferred into our data management systems. For instructions on how to submit data, please refer to the following website: www.ecy.wa.gov/programs/tcp/data_submittal/data_requirements.html

Failure to comply with these requirements may result in unnecessary delays.

Payment

Ms. Carrie Pederson
September 24, 2014
CHEVRON SUNSET, NW2861

Ecology will send monthly invoices to you, the billing contact designated in the Application Form. If someone replaces you as billing contact or your contact information changes, please submit a Change of Contact Form. The Form is available on the VCP website.

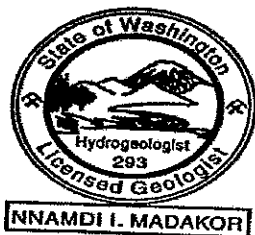
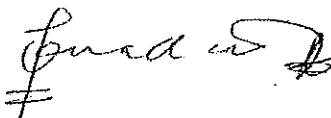
The invoice will include a summary of the costs incurred, payments received, identity of staff involved, and the amount of time spent on the Project during the previous month. Payment is

due within 30-days of the invoice date. For more information on the billing system, please refer to the VCP website.

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 me at (360) 407-7244.

Sincerely,

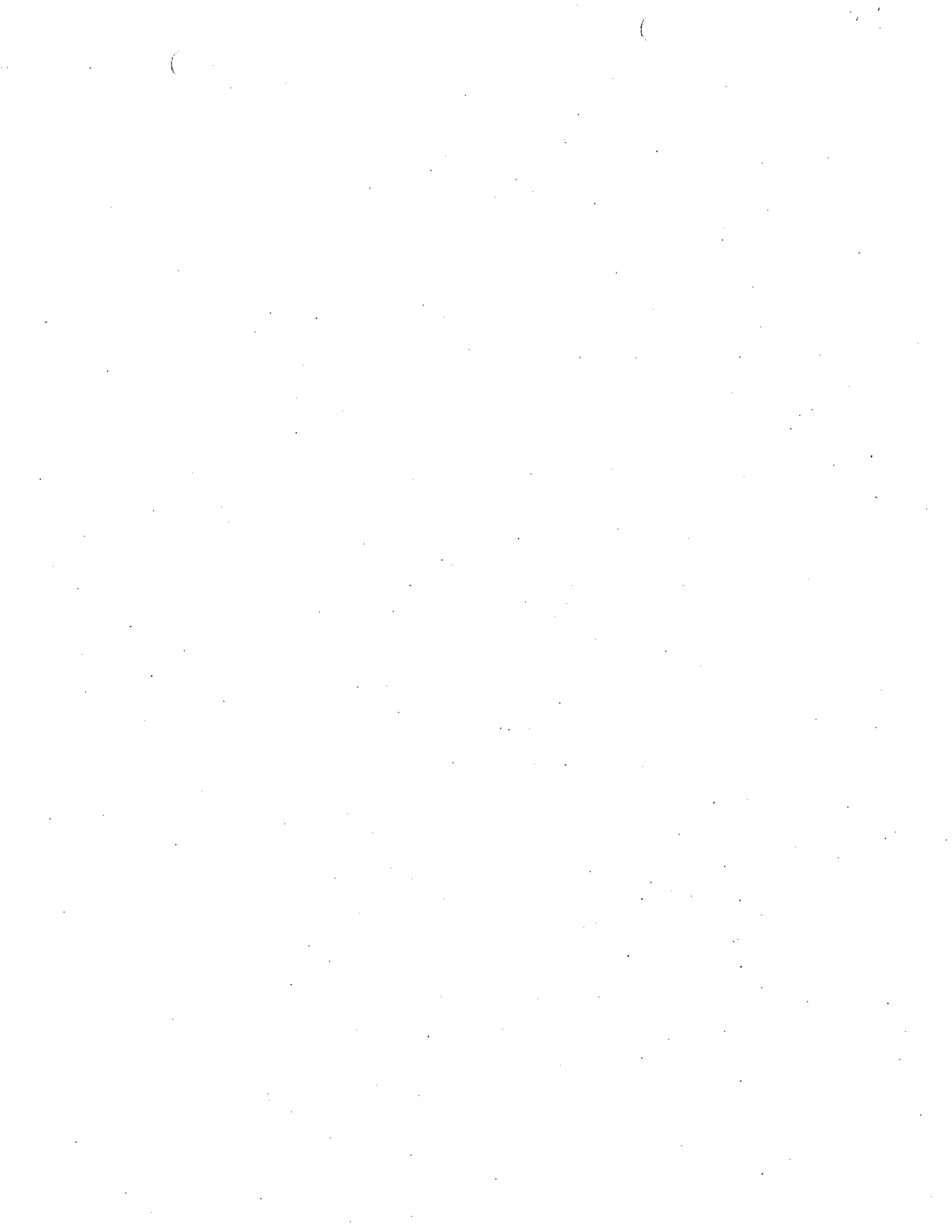


Nnamdi Madakor P.H.G, P.G., VCP Statewide Coordinator
HQ – VCP Policy & Technical Manager
Toxic Cleanup Program

NM: nm

Enclosure: Copy of VCP Agreement

cc: Harold J. Cashman, LHG, President., Whatcom Envr. Services, Inc. (e-mail)
Dolores Mitchell, VCP Financial Manager HQ
Sonia Fernandez, TCP - NWRO





soil | water | air
compliance consulting

228 East Champion Street, Suite 101
Bellingham, WA 98225
tel 360.752.9571 | fax 360.752.9573
www.whatcomenvironmental.com

July 25, 2014

Mr. Dan Averill
North Cascade Petroleum LLC
PO Box 409
Anacortes, WA 98221

RECEIVED

SEP 24 2014

TOXICS CLEANUP PROGRAM HQ
ADMINISTRATIVE

RE: Proposal for Subsurface Injection and Groundwater Monitoring at Sunset Chevron (Colony Claim #149619)

Mr. Averill:

Per your request we have prepared a proposed scope of work and cost estimate to assist you with remediation and groundwater sampling at 1208 E Sunset Drive in Bellingham (Sunset Chevron). The site location is shown on Figure 1.

The Sunset Chevron site has a groundwater monitoring well system which includes five groundwater monitoring wells. Laboratory analytical results indicate that two of the wells (MW-4, and MW-5) do not contain detectable concentrations of contaminants of concern for the site. The three remaining wells (MW-1, MW-2, and MW-3) have historically been impacted at concentrations exceeding the MTCA Method A target cleanup levels. Relevant groundwater data are summarized in Table 1. The groundwater monitoring well locations are shown on Figure 2.

On April 30, 2014 a meeting was held with representatives of the Department of Ecology, the Pollution Liability Insurance Agency (PLIA), Colony Insurance, and Whatcom Environmental Services to discuss the site history and remedial options for the site. Ecology suggested that injection of an appropriate remediation product be considered to remediate the dissolved gasoline range TPH, benzene, and MTBE in wells MW-1, MW-2, and MW-3. Ecology also requested that historical soil data be reviewed and submitted.



Scope of Work

In order to reduce contaminant concentrations in groundwater at the Sunset Chevron site an oxygen releasing compound will be injected into areas of the site suspected to be contaminated based upon previous groundwater sampling results. The ORC-Advanced (ORC-A) product, supplied by Regensis, will be injected into the subsurface at the selected locations. The product creates subsurface conditions which enhance aerobic biodegradation of petroleum compounds. ORC-A typically continues to release oxygen for six to nine months after injection.

An Underground Injection Control registration will be prepared and submitted to Ecology for approval prior to conducting the ORC-A injection.

ORC-Advanced will be applied to the subsurface environment using injection equipment to be operated by Cascade Drilling, L.P. A total of 830 pounds of ORC-A will be injected into 17 points within the treatment area along the northern edge of the site which is adjacent to East Sunset Drive. The proposed injection locations are shown on Figure 2.

Groundwater samples will be collected from wells MW-1, MW-2, and MW-3 approximately two weeks prior to the injection event in order to record the pre-injection contaminate concentrations. Groundwater samples will then be collected on a quarterly basis for one year starting one month after the injection event to monitor changes in the contaminant concentrations and groundwater geochemical parameters. All groundwater samples will be collected using the Ecology recommended "low-flow" methodology.

A report will be prepared at the conclusion of the first year of groundwater monitoring which will document the remedial actions completed at the site and summarize the groundwater analytical data.

A review of existing soil analytical data will be conducted and a summary will be provided to Ecology as a separate submittal.

Projected Cost

The cost required to perform the scope-of-work described herein is estimated at \$43,222. A cost breakdown is provided in Table 2. Laboratory analytical costs will be paid by Colony Insurance. An estimate of laboratory analytical costs is provided in Table 3. The project will be billed on a time and materials basis subject to the rate sheet provided in Attachment A.



Voluntary Cleanup Program

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.

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.

Property owner

Business owner (operator)

Past property owner

Mortgage holder

Future property owner

Consultant

Property lessee

Attorney

Other – please specify: Reinsurance carrier

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

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SEP 24 2014

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		Title: Agency Planner	
Mailing address: 300 Desmond Drive SE			
City: Lacey		State: WA	Zip: 98503
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:	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: Harold Cashman		Title: President	
Organization: Whatcom Environmental Services			
Mailing address: 228 East Champion St Suite 101			
City: Bellingham		State: WA	Zip: 98225
Phone: 360-752-9571	Fax: 360-752-9573	E-mail: hjcashman@whatcomenvironmental.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: The Todd Family LP		Title:	
Organization:			
Mailing address: 1204 E Sunset Dr			
City: Bellingham		State: WA	Zip: 98226
Phone:	Fax:	E-mail:	

VCP AGREEMENT



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:
1208 E. Sunset Drive, Bellingham, WA FS#35512578

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>Cherion Sunset</u>
	Facility / Site No.: <u>35512578</u>
	VCP Project No.: <u>NW2861</u>

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SEP 24 2014

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

Signature

[Handwritten Signature]

Printed Name

Nnamdi Madalior

Section Manager,

VCP Statewide

Toxics Cleanup Program

Section

Date:

9/24/14

Pollution Liability Insurance Agency (PLIA)

Name of Customer

[Handwritten Signature]

Signature

Carrie Pederson

Printed Name of Signatory

Planner

Title of Signatory

Date:

9/24/14

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.



Voluntary Cleanup Program

Washington State Department of Ecology
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APPLICATION FORM

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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?

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Part 1 – ADMINISTRATION continued

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TOXICS CLEANUP PROGRAM HQ
ADMINISTRATIVE

RE: Proposal for Subsurface Injection and Groundwater Monitoring at Sunset Chevron (Colony Claim #149619)

Mr. Averill:

Per your request we have prepared a proposed scope of work and cost estimate to assist you with remediation and groundwater sampling at 1208 E Sunset Drive in Bellingham (Sunset Chevron). The site location is shown on Figure 1.

The Sunset Chevron site has a groundwater monitoring well system which includes five groundwater monitoring wells. Laboratory analytical results indicate that two of the wells (MW-4, and MW-5) do not contain detectable concentrations of contaminants of concern for the site. The three remaining wells (MW-1, MW-2, and MW-3) have historically been impacted at concentrations exceeding the MTCA Method A target cleanup levels. Relevant groundwater data are summarized in Table 1. The groundwater monitoring well locations are shown on Figure 2.

On April 30, 2014 a meeting was held with representatives of the Department of Ecology, the Pollution Liability Insurance Agency (PLIA), Colony Insurance, and Whatcom Environmental Services to discuss the site history and remedial options for the site. Ecology suggested that injection of an appropriate remediation product be considered to remediate the dissolved gasoline range TPH, benzene, and MTBE in wells MW-1, MW-2, and MW-3. Ecology also requested that historical soil data be reviewed and submitted.



Scope of Work

In order to reduce contaminant concentrations in groundwater at the Sunset Chevron site an oxygen releasing compound will be injected into areas of the site suspected to be contaminated based upon previous groundwater sampling results. The ORC-Advanced (ORC-A) product, supplied by Regensis, will be injected into the subsurface at the selected locations. The product creates subsurface conditions which enhance aerobic biodegradation of petroleum compounds. ORC-A typically continues to release oxygen for six to nine months after injection.

An Underground Injection Control registration will be prepared and submitted to Ecology for approval prior to conducting the ORC-A injection.

ORC-Advanced will be applied to the subsurface environment using injection equipment to be operated by Cascade Drilling, L.P. A total of 830 pounds of ORC-A will be injected into 17 points within the treatment area along the northern edge of the site which is adjacent to East Sunset Drive. The proposed injection locations are shown on Figure 2.

Groundwater samples will be collected from wells MW-1, MW-2, and MW-3 approximately two weeks prior to the injection event in order to record the pre-injection contaminate concentrations. Groundwater samples will then be collected on a quarterly basis for one year starting one month after the injection event to monitor changes in the contaminant concentrations and groundwater geochemical parameters. All groundwater samples will be collected using the Ecology recommended "low-flow" methodology.

A report will be prepared at the conclusion of the first year of groundwater monitoring which will document the remedial actions completed at the site and summarize the groundwater analytical data.

A review of existing soil analytical data will be conducted and a summary will be provided to Ecology as a separate submittal.

Projected Cost

The cost required to perform the scope-of-work described herein is estimated at \$43,222. A cost breakdown is provided in Table 2. Laboratory analytical costs will be paid by Colony Insurance. An estimate of laboratory analytical costs is provided in Table 3. The project will be billed on a time and materials basis subject to the rate sheet provided in Attachment A.

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