



Periodic Review

Wal-Mart Store #2187
2000 North Wenatchee Avenue
Wenatchee, Washington 98801

Facility Site ID#: 82414219
Cleanup Site ID#: 2129

Prepared by:
Washington State Department of Ecology
Central Regional Office
Toxics Cleanup Program

January 2018

1.0	Introduction.....	1
2.0	Summary of Site Conditions	2
2.1	Site History	2
2.2	Site Development and Investigation	2
2.3	Remedial Actions.....	2
2.4	Restrictive Covenant.....	3
3.0	Periodic Review.....	5
3.1	Effectiveness of completed cleanup actions	5
3.1.1	Direct Contact	5
3.1.2	Institutional Controls	5
3.2	New scientific information for individual hazardous substances for mixtures present at the Site	5
3.3	New applicable state and federal laws for hazardous substances present at the Site	5
3.4	Current and projected Site use	5
3.5	Availability and practicability of higher preference technologies	5
3.6	Availability of improved analytical techniques to evaluate compliance with cleanup levels	6
4.0	Conclusions.....	6
4.1	Next Review.....	6
5.0	References.....	7
6.0	Appendices.....	8
6.1	Vicinity Map	9
6.2	Site Plan	10
6.3	Environmental Covenant	11
6.4	Photo log	18

1.0 Introduction

This document is the Department of Ecology's periodic review of post-cleanup site conditions and monitoring data to assure that human health and the environment are being protected at the Wal-Mart Store #2187 site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA), Chapter 173-340 of the Washington Administrative Code (WAC).

Cleanup activities at this Site were completed through the Voluntary Cleanup Program (VCP) under VCP Project No. CE0323. The cleanup actions resulted in residual concentrations of lead and arsenic that exceed MTCA Method A cleanup levels for soil established under WAC 173-340-740(2). The MTCA Method A cleanup levels for soil are established under WAC 173-340-740(2). It was determined that institutional controls in the form of a restrictive covenant were required for the Site to be eligible for a no further action (NFA) determination. WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion
- (d) And one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions;
- (b) New scientific information for individual hazardous substances or mixtures present at the Site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site use;
- (e) Availability and practicability of higher preference technologies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 Summary of Site Conditions

2.1 Site History

The Site is an approximate 16.21-acre tract of land that consists of one tax parcel identified as 232028340050 located at 2000 North Wenatchee Avenue in Wenatchee, Chelan County, Washington. The Site was originally used as an orchard from the early 1900s until 1992 when it was developed with the existing Wal-Mart store. During Site use as an orchard, three residential buildings and associated outbuildings were previously located on the northwest corner, northeast corner, and the south-central portion of the Site, respectively. The residential structures and outbuildings were demolished as a part of Site development activities in 1992.

2.2 Site Development and Investigation

In 1992, Wal-Mart constructed an approximately 120,838-square foot retail store building with associated paved parking areas. During the 1992 construction, in order to level out the Site, much of the surface soil impacted with pesticides, lead, and arsenic from former orchard use was moved from the existing hillside on the western portion of the Site, used as structural fill on the eastern portion of the Site, and covered with the building and paved parking lot.

A former Mirastar gasoline service station was located on the northeast corner of the Site. The service station was decommissioned by another consultant and contractor, and the USTs were removed and demolished for off-site disposition.

The western Site boundary consists of a 2-to-1 cut-slope. The remainder of the Site is gently sloping to the east. The current redevelopment project consisted of additions to areas on the north and west sides of the existing building that expanded the store an additional approximate 34,963 square feet and included relocation of the truck loading dock, re-grading of the paved parking lot, and redevelopment of the bioswale area on the eastern portion of the Site. Prior to redevelopment, the ground surfaces in areas of the additions consisted of asphalt-paved surfaces and graded land. The Site also included paved parking, landscaped areas, a loading dock, a greenhouse, and a Subway restaurant.

In 2008, Wal-Mart proposed to expand the north and west sides of the existing store, relocate a truck loading dock, regrade the parking lot, and redevelop a bioswale area on the eastern portion of the Site. Wal-Mart anticipated excavating impacted soils during these activities. Prior to Site redevelopment, Terracon completed environmental Site characterization efforts to identify the nature and extent of the impacted soil Wal-Mart would likely encounter. Terracon identified pesticide and metals impacts to soils at concentrations exceeding respective state cleanup levels. On the eastern portion of the Site (where soil had been deposited and used as structural fill), impacts were detected as deep as 11½ feet below ground surface (bgs). However, groundwater is approximately 50 feet bgs and is not likely affected by residual agricultural contaminants.

2.3 Remedial Actions

Excavation spoils were reused on-site, to the extent possible, given both geotechnical and environmental considerations. Impacted soil was consolidated beneath paved parking areas and

engineered landscaped areas. Engineered landscaped areas consisted of a cap of 12 inches of clean soil over a geotextile fabric layer. Impacted soil that could not be reused on-site was transported for disposal to the Greater Wenatchee Landfill in Wenatchee, Washington.

2.4 Environmental Covenant

It was determined that the Site would be eligible for a NFA determination if institutional controls were implemented in the form of an environmental covenant to prevent exposure to contained contaminated soils. The environmental covenant was recorded for the Site in 2012, and imposes the following limitations:

1. As shown on Exhibit A, a portion of the Property contains lead, arsenic, Dichlorodiphenyltlichloroethane (DDT), p-p-Dichlorodiphenyldichloro-ethylene (DDE), Dichlorodiphenyldichloroethane (DDD), and dieldrin contaminated soil located beneath buildings, pavement, sidewalks, or other protective barriers. The Owner shall not alter, modify, or remove the existing structure[s] or protective barriers in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.
Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike, or similar item, bulldozing or earthwork.
2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.
3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.
4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.
5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.
6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.
7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.
8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be

of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

A copy of the Restrictive covenant for the Site is available as Appendix 6.3.

3.0 Periodic Review

3.1 Effectiveness of completed cleanup actions

3.1.1 Direct Contact

The Site continues to be occupied by a Wal-Mart retail store. Soils with arsenic and lead concentrations higher than MTCA Method A cleanup levels are still present at the Site; however these contaminated soils do not pose a risk of human exposure by ingestion and direct contact with soils. Asphalt, building structures, and a clean soil cover continue to serve as a cap for the Site and eliminate the human exposure pathways (ingestion, contact). Based upon the Site visit conducted on January 3, 2018, no repair, maintenance or contingency actions have been required. The asphalt cover and landscaped areas appear in good condition. There is no evidence of bare or disturbed soils at the Site. A photo log is available as Appendix 6.4.

3.1.2 Institutional Controls

The environmental covenant for the Site has been recorded and remains active. There is no evidence that any new documents have been recorded that limit the effectiveness or applicability of the covenant. The covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibit any use of the property that is inconsistent with the covenant. The covenant serves to assure the long term integrity of the remedy.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new pertinent scientific information for the contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

Cleanup levels for lead and arsenic have not changed since remedial actions were conducted at the Site. Contamination remains at the Site above MTCA Method A cleanup levels and the cleanup action is still protective of human health and the environment.

3.4 Current and projected Site use

The Site is currently used for retail purposes. There have been no changes in current or projected future Site or resource uses.

3.5 Availability and practicability of higher preference technologies

The remedy implemented included containment of hazardous materials, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection well below MTCA Method A cleanup levels. The presence of improved analytical techniques would not effect decisions or recommendations made for the Site.

4.0 Conclusions

- The cleanup actions completed at the Site is protective of human health and the environment.
- Soil cleanup levels have not been met at the Sites; however, the cleanup actions are determined to comply with cleanup standards under WAC 173-340-740(6)(f), since the long-term integrity of the containment systems are ensured and the requirements for containment technologies have been met.
- The environmental covenant for the Site is in place and will be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this periodic review, the Department of Ecology has determined that the requirements of the environmental covenant are being satisfactorily observed. No additional remedial actions are required by the property owner. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the surface cover is maintained.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 References

Terracon Consultants, Inc. *Soil Remediation Report*. November 15, 201.

Landau Associates. *Independent Remedial Action Report*. September 12, 2005.

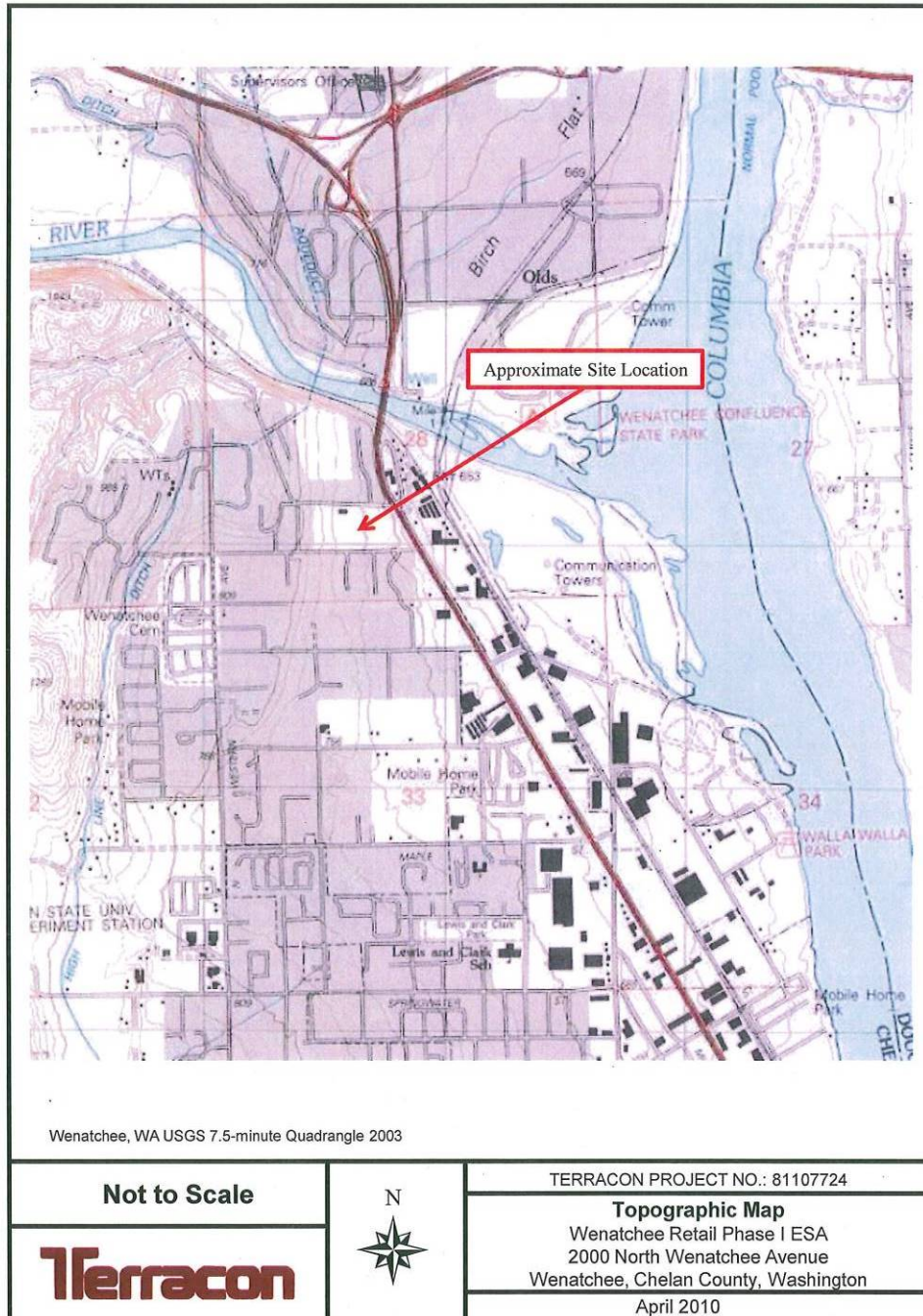
Ecology. *Restrictive Covenant*. April 2, 2012.

Ecology. *No Further Action Determination*. June 20, 2012.

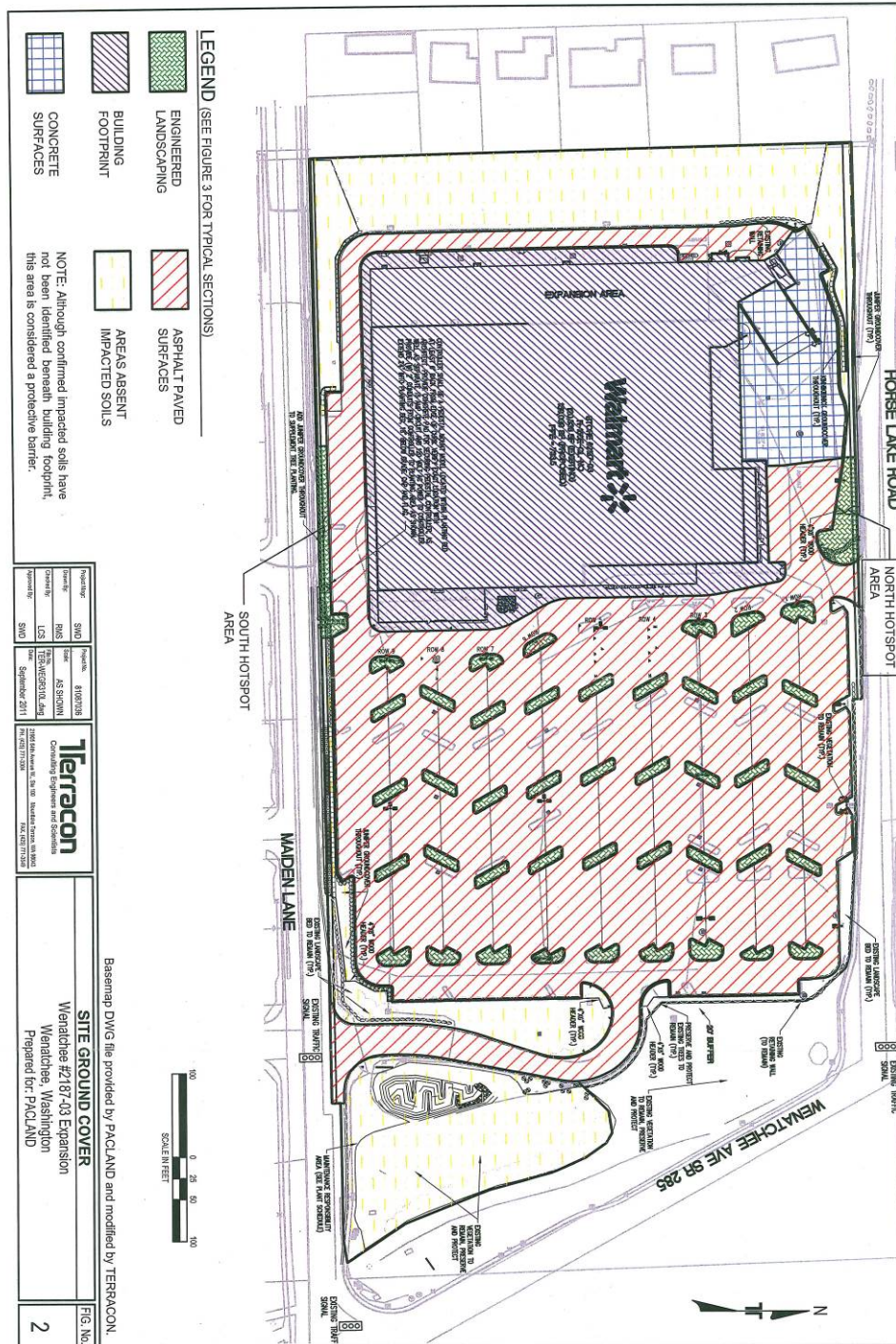
Ecology. *Site Visit*. January 4, 2018.

6.0 Appendices

6.1 Vicinity Map



6.2 Site Plan



6.3 Environmental Covenant

After Recording Return to:

Jeff Newschwander
Department of Ecology
15 W. Yakima Ave, Ste 200
Yakima, WA 98902

Skip Moore, Auditor, Chelan County, WA.
AFN # 2358512
Recorded 12:42 PM 04/02/2012
COVEN Page: 1 of 7 \$68.00 JOYCE ZIKER
PARKINSON

Environmental Covenant

Grantor: Wal-Mart Stores, Inc.
Grantee: State of Washington, Department of Ecology
Legal: NESESW LESS HWY
Tax Parcel No.: 232028340050

Grantor, Wal-Mart Stores, Inc., hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this day of March 26, 2012 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Grantor, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

Soil Remediation Report – Proposed Wenatchee #2187 Expansion – 2000 N. Wenatchee Avenue, Wenatchee, Chelan County, Washington, dated November 15, 2011. This document is on file at Ecology's Central Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of lead, arsenic, Dichlorodiphenyltrichloroethane (DDT), p-p-Dichlorodiphenyldichloro-ethylene (DDE), Dichlorodiphenyldichloroethane (DDD), and dieldrin which exceed the Model Toxics Control Act Method A or B Cleanup Level(s) for Soil established under WAC 173-340-740. Wal-Mart prepared an Operations and Maintenance Plan that provides guidelines for maintaining protective barriers installed to cap residual contaminants in soils at the site. A copy of this Operations and Maintenance Plan is also available at Ecology's Central Regional Office.

The undersigned, Grantor, is the fee owner of real property (hereafter "Property") in the County of Chelan, State of Washington, that is subject to this Covenant. The Property is legally described as stated above under 'Legal Description'.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

a. As shown on Exhibit A, a portion of the Property contains lead, arsenic, Dichlorodiphenyltrichloroethane (DDT), p-p-Dichlorodiphenyldichloro-ethylene (DDE), Dichlorodiphenyldichloroethane (DDD), and dieldrin contaminated soil located beneath buildings, pavement, sidewalks, or other protective barriers. The Owner shall not alter, modify, or remove the existing structure[s] or protective barriers in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

b. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

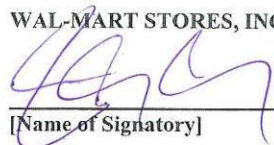
Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

WAL-MART STORES, INC.


[Name of Signatory]

V.P. of Real Estate
[Title]

Dated: 3-7-2012

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

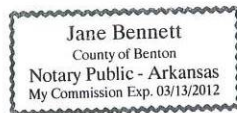
Valerie Bound
[Name of Person Acknowledging Receipt]

Section Manager
[Title]

Dated: 3-26-12


STATE OF ARKANSAS
COUNTY OF BENTON

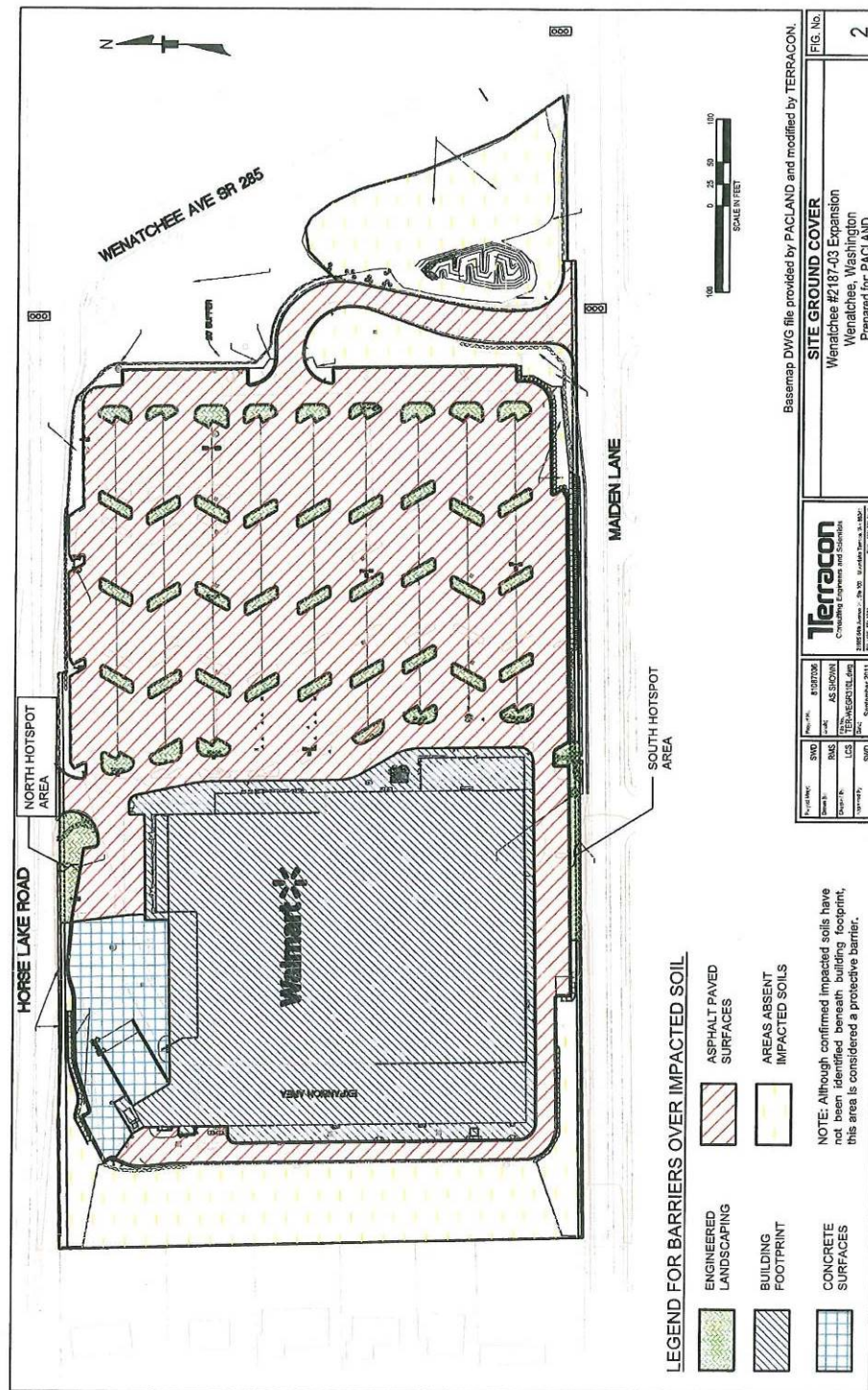
On this 7th day of March, 2012, I certify that John E. Clarke
personally appeared before me, acknowledged that he/she is the V.P.G. Rose Estate of
the corporation that executed the within and foregoing instrument, and signed said instrument
by free and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that he/she was authorized to execute said instrument for said
corporation.



Jane Bennett
Notary Public in and for the State of
Arkansas, residing at Bentonville, Ar.
My appointment
expires 3-13-2012

Exhibit A
Site Ground Cover





6.4 Photo log

Photo 1: Storefront and Parking Lot - from the east



Photo 2: West Side of Store – from the South



Photo 3: South Side of Facility - from the east



Photo 4: Landscaped Areas in Parking Lot – from the east

