



FILE

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

P.O. Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

June 3, 1997

Mr. Donald Lance  
Lance Environmental Services  
17211 NE 95th Street  
Redmond, WA 98052

Dear Mr. Lance:

The Washington State Department of Ecology (Ecology) has completed an initial screening of the following remedial action report for two diesel and two oil underground storage tanks (UST) at the Golden State Foods Corporation (GSFC) food storage and warehousing center, located at 1409 Puyallup Street, Sumner, Washington, 98390, to determine if the information provided to Ecology is sufficient to proceed with a final site cleanup review under the Model Toxics Control Act (MTCA), Chapter 70.105D RCW:

- Independent Remedial Action Report Cleanup of Petroleum Hydrocarbons, Golden State Foods Facility, Sumner, Washington; Lance Environmental Services; March 4, 1997.

As a result of this completeness review, it has been determined that the information relating to the characterization and remediation of the UST areas at the GSFC site is incomplete. It appears to be appropriate to have the following site specific questions addressed in order to complete a detailed review:

1. During the Phase 1 excavation of soils contaminated by the leaking diesel dispenser lines, contamination above MTCA cleanup standards were identified at depths of 3.5' and 4'. Refer to Figure 3, specifically samples #2, #8, #15, and #18. Were soil samples obtained from the base of the final excavation? Please further characterize the vertical extent of the removal of the diesel contaminated soils.
2. During the Phase 2 decommissioning of the two 10,000 gallon diesel USTs, five site assessment soil samples were collected from the UST excavation. It was noted that analytical results could not be located. However, Mr. Enrico Baroga of Tacoma-Pierce County Health Department observed the UST decommissioning. Please provide the field notes recorded by Mr. Baroga.
3. Diesel contaminated soil remains beneath the footing and portions of concrete slab in the southwest corner of the maintenance building. Please further discuss how the volume of remaining contaminated soil was determined. If soil with contamination exceeding the Model Toxics Control Act cleanup standards remain on site, a restrictive covenant will be required for the property. Refer to Ecology's enclosed Restrictive Covenant model. A copy of the recorded restrictive covenant shall be provided to Ecology.

The above requested information will be needed in order to complete a detailed review of the remedial actions related to this site. Without this information, Ecology cannot assess the adequacy of the reported remedial actions.

In addition to the requested information, payment of the remaining balance of the fee for a detailed review should be submitted. The required review fee is 2% of the total remediation costs. Documents submitted with the initial filing fee of \$1,000 indicate total cleanup costs of \$127,350. Therefore a balance of \$1,547 is due.

A detailed review of the independent remedial actions reported will occur after both the above information and the additional review fee have been received. Following the final review of your work, you will receive a written determination from Ecology regarding the independent remedial actions you have performed. This determination can take three forms, a "no further action" (NFA) designation, an interim status determination, or a notice of deficiencies.

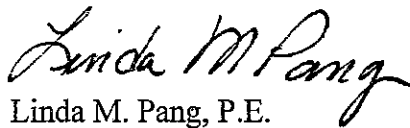
If you receive a NFA determination, your site will no longer appear on any published list of contaminated properties. Ecology will not pursue additional cleanup at the site, but could require more work if contamination at the site threatens human health or the environment at a future date.

If you receive an interim status determination, you will be asked, at that time, to provide information such as additional ground water monitoring, subject to further review. A final status determination may be made after the additional review.

If you receive a notice of deficiencies, you have the option of beginning the review process again after the deficiencies have been corrected. You may resubmit your report to Ecology for initial and detailed reviews. You would then also be required to resubmit payment of an initial deposit and any additional review fees.

If you have any questions about any of the information presented in this letter, please contact me at (360) 407-6242.

Sincerely,



Linda M. Pang, P.E.  
Toxics Cleanup Program  
Southwest Regional Office

LMP:jr  
Enclosure

cc: Kelly Susewind, Ecology

RESTRICTIVE COVENANT

(Name of Property Owner, and Name of Property)

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

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following report[s]: *[provide the following information: 1) the report(s) prepared regarding the remedial action and Ecology's NFA letter; 2) name(s) of person(s) or company(ies) who prepared the report(s) and NFA letter, and; 3) date(s) that the report(s) and NFA letter were prepared.]* This document is on file at Ecology's SWRO.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of *[specifically list substance(s)]* which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340.

AND/OR

The undersigned, [name of property owner], is the fee owner of real property (hereafter "Property") in the County of [name of

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county], State of Washington, that is subject to this Restrictive Covenant. The Property is legally described [as follows: *insert legal description language*] -or- [in Attachment A of this Restrictive Covenant and made a part hereof by reference (*attach document containing legal description*)].

[*Name of property owner*] 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 portion of the Property contains [*specifically list substance(s)*] contaminated soil located [*specifically describe where the soil is located, i.e., under the Southeast portion of Building 10*]. The Owner shall not alter, modify, or remove the existing structure(s) 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."

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.

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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 Restrictive 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 Restrictive 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, and to inspect records that are related to the Remedial Action.

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Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive 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 after public notice and comment and the consent of Ecology.

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[Name of Property Owner]

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[Date Signed]

[The Property Owner must have this Restrictive Covenant notarized.]

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Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive 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 after public notice and comment and the consent of Ecology.

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[Name of Property Owner]

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[Date Signed]

[The Property Owner must have this Restrictive Covenant notarized.]