



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300  
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June 21, 2016

Tracy Sillik  
J.H. Kelly Inc  
821 3<sup>rd</sup> Avenue  
Longview, WA 98632-2105

**Re: Acceptance of VCP Application for the following Contaminated Site:**

- **Site Name:** JH Kelly LLC
- **Site Address:** 821 3<sup>rd</sup> Ave, Longview, WA 98632
- **Cleanup Site ID:** 10377
- **Facility/Site ID:** 74552527
- **VCP Project ID:** SW1529

Dear Tracy Sillik:

The Department of Ecology (Ecology) has accepted your Voluntary Cleanup Program (VCP) application for the JH Kelly LLC 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 VCP Cleanup Project (Project) and the Site.

**Agreement**

Ecology has completed and signed the VCP Agreement governing the Project on **May 26, 2016**. This is the effective date of the Agreement. **Enclosure A** includes a copy of the Agreement. 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**

Please direct communications between Ecology and Evans Major LLC through the designated managers to the maximum extent possible.

- **Ecology**

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

**John Rapp**  
Department of Ecology  
Toxic Cleanup Program, Southwest Region  
PO Box 47775  
Olympia, WA 98504-7775  
Phone: (360) 407-6265  
E-mail: john.rapp@ecy.wa.gov

- **Evans Major LLC**

The application designated you, Traci Sillik, as the project manager for Evans Major LLC. 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 can download the Form from our VCP web site:  
[www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm](http://www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm).

### **Requests for Written Opinions**

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

### **Reporting Requirements**

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

- **Licensing.** You must submit documents containing geologic, hydrologic, or engineering work under the seal of an appropriately licensed professional, as required by Chapters 18.43 and 18.220 RCW.
- **Data Submittal.** You must submit environmental sampling data in both a printed form and an electronic form capable of being transferred into our Environmental Information Management (EIM) system. For an overview of data submittal requirements, please refer to **Enclosure B**, which includes a copy of Toxics Cleanup Program Policy 840. For instructions on how to submit data, please refer to the following web site:  
[www.ecy.wa.gov/programs/tcp/data\\_submittal/data\\_requirements.htm](http://www.ecy.wa.gov/programs/tcp/data_submittal/data_requirements.htm).

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

### **Payment**

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Ecology will send monthly invoices to the billing contact designated in the Application Form. If someone replaces the billing contact or their contact information changes, please submit a Change of Contact Form. You can find the Form on the VCP web site.

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 thirty days of the invoice date. For more information on the billing system, please refer to the VCP web site.

### 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 John Rapp at (360) 407-6265.

Sincerely,



Nicholas Acklam  
VCP Unit Manager  
Toxics Cleanup Program, Southwest Region

NA/RP/ksc: JH Kelly LLC vcp application acceptance ltr

Enclosures (2):   A – Copy of VCP Agreement  
                          B – Toxics Cleanup Program Policy 840: Data Submittal Requirements

By certified mail: ( 91 7108 2133 3939 7793 0795 )

cc:   Mason Evans, Evans Major LLC  
      John Rapp, Ecology  
      Aaren Fiedler, Ecology



# 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 Evans Major LLC (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:  
821 3rd Avenue, Longview, WA 98632

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:	JH Kelly BC	RECEIVED  MAY 02 2016
	Facility / Site No.:	74552527	
	VCP Project No.:	SW 1529	

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

Rebecca Lawson

Signature

REBECCA LAWSON

Printed Name

Section Manager, SWRD

Toxics Cleanup Program Section

Date: 5/26/14

Evans Major LLC

Name of Customer

Mason Evans

Signature

Mason Evans

Printed Name of Signatory  
Co-Manager

Title of Signatory

Date: 4/23/16