

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial)
Action by:)
)

Enforcement Order

Chevron U.S.A. Products Company
Jan's Lost and Found Thrift Shop
Cowlitz River Valley Historical Society
Dana and Diana Wolfe

No. DE 3683

To: Mr. Brett Hunter
Chevron Products Co.
A Chevron Texaco Company
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San Ramon, CA 94583-2334

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Jan's Lost and Found Thrift Store
248-A16 Anderson Road
Glenoma, WA 98356

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Cowlitz River Valley Historical Society
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I. INTRODUCTION

The objective of the State of Washington, Department of Ecology (Ecology) under this Enforcement Order (Order) is to require remedial action at a facility where there has been a release or threatened release of hazardous substances.

II. JURISDICTION

This Enforcement Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PLP BOUND

This Enforcement Order shall apply to and be binding upon Chevron Texaco, Jan's Lost and Found Thrift Shop, Dana and Diana Wolfe, and Cowlitz River Valley Historical Society. To the extent allowed by law, changes in ownership or corporate status shall not alter Chevron Texaco, Jan's Lost and Found Thrift Shop, Dana and Diana Wolfe, and Cowlitz River Valley Historical Society's responsibility under this Order. Chevron Texaco, Jan's Lost and Found Thrift Shop, Dana and Diana Wolfe, and Cowlitz River Valley Historical Society shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as Wolfe and Parks and is generally located at 149 and 167 Main Avenue. The Site is defined by the extent of contamination caused by the release of hazardous substances at the Site. The Site is more particularly described in the Site Diagram (Exhibit A). The Site constitutes a Facility under RCW 70.105D.020(4).

B. Potentially Liable Person (PLP): Refers to Chevron Texaco, Jan's Lost and Found Thrift Shop, Dana and Diana Wolfe, and Cowlitz River Valley Historical Society.

C. Enforcement Order or Order: Refers to this Order and each of the exhibits to the Order. All exhibits are an integral and enforceable part of this Order. The terms "Enforcement Order" or "Order" shall include all exhibits to this Order.

V. FINDINGS OF FACTS

1. Ecology makes the following findings of fact, without any express or implied admissions of such facts by

Chevron Texaco, Jan's Lost and Found Thrift Shop, Dana and Diana Wolfe, and Cowlitz River Valley Historical Society:

- (1) May 17 - June 8, 2004: Thirty-nine soil borings (SB-1 through SB-39) were installed and sampled in order to define the nature and extent of soil contamination.
- (2) June 28 - July 9, 2004: Four monitoring wells, MW-1 through MW-4, were installed, developed, sampled, and surveyed in order to evaluate groundwater contamination and to define the hydraulic gradient.
- (3) September 14 - October 1, 2004: Eight additional monitoring wells, MW-5 through MW-12, were installed, developed, and surveyed and borings SB-46 through SB-48 and SB-51 through SB-55 were installed and sampled to further define contamination at the site.
- (4) The 12 monitoring wells were sampled four times during quarterly sampling rounds conducted on October 11, 2004; January 13, 2005; April 11, 2005; and July 11, 2005. In addition, a series of depth-to-water measurements were taken over a 12-month period in all wells to assess seasonal variations in water-table elevation and gradient.
- (5) A total of 55 soil borings were completed on the site. Soil borings were advanced with a hand auger for at least the first 8 feet; below this depth, borings were advanced either by hand auger or with a geoprobe rig. Soil borings drilled for the installation of monitoring wells were advanced using a hollow-stem auger. Borings were geologically logged and field screened for organic vapors with a photoionization detector (PID). In general, borings were advanced to depths of 12 to 16 feet, well beyond the limits of detectable contamination in most locations. Borings SB-3, SB-34, and SB-39 were advanced to 24 to 28 feet in order to characterize deeper stratigraphy. Boring logs are presented in Appendix A.
- (6) At least one sample from the most highly contaminated interval (based on field observations and measurements)

was collected from each boring for laboratory analysis.

Additional samples were collected in borings where contamination was present in multiple and/or lengthy intervals. All samples were analyzed by an Ecology-certified laboratory, Lancaster Laboratories, Lancaster, Pennsylvania. Complete laboratory reports are presented in Appendix B.

- (7) Samples from the initial 39 soil borings, SB-1 through SB-39, were analyzed for the following parameters:
- Gasoline-range organics (GRO) by method NWTPH-Gx
 - Diesel-range organics (DRO) by method NWTPH-Dx
 - Heavy-oil range organics (ORO) by method NWTPH-Dx
 - Benzene, toluene, ethylbenzene, and xylenes (BTEX) by method 8260
 - Ethylene dibromide (EDB or 1,2-DBA) by method 8260
 - Ethylene dichloride (EDC or 1,2-DCA) by method 8260
 - Methyl tertiary-butyl ether (MTBE) by method 8260
 - Lead by method 7421
- (8) Approximately 20 percent of the borings, representing the most highly contaminated samples, were analyzed for the following additional parameters:
- Polychlorinated biphenyls (PCBs) by method 8082
 - Carcinogenic polycyclic aromatic hydrocarbons (cPAHs) by method 8270
 - Napthalenes by method 8260
 - n-hexane by method 8260
 - Halogenated volatile organic compounds (VOCs) by method 8260
 - Volatile petroleum hydrocarbons by (VPH) method WA-VPH
- (9) Based on the results from soil samples collected from the initial 39 borings, GRO, DRO, ORO, and BTEX compounds were identified as the contaminants of potential concern for the site and analyses of samples from subsequent soil samples were limited to these parameters.

- (10) An interim action was performed in October 2005. The interim action involved removing approximately 1,290 tons (860 cubic yards) of petroleum-contaminated soil from the south-central portion of the site in order to accommodate the movement of an historical railroad depot onto the CRVHS property. The action consisted of excavating and disposing of contaminated soil beneath the footprint of the depot, properly disposing of the excavated soil, collecting and analyzing performance monitoring samples using an onsite mobile laboratory, and backfilling the excavation with clean, compacted material. The completed excavation measured approximately 60 feet by 70 feet and ranged in depth between 4 feet (east end) and 13 feet (west end) below ground surface.
- (11) Excavated soil was either directly loaded into dump trucks or temporarily stockpiled on polyethylene sheeting. Stockpiled soil was loaded into dump trucks using a Volvo front end loader. The excavation proceeded downward until visual observations of sheen and discoloration, odor, and field screening with a PID indicated that clean soil had been encountered. The excavation proceeded outward to beyond the anticipated depot footprint.
- (12) All excavated soil was transported to Rinker Materials Northwest in Everett, Washington, where it was treated using low-temperature thermal desorption. Following confirmation sampling, the excavation was backfilled with 8-inch minus aggregate up to approximately 6 feet below grade followed by 1-1/4-inch minus aggregate up to final grade.
- (13) Samples collected from the floor of the excavation confirmed that contamination beneath the footprint of the depot had been removed to below MTCA Method A cleanup levels, thus meeting the objective of the interim action. GRO and benzene were detected above MTCA Method A cleanup levels in some of the sidewall samples beyond the depot footprint. The interim action was not intended to remove petroleum-contaminated soil beyond the depot footprint. The remaining soil

contamination will be addressed as part of final cleanup actions at the site.

VI.

ECOLOGY DETERMINATIONS

1. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe are an "owner or operator" [or transporter/generator/manufacturer] as defined at RCW 70.105D.020(11) of a "facility" as defined in RCW 70.105D.020(4).

2. The facility is known as Wolfe and Parks and is located at the Site: The Site is referred to as Wolfe and Parks and is generally located at 149 and 167 Main Avenue, Morton, WA. The Site is defined by the extent of contamination caused by the release of hazardous substances at the Site. The Site is more particularly described in Exhibit A to this Order, which includes a detailed Site diagram. The Site constitutes a Facility under RCW 70.105D.020(4).

3. The substances found at the facility as described above are "hazardous substances" as defined at RCW

70.105D.020(7).

4. Based on the presence of these hazardous substances at the facility and all factors known to the Department, there is a release or threatened release of hazardous substances from the facility, as defined at RCW 70.105D.020(19).

5. By letters of June 19, June 24, and June 25, 2003, and July 7, 2006, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe voluntarily waived their rights to notice and comment and accepted Ecology's determination that Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe are all "potentially liable persons" under RCW 70.105D.040.

6. Pursuant to RCW 70.105D.030(1) and 70.105D.050, the Department may require potentially liable persons to investigate or conduct other remedial actions with respect to the release or threatened release of hazardous substances, whenever it believes such action to be in the public interest.

7. Based on the foregoing facts, Ecology believes the remedial action required by this Order is in the public interest.

VII.

WORK TO BE PERFORMED

Based on the foregoing Facts and Determinations, it is hereby ordered that Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe take the following remedial actions and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein.

[1. Soils exceeding the site action levels for soils posing a direct contact/incidental ingestions risk to humans (Zone 1), and soils posing a potential risk via inhalation of indoor air (Zone 2), will be excavated, and removed from the Site for permanent treatment or disposal(Figure 4-1).

[2. Excavation of Zones 1 and 2 is estimated to result in the removal of 600 cubic yards of contaminated soil to approximately eight feet below ground surface.

[3. Prior to any subsurface activity, existing Site utility services will be identified by a private utility location service, and the state public utility location service will be notified of activities. Any utilities located near the proposed excavation area will be disconnected, removed, and/or rerouted.

[4. Excavation of petroleum contaminated soil (PCS) will continue as long as the soils exhibit any one or more of the following characteristics:

Visible free product is present.

Soil exceeds the remediation level (REL) for direct contact/ingestion by human pathway (i.e., 2,225 mg/kg total petroleum hydrocarbons (TPH) and 250 mg/kg lead)

Soil exceeds the REL for the indoor air vapor pathway (i.e., 0.03 mg/kg benzene).

[5. Soil samples will be collected from the excavation walls and floor and analyzed by an onsite laboratory to confirm contaminant concentrations are below the applicable RELs. All collected samples will be analyzed for gasoline-range, diesel-range, and heavy oil-range hydrocarbons, benzene, toluene, ethylbenzene, total xylenes, and lead.

[6. Groundwater will be treated through the addition of an Oxygen Release Compound (ORC) to water encountered during excavation activities. The addition of ORC to contaminated groundwater accelerates the natural biodegradation process by increasing the oxygen levels in the groundwater. Monitored natural attenuation will be used to address the remaining groundwater impacts. Additionally, ORC may be introduced into existing monitoring wells located beyond the excavation limits to enhance natural attenuation.

[7. The heating-oil above ground storage tank (AST) located near the former office building will be removed from the site and disposed of at a licensed disposal facility with any other bulk terminal debris remaining on site. Prior to transport, the tank will be confirmed empty and tested for flammability. Once completed, the tank will be transported by truck for disposal or recycling if applicable. Additionally, any visibly stained surface soil in the area of the former office will be covered with asphalt to eliminate the exposure pathways to humans and terrestrial organisms. The area of impacted soils is assumed limited.

[8. All contaminated material excavated from the site will be transported to a disposal facility for treatment or permanent disposal. It is assumed that all soil will be transported to the Rinker Materials Facility in Everett, Washington, by truck for thermal desorption.

[9. Soils left on site posing a risk to ecological receptors (Figure 4-1) will be paved or covered. To close the risk pathway associated with ecological receptors, paving or covering of approximately 9,700 square feet will be required.

While the majority of the area requiring cover would be paved with asphalt, the future land use at the site would preclude pavement of the entire area (e.g., landscaped areas near the depot). The limited landscaping areas would be covered with cobbles of a sufficient size and depth to prevent burrowing by small animals and intrusion into the underlying contaminated soil by shallow roots. The cobbles would be covered by two feet of clean soil to allow for good vegetative growth.

[10. Development of deed restrictions and a Soil Management Plan would place requirements on future site development and intrusive subsurface work conducted in areas of soil contamination left on the property above the Model Toxics Control Act (MTCA) Method A cleanup levels. These areas are presented in Figure 4-1, and include soils beneath the rail lines and the public right of way bordering the southern property line. Requiring notification and approval from Ecology and the named Potentially Liable Parties (PLPs) prior to any subsurface activities would ensure controls to reduce potential exposures to workers are in place and contaminated soil is properly disposed of. Restrictions will be placed on the installation of groundwater supply wells on the property, until site groundwater has attenuated to meet MTCA cleanup levels. Since groundwater contamination has migrated off the property, but not significantly, restrictions on adjacent properties will not be necessary.

[11. Protection monitoring to confirm that human health and the environment are protected during construction and operation of the cleanup action. Protection monitoring will consist of sampling sentinel wells to ensure contaminated groundwater is not migrating beyond current limits.

[12. Performance monitoring to confirm that the cleanup action has attained cleanup standards or remedial action objectives. Performance monitoring will be conducted from site groundwater monitoring wells regularly to ensure that natural attenuation of groundwater is occurring. Monitoring will be consistent with recommendations in "Guidance on Remediation of Petroleum-Contaminated Ground Water By Natural Attenuation" (Ecology, 2005).

[13. Confirmation Monitoring to confirm the long-term effectiveness of the cleanup action after remedial action objectives have been attained. Soil samples will be collected from within the known area of soil contamination to ensure MTCA Method A cleanup standards have been met, following a sufficient timeframe for natural attenuation in soil to occur.

[14. The location of an occupied structure (Jan's Lost and Found) over much of the contaminant plume in this area precludes soil excavation at this time. The cleanup action components discussed below will eliminate contact pathways to the subsurface contaminants until future site development allows unrestricted access to the contaminant plume. At that time, the remediation plan for the Western Area of Impact (Figure 3-1) will be developed by the named PLPs in conjunction with Ecology and will be implemented.

[15. Relying on natural processes to achieve the MTCA Method A cleanup levels for soil exceedances is appropriate because the contamination poses a low level of risk to human health, no non-aqueous phase liquid (NAPL) has been encountered at the site, and the contaminants are limited to the site. In addition, hydrocarbon compounds are readily biodegradable into less harmful constituents (typically carbon dioxide and water).

[16. Development of deed restrictions and a Soil Management Plan would place requirements on future site development and intrusive subsurface work conducted in areas of soil contamination left on the property above the MTCA Method A cleanup levels. Requiring notification and approval to Ecology and PLPs prior to any subsurface activities would ensure controls to reduce potential exposures to workers are in place and contaminated soil is properly disposed of.

[17. WAC 173-340-400(6) outlines the requirements for plans describing the cleanup action, which will be referred to as the "Work Plan." The Work Plan shall include an Engineering Design Report, per WAC 173-340-400(4)(a), Construction Plans and Specifications per WAC 173-340-400(4)(b), and an Operation and Maintenance Plan per WAC 173-340-400(4)(c).

[18. The PLP's shall provide bi-monthly [every two (2) months] progress reports, which will include the following: Activities planned for the next two (2) months; A written summary of all lab data required by the order; and all lab data required by this Order or requested by Ecology shall be provided in an Ecology-approved electronic format. This progress report frequency may be revised by Ecology if adequate justification is provided by the PLP's, or if Ecology provides justification for a change.

[19. Exhibits are incorporated by reference, and are integral and enforceable parts of the Order.

[20. In accordance with the WAC, all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with WAC 173-340-840(5) and Ecology Toxics Cleanup Program Policy 840, DATA SUBMITTAL REQUIREMENTS. These submittals shall be provided to Ecology as required under the schedule established in provision 19, above.

VIII.

TERMS AND CONDITIONS OF ORDER

A. Public Notice

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that the Order is inadequate or improper in any respect.

B. Remedial Action Costs.

Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall pay to Ecology costs incurred by Ecology pursuant to this Order. These costs shall include work performed by Ecology or its contractors for investigations, remedial actions, and Order preparation, oversight and administration. Ecology costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall pay the required amount within 90 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved

staff members on the project. A general description of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges.

Pursuant to RCW 70.105D.055, Ecology has authority to recover unreimbursed remedial action costs by filing a lien against real property subject to the remedial actions.

C. Implementation of Remedial Action

If Ecology determines that Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe has failed without good cause to implement the remedial action, in whole or in part, Ecology may, after notice to Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe, perform any or all portions of the remedial action that remain incomplete. If Ecology performs all or portions of the remedial action because of Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe's failure to comply with its obligations under this Order, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall

reimburse Ecology for the costs of doing such work in accordance with Section III.(Remedial Action Costs), provided that Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe is not obligated under this Section to reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this Order.

Except where necessary to abate an emergency situation, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

D. Designated Project Coordinators.

The project coordinator for Ecology is:

Name **Guy Barrett**
Address **300 Desmond Drive**
 P.O. Box 47775
 Olympia, WA 98504-7775

The project coordinator for Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe is:

Name **Brett L. Hunter**
 Chevron Products Co.

Address **P.O. Box 6004**
 6001 Bollinger Canyon Rd., Room L4064
 San Ramon, CA 94583-2324

The project coordinator(s) shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communications between Ecology and Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be directed through the project coordinator(s). Should Ecology or Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe change project coordinator(s), written notification shall be provided to Ecology or Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe at least ten (10) calendar days prior to the change.

E. Performance.

All work performed pursuant to this Order shall be under the direction and supervision, as necessary, of a professional engineer or hydrogeologist, or similar expert,

with appropriate training, experience and expertise in hazardous waste site investigation and cleanup.

Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall notify Ecology as to the identity of such engineer(s) or hydrogeologist(s), and of any contractors and subcontractors to be used in carrying out the terms of this Order, in advance of their involvement at the Site. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall provide a copy of this Order to all agents, contractors and subcontractors retained to perform work required by this Order and shall ensure that all work undertaken by such agents, contractors and subcontractors will be in compliance with this Order.

Except when necessary to abate an emergency situation, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall not perform any remedial actions at Wolfe & Parks outside that required by this Order unless Ecology concurs, in writing, with such additional remedial actions. WAC 173-340-400(7)(b)(i) requires that "construction" performed on

the Site must be under the supervision of a professional engineer registered in Washington.

F. Access

Ecology or any Ecology authorized representative shall have the authority to enter and freely move about all property at the Site at all reasonable times for the purposes of, inter alia: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the progress in carrying out the terms of this Order; conducting such tests or collecting samples as Ecology or the project coordinator may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe. When entering the Site under ch. 70.105D RCW, Ecology shall provide reasonable notice prior to entering the Site unless an emergency prevents notice. Ecology shall allow split or replicate samples to be taken by Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe during an inspection unless

doing so would interfere with Ecology's sampling.

Chevron Texaco, Jan's Lost and Found Thrift Store,
Cowlitz River Valley Historical Society, and Dana and Diana
Wolfe shall allow split or replicate samples to be
taken by Ecology and shall provide Ecology seven (7) days
notice before any sampling activity.

G. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Chevron Texaco, Jan's Lost and

Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe pursuant to the implementation of this Order. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.(Access), Ecology shall notify Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted, unless otherwise approved by Ecology.

H. Retention of Records

Chevron Texaco, Jan's Lost and Found Thrift Store,
Cowlitz River Valley Historical Society, and Dana and Diana
Wolfe shall preserve in a readily retrievable fashion, during
the pendency of this Order and for ten (10) years from the
date of completion of the work performed pursuant to this
Order, all records, reports, documents, and underlying data
in its possession relevant to this Order. Should any portion
of the work performed hereunder be undertaken through
contractors or agents of Chevron Texaco, Jan's Lost and Found
Thrift Store, Cowlitz River Valley Historical Society, and
Dana and Diana Wolfe, a record retention requirement meeting
the terms of this paragraph shall be required of such
contractors and/or agents.

I. Resolution of Disputes

Chevron Texaco, Jan's Lost and Found Thrift Store,
Cowlitz River Valley Historical Society, and Dana and
Diana Wolfe may request Ecology to resolve factual or
technical disputes which may arise during the
implementation of this Order. Such request shall be in
writing and directed to the signatory, or his/her
successor(s), of this Order. Ecology resolution of the

dispute shall be binding and final. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe are not relieved of any requirement of this Order during the pendency of the dispute and remains responsible for timely compliance with the terms of the Order unless otherwise provided by Ecology in writing.

J. Extension of Schedule

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and when good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe to demonstrate to the satisfaction of Ecology that the request for such extension

has been submitted in a timely fashion and that good cause exists for granting the extension. The existence of good cause shall be determined by Ecology in its sole discretion. Good cause may include, but may not be limited to:

a. Circumstances beyond the reasonable control and despite the due diligence of Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe;

b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or

c. Endangerment as described in Section VIII.
(Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

a. Delays in the issuance of a necessary permit which was applied for in a timely manner;

b. Other circumstances deemed exceptional or extraordinary by Ecology; or

c. Endangerment as described in Section VIII(Endangerment).

K. Endangerment

In the event Ecology determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe to cease such

activities for such period of time as it deems necessary to abate the danger. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall immediately comply with such direction.

In the event Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe may cease such activities. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe's cessation of activities,

it may direct Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to Section VIII.(Endangerment), Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.(Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

L. Reservation of Rights

Ecology reserves all rights to issue additional orders or take any action authorized by law in the event or upon the discovery of a release or threatened release of hazardous substances not addressed by this Order, upon discovery of any factors not known at the time of issuance of this Order, in order to abate an emergency, or under any other circumstances deemed appropriate by Ecology.

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 from Wolfe & Parks (this Site).

In the event Ecology determines that conditions at the Site are creating or have the potential to create a danger to the health or welfare of the people on the Site or in the surrounding area or to the environment, Ecology may Order Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe to stop further implementation of this Order for such period of time as needed to abate the danger.

M. Transfer of Interest in Property

No voluntary or involuntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to transfer of any legal or equitable interest, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe may have in the Site or any portions thereof, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall serve a copy of this Order upon any prospective purchaser, lessee, transferee, assignee, or other successor in such interest. At least thirty (30) days prior to finalization of any transfer, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall notify Ecology of the contemplated transfer.

N. Compliance With Other Applicable Laws

1. All actions carried out by Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. The permits or specific federal, state or local requirements that the agency has determined are applicable and that are known at the time of entry of this Order have been identified in Exhibit C.

2. Pursuant to RCW 70.105D.090(1), Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe are exempt from the procedural requirements of Chapters 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals. However, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall comply with the substantive requirements of such permits or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this Section. The Selected Cleanup Action section of the Cleanup Action Plan is binding and an enforceable requirement of the Order.

Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met

by Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe and on how Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe must meet those requirements. Ecology shall inform Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the State to administer any federal law, the exemption shall not apply and Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall comply with both the

procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

O. Land Use Restrictions

Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall record a Restrictive Covenant (Exhibit B) with the office of the Lewis County Auditor within ten (10) days of the completion of the remedial action. The Restrictive Covenant shall restrict future uses of the Site. Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall provide Ecology with a copy of the recorded Restrictive Covenant within thirty (30) days of the recording date.

P. Financial Assurances

Pursuant to WAC 173-340-440(11), Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall maintain sufficient and adequate financial assurance mechanisms to cover all costs associated with the operation and maintenance of the remedial action at the Site, including institutional controls, compliance monitoring, and corrective measures.

Within sixty (60) days of the effective date of this Order, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall submit to Ecology for review and approval an estimate of the costs that it will incur in carrying out the terms of this Order, including operation and maintenance, and compliance monitoring. Within sixty (60) days after Ecology approves the aforementioned cost estimate, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall provide proof of financial assurances sufficient to cover all such costs in a form acceptable to Ecology.

Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall adjust the financial assurance coverage and provide Ecology's project coordinator with documentation of the updated financial assurance for:

1. Inflation, annually, within thirty (30) days of the anniversary date of the entry of this Order; or if applicable, the modified anniversary date established in accordance with this Section, or if applicable, ninety (90) days after the close of Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and

Dana and Diana Wolfe's fiscal year if the financial test or corporate guarantee is used; and

2. Changes in cost estimates, within thirty (30) days of issuance of Ecology's approval of a modification or revision to the cleanup action plan (CAP) that result in increases to the cost or expected duration of remedial actions. Any adjustments for inflation since the most recent preceding anniversary date shall be made concurrent with adjustments for changes in cost estimates. The issuance of Ecology's approval of a revised or modified CAP will revise the anniversary date established under this Section to become the date of issuance of such revised or modified CAP.

Q. Periodic Review

As remedial action, including groundwater monitoring, continues at the Site, Ecology shall review the progress of remedial action at the Site, and shall also review the data accumulated as a result of monitoring the Site as often as is necessary and appropriate under the circumstances. At least every five (5) years after the initiation of cleanup action at the Site, **Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe** shall meet with Ecology at Ecology's request and shall discuss the status of the Site and the need, if any, for further remedial action at the Site. At least ninety

(90) days prior to each periodic review, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe shall submit a report to Ecology that documents whether human health and the environment are being protected based on the factors set forth in WAC 173-340-420(4). Ecology reserves the right to require further remedial action at the Site under appropriate circumstances. This provision shall remain in effect for the duration of this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe's receipt of written notification from Ecology that Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe has completed the remedial activity required by this Order, as amended by any modifications, and that all other provisions of this Order have been complied with.

X. ENFORCEMENT

1. Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

- A. The Attorney General may bring an action to enforce this Order in a state or federal court.
- B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.
- C. In the event Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe refuses, without sufficient cause, to comply with any term of this Order, Chevron Texaco, Jan's Lost and Found Thrift Store, Cowlitz River Valley Historical Society, and Dana and Diana Wolfe will be liable for:
 - (1) up to three times the amount of any costs incurred by the state of Washington as a result of its refusal to comply; and
 - (2) civil penalties of up to \$25,000 per day for each day it refuses to comply.
- D. This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: _____.

Ecology Signature