

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

In the Matter of Remedial Action by:)
)
Chevron U.S.A. Products Company)
Former Chevron Bulk Facility #207407)
(100-1840))
SE 6th Avenue and SE Union Street)
Camas, WA)

AGREED ORDER
No. 02TCPSR-3991

TO: Chevron Products Company
A ChevronTexaco Company
Attn: Jon. N. Robbins, Senior Counsel
P.O. Box 6004
6001 Bollinger Canyon Rd. Room T4276
San Ramon, CA 94583-0904

I.
JURISDICTION

This Agreed Order ("Order") is issued pursuant to the authority of RCW 70.105D.050(1).

II.
FINDINGS OF FACT

Ecology makes the following Findings of Fact, without admission of such facts by the Chevron Products Company (Chevron).

SITE DESCRIPTION: The project site is a former Bulk Terminal located on the southeast corner of the intersection of SE Sixth Avenue and SE Union Street in Camas, Washington. Chevron no longer has any leasehold or other real or personal property interest in the Site.. The site was decommissioned in 1983, and the aboveground storage tanks (ASTs) pumps and associated piping were removed in 1984. Railroad spurs bordered the site to the north and east. A garage was formerly located in the northwest corner of the site, and a warehouse building formerly occupied the southern portion of the irregularly shaped property. According to the documents reviewed, an office building remains on the southern portion of the property. The documents reviewed did not state the year operations began at this site.

RECEPTORS: The site is approximately 800 feet southeast from the Washougal River. The Columbia River is located approximately 1,700 feet south of the site. There are also groundwater production wells for the city of Camas located approximately 250 feet north of the site (Municipal well #6), and approximately 1,000 feet southeast of the site (Municipal well #5).

SITE INVESTIGATIONS: Investigations have been performed at the site between October 1987 and November 1995. A total of nine soil borings have been drilled on the site. Seven of these borings were completed as groundwater monitoring wells (MW). Wells MW-1 through MW-4 were completed to 22 feet below grade (bg) and have never generated groundwater. Groundwater monitoring wells MW-5 through MW-7 were completed to approximately 44 feet bg. Depth to groundwater in these wells has ranged from approximately 31 to 44 feet bg. The last groundwater sampling event was performed on November 27, 1995.

Eighteen test pits were also completed to a maximum depth of 15 feet bg across the site in September 1994.

SOIL CONDITIONS: Soils observed on site consist of silty sand or gravelly silt to approximately five feet bg, overlying sandy or silty gravel. Boulders were encountered at 20 feet bg. Concentrations of petroleum hydrocarbons exceeding Washington State Model Toxics Control Act (MTCA) Method A cleanup levels have been detected in soil beneath the former loading racks, pumps and ASTs to 20 feet bg. Concentrations of TPH exceeding MTCA Method A cleanup levels were also detected in the area of the former warehouse, near a sump on the east side of the site, and beneath a sand trap near the former garage.

GROUNDWATER CONDITIONS: Groundwater gradient has been observed to the northwest, southwest, and south. Depth to groundwater has ranged from approximately 31 feet bg to 44 feet bg. Concentrations of TPH-gasoline, TPH-diesel, TPH-oil and BTEX compounds have never been detected in groundwater samples collected from monitoring wells MW-6 and MW-7 above laboratory reporting limits. Concentrations of TPH-gasoline up to 3,600 parts per billion (ppb) have been detected in Well MW-5. Concentrations of BTEX compounds have ranged from non-detectable levels to 120 ppb in Well MW-5. Groundwater has not been sampled since November 1995.

REMEDIATION ACTIVITIES: In November 1994, 830 cubic yards of soil was excavated from six areas of the facility. The soil was placed through a vibratory screen, and approximately 200 cubic yards of rock greater than 3" in diameter was segregated. Approximately 790 tons of soil was hauled off site for disposal. Wells MW-1 through MW-4 were properly abandoned during this project.

Following excavation activities, confirmation soil samples were collected from the bottom of the excavations. Laboratory analytical results indicate that soil above MTCA cleanup levels remains beneath the former loading rack at 11 feet, and beneath the former ASTs at approximately 15 feet bg.

III. ECOLOGY DETERMINATIONS

1. Chevron was an "owner or operator" as defined at RCW 70.105D.020(11) of a "facility" as defined in RCW 70.105D.020(4).
2. The facility, which consists of approximately one acre of property known as the former Chevron Site (Site), is located at SE 6th Avenue and SE Union Street, Camas, Washington.
3. The substances found at the Site 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 Site and all factors known to Ecology, there is a release or threatened release of hazardous substances from the Site, as defined at RCW 70.105D.020(19).
5. By a letter dated April 22, 2002, Ecology notified Chevron of its status as a "potentially liable person" under RCW 70.105D.040 after notice and opportunity for comment. By a letter of May 22, 2002 Chevron accepted Ecology's determination that Chevron is a "potentially liable person" under RCW 70.105D.040.
6. Pursuant to RCW 70.105D.030(1) and 70.105D.050, Ecology 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.
Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

IV. WORK TO BE PERFORMED

Based on the foregoing Facts and Determinations, it is hereby ordered that Chevron perform the following activities and that these activities be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein.

The activities in this Order are designed to remediate the potential risks posed to human health and the environment from the Site. Specifically, work to be performed includes, but is not limited to: 1) reduce the risk of further contaminant migration to the groundwater beneath the site; 2) conduct and prepare a RI/RA/FS of the Site; 3) implement the recommendations of the RI/RA/FS.

Based on the foregoing Facts and Determinations, it is hereby ordered that Chevron conduct remedial activities at the Site according to the requirements of this Order. In order to carry out the remedial actions required under this Order, Chevron shall produce the reports and carry out the activities specified in this section. All activities shall be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein.

1. WORK PLAN WITH SAP/HASP

A work plan which includes a sampling and analysis plan (SAP) and a Site health and safety plan (HASP) will be prepared to comply with WAC 173-340-810 and 820. A single work plan will be prepared for the entire Site. The SAP will propose a scope of work to evaluate known environmental concerns at the site.

Marcel Szyfclowski
7/21/03

- a) Chevron shall submit a draft work plan to Ecology for characterization of the extent of soil and groundwater contamination at the Site. The work plan shall contain a SAP which will identify but not be limited to the proposed number of soil test locations and groundwater monitoring locations; approximate depths of samples and borings (as appropriate); sampling and analysis scheme including a quality assurance/quality control (QA/QC) plan; and a HASP for field work. The draft work plan shall include a schedule for implementation. The draft work plan shall be submitted within ninety (90) calendar days of the effective date of this Order. Ecology shall review and provide written comments within thirty (30) calendar days of receipt of the draft work plan. Chevron shall submit a final work plan within thirty (30) calendar days of receipt of Ecology's comments.

2. REMEDIAL INVESTIGATION/RISK ASSESSMENT/FEASIBILITY STUDY (RI/RA/FS)

Chevron shall conduct a remedial investigation (RI), risk assessment (RA) and a feasibility study (FS) at the Site to address the substantive requirements of WAC 173-340-350 and 360. The RI will evaluate the distribution of contaminants in soil and groundwater at the Site. Based on these data, the RA and FS will be performed to evaluate a range of remedial technologies to mitigate Site conditions that pose an unacceptable risk to human health and/or the environment.

- a) The approved work plan outlined in Subsection 1a of this Order will be implemented. The RI work plan will include a scope of work to characterize the nature and extent of soil and groundwater impacts at the Site. Should additional RI work be needed to characterize the distribution of contaminants in soil and groundwater, a supplemental RI work plan will be submitted for review by Ecology.
- b) Once all RI work is complete, Chevron shall perform a RA and focused FS (in the event that Site media exceed cleanup standards that are appropriate for the use of the property). Chevron shall then submit to Ecology a report of the results of the RI/RA/FS. The report shall include, as appropriate, Site location maps and physical setting description; soil characterization; surface and subsurface soil sampling results (analytical data as well as field logs); soil, groundwater, and sediment characterization; description of monitoring well installation; well logs; drilling logs; results of soil, groundwater, and sediment sampling; hydraulic characterization; recommendations including estimates of volumes and areas of media requiring remediation; evaluation of realistic exposure pathways and exposed populations; evaluation of a range of proven and reliable remedial alternatives that mitigate risks; summary; and conclusions.
- c) The draft RI/RA/FS report shall be submitted to Ecology for review and comment within ninety (90) calendar days of completion of field work and receipt of analytical results. Ecology shall provide written comments within forty-five (45) calendar days of receipt of the draft report. Chevron shall complete a final report within thirty (30) calendar days of receipt of Ecology's comments.

3. OTHER SITE WORK NOT INCLUDED IN WORK ITEMS 1 THROUGH 2

No investigative or remedial work shall be done at the Site unless the work is done under the MTCA process in conjunction with this Order. Ecology may amend the Order if the proposed additional work is considered significant.

4. SCHEDULE

1. Draft Work Plan	Within 90 days of the effective date of this Order.
2. Ecology's comments on Draft Work Plan	Within 30 days of the receipt of the Draft Work Plan.
3. Final Work Plan	Within 30 days of the receipt of Ecology's comments
4. RI/RA/FS Draft Report	Within 90 days of completion of field work and receipt of analytical results, but not later than 180 days of the effective date of this Order.
5. Ecology's comments on Draft RI/RA/FS Report	Within 45 days of the receipt of the RI/RA/FS Draft report.
6. RI/RA/FS Final Report	Within 30 days of the receipt of the Ecology's comments.

V.
TERMS AND CONDITIONS OF ORDER

1. **Definitions.**

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

2. **Public Notices.**

RCW 70.105.D,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.

3. **Remedial Action Costs.**

Chevron U.S.A. Products Company (Chevron) shall pay to Ecology costs incurred by Ecology as defined in WAC 173-340-550(2). Chevron 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, the amount of time spent by involved staff members on the project and a general description of work performed if requested by Chevron. Itemized statements shall be prepared quarterly. Failure to pay Ecology's costs within 90 days of receipt of the general description will result in interest charges.

4. **Designated Project Coordinators.**

The project coordinator for Ecology is:

Name: Marcel Szyszkowski, P.E.
Address: Southwest Regional Office
PO Box 47775, Olympia, WA 98504-7775
Telephone: (360) 407-6363
E-mail: mszy461@ecy.wa.gov

The project coordinator for Chevron is:

Name: Brett Hunter
Address: P.O. Box 6004
6001 Bollinger Canyon Rd. Rm. L4064
San Ramon, CA 94583-0904

The project coordinator(s) shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communications between Ecology and Chevron, 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 change project coordinator(s), written notification shall be provided to Ecology or Chevron at least ten (10) calendar days prior to the change.

5. **Performance.**

All work performed pursuant to this Order shall be under the direction and supervision, as necessary, of a professional engineer or professional hydrogeologist, or similar expert, with appropriate training, experience and expertise in hazardous waste site investigation and cleanup. Chevron 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 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 where necessary to abate an emergency situation, Chevron shall not perform any remedial actions at the former Chevron Site 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.

6. **Access.**

Upon providing at least twenty four (24) hours notice to Chevron, Ecology or any Ecology authorized representative shall have the authority to enter and freely move about 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. By signing this Order, Chevron agrees that this Order constitutes reasonable notice of access, and agrees to allow access to the Site at all reasonable times for purposes of overseeing work performed under this Order. Ecology shall allow split or replicate samples to be taken by Chevron during an inspection unless doing so interferes with Ecology's sampling. Ecology shall provide Chevron reasonable notice before any sampling event. Chevron shall allow split or replicate samples to be taken by Ecology and shall provide seven (7) days notice before any sampling activity.

7. **Public Participation.**

Chevron shall prepare and/or update a public participation plan for the Site. Ecology shall maintain the responsibility for public participation at the Site.

8. **Retention of Records.**

Chevron 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, Chevron agrees to include in their contract with such contractors or agents a record retention requirement meeting the terms of this paragraph.

9. **Dispute Resolution.**

Chevron may request Ecology to resolve 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), to this Order. Ecology resolution of the dispute shall be binding and final. Chevron is 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.

10. **Reservation of Rights/No Settlement.**

This Order is not a settlement under ch. 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority. Ecology will not, however, bring an action against Chevron to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Chevron to require those remedial actions required by this Order, provided Chevron complies with this Order.

Ecology reserves the right, however, to require additional remedial actions at the Site should it deem such actions necessary.

Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the releases or threatened releases of hazardous substances from the former Chevron facility.

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 to stop further implementation of this Order for such period of time as needed to abate the danger.

11. **Transference of Property.**

No voluntary or involuntary conveyance or relinquishment or title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Chevron 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 may have in the Site or any portions thereof, Chevron 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 shall notify Ecology of the contemplated transfer.

12. **Compliance with Applicable Laws.**

- A. All actions carried out by Chevron 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 paragraph B of this section.
- B. Pursuant to RCW 70.105D.090(1), the substantive requirements of chapters 70.94, 70.95, 70.105, 75.20, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals for the remedial action under this Order that are known to be applicable at the time of issuance of the Order have been included in Attachment A and are binding and enforceable requirements of the Order.

Chevron has 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 Chevron 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 Ecology of this determination. Ecology shall determine whether Ecology or Chevron shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Chevron 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 and how Chevron must meet those requirements. Ecology shall inform Chevron in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Chevron shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

Ecology shall ensure that notice and opportunity for comment is provided to the public and appropriate agencies prior to establishing the substantive requirements under this section.

- C. 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 which is necessary for the state to administer any federal law, the exemption shall not apply and Chevron 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.

VI.
SATISFACTION OF THIS ORDER

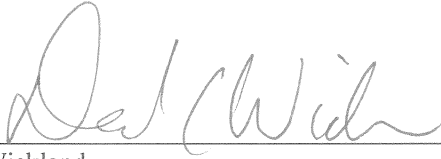
The provisions of this Order shall be deemed satisfied upon Chevron's receipt of written notification from Ecology that Chevron has completed the remedial activity required by this Order, as amended by any modifications, and that all other provisions of this Order have been complied with.

VII.
ENFORCEMENT

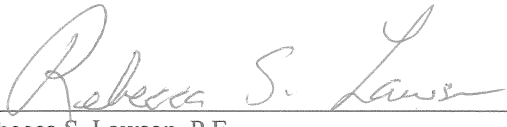
- 1. Pursuant to RCW 70.105D.050, this Order may be enforced as follows:
 - A. The Attorney General may bring an action to enforce this Order in a state or federal court.
 - B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.
 - C. In the event Chevron refuses, without sufficient cause, to comply with any term of this Order, Chevron 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 Section 6 of ch. 70.105D RCW.

Effective date of this Order: 8.18.03

CHEVRON

By 
David Wickland
Office Manager
Chevron Environmental Management Company
San Ramon, CA

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By 
Rebecca S. Lawson, P.E.
Regional Section Manager
Southwest Regional Office
Toxics Cleanup Program

ATTACHMENT A

The known permits and rules that are pertinent to this Order and their respective substantive requirements are listed below. A contact and phone number are provided for the state agency or local government that would typically administer each permit or applicable regulations. Ecology will make a final determination regarding which substantive requirements will apply in situations where requirements conflict.

Regulations pertinent to this action:

1. State of Washington, Hazardous Waste Management, Ecology (Contact: Dee Williams, 360-690-7120)
 - The remedial action shall provide for management or disposal of dangerous wastes or hazardous wastes in a manner in compliance with regulations under Chapter 173-303-WAC. Wastes shall be designated and managed in compliance with the Site Work Plans. Hazardous waste manifests shall be used to track the transfer and disposal of hazardous wastes.
 2. Local Health Department - Solid Waste Regulations (Contact: Gary Bickett, 360-397-8061)
- This project shall comply with Southwest Washington Health District provisions for acceptance of any soils to be disposed of at a landfill in the State of Washington, according to criteria developed for the specific Site.