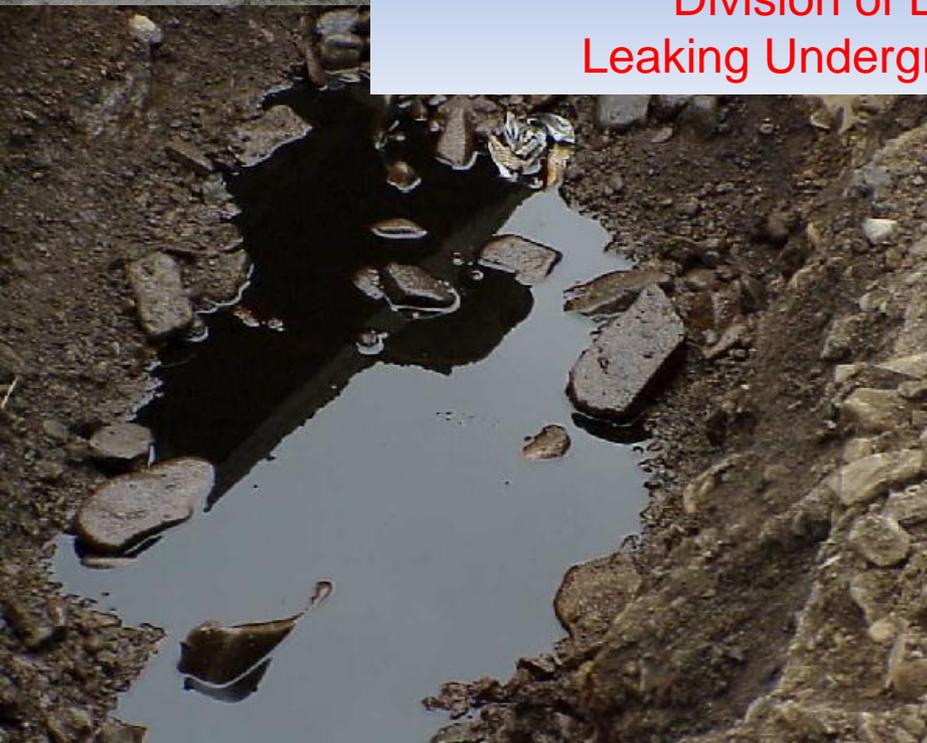




**West Virginia Department of Environmental Protection
Division of Land Restoration
Leaking Underground Storage Tanks**



**Don Martin
304-926-0499, ext. 1275
Donald.W.Martin@wv.gov**

The Three Remediation Alternatives for Leaking UST sites



Underground Storage Tank System Release

Standard Enforcement Path

West Virginia Code
Chapter 22 Article 17
Underground Storage Tank Act
Sections 6 & 14

WV Legislative Rule
33 CSR 30
Section 2

Code of Federal Rules
40 CFR Part 280
Subpart F

Uniform Environmental Covenant Path

West Virginia Code
Chapter 22 Article 17
Underground Storage Tank Act
Sections 6 & 14

and

Chapter 22 Article 22B
Uniform Environmental Covenants Act
Section 2

WV Legislative Rule
33 CSR 30
Section 2

Code of Federal Rules
40 CFR Part 280
Subpart F

Voluntary Remediation Path

West Virginia Code
Chapter 22 Article 22
Voluntary Remediation &
Redevelopment Act
Sections 6 & 14

WV Legislative Rule
60 CSR 3
Section 3

Uniform Environmental Covenant Path

§22-22B-2. Definitions.

As used in this article and insofar as they are not in conflict with article twenty-two of this chapter, the following terms shall mean:

- (4) "Environmental covenant" means a servitude arising under an environmental response project that imposes activity and use limitations.
- (5) "Environmental response project" means a plan or work performed for environmental remediation of real property and conducted:
- (A) Under a federal or state program governing environmental remediation of real property, including article twenty-two of this chapter;

LEAK ID#: _____

WV ID#: _____

CLOSURE #: _____



Owner
Operator
Charleston Office
Project Manager

Standard Enforcement path

west virginia department of environmental protection
Office of Environmental Remediation
CONFIRMED RELEASE NOTICE TO COMPLY

FACILITY INFORMATION					
OWNER:			OPERATOR:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ()			PHONE: ()		
LOCATION OF TANKS:					
FACILITY NAME:			CITY:		
STREET ADDRESS:		COUNTY:	PHONE: ()		

TO THE TANK OWNER AND OPERATOR:

A release of a regulated substance has been confirmed at your underground storage tank facility at the above location. Therefore, you must perform the following initial response action within 24 hours.

1. Remove as much of the regulated substance from the UST system as is necessary to prevent further release to the environment.
2. Check adjacent structures to identify fire, explosion, and vapor hazards.
Investigate to determine the possible presence of free product at existing monitoring points (nearby streams, sumps, sewers, ditches, monitoring wells, tank pit, or other excavations at or near the site) and report the result to the WVDEP.

If free product is present, the owner/operator must control the spread of the contamination (280.64a-d).

The owner/operator must comply with all other provisions of the initial abatement measures and site check (280.62).

REPORT DUE: _____ (date).

THE OWNER/OPERATOR must comply with following requirements if checked.

- A. The owner/operator must conduct an Initial Site Characterization (280.63a-b).
REPORT DUE: _____ (date).
- B. The owner/operator must submit a Site Investigation Report to determine the full extent and location of soils contaminated.
By the release and the presence and concentration of dissolved product contamination in the ground water (280.65a-b).
DUE TO: _____ [40CFR280.65(a) 1. 2. 3. 4.

COPY TO:	ORIGINAL TO:
WVDEP - OER	
601 57 th Street, SE	
Charleston, WV 25304	
Telephone : (304) 926-0499 Fax : (304) 926-0457	Phone: Fax:
e-mail:	e-mail:

NOTE: All reports/plans must reference the Leak ID and WV ID.

WARNING

If you are the owner and/or operator and you fail to accomplish the above-described measures within the time specified, the Director may issue an Administrative Order and/or may commence a Civil Action in the Circuit Court, including a temporary or permanent injunction in accordance with West Virginia Code, Chapter 22-17-15 and you may be liable for a civil penalty in accordance with Chapter 22-17-16.

Service Accepted and Acknowledged:

Inspector's Signature: _____	Date: _____
Contact Person's Signature: _____	Date: _____

LEAK ID#: _____

WV ID#: _____

CLOSURE #: _____



Owner
Operator
Charleston Office
Project Manager

west virginia department of environmental protection
Office of Environmental Remediation
REVIEW OF CONFIRMED RELEASE

Standard Enforcement path

FACILITY INFORMATION	
Owner:	OPERATOR:
Address:	Address:
City: State: ZIP:	City: State: Zip:
Phone: ()	Phone: ()
LOCATION OF TANKS:	
Facility Name:	City:
Street Address:	County: Phone:

TO THE TANK OWNER AND OPERATOR:

Whereas, a review of the information provided regarding site characteristics and the extent of soil and groundwater contamination at the above-referenced facility in compliance with the CONFIRMED RELEASE-NOTICE TO COMPLY issued on the ____ day of _____, has been completed.

UPON REVIEW, the investigation was found to be: Complete Incomplete

THEREFORE, THE FOLLOWING ACTION MUST BE INITIATED IMMEDIATELY:

- Initiate an investigation to determine the full extent and magnitude of soils contaminated by the release and the presence and concentration of dissolved product contamination in the groundwater.
- Continue investigation to determine the full lateral and vertical extent and magnitude of soil contamination.
- Continue investigation to determine the presence and concentration of dissolved product contamination in the groundwater.
- Submit a Corrective Action Plan to respond to contaminated soil and groundwater found by the completed investigation.
- NO FURTHER ACTION** required at this time.
- _____

Any additional Investigation Report or Corrective Action Plan checked above should be submitted to the following no later than the ____ day of _____.

COPY TO:	ORIGINAL TO:
WVDEP - OER	WVDEP-OER
601 57 th Street, SE	
Charleston, WV 25304	
Phone (304) 926-0499 Fax (304) 926-0457	Phone: Fax :
e-mail:	e-mail:

NOTE: All reports/plans must reference the Leak I.D. and WV I.D.

WARNING

If you are the owner and/or operator and you fail to accomplish the above-described measures within the time specified, the Director may issue an Administrative Order and/or may commence a Civil Action in the Circuit Court, including a temporary or permanent injunction in accordance with West Virginia Code, Chapter 22-17-15 and you may be liable for a Civil Penalty in accordance with Chapter 22-17-16.

COMMENTS:

SERVICE ACCEPTED AND ACKNOWLEDGED:

Inspector's Signature:	Date:
Contact Person's Signature:	Date:

Standard Enforcement path



west virginia department of environmental protection

Office of Environmental Remediation
601 57th Street S.E.
Charleston, WV 25304
304-926-0455
304-926-0457 (fax)

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

Re:
Leak No. / WV.ID. No.

Dear _____:

A review has been completed of report(s) submitted and/or information obtained through site visits and discussions regarding the Confirmed Release issued today and accompanying this letter. It has been confirmed that a petroleum release has occurred at the above referenced facility and that soil and/or ground water has been contaminated. This contamination may be considered a threat to human health and the environment.

Therefore, in accordance with WV Code Section 22-17-13 and 40 CFR Part 280.65 you must conduct an investigation for soil and ground water clean up. The results of this investigation must be submitted to the West Virginia Department of Environmental Protection Leaking Underground Storage Tank Section for review. The results must be submitted in a **Primary Site Assessment Report**. This **Primary Site Assessment Report** is in addition to the **Initial Abatement Measures Report** and **Initial Site Characterization Report** required by 40 CFR Part 280.62 & 280.63. This requirement is based upon the existence of one or more of the following at your facility:

1. Free product has been found which needs to be recovered;
2. There is evidence that ground water wells have been affected by the release;
3. There is evidence that contaminated soils may be in contact with groundwater;
4. The implementing agency requests an investigation based on the potential effects of contaminated soil or groundwater on nearby surface water and groundwater resources.

The full extent and degree of soil and ground water contamination as a result of this release must be determined. Additional investigations beyond the Primary Site Assessment may be necessary to comply with this requirement.

Due to the presence of free product at this site, you must begin free product removal as soon as practicable, in accordance with 40 CFR Sections 280.62(a)(6) and 280.64. You must also prepare and submit free product recovery reports detailing the information listed under Section 280.64(d) as required by WV Code Section 22-17-13. The first report is due on or before _____, and monthly thereafter.

In addition, Section 22-17-14 of the above-referenced law requires you to develop a **Corrective Action Plan (CAP)**. This CAP must also be submitted to the Office of Environmental Remediation for review and approval. Upon approval of the CAP the responsible party must implement the proposed remedial measures. The responsible party will also be required to fulfill Public Participation requirements as mandated by 40 CFR 280.67.

Promoting a healthy environment.

The responsible party must monitor, evaluate, and report the results of implementing the CAP in accordance with 40 CFR 280.66 (c).

You may choose to implement the CAP prior to section approval in order to minimize environmental contamination and promote a more effective cleanup, as allowed by 40 CFR Part 280.66(d). However, you must notify this Office of your intentions, comply with any conditions imposed by this Office including halting cleanup or mitigating adverse consequences from cleanup activities, and incorporate the self-initiated cleanup measures in the CAP, or as a revision to the CAP, that is submitted to us for approval.

Please be advised that on March 1, 1997, regulations became effective governing monitoring well design standards (47CSR60) and the certification of monitoring well drillers (47CSR59). Section 4.1 of 47CSR59 states "There shall be a certified monitoring well driller on site in direct charge of actively drilling, constructing, altering, testing or abandoning any monitoring well". As the owner of the wells to be installed, it is your responsibility to ensure that the wells are drilled and installed by a certified monitoring well driller. The certified monitoring well driller will provide you with a form for each well installed (Monitoring Well Construction Documentation-Form GW-MWC) detailing the design and construction of the well. Questions on the regulations should be directed to Chad Board at (304) 926-0499 ext. 1072. Copies of the regulations may be obtained by contacting the WV Secretary of State's Office at (304) 558-6000.

The **Primary Site Assessment Report** must be submitted no later than _____. The **Corrective Action Plan** is due no later than _____. Approval of the Primary or Supplemental/Final Site Assessment Report is not a prerequisite to submission of a Corrective Action Plan. The goal of the site investigation is to determine the full extent and magnitude of contamination in soils and groundwater. Compliance dates for submission of Supplemental or Final Site Assessment Reports must be negotiated with the Project Manager assigned to this site. Revised compliance dates for submission of a Corrective Action Plan may also be negotiated at that time. This office may require additional copies of the Corrective Action Plan and any revisions once the plan has been approved. All reports submitted must reference the **Leak #** and the **WVID #** which appear on the front of this correspondence.

Please note that due to the widespread detection of gasoline additives MTBE and TBA in public drinking water supplies and other surface and groundwater resources throughout the country, OER now requires analysis for these constituents in soil and groundwater on all investigations of releases from underground storage tanks.

If you need an extension on the reporting time frames contained herein, you must make your request in writing.

You have the option to clean up to existing soil and ground water guidelines under the LUST program, or make application under the Voluntary Remediation and Redevelopment Act, to utilize risk based corrective action standards.

Should you have any questions or wish to discuss this matter please do not hesitate to call me at _____.

Sincerely,

Project Manager

ORIGINALS TO:	COPY TO:
WVDEP - OER	WVDEP - OER
601 57 th Street, SE	
Charleston, WV 25304	
Phone (304) 926-0499 Ext 1271	Fax (304) 926-0457
e-mail: wnckown@wvdep.org	Telephone: (304) _____ Fax : (304) _____
	e-mail: _____

NOTE: All reports/plans must reference the Leak ID and WV ID.

WEST VIRGINIA VOLUNTARY REMEDIATION AGREEMENT FOR INVESTIGATION AND REMEDIATION ACTIVITIES

Voluntary Remediation path

I. INTRODUCTION

1. The West Virginia Department of Environmental Protection (WVDEP), by its Secretary, and _____ (“applicant”) hereby enter into this Voluntary Remediation Agreement (“Agreement”), pursuant to the Voluntary Remediation and Redevelopment Act, W. Va. Code §22-22-1 et seq. (“the Act”), for the purpose of investigating and remediating the property that is the subject of this Agreement (“the Site”).

II. JURISDICTION

2. This Agreement is entered into by and between the WVDEP, by its Secretary, and _____, applicant, pursuant to W. Va. Code §22-22-7.

3. The Parties agree to the following terms and conditions as satisfying the requirements of the Act for the investigation and remediation of the site. The applicant reserves all rights under common law, the West Virginia Code and federal statutes to seek contribution or indemnity. The WVDEP reserves all rights it may have under common law, the West Virginia Code and federal statutes to seek contribution or indemnity from persons other than the applicant and those persons identified in W. Va. Code §22-22-18.

4. By entering into this Agreement, the applicant neither admits nor denies liability.

III. STATEMENT OF ELIGIBILITY

5. The Secretary has determined that the application submitted by the applicant is complete and that applicant is eligible to participate in the voluntary remediation program. However, neither the Secretary’s determination of eligibility nor the entry into this Agreement precludes any finding by the Secretary at a later date that the site poses an imminent and substantial threat to human health or the environment within the meaning of W. Va. Code §22-22-7(d). In addition, if it is determined that applicant withheld or misrepresented information that would be relevant to the applicant’s eligibility, the Secretary may withdraw from this Agreement.

IV. PARTIES BOUND

6. This Agreement shall apply to and be binding upon the applicant, its officers, secretaries, principals, employees, agents, successors, subsidiaries, and assigns and upon WVDEP, its employees, agents and successors. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the parties they represent. No change in ownership, corporate, or partnership status of the applicant shall in any way alter its status or responsibilities under this Agreement unless the applicant or WVDEP withdraws from this Program as provide herein.

7. The applicant shall provide a copy of this Agreement to any subsequent owners or successors before ownership rights are transferred. The applicant shall provide a copy of this Agreement to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Agreement, within fourteen (14) days after the effective date of this Agreement or within fourteen (14) days of the date of retaining their services.

V. DEFINITIONS

AGREEMENT FOR
INVESTIGATION AND REMEDIATION ACTIVITIES
UNDER W.VA.CODE §22-17 & §22-22B

**Uniform Environmental
Covenant path**

1. The West Virginia Department of Environmental Protection ("WVDEP"), by its Secretary, Randy C. Huffinan ("Secretary") and _____ ("applicant") hereby enter into this Remediation Agreement ("Agreement"), pursuant to the Underground Storage Tank Act, W.Va. Code §22-17-1 et seq. and the Uniform Environmental Covenants Act, W.Va. Code §22-22B-1et seq. ("UECA"), for the purpose of investigating and remediating the property that is the subject of this Agreement ("the Site").

2. The parties agree to the following terms and conditions as satisfying the requirements of the Underground Storage Tank Act (§22-17-1 et seq.) for the investigation and remediation of the subject site and that the site shall be remediated to risk-based standards via UECA.

3. The activities conducted by the applicant under this Agreement are subject to approval by WVDEP as provided herein. Applicant shall provide all necessary information for the Site. The activities conducted by the applicant shall be consistent with this Agreement, all applicable laws and regulations and any appropriate guidance documents.

4. This Agreement shall apply to and be binding upon the applicant, its successors and assigns. By entering into this Agreement, the applicant neither admits nor denies liability.

5. All work to be performed by the applicant pursuant to this Agreement for remediation to risk-based standards via UECA shall be under the direction and supervision of a licensed remediation specialist. Prior to the initiation of Site work, the applicant shall notify WVDEP, in writing, regarding the name and title of the licensed remediation specialist.

6. The applicant shall submit the following work plans or reports in accordance with the following schedule to complete the remediation activities:

[List of work plans and/or reports and associated schedules to be submitted]

7. When additional or modified work plans or reports are necessary as a follow-up to this initial agreement, the applicant shall submit the subsequent work plans, reports (including final reports), and schedules in accordance with a modification to this Agreement.

8. Upon completion of the work contemplated by all work plans for remediation to risk-based standards via UECA, the applicant shall submit to the Secretary the final report prepared by the licensed remediation specialist. The final report shall include all information necessary to verify that all work contemplated by the work plan has been completed and all information required by the rules.

9. Documents, reports, and other correspondence to be submitted under this Agreement, may be sent by certified U.S. mail, return receipt requested, hand-delivery, overnight mail, or by courier service to WVDEP at the following addresses:

(Insert name of project manager) and WVDEP, DLR
WVDEP, DLR Office of Environmental Remediation
Office of Environmental Remediation 601 57th Street, SE
Charleston, WV 25304
_____, WV
Phone No. (304) 926-0499, ext. _____ Phone No. (304) 926-0499, ext. 1351

10. The applicant shall use quality assurance, quality control, and chain of custody procedures in accordance with Quality Assurance Project Plan approved for use by WVDEP throughout any work plan sample collection and analysis activities under this Agreement, unless WVDEP agrees otherwise. All UECA sampling and analyses shall incorporate laboratory data validation utilizing Standard EPA protocols (e.g., Contract Laboratory Protocol or SW-846) and conducted in accordance with EPA Region 3 Modifications to the National Functional Guidelines and EPA Region 3's Innovative Approaches to Data Validation (June 1995).

11. The applicant shall provide the WVDEP project manager with reasonable advance notice of all sampling and analysis as detailed in the work plan. To provide quality assurance and maintain quality control, the applicant shall:

- a) Use laboratories certified by WVDEP;
- b) Ensure that all sampling and analyses are performed according to US EPA methods, the approved Quality Assurance Project Plan, or other methods deemed satisfactory by WVDEP; and
- c) Ensure that any laboratories used by the applicant for analyses participate in a documented Quality Assurance/Quality Control program that complies with US EPA guidance documents. As part of such a program, and upon request by WVDEP, such laboratories shall perform analyses of samples provided by WVDEP to demonstrate the quality of analytical data for each such laboratory.

12. At the request of WVDEP, the applicant shall permit an authorized representative of WVDEP to take samples of wastes, soils, air, surface water and groundwater at the Site. For each sample taken, the authorized representative shall provide the applicant a receipt describing the sample obtained and, if requested, a portion of each sample equal in weight or volume to the portion retained.

13. Upon presentation of proper credentials, authorized representatives of the WVDEP shall be provided access by the applicant to the Site and other areas where work is to be performed under this Agreement, at all reasonable times. Nothing herein shall be construed as restricting the inspection or access authority of WVDEP under any law or regulation.

14. The WVDEP reserves the right to withdraw its approval of the work plan at any time during the implementation of the work plan if:

- a) WVDEP determines that the applicant has failed to substantially comply with the terms and conditions of this Agreement or the work plan;
- b) Applicant declines to implement the work plan after being notified of its approval by the WVDEP; or
- c) WVDEP determines that a hazardous substance or petroleum has become an imminent or substantial threat to human health or the environment.

15. Applicant agrees to reimburse WVDEP for all of its reasonable administrative costs associated with implementation of this Agreement at 2½ times the hourly rate of the employees assigned to the site, plus the actual and direct expenses of such employees. WVDEP shall periodically send an accounting of the employees' time charged to this site to the applicant and applicant shall pay said amount within 60 days of receipt of the accounting.

16. Reimbursement checks for the noted WVDEP costs should be made payable to the West Virginia Department of Environmental Protection and mailed along with the invoice stub stating the site name and address to: West Virginia Department of Environmental Protection (Treasure/RPD), PO Box 681, Charleston, WV 25323.

17. The applicant shall cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events which constitute a force majeure, that is, circumstances beyond its reasonable control which could not have been overcome by due diligence. The applicant shall notify WVDEP by telephone within three (3) working days and by writing no later than seven (7) working days after any event, which the applicant contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by the applicant to minimize the delay, and the timetable by which these measures will be implemented. The applicant shall have the burden of demonstrating that the event is a force majeure. The decision of whether an event is a force majeure shall be made by the WVDEP. If a delay is attributable to a force majeure, the time period for performance under this Agreement shall be extended, in writing, by the amount of time that is attributable to the event constituting the force majeure.

17. Applicant agrees to indemnify and save and hold the State of West Virginia, its agencies, departments, agents, and employees, harmless from and all claims or causes of action arising from, or on account of, acts or omissions of the applicant, its officers, employees, receivers, trustees, agents, or assigns, in carrying out the activities pursuant to this Agreement.

18. The effective date of this Agreement shall be the date on which the applicant receives the notice that this Agreement has been signed by the Secretary of WVDEP.

19. This agreement may be amended by mutual agreement of WVDEP and the applicant. Amendments shall be in writing and shall be effective when the applicant receives notice that the amendment has been signed by the Secretary of WVDEP.

20. If the Secretary determines that there is an imminent threat to the public, the Secretary may unilaterally modify or amend this Agreement.

21. Nothing in this Agreement shall restrict the State of West Virginia from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.

22. The parties agree that restrictions will be required on the future use of the Site. Once such restrictions have been determined, an appropriate Uniform Environmental Covenant will be prepared and recorded for the Site.

23. This Agreement will be governed by the laws of the State of West Virginia.

APPLICANT

Printed Name: _____

Title: _____

Signature: _____

Date: _____

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Printed Name: _____

Title: _____

Signature: _____

Date: _____

If applicant is not owner of the Site

_____, as owner of the Site referenced in the above Agreement, hereby acknowledges that said Agreement requires the imposition of an environmental land use covenant and, in consideration of the benefits accruing to the Site from said Agreement, I hereby agree to the imposition of such environmental covenant and agree to cooperate in the execution and filing of such environmental covenant.

Owner (Signature)

Date

Owner (Printed)

Underground Storage Tank System Release

Standard Enforcement Path

Reference Guide
Corrective Action Guidance Document¹

Assess the extent of contamination of impacted media for the constituents associated with the release (BTEX, PAH, metals, etc.).
[Specific program data deliverables validated in general accordance with M1 and IM1 Levels³]

Uniform Environmental Covenant Path

Reference Guides
Voluntary Remediation Guidance Documents²

Assess the extent of contamination of impacted media for the constituents associated with the release (BTEX, PAH, metals, etc.).
[Validation required⁴ in general accordance with M3 and IM2 Levels or lower levels in accordance with EPA Region 3's Innovative Approaches to Data Validation³]

Voluntary Remediation Path

Reference Guides
Voluntary Remediation Guidance Documents²

Assess the extent of contamination of impacted media for the constituents associated with the release (BTEX, PAH, metals, etc.) **and** other constituents associated with the historical use of the property (e.g., glycol, PCBs, TCE, etc.)
[Validation required⁴ in general accordance with M3 and IM2 Levels or lower levels in accordance with EPA Region 3's Innovative Approaches to Data Validation³]

Data deliverable requirements for the LUST program and for waste characterization samples would generally include the following as applicable:

- ❖ Sample documentation (location, date and time of collection and analysis, etc.)
- ❖ Chain of custody
- ❖ Analyte(s) identification
- ❖ Analyte(s) quantitation
- ❖ Determination and documentation of detection limits
- ❖ Surrogate recovery
- ❖ Initial and continuing calibration
- ❖ Dilution factor
- ❖ Moisture content (data for soils and sediments must be reported on a dry weight basis)
- ❖ Matrix spike and Matrix spike duplicate recoveries
- ❖ Signature of laboratory representative
- ❖ Sample paperwork, both preparatory and analysis
- ❖ QC Blanks including method blank/instrument blank, trip, field, and/or equipment rinse blanks
- ❖ Quality Control sample results (duplicate and/or split results)
- ❖ Laboratory sample receipt documentation indicating the condition of samples upon receipt at the lab

Data deliverable requirements for the Voluntary Remediation and UECA-LUST paths are more stringent than those required for the LUST Program and would generally include the requirements for the LUST program previously listed, in addition to the following:

- ❖ Chromatograms
- ❖ Internal standards recovery and retention times
- ❖ Peak integration and labels
- ❖ Mass spectra library comparisons, including tentatively identified compounds
- ❖ Initial calibration verification results
- ❖ Continuing calibration verification results
- ❖ Laboratory control matrix spike results

The Voluntary Remediation and UECA-LUST paths deliverable format would typically be a Contract Laboratory Program (CLP) deliverable package.

The analytical data deliverable format for both programs is generally in the form of a hard copy report, but it may also be submitted electronically, generally as a PDF or Excel file, on a CD.

¹WVDEP, *West Virginia Guidance Document for Leaking Underground Storage Tank (LUST) Site Assessments and Corrective Actions*. August 2001.

http://www.wvdep.org/show_blob.cfm?ID=573&Name=CAGD.PDF

²WVDEP, *West Virginia Voluntary Remediation and Redevelopment Act Guidance Manual, Version 2.1*. March 2001.

http://www.wvdep.org/show_blob.cfm?ID=3200&Name=RemediationGuidanceVersion2-1.pdf

WVDEP, *User Guide for Risk Assessment of Petroleum Releases, Version 1.0*, November 1, 1999.

http://www.wvdep.org/Docs/15472_Risk%20Assessment%20Petroleum.pdf

³USEPA, Region III, *Analytical Services and Quality Assurance Branch, Innovative Approaches for Validation of Organic and Inorganic Data – Standard Operating Procedures*. June 1995.

<http://www.epa.gov/region03/esc/qa/pdf/innovative.pdf>

⁴West Virginia C.S.R. §60-3

http://www.wvdep.org/Docs/17423_60CSR3%20VRRRA%20rule%206-5-09.pdf

INNOVATIVE APPROACHES TO DATA
VALIDATION

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

REGION III

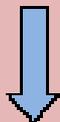
JUNE 1995



43 m download

Standard Enforcement Path

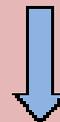
Remediate impacted soil to WVDEP established guideline values and remediate ground water to drinking water standards (MCLs).



WVDEP issues a "No Further Action" (NFA) with no land use restrictions

Uniform Environmental Covenant Path

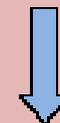
Remediate impacted soil and ground water to risk-based standards utilizing engineering and institutional controls as applicable.



WVDEP issues a "No Further Action" (NFA) with an appropriate environmental covenant recorded for land use restrictions.

Voluntary Remediation Path

Remediate impacted soil and ground water to risk-based standards utilizing engineering and institutional controls as applicable.



WVDEP issues a "Certificate of Completion" with an appropriate environmental covenant recorded for land use restrictions.

LEAK ID#: _____

WV ID#: _____

CLOSURE #: _____



Owner
Operator
Charleston Office
Project Manager

west virginia department of environmental protection
Office of Environmental Remediation
REVIEW OF CONFIRMED RELEASE

Standard Enforcement path

FACILITY INFORMATION			
Owner:		OPERATOR:	
Address:		Address:	
City:	State:	ZIP:	City: State: Zip:
Phone: ()		Phone: ()	
LOCATION OF TANKS:			
Facility Name:		City:	
Street Address:		County:	Phone:

TO THE TANK OWNER AND OPERATOR:

Whereas, a review of the information provided regarding site characteristics and the extent of soil and groundwater contamination at the above-referenced facility in compliance with the CONFIRMED RELEASE-NOTICE TO COMPLY issued on the ____ day of _____, has been completed.

UPON REVIEW, the investigation was found to be: Complete Incomplete

THEREFORE, THE FOLLOWING ACTION MUST BE INITIATED IMMEDIATELY:

- Initiate an investigation to determine the full extent and magnitude of soils contaminated by the release and the presence and concentration of dissolved product contamination in the groundwater.
- Continue investigation to determine the full lateral and vertical extent and magnitude of soil contamination.
- Continue investigation to determine the presence and concentration of dissolved product contamination in the groundwater.
- Submit a Corrective Action Plan to respond to contaminated soil and groundwater found by the completed investigation.
- NO FURTHER ACTION** required at this time.
- _____

Any additional Investigation Report or Corrective Action Plan checked above should be submitted to the following no later than the ____ day of _____.

COPY TO:		ORIGINAL TO:	
WVDEP - OER		WVDEP-OER	
601 57 th Street, SE			
Charleston, WV 25304			
Phone (304) 926-0499	Fax (304) 926-0457	Phone:	Fax :
e-mail:		e-mail:	

NOTE: All reports/plans must reference the Leak I.D. and WV I.D.

WARNING

If you are the owner and/or operator and you fail to accomplish the above-described measures within the time specified, the Director may issue an Administrative Order and/or may commence a Civil Action in the Circuit Court, including a temporary or permanent injunction in accordance with West Virginia Code, Chapter 22-17-15 and you may be liable for a Civil Penalty in accordance with Chapter 22-17-16.

COMMENTS:

SERVICE ACCEPTED AND ACKNOWLEDGED:

Inspector's Signature:	Date:
Contact Person's Signature:	Date:

STATE OF WEST VIRGINIA
VOLUNTARY REMEDIATION PROGRAM
CERTIFICATE OF COMPLETION AND COVENANT

Voluntary Remediation path

[Applicant] entered into a Voluntary Remediation Agreement with the Secretary of the Department of Environmental Protection, dated _____ ("Agreement"). The Agreement was entered into to address the release of any contaminants at _____ ("Site") located at _____, in _____ District, _____ County, West Virginia. The following documents are incorporated as a part of this Certificate and Covenant:

- The application dated _____ and the site assessment submitted with the application
- The Agreement dated _____
- A map depicting the site (See Exhibit A)
- A list of the contaminants for which the remediation standards specified in the Agreement have been met (See Exhibit B)
- The final report submitted for the site dated _____, issued by a licensed remediation specialist.
- [If applicable] A description of any institutional or engineering controls that were used to achieve a remediation standard (See Exhibit C)
- [If applicable] The land use covenant that is to be recorded for this site (See Exhibit D).

This Certificate of Completion is issued pursuant to W.Va. Code §22-22-13 to [Applicant] in recognition of the completion of the work required under the Agreement.

Pursuant to W.Va. Code §§22-22-7(f), 22-22-13, 22-22-14, and 22-22-18, the Secretary of the West Virginia Department of Environmental Protection (hereinafter, "WVDEP"), in the name of and on behalf of the State of West Virginia, now covenants not to bring any civil, criminal or administrative action or claim, resulting from or based upon the release or threatened release of contaminants that were the subject of the Voluntary Remediation Agreement. This covenant shall bar actions against [applicant], [applicant]'s successors and assigns, and those persons identified in W. Va. Code §22-22-18, from all public and private claims arising under Chapter 22 of the West Virginia Code or rules adopted thereunder in connection with the release or threatened release that was the subject of the Voluntary Remediation Agreement. This covenant shall not apply to [applicant]'s predecessors in title.

LAND USE COVENANT

This is an environmental covenant executed pursuant to the Voluntary Remediation and Redevelopment Act, West Virginia Code Chapter 22, Article 22, and the Uniform Environmental Covenants Act, West Virginia Code Chapter 22, Article 22B, to restrict the activities on, and uses of, the following described property:

[Insert legally sufficient description of the real property subject to the covenant. If the description is longer than one page, it may be included as an attachment.]

Activities on and uses of the above describe property that may result in excessive human exposure or in the release of a contaminant that was contained as part of the remedial action related to this covenant are prohibited. Those activities and uses include, but are not limited to:

[Insert list of prohibited activities]

The current owners of record of the property, and their contact information, are:

[Insert identity and address of all owners of record]

Any person, including a person that owns an interest in the real property, the state or federal agency determining or approving the environmental response project pursuant to which an environmental covenant is created, or a municipality or other unit of local government may be a holder of an environmental covenant. The following are all of the holders of this covenant:

[Insert identity and address of all holders]

The facts regarding the remediation response project at this property are: *[Provide a brief narrative description of the contamination and remedy, including the contaminants of concern, the pathways of exposure, limits on exposure and the location and extent of the contamination and state whether residential or non-residential exposure assumptions were used to comply with a site-specific remediation standard.]*

The owner(s) of the property shall provide written notice to the Secretary of the Department of Environmental Protection within 10 days following transfer of a specified interest in the property subject to this covenant, changes in use of the property, application for building permits regarding the property, or proposals for any site work affecting the contamination on the property.

The *[owner(s) or applicant(s)]* shall conduct inspections of the property to monitor compliance with this Land Use Covenant at least *[insert number/time/s]* per year, and shall submit two (2) signed copies of the inspection monitoring report to the WVDEP, DLR headquarters in Charleston, within thirty (30) days of the inspection.

This covenant relieves the applicant and subsequent successors and assigns from all civil liability to the state as provided under West Virginia Code Article 22 of Chapter 22 and shall remain in effect so long as the property complies with the applicable standards in effect at the time this covenant was issued.

This covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with regulations

LEAK ID#: _____

WV ID#: _____

CLOSURE #: _____



Owner
Operator
Charleston Office
Project Manager

west virginia department of environmental protection
Office of Environmental Remediation
REVIEW OF CONFIRMED RELEASE

**Uniform Environmental
Covenant path**

FACILITY INFORMATION			
Owner:		OPERATOR:	
Address:		Address:	
City:	State:	ZIP:	City: State: Zip:
Phone: ()		Phone: ()	
LOCATION OF TANKS:			
Facility Name:		City:	
Street Address:		County:	Phone:

TO THE TANK OWNER AND OPERATOR:

Whereas, a review of the information provided regarding site characteristics and the extent of soil and groundwater contamination at the above-referenced facility in compliance with the CONFIRMED RELEASE-NOTICE TO COMPLY issued on the ____ day of _____, has been completed.

UPON REVIEW, the investigation was found to be: Complete Incomplete

THEREFORE, THE FOLLOWING ACTION MUST BE INITIATED IMMEDIATELY:

- Initiate an investigation to determine the full extent and magnitude of soils contaminated by the release and the presence and concentration of dissolved product contamination in the groundwater.
- Continue investigation to determine the full lateral and vertical extent and magnitude of soil contamination.
- Continue investigation to determine the presence and concentration of dissolved product contamination in the groundwater.
- Submit a Corrective Action Plan to respond to contaminated soil and groundwater found by the completed investigation.
- NO FURTHER ACTION** required at this time.
- _____

Any additional Investigation Report or Corrective Action Plan checked above should be submitted to the following no later than the ____ day of _____.

COPY TO:		ORIGINAL TO:	
WVDEP - OER		WVDEP-OER	
601 57 th Street, SE			
Charleston, WV 25304			
Phone (304) 926-0499	Fax (304) 926-0457	Phone:	Fax :
e-mail:		e-mail:	

NOTE: All reports/plans must reference the Leak I.D. and WV I.D.

WARNING

If you are the owner and/or operator and you fail to accomplish the above-described measures within the time specified, the Director may issue an Administrative Order and/or may commence a Civil Action in the Circuit Court, including a temporary or permanent injunction in accordance with West Virginia Code, Chapter 22-17-15 and you may be liable for a Civil Penalty in accordance with Chapter 22-17-16.

COMMENTS:

SERVICE ACCEPTED AND ACKNOWLEDGED:

Inspector's Signature:	Date:
Contact Person's Signature:	Date:

LAND USE COVENANT

This is an environmental covenant executed pursuant to the Underground Storage Tank Act, W. Va. Code §22-17-1 et. seq., and the Uniform Environmental Covenants Act, WV Code §22-22B-1 et. seq. ("the Act"), West Virginia Code Chapter 22, Article 22B, to restrict the activities on, and uses of, the following described property:

[Insert legally sufficient description of the real property subject to the covenant. If the description is longer than one page, it may be included as an attachment.]

Activities on and uses of the above-described property that may result in excessive human exposure or in the release of a contaminant that was contained as part of the remedial action related to this covenant are prohibited. Those activities and uses include, but are not limited to:

[Insert list of prohibited activities]

The current owners of record of the property, and their contact information, are:

[Insert identity and address of all owners of record]

Any person, including a person that owns an interest in the real property, the state or federal agency determining or approving the environmental response project pursuant to which an environmental covenant is created, or a municipality or other unit of local government may be a holder of an environmental covenant. The following are all of the holders of this covenant:

[Insert identity and address of all holders]

The facts regarding the remediation response project at this property are: *[Provide a brief narrative description of the contamination and remedy, including the contaminants of concern, the pathways of exposure, limits on exposure and the location and extent of the contamination and state whether residential or non-residential exposure assumptions were used to comply with a site-specific remediation standard.]*

The owner(s) of the property shall provide written notice to the Secretary of the Department of Environmental Protection within 10 days following transfer of a specified interest in the property subject to this covenant, changes in use of the property, application for building permits regarding the property, or proposals for any site work affecting the contamination on the property.

The *[owner(s) or applicant(s)]* shall conduct inspections of the property to monitor compliance with this Land Use Covenant at least *[insert number]*/time(s) per year, and shall submit two (2) signed copies of the inspection monitoring report to the WVDEP, DLR, headquarters in Charleston, within thirty (30) days of the inspection.

Bottom Line Differences

Standard Enforcement Path

No application fee

Lower validation & program-specific data deliverable package

No over-sight charges

 Remediation to unrestricted use

No monitoring or maintenance

Uniform Environmental Covenant Path

No application fee

 Higher level of data validation & CLP-like data deliverable package

 Over-sight charges
2½ times hourly rate of agency personnel (Project Manager, Risk Assessor, etc.)

Risk-based remediation with institutional &/or engineering controls

 Monitoring & maintenance of controls

Voluntary Remediation Path

 Application fee *
\$1000 - \$5000

 Higher level of data validation & CLP-like data deliverable package

 Over-sight charges *
2½ times hourly rate of agency personnel (Project Manager, Risk Assessor, etc.)

Risk-based remediation with institutional &/or engineering controls

 Monitoring & maintenance of controls