

**PROPOSAL FOR RESIDENTIAL CONSTRUCTION
ON A PRIVATELY OWNED PORTION OF
EASTMONT JUNIOR HIGH SCHOOL
FACILITY/SITE ID #83426117**

1.0 Introduction

This document is a notification to the Department of Ecology in order to gain approval for residential construction on private property that contains high levels of contaminants.

2.0 Site Location and Background

The subject property consists of an approximately .86 acre parcel of land in East Wenatchee, Washington as shown on Figure 1. The property is legally described AS FOLLOWS:

The Northwest Quarter of the Northwest Quarter, except the North 150 feet of the West 150 feet of the Northwest Quarter of the Northwest Quarter of said Northwest quarter of section 12, Township 22 North, Range 20, E.W.M., Douglas County, Washington,

EXCEPT Right of Way for 10th Street, NE,

EXCEPT the Easterly 140.5 feet of the Southwest Quarter of the Northwest Quarter and

EXCEPT the Right of Way for 8th Street NE

The property is a former apple orchard where harvesting has occurred beginning in the early 1900s and continued through the year 2000. The trees were removed in 2001. Residential concentrations of agricultural chemicals were present in the site soils. Lead arsenate and organochlorine pesticides were common agricultural chemicals utilized in apple orchard operations in Washington State; lead arsenate was used about the turn of the century through the 1940s, at which time organochlorine pesticides debuted. These chemicals were applied to the orchard that formerly occupied the school property to control pests that affected the orchard's productivity.

3.0 Remedial Action and Onsite Disposal

An Independent Remedial Cleanup Action Plan was undertaken by the Eastmont School District during the construction of Eastmont Junior High. The Action Plan was discussed with Ecology and remedial measures were designed to meet Washington State requirements for protection of human health and the environment (Forsgren, 2001a). It was completed in compliance with Washington State MTCA, Ecology policy, and provisions contained in WAC 173-340-300.

Part of the Remedial Action included removing excess soil that contained high levels of lead, arsenic and DDT from the Junior High construction site and relocated to a triangular area that was onsite at the time and has since been purchased from the Eastmont School District by a private home and property owner.

4.0 Fulfillment of Environmental Covenant

An Environmental Covenant was recorded for the Site in 2005 following the additional remedial activities. The Environmental Covenant imposed the following conditions:

Section 1. The Property contains lead and arsenic contaminated soil located beneath a 6" clean soil cover and black geotextile fabric. The owner shall not alter, modify, or remove the existing cap in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior approval from Ecology.

Response:

I am in the process of buying the land from the current private owner and am confident that I will be able to gain the approval of Ecology for the purpose of developing a residential home for my family.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Response:

I plan on following the same procedures that are currently in place. When I am finished building on the upper half of the property, it will conclude with

any contaminated soil being located beneath a 6" clean soil cover and a black geotextile fabric. This process has proven to be highly effective in the past as is clearly evident by the Periodic Review that took place on April 16th, 2003 and again on August 19th, 2010.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as a part of the Remedial Action, or create a new exposure pathway, is prohibited without a prior written approval from Ecology.

Response:

I am confident that written permission from Ecology will be granted after reviewing my request to beautify and upgrade the Property with a residential home.

Section 4. The Owner of the property must give thirty (30) day advanced written notice to Ecology of the Owner' intent to convey interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Response:

Even though the Eastmont School District failed to provide transparency when the Property changed hands originally, the current owner and myself, are very interested in working collaboratively with Ecology in order to make sure all provisions are followed completely and we welcome the continued monitoring, operation and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees on the use of the Property.

Response:

Not applicable since there are no lessees and there is no intention of leasing the land. If, in the future it shall apply I will comply fully.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of

this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Response:

I feel that my intended use of the land is not in any way inconsistent with the Restrictive Covenant and I'm making every attempt to gain approval. If Ecology sees it is necessary to have public notice and comment, I am willing to consent.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Response: I am willing to comply with this provision. I plan to live on this property with my family and would welcome any and all testing that will provide me with assurances that the property is safe for my children. I am aware that the next inspection of Eastmont Junior High will be conducted in August, 2015 and would be disappointed if Ecology did not test this private property as well.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Response: No action is planned at this time.

5.0 Property Intentions

I intend to build a 3000 square ft. residential home on the upper .44 acres of the .86 acre property. The bottom property will be left untouched and will continue to have 6" of clean soil and a black geotextile fabric in place to cap previous contaminants.

PHASE 1: EXCAVATION – The soil from the daylight basement home, built on the upper half of the property, will be moved to the outskirts of the property where it will be used for backfill along a constructed retaining wall.

The excavation will be performed by a construction company that is fully licensed to handle hazardous materials. The company that will build the retaining wall and bury the contaminated soil will be Pipkin Construction, the same company used on the property originally by Eastmont School District.

PHASE 2; DOCUMENTATION – Photo documentation will be recorded throughout the soil redistribution process.

PHASE 3; CONSTRUCTION – Typical stick-built home not pertinent to the Action Plan

PHASE 4; FABRIC COVER, ASPHALT/CONCRETE – Concrete or asphalt driveways will be constructed to cap some areas of contaminated soil. The rest will be capped with geotextile black fabric.

PHASE 5; DOCUMENTATION – Photo documentation of the asphalt, concrete and fabric will be recorded throughout the process.

PHASE 6; SOIL IMPORTATION - Six inches of clean soil will be brought in to cover fabric where contaminated soil is exposed.

PHASE 7; DOCUMENTATION - Document new soil and notify DoE for inspection or testing as required.